

COPY

AGREEMENT

BETWEEN

HANSON BOARD OF WATER COMMISSIONERS

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, AFL-CIO STATE COUNCIL 93, LOCAL 1700

JULY 1, 2007 THROUGH JUNE 30, 2010

TABLE OF CONTENTS

Introductory Paragraph	3
Article I: Stability of Agreement	4
Article II: Recognition.....	5
Article III: Management Rights.....	5
Article IV: Union and Employment Security.....	6
Article V: Grievance and Arbitration Procedure.....	10
Article VI: Hours of Work.....	11
Article VII: Overtime.....	14
Article VIII: Holidays.....	14
Article IX: Vacations.....	16
Article X: Sick Leave.....	17
Article XI: Pay Practices.....	19
Article XII: Work Stoppages.....	21
Article XIII: Miscellaneous Provisions.....	21
Article XIV: Antidiscrimination.....	24
Article XIV A: Drug and Alcohol Policy.....	24
Article XV: Duration of Agreement.....	24
Appendix A.....	25
Letter of Understanding.....	26

AGREEMENT

Between

TOWN OF HANSON BOARD OF WATER COMMISSIONERS

And

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

This Agreement entered into by the Hanson Board of Water Commissioners, hereinafter referred to as the "Board" 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 Board 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 provision 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.

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 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 evidence by letters of mutual intent that shall be signed by representatives of the parties duly authorized by the Board and the Union.

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

ARTICLE II:

RECOGNITION:

2.0 The Board 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 Water Department excluding the Water Superintendent and all other employees of the Town of Hanson.

ARTICLE III:

MANAGEMENT RIGHTS:

3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Board shall have exclusive right to take any action it deems appropriate in the management of the Water Department and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives, which the Board had not expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in the Board. Without limiting the generalities of the foregoing, the Board 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 operation of the Water Department.

3.1 The Board retains the exclusive right to immediately terminate for serious offenses, including but not limited to the following:

- (a) Insubordination, i.e., refusal to carry out work orders, etc.
- (b) Fighting;
- (c) Sexual harassment;
- (d) Unauthorized removal of property belonging to the Water Department including but not limited to tools, documents, computers, etc.

- (e) Unauthorized copying of letters, memorandums and any other written material pertaining to Water Department business;
- (f) Unauthorized opening of the desks and/or files of the Water Superintendent, Assistant Water Superintendent, Secretary and Board Members;
- (g) Either possession, distribution or use while on Water Department property or during the work day of alcohol or drugs;
- (h) Willful damage to Water Department property or its distribution system;
- (i) Excessive tardiness and/or absences as may be determined by the Water Superintendent.

ARTICLE IV:

UNION AND EMPLOYMENT SECURITY.

4.0 The Board 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 Board, of proper signed authorization forms requesting such deductions. The Board shall instruct the Town of Hanson Treasurer/Collector to remit the aggregate monthly amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. The Treasurer/Collector should send such remittance by the tenth of the succeeding month, if possible. One quarter of the monthly dues should be deducted from the employee's pay weekly.

4.1 A written list of Union Stewards and other representatives shall be furnished to the Board immediately after their designation and the Union shall notify the Board of any changes. The Water Department Union Steward 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 the Union Steward and the employees and prior approval has been given by the Water Superintendent 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 and normal work schedule. In addition each employee of the Water Department will receive a copy. This notice of vacancy will remain posted for a period of five (5) calendar days. Employees who are interested in filling the position may apply for consideration by written notice to the Water Superintendent within the posted five (5) calendar days. It is the policy of the Board to fill positions in the Water Department by the upgrading or promotion of persons presently employed. The first consideration of employees for upgrading or promotion shall be made within the Water Department. Upgradings and promotions, if made, shall be based upon prior attendance, tardiness, ability, experience, qualifications and the employees' annual performance evaluations. When two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Board from hiring, in the Board's opinion, more qualified applicants from the outside the bargaining unit. If after five (5) calendar days of posting no Water Department employee applies for the position the Board will review any applications for employment on file and may advertise for applications outside the bargaining unit to fill the vacant position.

