AGREEMENT

BETWEEN

THE TOWN OF HAMIL TON

AND

LOCAL 2905, COUNCIL 93

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (DPW)

July 1, 2011 – June 30, 2014

TABLE OF CONTENTS

PREAMBLE 3
ARTICLE 1 - Recognition 3
ARTICLE 2 - BARGAINING REPRESENTATIVE 3
ARTICLE 3 - DISCRIMINATION AND COERCION 3
ARTICLE 4 - MANAGEMENT RIGHTS 3
ARTICLE 5 - UNION DUES -- AGENCY FEES 6
ARTICLE 6 - NO STRIKE CLAUSE 7
ARTICLE 7 - STABILITY OF AGREEMENT 7
ARTICLE 8 - DISCHARGE AND DISCIPLINE 7
ARTICLE 9 - SENIORITY AND POSTINGS 8
ARTICLE 10 - PROBATIONARY PERIOD 9
ARTICLE 11 - ENTIRE AGREEMENT 9
ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE 9
ARTICLE 13 - HOURS OF WORK 10
ARTICLE 14 - MEAL PERIODS 11
ARTICLE 15 - COMPENSATION 11
ARTICLE 16 - HOLIDAYS 13
ARTICLE 17 - VACATIONS 14
ARTICLE 18 - JURY DUTY 15
ARTICLE 19 - SICK LEAVE 15
ARTICLE 20 - BEREAVEMENT LEAVE 16
ARTICLE 21 - POLICE PROTECTION 16
ARTICLE 22 - BULLETIN BOARDS 16
ARTICLE 23 - SAVINGS CLAUSE 17
ARTICLE 24 - CLOTHING 17
ARTICLE 25- PERSONAL LEAVE 17
ARTICLE 26- WORKING OUT OF CLASSIFICATION 17
ARTICLE 27- WAGES 17
ARTICLE 28- HEALTH AND ACCIDENT INSURANCE 17
ARTICLE 29 - LICENSES 18
ARTICLE 30 - OPERATION AND DURATION 18
ARTICLE 31 - LONGEVITY BONUS 19

PREAMBLE

Agreement by and between the Town of Hamilton, a municipal corporation located in Essex county, Massachusetts (herein called the "Town" or "Employer"), and Local 2905, Council 93, AFSCME (herein called the "Union").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages hours, and conditions of employment for all full-time and regular part-time employees of the Department of Public Works including the Water Department, but does not include employees covered by other bargaining units; casual, seasonal or summer staff; independent contractors; managerial, confidential, or causal employees.

ARTICLE 2 - BARGAINING REPRESENTATIVE

The Town recognizes the Union as the exclusive collective bargaining representative for the employees of the Department of Public Works.

ARTICLE 3 - DISCRIMINATION AND COERCION

Section 1: Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, age or national origin.

Section 2: There shall be no discrimination by agents of the Town against any employee because of activity or membership in the Union. The Town further agrees that there will be no discrimination against any employee for adherence to any provisions of this agreement.

Section 3: The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employees for non-membership in the Union.

Section 4: Enforcement of this article shall exclusively be by the filing of a charge of discrimination or prohibited practices with the state's Commission Against Discrimination or Labor Relations Commission, but not as a grievance.

ARTICLE 4 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This

includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Department Heads or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Departments.

By way of example but not limitation, management retains the following rights:

a) to determine the mission, budget and policy of the Departments;

b) to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;

c) to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;

d) to determine the methods, means and personnel by which the Departments' operations are to be carried;

e) to manage and direct employees of the Departments;

f) to maintain and improve orderly procedures and the efficiency of operations;

g) to hire, promote and assign employees;

h) to transfer, temporarily reassign, or detail employees to other shifts or other duties;

i) to determine the equipment to be used in the performance of duty;

j) to determine the policies affecting the hiring, promotion, and retention of employees;

k) to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;

l) to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;

m) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;

n) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

o) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;

p) to suspend, demote, discharge for just cause, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union, and subject to fulfilling its impact bargaining obligation to bargain in good faith to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be

relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 5 - UNION DUES -- AGENCY FEES

During the life of this agreement, and in accordance with the terms of the form of authorization of check-off of dues, the Town agrees to deduct Union membership dues weekly from the pay of each employee who executes or has executed such form and remit the aggregate monthly amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Remittance shall be made by the 10th day of the succeeding collection month.

