

AGREEMENT

BETWEEN

TOWN OF HANSON

AND

DISPATCHERS

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO STATE COUNCIL 93, LOCAL 1700

EFFECTIVE JULY 1, 1999 THROUGH JUNE 30, 2002

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PREAMBLE

This Agreement entered into by the Town of Hanson hereinafter referred to as the Town, and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its' purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

STABILITY OF AGREEMENT

1.0 If any of the provisions of this Agreement is found by a court of competent jurisdiction to be in conflict with any Federal Law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

1.1 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

1.2 The failure of the Town or the Union in insisting in any one or more incidents, upon performances of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligation of the Union or the Town to such future performance shall continue in full force and effect.

ARTICLE II

RECOGNITION

2.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, standard of productivity and performance and conditions of employment for all dispatchers regularly employed by the Town of Hanson, including the Senior Dispatcher; excluding casual employees, employees working less than twenty (20) hours per week, and all other employees.

2.1 The past practice of having employees, who normally work less than twenty (20) hours per week, fill in and perform dispatch duty shall not be disallowed by the provisions of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Town Departments and Agencies and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town had not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, disciplines for just cause, maintaining discipline, and the right to make and enforce reasonable rules and regulations for the safe, efficient and orderly operations of the various Departments and Agencies of the Town. Nothing contained in this Agreement shall limit the Town's right to change or modify existing organizational structures of the Town Departments or Agencies, to assign the work tasks, or to hire.

ARTICLE IV

UNION AND EMPLOYMENT SECURITY

4.0 The Town agrees to deduct Union dues in accordance with the provisions of M.G.L. Chapter 180, Section 17A. Such deduction of Union dues shall only be made upon receipt by the town, of proper signed authorization forms requesting such deductions. The Town shall remit the aggregate monthly amount to the Treasurer of the Union along with a list of employees who have said dues deducted.

Such remittance shall be made by the tenth of the succeeding month,

if possible. One quarter of the month dues will be deducted from the employees' pay weekly.

4.1 A written list of Union Stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes. Union Stewards may be granted reasonable time off, without loss of pay, during working hour to investigate and settle grievances that cannot be deferred until after working hours; provided such discussions do not interfere with the performance of duties assigned to employees and prior approval has been given by the Department Head involved in the matter.

4.2 When a position covered by this Agreement becomes vacant, the Town may fill the vacancy, on a part-time or full-time basis, with Town employees classified as Dispatchers and the work of dispatching shall become part of the Dispatcher's duty. The Town will not suspend or discharge those bargaining unit employees presently employed as Dispatchers, except for just cause; No employee presently employed as Dispatcher shall be laid off from Town employment except for lack of work or where the Town fails to vote the necessary funds to continue their employment.

4.3 There shall be no discrimination by the Town or agents of the Town against any employee because of his legally constituted Union membership activity, nor shall there be any discrimination by the Union or any of its agents against an employee for non-membership in the Union. The Town further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement, provided that employees follow the procedure of "work now, grieve later" in all instances except where the employee believes his personal safety will be seriously endangered by compliance with an order or directive of his supervisor.

4.4 The continuous length of service of an employee in the Dispatching service of the Town shall determine the seniority of the employee.

4.5 Part-time employees may receive benefits of this Agreement on a pro-rated basis. Part-time employees are defined as employees who are assigned and normally required to work an established schedule of weekly hours of less than forty (40) hours per week but a minimum of twenty (20) hours per week each week for the full year.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURE

5.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed may be a grievance under this Agreement. Should any employee have a grievance an earnest effort shall be made to settle such grievance at the earliest possible time by us of the following procedure.

Step 1 The employee with or without the Union Steward shall present his grievance to his Department Head within five (5) working days after the occurrence of the situation, condition, or action giving rise to the grievance.

Step 2 If the employee's grievance is not settled under Step 1, the aggrieved employee may, within two (2) calendar weeks, refer the grievance to the Board of Selectmen. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Board of Selectmen shall give a decision in writing within three (3) calendar weeks.

5.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

5.2 Any grievance not settled through the grievance procedure may be presented to arbitration within two (2) weeks after the final decision of the Board of Selectmen has been given to the employee, and shall not be subject to arbitration.

