

MEMORANDUM OF AGREEMENT

TOWN OF HANSON AND HANSON HIGHWAY DEPARTMENT UNION

THE TOWN RESERVES THE RIGHT TO WITHDRAW THE OFFER IF IT IS NOT RATIFIED BY THE UNION ON OR BEFORE MARCH 9, 2012.

This Memorandum of Agreement sets forth the material terms of a two-year Agreement between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Highway Department Union), covering the period from July 1, 2011 through June 30, 2013, which the parties' negotiating teams have reached in the process of negotiations.

This offer and any Agreement shall be considered off-the-record until ratified by the Union's membership and by the Board of Selectmen and funded by Town Meeting. The bargaining teams shall sponsor and support such ratification. Failing ratification by both the Union and the Board, the offer and Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions, and it shall not be admissible in any proceeding.

1. ARTICLE XI- PAY PRACTICES

- a. Effective July 1, 2012, increase the pay scale by 1.5 %.
- b. Effective June 30, 2013, increase the pay scale by 1.5 %.

2. HEALTH INSURANCE

Notwithstanding this Agreement, the parties retain all of their rights and obligations with respect to the 2011 health insurance reform legislation ("An Act Relative To Municipal Health Insurance").

3. ARTICLE XV. DURATION OF AGREEMENT-

Change dates to reflect a two year agreement, July 1, 2011-June 30, 2013.

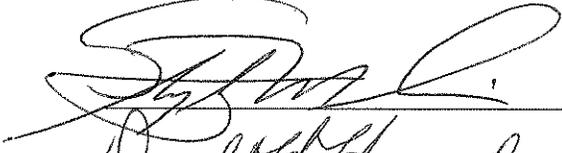
4. ARTICLE XIII. MISCELLANEOUS PROVISIONS -

13.10 Work Assignments in Excessive Heat

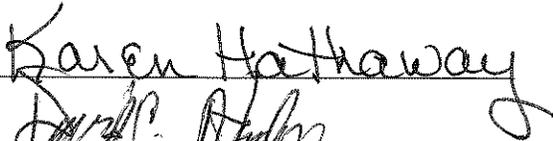
When the Union brings to the attention of the Highway Surveyor that a work assignment may be unsafe for an employee(s) due to extreme heat (90 degrees F or above), the Surveyor will investigate and determine whether the assignment should be temporarily changed. The Union may grieve the Surveyor's decision to the Town Administrator but the Town Administrator's decision shall be final and not subject to arbitration.

TOWN OF HANSON

HANSON HIGHWAY UNION



Donald E. Edwards
Richard J. [unclear]
James [unclear]
Dwight [unclear]



Karen Hathaway
Dwight [unclear]
Mette [unclear]

MARCH 13, 2012
Date:

3/13/12
Date:

Hourly Rates Effective July 1, 2011 - June 30, 2012

Classification	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
PW-1	\$21.63	\$22.59	\$22.98	\$23.38	\$23.77	\$24.17	\$24.56
PW-2	\$20.97	\$21.87	\$22.30	\$22.74	\$23.09	\$23.53	\$23.94
PW-4	\$19.66	\$20.52	\$20.89	\$21.26	\$21.62	\$21.99	\$22.35
PW-5	\$19.20	\$20.07	\$20.44	\$20.80	\$21.16	\$21.52	\$21.88
PW-6	\$18.53	\$19.55	\$19.93	\$20.31	\$20.70	\$21.08	\$21.47
PW-7	\$17.82	\$18.34	\$19.30	\$19.69	\$20.09	\$20.49	\$20.88
PW-8	\$16.70	\$17.71	\$18.09	\$18.46	\$18.83	\$19.20	\$19.58
HAA1	\$15.69	\$17.05	\$17.73	\$18.43	\$19.16	\$19.95	\$20.73