So long as the Union complies with the requirements of General Laws, chapter 150E, section 12, and the regulations made by the Labor Relations Commission there under, bargaining unit employees who do not desire membership in the Union shall, as a condition of employment, pay a service fee to the Union proportionately commensurate with the cost of collective bargaining and contract administration, on or after the 30th day after the start of employment or on or after the 30th day after the effective date of this agreement, whichever is later. In accordance with the terms of the form of authorization of check-off of service fees, the employer agrees to deduct agency fees weekly.

Upon individual written authorization by an employee, the employer agrees to deduct from the employee's pay each week union dues as established under the union's constitution and by-laws and to transmit the sum so collected to the Treasurer of the Union at such address as the union may from time to time designate in writing to the Town Accountant by the tenth (10th) day of the following month, including a list of names of the persons who have had dues deducted. In addition, if an employee chooses not to become a member of the union, the Town, with the employee's written consent, agrees to deduct an agency service fee commensurate with the cost of collective bargaining and contract administration.

The individual written authorization by each employee shall be delivered to the employer on a card bearing the language shown on Appendix B.

The Union shall indemnify and save the employer harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the above provisions of this article of the agreement or in reliance on any authorization furnished to the employer in connection therewith.

Enforcement shall not involve any action by the Town such as suspension or termination. However, the Union is free to utilize the court system for collection purposes as it sees fit.

The union certifies that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting, and in accordance with M.G.L. Chapter 150E and 456 CMR 17.00.

ARTICLE 6 - NO STRIKE CLAUSE

Section 1: The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick out, sit in, picketing, demonstrations, interruptions or delays of work of any kind, or threat of said actions.

Section 2: The Town may take disciplinary action, up to and including discharge, against an employee for violating any of the provisions of this article. Such action by the Town shall not be subject to the grievance and arbitration provisions of this agreement, except as to the question of whether or not the employee, who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

Section 3: No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section 1 of this article.

Section 4: In the event of any unauthorized strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit in, picketing, demonstrations, interruptions or delays of work of any kind, the Union will take every reasonable action, including a public written statement, to effect a cessation of such unauthorized activity without delay.

ARTICLE 7 - STABILITY OF AGREEMENT

The failure of the Town or of the Union to insist, in anyone or more situations, upon performance of any of the terms or provisions of this agreement, shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

Section 1: The Town shall have the right to discipline, up to and including discharge, any employee, for conduct which shall include but not be limited to the following grounds: theft; gross misconduct; abusive treatment of fellow employees or the public; misrepresentation on employment applications or other Town records; handling another employee's time card or other records; consumption of alcoholic beverages or drugs~~ causing impairment or intoxication~~ while working; being impaired or intoxicated while working as a result of the consumption of alcohol or drugs; willful and deliberate destruction of or damage to Town supplies and equipment or other property; untimely arrival or departure from work; inappropriate use of sick days; failure to respond to call-outs (e.g. when an employee has been made aware of an impending storm and the likelihood of being called back to work.)

Section 2: The Town's right to discipline includes, but is not limited to: warning, probationary status, suspension from work without pay, demotion, and discharge.

ARTICLE 9 - SENIORITY AND POSTINGS

Section 1: A full time or part time employee's seniority shall consist of continuous and uninterrupted length of service in the employ of the Town in the bargaining unit from the most recent date of hire. An employee, who has completed the probationary period as described under Article 9, shall be credited with his seniority as of the most recent date of hire.

