

AGREEMENT
BETWEEN
THE TOWN OF HAMILTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
COUNCIL 93, LOCAL 2905
HAMILTON DPW EMPLOYEES



July 01, 2021 through June 30, 2024

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 (meaning employment by the Town for 20 or more hours per week regularly) 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.

- 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

showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- D. The employee shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]

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

shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel files

- d. The employee to be tested will report to Town Hall or other agreed upon at the time designated for transportation to the medical facility or laboratory designated by the Town to obtain the testing sample.
- e. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Section 8. Prohibited Conduct:

- a. Illegal possession of any controlled substance.
- b. Illegal sale, use, or distribution of any controlled substance
- c. Refusal to comply with the requirements of this drug policy,

Section 9. An employee shall notify the Department Head when required to use prescription medicine which the employee has been informed may impair job performance The employee shall advise the Department Head of the known side effects of such medication and the prescribed period of use The employee may be temporarily reassigned to other responsibilities and tasks/ or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Section 10. Violations of this policy for Prohibited Conduct will not be tolerated on or off duty and will subject employees to discipline up to and including discharge

ARTICLE 9 DISCHARGE AND DISCIPLINE

Section 1: The Town shall have the right to discipline any employee for conduct which shall include but not be limited to the following grounds up to and including discharge: 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 while working; being impaired or intoxicated while working as a result of the consumption of alcohol or drugs; willful and

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 11 PROBATIONARY PERIOD

Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of six (6) months 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, except for the use of (3) three personal days and sick time if necessary. Use of personal and sick time will be paid back by the employee if said employee leaves the Town prior to one year of service. Vacation days are not to be used during the probationary period.

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.

Section 2. The decision of the arbitrator shall be final and binding upon the parties.

Section 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.

Section 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 14

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

Section 2: An employee shall be furnished a Ten Dollar (\$10.00) 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 16 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 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. An employee may not be paid twice for the same callout hours. If there are additional callouts within the 4 hour time period and the employee has completed the original call out work said employee shall be compensated a minimum of 1 hour and time worked in excess of that hour and is responsible for all work within those hours. All work performed between 4:30 a.m. and 6:30 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 4: 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.

basis. Employees assigned to standby duty shall have the option of swapping said duties with other qualified employees.

Section 9: Each winter all employees will receive 17 weeks Snowplowing Standby Pay at two-hundred ten (\$210.00) dollars per week. This period may be extended at the Director's discretion, based on the weather. If extended, employees will receive Snowplowing Standby Pay. Employees on Sanding Standby will receive Snowplowing Standby Pay in addition to Sanding Standby Pay, Employees will not be required to work off standby pay.

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.

Section 10 - During the remainder of the year (March 25 through November 25) a rotating schedule will be set up so that one (1) employee is on stand-by duty in the water department, and one (1) employee in the Highway Department in any given week to respond to emergency call-ins. The employee assigned to said stand-by duty will receive stand-by pay in the amount of one hundred-five dollars (\$105.00). Employees assigned to standby duty shall have the option of swapping said duties with other qualified employees. 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-five (\$105.00) dollars reduced on pro rata basis. Failure to report for an emergency call in will result in forfeiture of Standby Pay

ARTICLE 17 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

Labor Day

Martin Luther King Day

Columbus Day

Washington's Birthday

Veteran's Day

10 – 19 Years	13.333	160 Hours
20 Years	16.667	200 Hours

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 be granted to regular part time employees on a pro-rated basis.
- Section 4: Vacation leave shall not be cumulative and must be taken in the year it is earned. 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 5: 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 6: While vacation time is typically not available to new employees during the probationary period, a Department Head may authorize vacation upon hiring a new employee. Such vacation time must be prearranged and specific dates stated in the offer letter. Should an employee leave or cease to be employed by the Town of Hamilton for any reason before completing the probationary period, the town shall deduct vacation time used during the probationary period from the individual's pay. 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.

ARTICLE 19

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

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 DPW Director.

Section 3: 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: For the purpose of this section, the Union shall refer to the Town of Hamilton's personnel policies.

ARTICLE 21 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.

the Employee shall wear high visibility clothing where appropriate or otherwise required by the Department Director.