4.3 There shall be no discrimination by the Board or Water Superintendent 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 Board 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 Water Department, after the effective date of this Agreement, shall serve a probationary period of one hundred eighty days (180) calendar days to determine if said employee will be employed on a full-time basis. This determination will be made solely by the Water Superintendent. 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 Board's right to terminate such probationary employee.

4.5 The Board may not suspend or discharge any employee without just cause. Any dispute arising between the Board and the Union concerning the existence of just cause for the 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 principle of seniority will apply in respect to tenure of employment except where, in the opinion of the Board and Water Superintendent, a more qualified employee with less seniority may be more valuable to the Department. If two or more employees, in the opinion of the Board and Water Superintendent, are considered relatively equal in the job performance, etc., seniority will prevail. In the event the employee is recalled to the classification and Department, he shall be recalled in the reverse order of layoff, that is, the person laid off from the classification and department last shall be rehired or reinstated first. Article 4.6 will be grievable if the decision is arbitrary, capricious or grossly unjust.

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

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 their one hundred and eighty (180) day probationary period expires and they become full-time employees in the case of new hires. 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 require, in part, that an Agency Service Fee be instituted only by a vote of the majority of all employees of the Water Department present and voting. The Union shall reimburse the Board 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 administrative or court litigation concerning the propriety of such termination for failure to pay the Agency Fee. In such litigation the Board 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 Board to pay such Agency Fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay, or authorize payment of the Agency 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 Agency Fee after having sufficient time to do so.

ARTICLE V:

GRIEVANCE AND ARBITRATION PROCEDURE:

5.0 Any difference as to 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 use of the following procedure.

Step 1: The employee with or without the Union Steward shall present his grievance to the Water Superintendent within five (5) working days after the occurrence of the situation, condition or action giving rise to the grievance. The Superintendent shall respond in writing within ten (10) working days of receipt of the grievance.

Step 2: If the employee grievance is not settled under Step 1, the aggrieved employee may, within two (2) calendar weeks after receipt of the decision at Step 1, refer the grievance to the Board. The Board shall respond in writing within thirty (30) days of receipt of the grievance.

5.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties. If the Superintendent or Board does not respond within the specified time period (or any extension thereof), then the time limit for proceeding to the next step shall automatically commence.

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 Board 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 Board.

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 as to authorize any arbitrator to alter or modify this Agreement or any of its provisions or to take any action to prevent the Board and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

ARTICLE VI:

HOURS OF WORK:

6.0 The regular hours of work each day shall be consecutive, except for interruption for meal periods. The workweek shall consist of forty (40) hours of five (5) consecutive days, normally Monday through Friday, inclusive, except for the Administrative Assistant to the Water Superintendent. The Administrative Assistant shall work a minimum of thirty-five (35) hours per week and a seven (7) hour work day normally Monday through Friday. The Administrative Assistant may be asked to work additional hours per week, which will be paid as overtime under Article VII of this Agreement. 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 hours for at least two (2) consecutive eight (8) hour shifts or for which there is regularly scheduled shifts of twenty four (24) hours a day seven (7) days a week. A five- (5) day

workweek for these employees may include Saturdays and Sundays for which straight time will be paid. Hours for such an employee or group of employees shall be scheduled by the Water Superintendent.

6.1 One member of the bargaining unit will serve as the "on call" employee for each seven day period commencing at 12:00 a.m. Monday through 11:59 p.m. Sunday. On call duty shall rotate among the members of the bargaining unit. The Union shall be responsible for providing the Police Department Dispatch Center with the names and pager numbers of the employees who are assigned to on call duty each week. Employees may swap on call duty, but any employee who is assigned to on call duty who swaps with another employee is responsible for notifying the Dispatch Center of the change.

The on call employee must keep his pager on at all times while assigned to such duty. It is the responsibility of the on call employee to respond immediately to any call for emergency service. It is also the responsibility of the on call employee to perform well checking duties on Saturdays, Sundays and any holidays that occur during the week that the employee is assigned to on call duty.