Section 2: All vacancies in permanent bargaining unit positions, for which the Town determines a replacement is needed, will be posted on an appropriate bulletin board for a period of five (5) workdays. Employees interested in applying for the posted position shall express their interest in writing to the Department Head of public works, within the posting period. The Town shall thereafter inform the employee of his acceptance or rejection for the posted position. If between two or more employees bidding for the same position their qualifications, experience and performance with the Town are relatively equal, seniority shall be the determining factor.

The determination as to whether any employee is more or less qualified to fill a vacancy than an applicant outside the Union for employment, as to their entitlement to a position, or as to the relative qualifications, experience and performance between, two or more employee applicants, shall rest with the Town. The Union serves the right to grieve in either instance.

Section 3: The Town shall determine the activities, operations or duties to be discontinued or curtailed and the numbers and classifications of employees, to be laid off because of lack of work or for other reasons. Where as between two or more employees in a given classification, their qualifications, experience and performance with the Town are relatively equal, seniority shall be the determining factor, and the least senior employee in the classification where the reduction is to be effected shall receive the notice of layoff. The determination as to the relative qualifications, experience and performance between two or more employees shall rest with the Town.

Section 4: An employee's seniority and his employment with the Town shall terminate upon the occurrence of anyone of the following:

(i) Resignation;
(ii) Discharge;
(iii) Overstaying by more than one day an authorized leave of absence without notification to the Town;
(iv) Continuation of layoff status for a period greater than eighteen (18) months; or
(v) Failure to answer a recall from layoff notice within ten (10) days after notification is delivered by registered mail to the last address the employee has left on file with the Town.

Section 5: Unless the needs of the Town dictate to the contrary, seniority shall govern in the selection of dates for vacation periods.

Section 6: Seniority shall be the determining factor in the job classification in layoff (e.g. last person hired is first person laid off).

Section 7: Laid off employees shall have the right to bump into a lower classification if the laid off employee is a more senior qualified employee than the lower classification.

ARTICLE 10 - PROBATIONARY PERIOD

Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of one (1) calendar year of service uninterrupted by any type of service break from the date of his/her most recent hire. A probationary employee, or an employee whose probationary period has been extended by the Town, may be discharged or disciplined at the sole discretion of the Town. Unless otherwise provided to the contrary in this agreement, a probationary employee shall not be entitled to any benefits set forth in this Agreement.

Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start with his most recent date of full time (for full time employees) or part time (for part time employees) hire by the Town.

ARTICLE 11 - ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties.

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

11.1 An employee's grievance arising out of a claim of an alleged violation of the terms of this agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times, unless otherwise required by law.

Step 1. The union representative, with or without the aggrieved employee, shall promptly take up the grievance with the employee's immediate supervisor outside the bargaining unit within ten (10) working days (excluding Saturdays and Sundays and Holidays pursuant to Section 17 herein) of the occurrence of the matter giving rise to the grievance. The supervisor, within two (2) working days of receiving such notice, shall attempt to adjust the matter in an informal manner consistent with the supervisor's authority and responsibility.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) working days of the conclusion of Step 1. The Department Head shall hear the grievance within ten (10) working days of receipt of the grievance and shall respond to the steward or representative in writing within ten (10) working days after the close of the hearing.

Step 3. If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within ten (10) working days of the

completion of the procedures under Step 2 above. The Town Manager shall hold a hearing on the grievance within ten (10) working days of receipt of the written notice.

The Union and aggrieved employee shall prepare for presentation at the meeting a statement of the grievance, the facts and circumstances surrounding the occurrence of the grievance and the proposed resolution. The Town Manager will provide a written response within ten (10) working days after the conclusion of the hearing.

Step 4: If the grievance is still unsettled either party may, within twenty (20) working days after the reply of the Town Manager, request arbitration through the Massachusetts Department of Labor Relations (formerly the Board of Conciliation and Arbitration.)