Hourly Rates Effective July 1, 2012

Utilizing a 1.5% Increase

Classification	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
PW-1	\$21.95	\$22.93	\$23.33	\$23.73	\$24.13	\$24.53	\$24.93
PW-2	\$21.28	\$22.20	\$22.63	\$23.08	\$23.44	\$23.88	\$24.30
PW-4	\$19.96	\$20.83	\$21.20	\$21.58	\$21.94	\$22.32	\$22.69
PW-5	\$19.49	\$20.37	\$20.75	\$21.11	\$21.48	\$21.84	\$22.21
PW-6	\$18.81	\$19.85	\$20.23	\$20.61	\$21.01	\$21.39	\$21.79
PW-7	\$18.09	\$18.62	\$19.59	\$19.99	\$20.39	\$20.80	\$21.20
PW-8	\$16.95	\$17.98	\$18.36	\$18.74	\$19.11	\$19.49	\$19.87
HAA1	\$15.93	\$17.31	\$18.00	\$18.71	\$19.45	\$20.25	\$21.04

Hourly Rates Effective June 30, 2013

Utilizing a 1.5% Increase

Classification	Min	Step 1	Step 2	Step 3	Step 4	Step 5	Max
PW-1	\$22.28	\$23.27	\$23.68	\$24.09	\$24.49	\$24.90	\$25.30
PW-2	\$21.60	\$22.53	\$22.97	\$23.43	\$23.79	\$24.24	\$24.66
PW-4	\$20.25	\$21.14	\$21.52	\$21.90	\$22.27	\$22.66	\$23.03
PW-5	\$19.78	\$20.68	\$21.06	\$21.43	\$21.80	\$22.17	\$22.54
PW-6	\$19.09	\$20.15	\$20.53	\$20.92	\$21.32	\$21.71	\$22.12
PW-7	\$18.36	\$18.89	\$19.88	\$20.29	\$20.70	\$21.11	\$21.51
PW-8	\$17.20	\$18.25	\$18.64	\$19.02	\$19.40	\$19.78	\$20.17
HAA1	\$16.17	\$17.57	\$18.27	\$18.99	\$19.74	\$20.55	\$21.35

AGREEMENT
**TOWN OF HANSON AND AFSCME COUNCIL 93, LOCAL 1700 (HANSON
HIGHWAY DEPARTMENT)**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Highway Department) to memorialize the parties' understandings regarding amendments to the parties' 2008-11 Contract and the manner in which necessary layoffs and hours reductions were implemented, all to address significant financial problems facing the Town in FY 2011.

1. ARTICLE IV- UNION AND EMPLOYMENT SECURITY-

Change section 4.6 to provide for a 4 (four) year recall period from a layoff.

2. ARTICLE XI- PAY PRACTICES-

Add the following sentence to section 11.1 so that it reads as follows:

"The pay scale scheduled to take effect on July 1, 2010 (Appendix A-c) will not take effect until June 30, 2011."

3. ARTICLE XIII- MISCELLANEOUS PROVISIONS-

a. Section 13.9- Health Insurance- Delete the existing language and insert in its place:

"The Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HOMS (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles. The employees' health insurance costs include the increases in co-pays/deductibles taking effect on July 1, 2010.

The Town agrees to contract for a Flexible Spending Account and pay the monthly assessment for each employee who participates."

4. REDUCTION IN FORCE-

The parties agree as to the manner in which the FY 11 layoffs and hours reductions were implemented except that the Union contends that Kevin Dykes should have been allowed to bump Chris Callahan. The parties reserve their respective positions on that issue, which will be resolved in arbitration. (AAA No. 11 390 01419 10).

TOWN OF HANSON

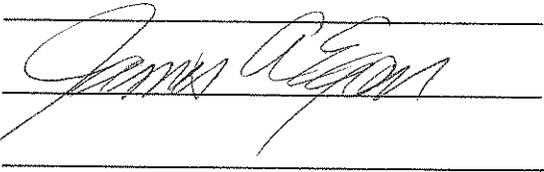
HANSON HIGHWAY DEPARTMENT



Donald H. Howard



David S. Hansen



James Regan

Date: 6/8/11

Date: 6/8/11

AGREEMENT

BETWEEN

TOWN OF HANSON

And

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 1700
(HIGHWAY DEPARTMENT)

July 1, 2008 through June 30, 2011

Fixed
Page Breaks
9/9/09

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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. Any benefit privilege or working condition presently contained in the Town's Personnel By-Laws and which is not in conflict with the provisions of this Agreement shall remain in full force and effect during the term of this Agreement. The following past practices presently existing in the departments shall remain in force during the term of this agreement:

1. Coffee Breaks
2. Cleanup time.

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, standards of productivity and performance and other conditions of employment for all employees in the Highway excluding the Highway Surveyor and all other employees of the Town, as certified by the State Labor Relations Commission, March 30, 1979. Included into the bargaining unit during 1979 negotiations were Health Department disposal area attendants and Town Hall building custodians who work a regular schedule of hours of twenty (20) or more per week.