5.3 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision(s) of the Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the Town.

5.4 In the selection of an arbitrator and the conduct of any arbitration the Voluntary Labor Arbitration rules shall control.

5.5 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses, mutually agreed to in advance, shall be shared equally between the two (2) parties.

5.6 Nothing contained herein shall be construed so as to authorize any arbitrator to alter or modify this Agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

5.7 The award of the arbitrator shall be final and binding, except that either party may seek appellate review in the courts as to the legality of the award.

ARTICLE VI

HOURS OF WORK

6.0 The regular hours of work each day shall be consecutive, except for interruption for meal periods. The work week shall consist of forty (40) hours of five (5) days within a seven (7) calendar day period, as scheduled by the Department Head.

In lieu of break time, the Town shall pay an additional twenty (20) minutes for each shift worked. Such time shall be included in the calculation of hours worked for purposes of calculating overtime pursuant to the provisions of Article VII, Section 7.0.

6.1 The Town may apart from the above, establish from time to time different work schedules for full-time and part-time employees and hours of work for individual employees, after having consulted with the Union and after having given due consideration to the convenience of the employee involved.

ARTICLE VII

OVERTIME

7.0 Overtime pay at the rate of one and one-half (1 1/2) times the employees regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week.

7.1 The Town will distribute overtime opportunities as equitable as is practicable, with the objective of having employees in the same classification in the department having, at the end of the contract term, as small a variation in overtime as is reasonable under all the circumstances. An employee refusing overtime opportunities will be charged the amount of overtime hours worked by his replacement(s). Employees added to the overtime list after the list has been established will be credited with the average aggregate number of overtime hours then worked. There shall be no duplication or pyramiding of overtime payments.

ARTICLE VIII

HOLIDAYS

8.0 Employees shall be granted the following eleven (11) paid holidays without loss of pay, if actively employed on the occurrence of each holiday:

- | | |
|-----------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King's Day | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Patriot's Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | |

8.1 Employees presently employed who are required to work on any of the above listed holidays shall receive time-and-one-half (1 1/2) their straight-time hourly rate of pay for all hours worked on the holiday in addition to holiday pay.

8.2 An employee shall not be eligible for holiday pay unless the employee has worked his/her last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee is excused by the Department Head for personal illness.

ARTICLE IX

VACATIONS

9.0 All employees who are employed shall be allowed vacation without loss of their regular weekly rate of pay in accordance with the following schedule:

a. An employee who has completed six (6) months of continuous service shall be granted five (5) working days vacation leave.

b. An employee who has completed one (1) continuous year of service shall be granted ten (10) working days vacation leave.

c. An employee who has completed five (5) continuous years of service shall be granted fifteen (15) working days vacation leave.

d. An employee who has completed ten (10) continuous years of service shall be granted (20) working days vacation leave.

e. An employee who has completed fifteen (15) continuous years of service shall be granted twenty-five (25) working days vacation leave.

f. An employee who has completed twenty (20) continuous years of

service shall be granted twenty-eight (28) working days vacation leave.

9.1 Vacation leave shall be granted during the year in which eligibility occurs.

9.2 Vacation shall be scheduled at the discretion of the Department Head at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference should be given employees on the basis of years of employment with the Town.

9.3 An employee shall be granted an additional day of vacation if while on vacation leave, a designated paid holiday occurs.

9.4 Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the unused vacation leave.

9.5 Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two (2) week's notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces.

ARTICLE X

SICK LEAVE

10.0 An employee in continuous employment, who has completed three (3) months of service shall be allowed sick leave at a rate of one and one-half (1 1/4) days per month.

10.1 Upon termination of employment with the Town due to the employee's retirement or death, the employee or, in the event of death, the employee's estate, shall be given a day's pay for each three (3) days of the unused portion of the employee's accumulated sick leave provided that in no event shall there be any payment for accumulated sick leave in excess of one hundred and ninety-five days as a base. Employee's shall make every attempt possible to notify the Town through their Department Head of plans to retire at least eight (8) months in advance in order to fund this section. Failure to do so is recognition that the Town may not have the appropriate funds available to pay sick time buy back. The employee agrees if this situation takes place they will not receive their funds until the next appropriate Town Meeting.