Upon mutual agreement of the parties mediation services may be sought from the Massachusetts Department of Labor Relations in an attempt to resolve the grievance. Mediation is voluntary and either party may request that the grievance go directly to arbitration.

11.2 The decision of the arbitrator shall be final and binding upon the parties.

11.3 The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

11.4 In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detraction from, any of the provisions of this Agreement or any applicable law, by-law or regulation.

ARTICLE 13 - HOURS OF WORK

Section 1: The regular hours of work each day shall consist of eight (8) hours with an interruption of a half-hour meal period. The meal period shall not be included in the eight (8) hours of work. Hours of work and/or work schedules will not be changed unless the Town Manager provides no less than 14 day's notice to the union and affected employee(s) and, if a timely request is made, negotiates to agreement or impasse as required by law before implementing such change.

Section 2: The regular work week currently consists of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, from 7:00 a.m. to 3:30 p.m., except DPW mechanic, whose regular hours currently are 6:00 a.m. - 2:30 p.m.

Section 3: Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule in agreement with their supervisor.

Section 4: There shall be a twenty (20) minute break from work within the first four (4) hours of the beginning of the workday.

Section 5: Employees may volunteer for flextime; however, no employee shall be required to accept flextime. Flextime scheduling shall not be used solely for the purpose of avoiding the payment of overtime.

Section 6: Employer reserves the right to require employees to work beyond 2:30 or 3:30 p.m. at straight overtime if needed to complete a job for public safety reasons as determined by the Town, provided, however, that such reasons are not arbitrary and capricious.

ARTICLE 14 - MEAL PERIODS

Section 1: All employees working six (6) hours or more shall be granted a meal period or one half (1/2) hour's duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

Section 2: An employee shall be furnished a Ten ($10.00) Dollar meal allowance every four (4) hours beyond the regular shift while he/she continues to work, exclusive of call outs when less than four hours are worked.

ARTICLE 15 - COMPENSATION

Section 1: Employees covered by this agreement shall be paid overtime at the rate of one and one half (1 1/2) times the regular rate of pay for hours worked. All overtime will be paid; compensatory time is prohibited. However, upon mutual agreement of the Department Head and Employee flex time within the same pay period may be authorized. For the purpose of determining overtime, vacation time, sick time, personal time, military leave, bereavement leave, holidays and jury duty shall be considered time worked.

Section 2: A full-time employee called back to work on the same day after having completed his assigned work and having left his place of employment and before his next regular scheduled starting time, or a full-time employee called in on a day off including paid vacation and sick days, shall be paid time and one half (1 1/2) the regular rate of hours worked. Such an employee will be guaranteed a minimum of four (4) hours pay.

All work performed between 5:00 a.m. and 7:00 a.m. on regular workdays will be paid out as overtime for actual hours worked.

Section 3: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. Employees who are asked to work and \refuse will be credited with having had their own turn and hours worked will be credited to their overtime tally. Overtime will be assigned using the monthly overtime sheets. An employee with the least amount of overtime and able to perform the task will be first called.

Section 3A: The employee with the least amount of overtime and able to perform the task will not be called first in the following cases:
1. Treatment plant rotating schedule.
2. Stand-by sanding list.
3. Hydrant flushing list.
4. Line painting list.
5. Any other overtime operation that requires a sign-up list or rotating schedule.
6. All Water Emergencies

In these cases, if another employee is needed, the employee with the least amount of overtime and is on the list or part of the rotating schedule will be called first.

Section 4: The employer shall keep records of overtime work. In case of a grievance involving such records, they shall be subject to examination by a Union representative. Further, the employer agrees to post all sick, overtime, vacation and personal time every month on the first of every month.