The employee assigned to on call duty shall receive a stipend of \$100.00 for each week of such assignment. Such stipend shall be in addition to any overtime pay due for responding to calls or performing well checking duty. In the event that the employee assigned to on call duty swaps with another employee, the Water Department shall incur no additional financial obligation with respect to the payment of the stipend.

Nothing herein shall change the practice whereby all employees are required to carry pagers.

6.2 Summer Hours for Field Employees Effective July 1 through September 3, 2007

inclusive only, the regular hours of work for field employees only shall be 7:00 a.m. through 3:00 p.m. Field employees shall receive a paid lunch of ½ hour, but shall be responsible for responding to any emergency situations that may arise during their lunch periods. A field employee who wishes to work the schedule set forth above must execute the following meal break waiver form:

I, _____, hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

Date: _____ Signature: _____

Any employee who revokes his meal break waiver will not be entitled to work the schedule set forth above.

In the event that a field employee works beyond 3:00 p.m., no overtime shall be paid for any work performed before 3:30 p.m.

It is specifically agreed and understood that the schedule set forth in this Section 6.2 shall end at 12:01 a.m. on September 4, 2007 unless the parties have affirmatively agreed in writing to extend such schedule. Absent any such agreement, field employees' hours of work shall revert to the hours in effect as of May 28, 2007.

The parties will meet in December, 2007 for the purpose of discussing field employees' hours of work. However, nothing shall obligate the Water Department to agree to any specific schedule of hours of work for field employees.

ARTICLE VII:

OVERTIME:

7.0 Overtime pay at the rate of one and one-half (1 ½) times the employee's 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 provided, however, that the position of CA-5 shall receive overtime pay at the above referenced rate for work in excess of thirty-five (35) hours in any workweek, or seven (7) hours in any one day whichever weekly overtime hours are greater.

7.1 The Water Superintendent will distribute overtime opportunities as equitably as is practicable with the objective of having employees in the Department at the end of the contract term, have as small a variation in overtime as is reasonable under all the circumstances. New employees will be added to the overtime list and will receive equal opportunity. An employee refusing overtime opportunities will be charged the amount of overtime hours worked by his replacement(s). There shall be no duplication or pyramiding of overtime payments.

7.2 An employee who is called back from their 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 ½) his regular straight time hourly rate for such unscheduled work but shall receive no less than four (4) hours pay. However, employees called back to work on Sunday or holidays shall be paid at the rate of double his regular straight time hourly rate for such unscheduled work but shall receive no less than four (4) hours pay.

7.3 After twelve (12) hours of work, a paid meal period of one-half (1/2) hour.

ARTICLE VIII:

HOLIDAYS:

8.0 Employees shall be granted the following paid holidays without loss of pay, if

actively employed on the occurrence of each holiday:

1. New Year's Day
2. Martin Luther King's Day
3. Presidents' Day
4. Patriot's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veteran's Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day
13. Day after Christmas if Christmas falls on a Thursday.
14. One-half (1/2) day off before Christmas with pay if Christmas does not fall on Thursday.
15. One-half (1/2) day on Good Friday
16. One-half (1/2) day on New Year's Eve if New Year's Eve falls on a Monday through Friday.

8.1 Any employee required to work on any of the listed paid holidays shall receive time and one half (1 ½) their 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.

8.3 Any employee required to work on Thanksgiving, Christmas or New Years shall be paid two (2) times their hourly rate for all hours worked on the holiday in addition to their holiday pay.

8.4 Birthday off with pay for Administrative Assistant to the Water Superintendent if birthday falls during regular workweek.

8.5 An employee will be entitled to a floating holiday in the event that Town Hall is closed, provided that the employee actually works on the day that Town Hall is closed. A

request to use a floating holiday must be made in writing and must be approved by the Superintendent.

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 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 twenty (20) working days vacation leave.
- e. An employee who has completed twenty (20) years of service shall be granted twenty-five (25) working days vacation leave.
- f. An employee who has completed thirty (30) years of continuous service shall be granted twenty-seven (27) 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 Water Superintendent at such time as will cause the least interference with the performance of the regular work of the Department. 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 employee's 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 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 is working a regular weekly schedule of forty (40) hours or thirty-five (35) hours or more and who has completed three (3) months of service shall be allowed sick leave at a rate of one and one quarter ($1 \frac{1}{4}$) day per month. Such accrual of sick leave shall be on a pro rata basis in accordance with the weekly schedule of hours worked.