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, discipline 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.

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 had said dues deducted. Such remittance shall be made by the tenth of the succeeding month, if possible. One quarter other monthly 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 hours 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, notice of such vacancy shall be posted in a conspicuous place listing the pay, duties, qualifications, area and normal work schedule. This notice of vacancy will remain posted for a period of seven (7) calendar days. Employees who are interested in filling the position may apply for consideration by written notice to the Department Head within the posted period of seven (7) calendar day is. It is the policy of the Town to fill positions in the unit by the upgrading or promotion of persons presently employed. The first consideration of employees for upgrading or promotion shall be made within the employees' department with the second consideration of all employees within the unit. Upgradings and promotions, if made, shall be based upon ability and qualifications. When ability and qualifications of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Town from hiring more qualified applicants from outside the bargaining unit.

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 of 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 An employee newly hired into the unit, after the effective date of this agreement, shall serve a probationary period of ninety (90) calendar days to determine fitness for service with the hiring department. During the employee's probationary period, he may be terminated without benefit or recourse to any provision of this Agreement and the Union shall not question the Town's right to terminate such probationary employee.

4.5 The Town may not suspend or discharge any employee without just cause. In cases involving the suspension or discharge of a permanent employee the Town shall notify the employee in writing of his suspension or discharge and the reasons therefore. Any dispute arising between the Town and the Union concerning the existence of just cause for suspension or discharge shall be subject to the grievance and arbitration procedure set forth in this agreement.

4.6 The continuous length of service of an employee in the service of the Town shall determine the seniority of the employee. Except as the needs of the department may require, the principles of seniority shall apply in respect to tenure of employment, and vacation. In the case of a lay off or a reduction of work employees shall be laid off from the classification within the Department where the lack of work exists. In the event the employee is recalled to the classification and Department he shall be recalled in the reverse order of lay off; that is, the person laid off from the classification and department last shall be rehired or reinstated first. The Town agrees to call back laid off employees for a period of three years from the date of layoff. After such time the employee shall have no claim to any call back. Employees called back to employment within the three year time frame shall be subject to a complete physical examination to determine fitness for work at the Town's expense and must produce evidence of all proper licenses and qualifications within 60 days of re-employment. Article 4.6 will be grievable if decision is arbitrary, capricious or grossly unjust.

4.7 The Town agrees to permit representatives of the Union to enter upon Town property at reasonable times, with the approval of the Department Head, for individual discussions of working conditions, provided such discussions do not interfere with the performance of duties assigned to such employees.

4.8 Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment a service fee to the Union in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union. This Section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission, which requires, in part, that an Agency Service Fee be instituted only on a vote of a majority of all employees in the bargaining unit present and voting.

The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying an Agency Fee. The Union will intervene in and defend any administration or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. In such litigation the Town shall have no obligation to defend the termination.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay, or authorize payment of the service fee, in accordance with this Section the only remedy shall be termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

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 an employee have a grievance an earnest effort shall be made to settle such grievance at the earliest possible time by use 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 grievance is not settled under Step 1 the aggrieved employee may, within two (2) calendar weeks, refer the grievance to the Town Administrator. Such grievance shall be in writing and give all the pertinent information relative to the grievance and indicate the relief requested. The Town Administrator shall give a decision in writing within two (2) 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 thirty (30) days after the final decision of the Town Administrator has been given to the employee.

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, and grievance submitted to arbitration hereunder.

ARTICLE VI

HOURS OF WORK

6.0 The regular hours of work each day shall be consecutive. The work week shall consist of forty (40) hours of five (5) consecutive days, normally Monday through Friday, inclusive, except for clerical employees, and for employees in continuous operations. Clerical employees shall work a seven (7) hour consecutive work day, exclusive of meal periods. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for at least two (2) consecutive eight (8) hour shifts a day, seven (7) days a week. Hours for such an employee or group of employees shall be scheduled by the Department Head. The hours of work of disposal area attendants shall be as scheduled by the Department Head.