Section 5: Only bargaining unit employees shall perform overtime. No supervisory employee shall perform any overtime (unless the function is not normally performed by the bargaining unit); however, the DPW Department Head and/or the Foreman will be allowed to do tasks such as moving a branch off a road, up righting a barrel, etc., or correcting an immediate dangerous situation. Said supervisory employees will not use any specialized equipment in performing such tasks when they come across such a situation, and in no case will they work more than a few minutes. In addition, if the Emergency Center or Police Department calls, it will be left to the discretion of the DPW Department Head to decide the appropriate action to take - which will, at no time, involve specialized equipment.

Section 6: Management reserves the right to have part-time, temporary help, management or subcontractors accrue or perform overtime work if all union employees are not available when called.

Section 7. During the period starting November 26 and ending March 24 of the following year, there shall be one (1) employee with a hydraulic license and one (1) truck driver on standby duty. The employees involved will receive one hundred and seventy-five dollars ($175.00) standby pay per week in addition to any overtime pay. At the discretion of the Department Director, the stand-by period may be extended as weather conditions may dictate.

A rotating sanding schedule will be set up so that two (2) employees are on call on any given week. All truck driver laborer or equipment operators are required to sand. During any week any employee who is absent from his standby assignment and who has not made arrangements to have his assignment covered will have said one hundred and seventy-five ($175.00) dollars reduced on pro rata basis. Employees assigned to standby duty shall have the option of swapping said duties with other qualified employees.

Section 8: Each winter all employees will receive 15 weeks Snowplowing Standby Pay at $175.00 per week. No work off. This period may be extended at the Director's discretion, based on the weather. If extended, employees will receive Snowplowing Standby Pay, which must be worked off if called in to plow. Employees on Sanding Standby will receive

Snowplowing Standby Pay in addition to Sanding Standby Pay, but will work off snowplowing Standby Pay, if called in to plow.

Employees are required to participate in snowplowing operations until released by the Foreman or Director. Failure to report for snow plowing or participate until released will result in forfeiture of Snowplowing Standby Pay. Director may excuse employees from participation at his discretion.

ARTICLE 16 - HOLIDAYS

Section 1: The Town recognizes the following holidays, which in each instance shall be the day determined as the legal holiday:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

In addition, the Town has the discretion to dictate other days not listed above as additional holidays.

Section 2: Holiday pay shall be eight (8) hours pay or less if normally paid less, at the straight time rate.

Each employee in the bargaining unit shall be paid for such employee's regular scheduled workday, without working such hours, for each legal holiday that such employee is scheduled for and works the ~~scheduled~~ calendar day before ~~the holiday~~ and the ~~scheduled~~ calendar day after the holiday except for appropriately scheduled sick time, vacation, personal days or jury duty.

Section 3: If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

Section 4: An employee who works on a holiday shall receive, in addition to holiday pay, an amount equal to one and one half (1 1/2) times his/her regular rate of pay for time worked up to and including eight (8) hours of work. The holiday pay will be paid for only one shift, except Christmas and Thanksgiving (see below).

Section 5: Full-time employees who work on Christmas Eve (from 6:00PM to Midnight), Christmas Day and Thanksgiving Day shall receive, in addition to their holiday pay, double (2x) time for all hours worked.

ARTICLE 17 - VACATIONS

Section 1: Beginning July 1 of each year of employment, full-time Employees shall accrue vacation monthly at the following rate:

Length of Service	Days/Month	Annual Rate
0 - 1 year	0.42	5 days
1 year	0.833	10 days
5 years	1.25	15 days
10 years	1.67	20 days
20 years	2.00	25 days

Notwithstanding the foregoing, employees will continue to be allowed to schedule vacations each year based on the anticipated number of vacation days they will have available through the end of the fiscal year. However, should an employee leave or cease to be employed for any reason before completing the year, the town may deduct any vacation time used in excess of accrual from the individual's pay, or, if the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

Section 2: Weekly vacation pay for full time hourly paid employees is based on the straight time hourly wage rate of the job at the time vacation pay is drawn.

Section 3: Vacations will not be granted to temporary employees.