10.1 An employee who is working a regular weekly schedule of forty (40) hours or thirty-five (35) hours or more and who has completed three (3) months of service may extend his sick leave accrual up to a maximum of two hundred (200) days at the rate of one and one quarter ($1 \frac{1}{4}$) days per month. Such accrual of sick leave shall be on a pro-rata basis in accordance with the weekly schedule of hours worked.

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 Water

Superintendent and shall be made to the Board. The Board 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 Water Superintendent's recommendation, the employee's attendance and job performance record and length of continuous service with the Town. The decision to grant or deny additional sick leave shall not be subject to the grievance and arbitration procedure. Sick leave granted under Section 10.2 shall not be added to the employees accumulated sick leave.

10.3 A physician's certificate of illness may be requested by the Department for any period of illness, provided the Water Superintendent has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Water Superintendent after five (5) days' absence, unless voided by the Water Superintendent. 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 under the provision 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. Sick leave shall not accumulate during an employee's absence because of work-related injury or illness beyond a period of six- (6) month's duration.

10.6 Sick leave may be granted by the Water Superintendent for a single day of absence due to personal employee illness, injury, or regular medical option, or dental treatment of the employee. Employees shall make every effort to schedule non-emergency medical or dental appointments during non-working hours.

10.7 Nothing in this section shall be construed to conflict with the General Laws of the Commonwealth of Massachusetts governing compensation for a work-related injury or illness.

10.8 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 seventy-five (175) days as a base.

10.9 An employee who uses zero (0) sick days in a fiscal year shall be entitled to an additional two days vacation. An employee who has used three (3) or fewer sick days in a fiscal year, shall be permitted to buy-back five (5) days at the effective rate on June 30. An employee who has used four (4) or five (5) sick days in a fiscal year shall be permitted to buy-back two and one-half (2 ½) days at the effective rate on June 30. In either case, an employee choosing buy-back will not have any remaining days applied to sick leave accrual.

ARTICLE XI:

PAY PRACTICES:

11.0 In this Agreement and made a part of as Appendix A, 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 considered for an increase in compensation within their classification and rate range, annually. Progression through the employee's classification and rate range is not automatic but is based on the Department Head's appraisal of the employee's ability and work performance. Increased compensation shall be a single annual step recommended by the Water Superintendent and approved by the Board and payment should occur within thirty (30) days of the anniversary date

of the last employment or date of job change. Increases of more than a single annual step shall require approval of the Board.

11.2 An employee promoted to a higher rate 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 be placed at whatever rate in the lower grade is closest to, but lower than, his/her current rate.

11.4 When an employee is assigned and is working full-time in a higher rate 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 his former position and pay rate.

11.5 The practice of providing protective and work clothing will be continued during the term of this Agreement. Employees who work a regular forty (40) hour workweek shall be granted an annual clothing allowance of \$825.00. The clothing allowance will be paid in the second payroll in July. An employee who leaves prior to June 30 of any year will rebate a pro rata share of the clothing allowance received in that fiscal year. It is specifically agreed and understood that the Water Department may deduct such rebate from any regular compensation or accrued vacation pay that would otherwise be payable upon termination. If such regular compensation or accrued vacation pay is not sufficient to cover the amount of clothing allowance to be rebated, the employee shall pay the Water Department directly for any shortage.

ARTICLE XII:

WORK STOPPAGE:

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

12.1 Should any of its members engage in any of the prohibited practice 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 may have up to five (5) consecutive calendar days off without loss of pay in the event of a death in the immediate family of the employee, namely, spouse, child, parents, brother or sister, if the death occurs on a Monday; four (4) days if on a Tuesday; three (3) days if on a Wednesday. Employees may have up to two (2) consecutive calendar days off without loss of pay in the event of death of a parent of a spouse or a grandparent of either spouse. Additional time without pay may be granted by the Water Superintendent to attend the out of State funeral of any of the aforementioned relatives' death. 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 reason. The decision to grant or deny additional bereavement leave shall not be subject to the grievance and arbitration procedure. Such paid

days off shall be on a pro rata basis in accordance with the regular schedule of daily hours worked by the employee.