ARTICLE 26 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 27 WORKING OUT OF CLASSIFICATION

- Section 1. If a bargaining unit employee is requested to perform work temporarily in a lower classification (s)he shall be paid his own rate of pay and not be downgraded.
- Section 2. If a bargaining unit employee is requested to perform work temporarily in a higher classification (s)he shall be paid in accordance with the Town Personnel Policy as it pertains to working out of class.

ARTICLE 28 WAGES

Subject to Town Meeting approval, the wage rates set forth in Appendix A hereto are effective July 1, 2021.

ARTICLE 29 HEALTH AND ACCIDENT INSURANCE

The Town will offer an HMO 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 pay seventy-five percent (75%) of the premium.

ARTICLE 32
LONGEVITY BONUS


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

Upon completion of:	Annually	52 weeks/yr	52.2 weeks/yr
7 years through 10 years of continuous service	\$1,300.00	\$0.625	\$0.623
11 years through 20 years of continuous service	\$1,500.00	\$0.721	\$0.718
More than 20 years of continuous service	\$1,700.00	\$0.815	\$0.814

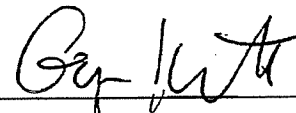
Longevity will be incorporated into base pay at an hourly rate equivalent.

DATED: June 30, 2021

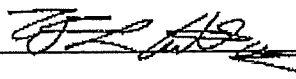
FOR THE TOWN OF HAMILTON



TOWN MANAGER



FOR THE UNION
LOCAL 2905



AFSCME Council 93

FY23 - Second Year of New DPW Contract - 7/1/2022 - 6/30/2023

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6	Hrly	\$24.34	\$24.83	\$25.33	\$25.84	\$26.36	\$26.89	\$27.43	\$27.98
	37.5/wk	\$912.75	\$931.13	\$949.88	\$969.00	\$988.50	\$1,008.38	\$1,028.63	\$1,049.25
	52/yr	\$47,463.00	\$48,418.50	\$49,393.50	\$50,388.00	\$51,402.00	\$52,435.50	\$53,488.50	\$54,561.00
	40/wk	\$973.60	\$993.20	\$1,013.20	\$1,033.60	\$1,054.40	\$1,075.60	\$1,097.20	\$1,119.20
	52/yr	\$50,627.20	\$51,646.40	\$52,686.40	\$53,747.20	\$54,828.80	\$55,931.20	\$57,054.40	\$58,198.40
7	Hrly	\$25.20	\$25.70	\$26.21	\$26.73	\$27.26	\$27.81	\$28.37	\$28.94
	37.5/wk	\$945.00	\$963.75	\$982.88	\$1,002.38	\$1,022.25	\$1,042.88	\$1,063.88	\$1,085.25
	52/yr	\$49,140.00	\$50,115.00	\$51,109.50	\$52,123.50	\$53,157.00	\$54,229.50	\$55,321.50	\$56,433.00
	40/wk	\$1,008.00	\$1,028.00	\$1,048.40	\$1,069.20	\$1,090.40	\$1,112.40	\$1,134.80	\$1,157.60
	52/yr	\$52,416.00	\$53,456.00	\$54,516.80	\$55,598.40	\$56,700.80	\$57,844.80	\$59,009.60	\$60,195.20
9	Hrly	\$29.76	\$30.36	\$30.97	\$31.59	\$32.22	\$32.86	\$33.52	\$34.19
	37.5/wk	\$1,116.00	\$1,138.50	\$1,161.38	\$1,184.63	\$1,208.25	\$1,232.25	\$1,257.00	\$1,282.13
	52/yr	\$58,032.00	\$59,202.00	\$60,391.50	\$61,600.50	\$62,829.00	\$64,077.00	\$65,364.00	\$66,670.50
	40/wk	\$1,190.40	\$1,214.40	\$1,238.80	\$1,263.60	\$1,288.80	\$1,314.40	\$1,340.80	\$1,367.60
	52/yr	\$61,900.80	\$63,148.80	\$64,417.60	\$65,707.20	\$67,017.60	\$68,348.80	\$69,721.60	\$71,115.20