Section 4: Vacations will be granted to regular part time employees on a pro rated basis.

Section 5: Vacation leave shall not be cumulative and must be taken in the year it becomes due. Notwithstanding the foregoing, up to one week of vacation may be carried forward and taken in the next succeeding year, subject to the needs and approval of the Town Manager.

Section 6: An employee who has passed the eligibility date of accrual but has not taken vacation and resigns, or is laid off, will be paid for vacation as earned.

Section 7: Employees will not be eligible to use vacation time until he/she has completed the probationary period.

ARTICLE 18 - JURY DUTY

A full time employee whose service in the capacity of juror makes it impossible or impracticable to work the hours necessary to earn his normal week's pay may make application for the difference between jury duty pay received and his normal weekly earnings. The Town agrees to pay such amount upon presentation of proper proof by the employee. Such employee must present himself for work at his/her normal time and place of employment when not sitting upon a jury.

ARTICLE 19 - SICK LEAVE

Section 1: All employees covered by this agreement, including an employee who has completed his/her probationary period, who shall be absent on account of personal illness or injury not covered by workmen's compensation, shall be entitled to receive sick leave pay for each work day missed on account of such illness or injury subject to the following conditions:

A. Accrual: Employees shall accrue sick leave at the rate of one day and one quarter (1 1/4) per month up to a maximum of 175 work days. For eligible employees hired after July 1, 2005, the maximum accrual will be 150 workdays.

B. Entitlement: Sick leave without pay may be granted by the Town Manager to any temporary, part time or probationary employee, but no such employee shall be entitled to sick leave with pay without the approval of the Town Manager. To be eligible for sick leave an employee must notify the DPW Department Head prior to the beginning of the normal work shift or as soon as practical.

C. Validity: The Town may investigate the validity of any use of sick leave by an employee. The request shall be approved if the Town is satisfied that the request is valid. A physician's certificate may be requested by the Town in the case of sick leave claimed hereunder. The Town shall not be arbitrary or capricious in the exercise of its rights under this clause and in all instances will articulate to the Employee a reason for such an inquiry. Any sick time taken for three (3) consecutive days may require a physician's note.

D. Payment: Payment of sick leave benefits shall not be initiated until the claim by the employee has been approved by the DPW\Department Head. Sick leave shall be paid at the employee's then current regular straight time rate of pay, but without duplication of payments made or required under workmen's compensation or any other law.

Section 2: Injuries: Employees absent due to any injury covered by workmen's compensation may, at their option, draw upon accumulated sick leave to the extent necessary to make up the difference between the employee's regular weekly straight time pay and the amount of disability compensation benefits received from workmen's compensation. The Town may verify the employee's receipt of weekly compensation benefits, and the employee agrees to give the Town full information and to cooperate with the Town in procuring full information for the purpose of verification. Any employee injured, no matter how, must immediately file an accident form with the Town Clerk and notify the DPW Department Head.

Section 3: Sick Leave Buyback: An employee, upon leaving the employ of the employer for any reason, other than discharge shall be entitled to sick leave sell back at the following rates of pay:

For 0 to 100 days of unused accumulated sick leave, twenty-five (25%) percent of the employee's rate of pay in effect at the time of separation for each day up to 100 days. For 100 to 175 days, fifty (50%) percent as above and for eligible employees hired after July 1, 2005, 100 to 150 days, fifty (50%) percent as above.

Section 4: Sick Leave Bank: For the purpose of this section, the Union shall refer to the Town of Hamilton's personnel by-laws.

ARTICLE 20 - BEREAVEMENT LEAVE

Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

With prior approval of the Department Director, an employee may take additional vacation or personal leave. The Town Manager will consider any request for additional leave without pay.

ARTICLE 21 - POLICE PROTECTION

The Town shall provide police protection when work is being performed on roads and jobs that are appropriate for police protection. If the Director of the Department of Public Works does not feel police protection is required, and an employee does, the issue can be brought before the Chief of Police or the officer in charge for a determination on whether protection is required.