6.0A On a trial basis, the parties agree to a summer schedule of 40 hours per week for Highway employees, commencing Memorial Day (May 29, 2006) through Labor Day (September 4, 2006) 7:00 a.m. to 3:00 p.m.

6.1 Employees who work twenty (20) hours or more but less than thirty-five (35) hours per week on a regular scheduled basis are considered part-time employees. Such employees' hours shall be scheduled by the employees' Department Head after consultation with Union representatives.

6.2 The Town may, apart from the above, establish from time to time different work schedules 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, or eight (8) hours in any one day whichever weekly overtime hours are greater. In the case of the Clerical Secretary, time and a half (1 1/2) her hourly rate shall be paid for work performed in excess of thirty-five (35) hours in any work week, or seven (7) hours in any one day whichever weekly overtime hours are greater.

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. For all overtime requiring the operation of a chain saw, two employees shall be assigned.

7.2 An employee who is called back from his/her home to perform unscheduled work after having completed his assigned work and left his place of employment shall be paid at the rate of time and one-half (1 1/2) his regular straight time hourly rate for the first ten (10) overtime hours. Any additional overtime hours worked thereafter without a break in service shall be paid at double time the employees regular straight time hourly rate. The employee's regular shift shall not interrupt the calculations of overtime hours but shall also not be included in the calculation of overtime hours. An employee called back to perform unscheduled work shall receive no less than four (4) hours pay. Whenever any callback situation requires the use of a chainsaw, a minimum of two (2) employees shall be called back. Any employee called in on Sunday shall receive double time.

7.3 An employee shall be eligible to receive a payment of \$10.00 reimbursement for food which will be earned after working four (4) hours of overtime. Said payment shall be earned only once per day and only when working in an overtime status.

7.4 Employees will have the option of being paid or accruing compensatory time for all overtime worked. Compensatory time will be accrued at the same rate as pay (i.e. time and one-half or double time).

ARTICLE VIII

HOLIDAYS

8.0 Employees shall be granted the following twelve (12) 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 Day | 8. Columbus Day |
| 3. Presidents' Day | 9. Veterans' Day |
| 4. Patriots' Day | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day after Thanksgiving |
| 6. Independence Day | 12. ½ working day before
Christmas |
| | 13. Christmas Day |

In addition to the foregoing, each employee shall be entitled to one floating holiday per fiscal year which may be taken with at least 48 hours advance notice. Unused floating holidays may not be carried over.

8.1 Any employee required to work on any of the twelve (12) listed holidays shall receive double time (2) his/her straight time hourly rate 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 the 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 actively employed and who work a regular schedule of twenty (20) hours or more shall be allowed vacation on a pro rata basis without loss of their regular weekly rate of pay in accordance with the following schedule:

- a. An employee who has completed one (1) continuous year of service shall be granted ten (10) working days vacation leave.
- b. An employee who has completed five (5) continuous years of service shall be granted fifteen (15) working days vacation leave.

- c. An employee who has completed ten (10) continuous years of service shall be granted twenty (20) working days vacation leave.
- d. An employee who has completed fifteen (15) years of continuous service shall be granted twenty-five (25) working days vacation.
- e. An employee who has completed twenty (20) years of continuous service shall be granted twenty-seven (27) working days vacation.
- f. An employee who has completed twenty-five (25) years of continuous service shall be granted thirty (30) working days vacation.

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

9.2 Vacations 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 vacation year prior to the employees death but which had not been granted.

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) weeks' notice had 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. Unlimited sick leave shall be granted for sickness or injury to the employee.

10.1. Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:

1. Employee's illness or injury except where directly traceable to an employer other than the Town or to a work-related injury or illness covered by Massachusetts General Laws or intentionally self-inflicted injury.

2. Medical, optical or dental treatment required for an employee when such treatment cannot be accomplished on off-duty hours.