10.2 If the amount of sick leave accumulated under Section 10.1 of this Article has been, or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 10.1. Such application shall have the approval of the employee's Department Head and shall be made to the Board of Selectmen. The Selectmen may disallow such additional sick leave or the Board may allow such additional allowance as it may determine to be equitable after reviewing all the circumstances including the Department Head's recommendation, the employee's attendance and job performance record and length of continuous service with the Town. Sick leave granted under this Section 10.2 shall not be added to the employee's accumulated sick leave.

10.3 A physician's certificate of illness may be requested by the Department for any period of illness, provided the Department Head has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Department Head after five (5) days absence, unless voided by the Department Head. If a certificate is requested for absence of less than five (5) days the Department shall bear the expense of the physician's exam.

10.4 Injury, illness, or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this section.

10.5 Payments made under the provisions of this Article shall be limited, in the case of an employee who is receiving Workmen's Compensation payments, to the difference between the amount paid in the Workmen's Compensation and the employee's regular rate. Sick leave shall not accumulate during an employee's absence because of work related injury or illness beyond a period of six (6) months duration.

10.6 Nothing in this section shall be construed to conflict with employee's rights and benefits under Workmen's Compensation statutes of the Commonwealth of Massachusetts adopted by the Town of Hanson (Chapter 807, Acts of 1913).

10.7 An incentive for employees not using sick leave will be paid as follows:

Zero (0)	sick days used in a contract year	\$275.00
One (1)	sick day used in a contract year	\$175.00
Two (2)	sick days used in a contract year	\$100.00
Three (3)	sick days used in a contract year	\$ 50.00

Payment will be made by July 30 of each year employee is eligible.

ARTICLE XI

PAY PRACTICES AND CLOTHING ALLOWANCE

11.0 Rates of pay are listed in Appendix A

11.1 Every employee in a position covered by this Agreement shall be considered for an increase in compensation within their classification and rate range, annually. The compensation review shall occur, at least three (3) months prior to the last anniversary date of employment or date of job change with the Town, whichever is later. Progression through the employee's classification and rate range is not automatic but is based on work performance. Increased compensation shall be a single annual step recommended and approved by the Department Head and payment should occur within thirty (30) days of the anniversary date of last employment or date of job change;. Increases of more than a single annual step shall require advance approval of the Board of Selectmen.

11.2 An employee promoted to a higher-rated position shall enter the new position at the minimum pay rate. If the new position pay rate is equal to or less than the former pay rate the employee shall enter at a pay step above their present rate.

11.3 An employee transferred to a lower-rated position shall enter at the rate in the position from which such employee is transferred. The salary or wage of such employee, however, shall be adjusted to the appropriate rate in the range for a new position within one (1) year from the date of transfer.

11.4 When an employee is assigned and is working full-time in a higher rated position for a consecutive period of fourteen (14) working days or more, he shall be compensated in the higher rated position in accordance with the provisions of Section 11.3 of this Article.

11.5 An employee who is called back to perform unscheduled work after having completed his assigned work and left his place of employment shall be paid at the rate of the time-and-one-half (1 1/2) his regular straight-time hourly rate for such unscheduled work but shall receive no less than four (4) hours pay.

ARTICLE XII

WORK STOPPAGE

12.0 Pursuant to M.G.L. Chapter 150E the Union and the employee agree not to engage, induce or encourage any strike, work stoppage, slowdown or with-holding of services by employees, including extra work hours normally provided to the Town.

12.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The town shall receive a copy of this written notice.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.0 Bereavement Leave

Employees shall have up to three (3) consecutive calendar days off, without loss of pay, in the event of a death in the immediate family of the employee, namely: spouse, child, parent of either spouse, grandparent of either spouse, brother, sister or any member of their immediate household. The days of this bereavement leave shall be reduced or not allowed if the period of the funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence.

Additional time off, without pay, may be granted by the Department Head for justifiable reasons, refusal of additional leave shall not be subject to the grievance procedure outlined in Article V.

13.1 Jury Duty

The Town will reimburse the employee the difference in wages earned as a juror and what his normal earnings would have been had he been working for the Town for the period of jury duty, exclusive of overtime. Wages earned as a juror shall not include travel expenses.