ARTICLE 22 - BULLETIN BOARDS

Announcements shall be posted on the public works department garage bulletin board. Parties to this agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. Union notices must be signed by an authorized union official or representative. Town notices must be signed by the Department Head or Town Manager.

ARTICLE 23 - SAVINGS CLAUSE

Should any provision of this agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, and any benefit, privilege or working condition of the agreement shall remain in full force and effect.

ARTICLE 24 - CLOTHING

The Town will provide a full set of one week's worth of uniforms and cleaning services for them. The uniforms will be delivered and picked up on a weekly basis. The uniforms will be worn at all times when working for the Town. The Town requires safety boots be worn. The Town will reimburse an employee up to $250 annually toward the purchase of safety boots. The Town shall supply and the Employee shall wear high visibility clothing where appropriate or otherwise required by the Department Director.

ARTICLE 25- PERSONAL LEAVE

Employees shall be granted time off for which they will be paid their normal rates of pay to conduct personal business. Such leave shall not exceed three (3) days per year between July 1 and June 30. Said leave shall not be cumulative. All leave under this provision must be approved in advance by the Department Director or his designee.

ARTICLE 26- WORKING OUT OF CLASSIFICATION

If a bargaining unit employee is requested to perform work temporarily in a lower classification he/she shall be paid his/her own rate of pay and not be downgraded.

ARTICLE 27- WAGES

Subject to Town Meeting approval, the wage rates set forth in Appendix A hereto are effective July 1, 2011.

ARTICLE 28- HEALTH AND ACCIDENT INSURANCE

The Town will offer HMO Blue or equivalent insurance program to the employees covered by this agreement and said participating employees will pay twenty-five percent (25%) of the premium and the Town will pay seventy-five percent (75%) of the premium.

ARTICLE 29 - LICENSES

The Town shall pay the cost of all employees' licenses and courses required to perform his/her work or as required by the job, and approved by the DPW Department Head. The Town shall also pay for all renewals of such licenses. Payments for licenses and courses beyond those required need the approval of the DPW Department Head, after successful completion of the license or course. However, in the event that the employee fails in the first attempt to procure such license, the employee will pay future attempts. The Employee will bear the cost to re-obtain a license where such license was revoked by the issuing authority.

ARTICLE 30 - OPERATION AND DURATION

Section 1: The Town and the Union recognize and agree that the execution, effective date and implementation date of this agreement is dependent upon and subject to Massachusetts General Law, chapter 44, section 31. In the event that the Town Meeting of the Town fails or refuses to make any appropriation necessary to fund this agreement, the Town and the Union agree that this agreement shall be null and void in its entirety, of no force and effect whatsoever for any purpose and that all of the subject matters of this agreement shall be subject to further collective bargaining by the Town and the Union.

Section 2: This Agreement shall become effective as of July 1, 2011 upon passage of an Article appropriating necessary funds by the Town Meeting and shall continue in full force and effect until June 30, 2014 or the adoption of a successor agreement whichever comes later. Cost of Living increases are retroactive to July 1, 2011 for all current active employees as of the date of signing this contract. All other provisions shall take effect as of the date of the contract.

Section 3: Should the Union or Town desire to negotiate a new collective bargaining agreement to succeed this agreement upon its expiration, it will notify the other party by written notice not later than January 15, 2014.

ARTICLE 31 - LONGEVITY BONUS

Full-Time employees will be paid an annual bonus amount based upon the following longevity plan:

Upon completion of:

7 years through 10 years of continuous service	$600
More than 10 years of continuous service	$900

Longevity payments for employees will be based upon and paid on the anniversary of the employee's date of hire.