3. When serious illness of any employee's immediate family requires his/her personal attendance.

4. No sick leave shall be refused for an obvious personal injury or a situation requiring non-elective surgery. If a dispute arises concerning a return date for employment, procedures set forth under Section 10.2(2) of this Article shall be followed.

5. Abuse or falsification of any of the sick leave provisions shall be cause for disciplinary action.

6. Notification of absence shall be given to the Department Head as early as possible on the first day of absence.

7. Payments 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 Workmen's Compensation and the employee's regular rate. This co-payment shall not go or be extended beyond period of six (6) months duration.

10.2 Sick leave shall be granted in accordance with the following provisions:

1. Sick days granted numbering one through ten in a given absence shall be under the direct supervision of the Department Head and all such leave shall be subject

to his approval, and such approval shall not unreasonably be withheld.

2. On or before the completion of the tenth consecutive sick day, the Town Administrator shall convene the Board of Review, said Board of Review to consist of a member of the Town Administrator or their designated representative, a member of the negotiating team representing the bargaining unit and the Department Head. The Board of Review shall conduct a hearing and by majority vote, take action on any of the following recommendations:

a. Extend the sick leave for a specified amount of time, with full pay or proportion thereof, and conduct another hearing upon expiration of the time specified.

b. Require the individual to produce a medical certificate and/or their own examination of the individual by a recognized medical authority.

c. Terminate the sick leave. If the individual remains absent from employment, it will be without pay, and the Review Board may recommend disciplinary action to follow.

d. Make a recommendation that steps be taken to terminate the individual's employment.

10.3. The parties agree that any employee eligible for retirement during the term of this contract shall be entitled to buy back their accumulated sick time at a rate of one day's pay for each three (3) days of the unused portion of the employee's accumulated sick leave. Said employees will continue to accumulate their sick leave at a rate of one and one quarter (1 $\frac{1}{4}$) days per month until retirement. This section shall terminate at the expiration of this agreement.

ARTICLE XI

PAY PRACTICES

11.0 In this Agreement and made a part of as Appendix A-a to A-d, is a classification and pay plan. It lists all positions covered by the Agreement by title along with the wage ranges for each position.

11.1 Every employee in a position covered by this Agreement shall be given for an increase in compensation within their classification and rate range as of 1 July of each year of this contract. Progression through the employees classification and rate range is automatic, based on the Department Head's appraisal, which appraisal shall occur at least one (1) month prior to the 1st of July of each year, of the employee's ability and work performance. Increased compensation shall be a single annual step 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. The decision of the Department Head to withhold a step increase shall be grievable in accordance with the provisions of Article V. Increases of more than a single annual step shall require advance approval of the Town Administrator. New employees, as of July 1, 2001, shall increase on their respective anniversary date.

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 five (5) working days or more he shall be compensated in the higher rated position in accordance with the provisions of Section 11.2 of the Article. When the temporary assignment has been completed, the employee shall be returned to this former position and pay rate.

11.5 Employees who work a regular weekly schedule of thirty-five (35) hours or forty (40) hours shall be paid eight hundred and fifty dollars (\$850) per annum, with tax deductions for a clothing allowance. Said payment shall be paid out as follows: four hundred and twenty five dollars (\$425) in the first pay period of August and four hundred and twenty five dollars (\$425) in the first pay period of January. The need for items of clothing to be purchased shall be of uniform standard, quality and design as approved by the Department Head. The allocation is for the purchase of clothing used in Town work. Employee will be

required to wear proper uniforms during working hours approved as necessary by the department head.

11.6 Notwithstanding the foregoing, a newly hired employee shall not receive his/her clothing allowance until the first regular distribution of the allowance following the completion of his/her ninety (90) day probationary period. Upon completion of the probationary period, the employee will only be eligible for the regularly scheduled payment and not the entire annual clothing allowance regardless of date of hire.

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 withholding 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 be granted five (5) working days off without loss of pay in the event of a death in the immediate family of the employee, namely spouse, domestic partner, child, step-child, parent of either spouse, step-parent of either spouse. Employees shall be granted three (3) working days off without loss of pay in the event of a death of a grandparent of either spouse, brother, step-brother, sister, step-sister or grandchild. The days of this bereavement leave shall not be reduced 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 reason. Such paid days off shall be on a pro rata basis in accordance with the regular schedule of daily hours worked by the employee.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the

bereavement leave granted, the employee may request to defer one of the days to the later date. Such request shall be made at the time of notification to their supervisor of the death of one of the above-named relatives, and may be granted at the discretion of their supervisor.