13.2 Bulletin Board

The Town shall provide space for a bulletin board of reasonable size in the various departments to be used for Union business and activities All such notices shall be approved for posting by the respective Department Heads.

13.3 Personal Days

Employees shall have three (3) days available for personal use with approval of the Department Head.

ARTICLE XIV

ANTIDISCRIMINATION

14.0 The parties of this Agreement pledge that they shall not knowingly discriminate against any employee because of race, creed, color, sex, age or national origin, as provided by law in the execution and administration of this Agreement.

ARTICLE XV

REDUCTION IN FORCE

15.0 The term layoff shall mean a reduction in the number of employees in a position within the bargaining unit because of a lack of work in such position or where the Town Meeting fails to vote to provide the necessary funds to maintain those positions. The following situations shall not constitute a layoff and accordingly shall not be governed by the layoff and recall procedure.

A. A change in the place of performance of the work from one department or work area to another.

B. A change whereby work performed on one shift is to be performed on a different shift or schedule when a layoff does occur, the least senior employee in the classification and department affected by the layoff, shall be the first to be laid off. The laid off employee(s) will retain recall rights for one (1) year beyond the date of termination or his/her length of service, whichever is less. Recall to active service will be in reverse order of layoff, that is: the most senior employee will be recalled first to the position and Department from which laid off. The employee must notify the Town of her/his availability to return to work within twenty-four (24) hours of the recall notice and report for work within one (1) calendar week or lose her/his right to recall.

15.1 Employees who are laid off during the term of this agreement will receive pay for vacation entitlement accrued but not taken up to the date of the layoff. In the event of recall to Town employment, during the year of the layoff, the employee will not be entitled to any further vacation time or pay for that vacation year commencing July 1 and ending June 30.

15.2 Employees who are laid off during the term of this agreement will receive holiday pay for the two holidays occurring

immediately after the day of the layoff. No other holiday payment shall accrue. In the event of a recall prior to the occurrence of the holiday the employee shall receive only one payment for the holiday(s).

15.3 Employees who are laid off during the term of this agreement will receive a day's pay for each three (3) days of unused portion of the employee's accumulated sick leave.

15.4 Employees who are laid off during the term of this agreement shall receive one (1) week's regular pay for each five (5) years of full-time continuous employment with the Town in accordance with the following examples:

5 to 10 years	1 week's pay
10 to 15 years	2 week's pay
15 to 20 years	3 week's pay

15.5 The date of payments under this reduction in force article shall be made as mutually agreed between the Town, the Union and the employee.

ARTICLE XVI

DURATION OF AGREEMENT

16.0 The provisions of this Agreement shall become effective as of July 1, 1999 and shall continue in full force and effect to and including June 30, 2002. The cost items negotiated into this agreement shall be subject to Town Meeting vote.

16.1 Either the Town or the Union may reopen this Agreement by written notice to the other not more than one hundred and fifty days (150) and not less than thirty (30) days prior to June 30, 1999. Not more than fifteen (15) days following receipt of such notice, collective bargaining shall commence for the purpose of considering the terms of a new or modified agreement.

This Agreement entered into this _____ of _____.

APPENDIX A

As of July 1, 1999 the following wage scale shall be in force for full-time and regular part time dispatchers.

NO DIFFERENTIAL FOR SHIFTS

APPENDIX A-1

STEPS	July 1, 1999	July 1 2000	July 1 2001
Step 1	\$ 12.42 PER HR	\$ 12.79 PER HR	\$ 13.18 PER HR
Step 2	\$ 13.05 PER HR	\$ 13.44 PER HR	\$ 13.84 PER HR
Step 3	\$ 13.75 PER HR	\$ 14.13 PER HR	\$ 14.56 PER HR
Sr.Disp.	\$ 15.75 PER HR	\$ 16.22 PER HR	\$ 16.71 PER HR

Part time Dispatchers, as described above, shall be paid time and a half (1 1/2) their normal hourly rate of pay when working any holidays which are listed in Article 8, Holidays.

In lieu of break time, the Town shall pay an additional thirty (30) minutes for each shift worked. Such time shall be included in the calculation.