DATED: October 09, 2012

FOR THE TOWN OF HAMILTON
TOWN MANAGER

Michael R. Lombardo

FOR THE UNION
LOCAL 2905, COUNCIL 93, AFSCME

Joseph R. Shea
Please Print Name:

Paul M. Rigo
Please Print Name:

Jeff Moss
Please Print Name:

David Dolan
Please Print Name:

Steve Lyons, AFSCME

APPENDIX A

7/1/2011 2%

DPW Union - *Hourly Compensation table established by Union Contract. Negotiations in progress.*

Steps	I	II	III	IV	V
	Start	9 months	21 months	33 months	45 months
Foreman	21.06	21.90	22.78	23.69	24.64
Mechanic	21.06	21.90	22.78	23.69	24.64
Plant Operator - Primary	21.06	21.90	22.78	23.69	24.64
Foreman 2	19.23	20.00	20.80	21.63	22.50
Plant Operator - Secondary	18.90	19.66	20.45	21.27	22.12
Heavy Equipment Operator	18.27	19.00	19.76	20.55	21.37
Truck Driver/Laborer	17.01	17.69	18.40	19.14	19.91

1-Jul-12 1%

DPW Union - *Hourly Compensation table established by Union Contract. Negotiations in progress.*

Steps	I	II	III	IV	V
	Start	9 months	21 months	33 months	45 months
Foreman	21.27	22.12	23.00	23.92	24.88
Mechanic	21.27	22.12	23.00	23.92	24.88
Plant Operator - Primary	21.27	22.12	23.00	23.92	24.88
Foreman 2	19.42	20.20	21.01	21.85	22.72
Plant Operator - Secondary	19.09	19.85	20.64	21.47	22.33
Heavy Equipment Operator	18.45	19.19	19.96	20.76	21.59
Truck Driver/Laborer	17.18	17.87	18.58	19.32	20.09

1-Jan-13 1%

DPW Union - *Hourly Compensation table established by Union Contract. Negotiations in progress.*

Steps	I	II	III	IV	V
	Start	9 months	21 months	33 months	45 months
Foreman	21.48	22.34	23.23	24.16	25.13
Mechanic	21.48	22.34	23.23	24.16	25.13
Plant Operator - Primary	21.48	22.34	23.23	24.16	25.13
Foreman 2	19.61	20.39	21.21	22.06	22.94
Plant Operator - Secondary	19.28	20.05	20.85	21.68	22.55
Heavy Equipment Operator	18.63	19.38	20.16	20.97	21.81
Truck Driver/Laborer	17.35	18.04	18.76	19.51	20.29

1-Jul-13 1%

DPW Union - *Hourly Compensation table established by Union Contract. Negotiations in progress.*

Steps	I	II	III	IV	V
	Start	9 months	21 months	33 months	45 months
Foreman	21.69	22.56	23.46	24.40	25.38
Mechanic	21.69	22.56	23.46	24.40	25.38
Plant Operator - Primary	21.69	22.56	23.46	24.40	25.38
Foreman 2	19.81	20.60	21.42	22.28	23.17
Plant Operator - Secondary	19.47	20.25	21.06	21.90	22.78
Heavy Equipment Operator	18.82	19.57	20.35	21.16	22.01
Truck Driver/Laborer	17.52	18.22	18.95	19.71	20.50

APPENDIX A

1-Jan-14 1%

DPW Union - *Hourly Compensation table established by Union Contract. Negotiations in progress.*

Steps	I	II	III	IV	V		
	Start	9 months	21 months	33 months	45 months		
Foreman	21.91	22.79	23.70	24.65	25.64		
Mechanic	21.91	22.79	23.70	24.65	25.64		
Plant Operator - Primary	21.91	22.79	23.70	24.65	25.64		
Foreman 2	20.01	20.81	21.64	22.51	23.41		
Plant Operator - Secondary	19.66	20.45	21.27	22.12	23.00		
Heavy Equipment Operator	19.01	19.77	20.56	21.38	22.24		
Truck Driver/Laborer	17.70	18.41	19.15	19.92	20.72		