13.1 Jury Duty

The Town will reimburse the employee the difference in wages earned as a juror and what his normal earning 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 Educational Incentive

Certain employee classifications require that employees maintain certification by the Commonwealth of Massachusetts. The Town agrees to reimburse the employee for the usual and normal tuition, required books, travel expenses and meals for courses taken by the employee in order to maintain the required certification. On completion of certification an employee shall be awarded the sum of five hundred (500) dollars in the first year of the contract, five hundred twenty-five (525) dollars in the second year of the contract, and five hundred fifty (550) dollars in the third year of the contract for each license required to perform their duties (excluding Mass. Drivers License but including C.D.L). Payment shall be made annually the first week of the new Fiscal Year per an expense check.

13.3 Bulletin Board

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

13.4 Part-time employees may receive benefits of this Agreement on a pro rata 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 thirty five (35) hours per week or twenty (20) or more hours per week.

13.5 Master Mechanic - Tools

The Master Mechanic shall receive an allocation of up to seven hundred and fifty dollars (\$750) annually for replacement of lost or broken tools or of specialty tools required to repair Town owned vehicles. The Town shall also allocate a sum of five hundred dollars (\$500) per year to purchase specialty tools which

shall be owned by the Town. Payment of tools purchased shall be on written receipt of monies expended by the Master Mechanic and approved by the Department Head.

13.6 Personal Emergency Leave

Three (3) days with full pay may be authorized for personal emergency but not for personal convenience. Personal days may be taken at the employee's discretion but the employee shall give twenty-four (24) hours notice when practical and as much notice as possible in an emergency situation.

13.7 Longevity - If any other employee group under the direction of the Town Administrator is granted a longevity plan, then negotiations will open within thirty (30) days of the other groups receipt of benefits if a written request is received by the Town Administrator from the Union.

13.8 The Town will provide full-time employees (excluding the Secretary and Disposal Agent) with beepers. This practice will allow better communication between the Highway Surveyor and his employees especially during emergency situations, i.e. storms.

13.9 Health Insurance - The Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HMOs (HMO Blue and Harvard Pilgrim) it currently offers. The Town will pay 65% (65 percent) of the monthly premium cost of both the individual and family plans for the Blue Cross PPO it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles.

At the request of either party, the parties will meet to discuss alternative health insurance options during the term of the Contract but any change to the existing language is subject to the parties reaching agreement.

ARTICLE XIV

ANTI-DISCRIMINATION

14.0 The parties to 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

DURATION OF AGREEMENT

15.0 The provisions of this Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect to and including June 30, 2011 and from year to year thereafter unless modified, terminated, or changed as hereinafter provided.

15.1 Either the Town or the Union may reopen this Agreement by written notice, forwarded by registered mail to the other, not more than one hundred and fifty (150) days and not less than thirty (30) days prior to June 30, 2011 or prior to June 30th of any subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of a new or modified agreement.

15.2 If settlement is not reached by June 30, 2011 or June 30th of any subsequent year this Agreement shall continue in force and effect until midnight of the tenth (10) day following written notice given by either the Town or the Union of its intention to terminate this Agreement.

APPENDIX A-a.
PAY AND CLASSIFICATION

The following rates are in effect July 1, 2008 through June 30, 2009.

Hourly Rates Effective July 1, 2008

Utilizing a 3%

<i>Classification</i>	<i>Min</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Max</i>
PW-1	\$20.39	\$21.29	\$21.66	\$22.04	\$22.41	\$22.78	\$23.15
PW-2	\$19.77	\$20.61	\$21.02	\$21.44	\$21.77	\$22.17	\$22.56
PW-4	\$18.53	\$19.34	\$19.69	\$20.04	\$20.38	\$20.73	\$21.07
PW-5	\$18.10	\$18.92	\$19.26	\$19.60	\$19.94	\$20.28	\$20.62
PW-6	\$17.47	\$18.43	\$18.79	\$19.15	\$19.51	\$19.87	\$20.23
PW-7	\$16.80	\$17.29	\$18.19	\$18.56	\$18.93	\$19.31	\$19.68
PW-8	\$15.74	\$16.69	\$17.05	\$17.40	\$17.75	\$18.10	\$18.46
HAA1	\$14.79	\$16.07	\$16.71	\$17.37	\$18.06	\$18.81	\$19.54

PW-1 Highway Supervisor

PW-2 Master Mechanic

PW-4 Mechanics Helper or Senior Heavy Equipment Operator/Forman

PW-5 Heavy Equipment Operator

PW-6 Equipment Operator or Senior Disposal Attendant

PW-7 Skilled Laborer or Town Building Custodian

PW-8 Unskilled Laborer or Disposal Area Attendant

HAA1 Administrative Assistant to Highway Surveyor

APPENDIX A-b.
PAY AND CLASSIFICATION

The following rates are in effect July 1, 2009 through June 30, 2010.

Hourly Rates Effective July 1, 2009

Utilizing a 3% Increase

<i>Classification</i>	<i>Min</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Max</i>
PW-1	\$21.00	\$21.93	\$22.31	\$22.70	\$23.08	\$23.46	\$23.84
PW-2	\$20.36	\$21.23	\$21.65	\$22.08	\$22.42	\$22.84	\$23.24
PW-4	\$19.09	\$19.92	\$20.28	\$20.64	\$20.99	\$21.35	\$21.70
PW-5	\$18.64	\$19.49	\$19.84	\$20.19	\$20.54	\$20.89	\$21.24
PW-6	\$17.99	\$18.98	\$19.35	\$19.72	\$20.10	\$20.47	\$20.84
PW-7	\$17.30	\$17.81	\$18.74	\$19.12	\$19.50	\$19.89	\$20.27
PW-8	\$16.21	\$17.19	\$17.56	\$17.92	\$18.28	\$18.64	\$19.01
HAA1	\$15.23	\$16.55	\$17.21	\$17.89	\$18.60	\$19.37	\$20.13

PW-1 Highway Supervisor

PW-2 Master Mechanic

PW-4 Mechanics Helper or Senior Heavy Equipment Operator/Forman

PW-5 Heavy Equipment Operator

PW-6 Equipment Operator or Senior Disposal Attendant

PW-7 Skilled Laborer or Town Building Custodian

PW-8 Unskilled Laborer or Disposal Area Attendant

HAA1 Administrative Assistant to Highway Surveyor

APPENDIX A-C.
PAY AND CLASSIFICATION

The following rates are in effect July 1, 2010 through June 30, 2011.

Hourly Rates Effective July 1, 2010

Utilizing a 3% Increase

<i>Classification</i>	<i>Min</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Max</i>
PW-1	\$21.63	\$22.59	\$22.98	\$23.38	\$23.77	\$24.16	\$24.56
PW-2	\$20.97	\$21.87	\$22.30	\$22.74	\$23.09	\$23.53	\$23.94
PW-4	\$19.66	\$20.52	\$20.89	\$21.26	\$21.62	\$21.99	\$22.35
PW-5	\$19.20	\$20.07	\$20.44	\$20.80	\$21.16	\$21.52	\$21.88
PW-6	\$18.53	\$19.55	\$19.93	\$20.31	\$20.70	\$21.08	\$21.47
PW-7	\$17.82	\$18.34	\$19.30	\$19.69	\$20.09	\$20.49	\$20.88
PW-8	\$16.70	\$17.71	\$18.09	\$18.46	\$18.83	\$19.20	\$19.58
HAA1	\$15.69	\$17.05	\$17.73	\$18.43	\$19.16	\$19.95	\$20.73

- PW-1 Highway Supervisor
- PW-2 Master Mechanic
- PW-4 Mechanics Helper or Senior Heavy Equipment Operator/Forman
- PW-5 Heavy Equipment Operator
- PW-6 Equipment Operator or Senior Disposal Attendant
- PW-7 Skilled Laborer or Town Building Custodian
- PW-8 Unskilled Laborer or Disposal Area Attendant
- HAA1 Administrative Assistant to Highway Surveyor