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 and passed by the employee in order to maintain the required certification. Eligible employees shall receive compensation for licenses as follows:

CDL (Basic)	225.00
CDL (Air Brakes)	400.00
CDL (Trailer)	400.00
Heavy Eq. Op.	400.00
D-1	650.00
T-1	650.00
D-2	1500.00
T-2	1500.00

An employee shall be paid only for one CDL license, one distribution license, and one treatment license.

License stipends shall be paid in two equal installments during the fiscal year. An employee who obtains a license on or before December 31 shall receive the full applicable stipend as set forth above. An employee who obtains a license after December 31 shall receive one-half (1/2) of the applicable stipend.

13.3 Bulletin Board:

The Board 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 Personal Emergency Leave:

Three (3) days with full pay may be authorized for personal emergency by the Water Superintendent.

13.5 Longevity:

If any other employee group under the direction of the Board of Selectmen is granted a longevity plan, then negotiations will open within thirty (30) days of the other group's receipt of benefits if a written request is received by the Board from the Union.

13.6 Maternity Leave:

Maternity leave shall be granted in accordance with the provisions of M.G.L. Chapter 149, Section 105D.

13.7 Military Leave:

An employee who is required to be absent from regularly assigned duty to fulfill obligations as a member of the Reserves or National Guard for a period of up to seventeen (17) days shall have the options of:

- 1.) Being paid the difference between base pay and military pay; or
- 2.) Receiving one weeks' regular pay, with the remainder of the leave to be unpaid or covered by accrued vacation, at the employee's option.

ARTICLE XIV:

ANTIDISCRIMINATION:

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 executive and administration of this Agreement.

ARTICLE XIV A:

DRUG AND ALCOHOL POLICY:

14A.0 Employees shall abide by and be subject to the Hanson Water Department Drug and Alcohol Policy. Each employee shall be provided with a copy of said Policy and a copy will be maintained in the Water Department offices.

ARTICLE XV:

DURATION OF AGREEMENT:

15.0 The provision of this Agreement shall be effective as of July 1, 2007 and shall continue in full force and effect to an including June 30, 2010.

Agreed this 28th day of JUNE 2007.

FOR AFSCME COUNCIL 93

Carol Suzzero
[Signature]
[Signature]
Chris Wilson
Stephen Auhlheit

FOR THE BOARD OF WATER COMMISSIONERS

[Signature]
Joseph M. Duffy
[Signature]
[Signature]
[Signature]

APPENDIX A

Effective July 1, 2007:

<u>Classification</u>	<u>Min.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max.</u>
PW-1	20.10	20.48	20.79	21.24	21.60	21.98	22.35
PW-5	17.83	18.16	18.47	18.86	19.19	19.54	19.89
PW-6	17.21	17.65	17.97	18.33	18.69	19.07	19.43
PW-7	16.54	16.94	17.27	17.67	18.07	18.45	18.84
CA-5		18.14	18.75	19.37	20.03	20.72	21.42

Effective July 1, 2008:

<u>Classification</u>	<u>Min.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max.</u>
PW-1	20.70	21.09	21.41	21.88	22.25	22.64	23.02
PW-5	18.36	18.70	19.02	19.43	19.77	20.13	20.49
PW-6	17.73	18.18	18.51	18.88	19.25	19.64	20.01
PW-7	17.04	17.45	17.79	18.20	18.61	19.00	19.41
CA-5		18.68	19.31	19.95	20.63	21.34	22.06

Effective July 1, 2009:

<u>Classification</u>	<u>Min.</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max.</u>
PW-1	21.32	21.72	22.05	22.54	22.91	23.32	23.71
PW-5	18.91	19.26	19.59	20.01	20.36	20.73	21.10
PW-6	18.26	18.73	19.07	19.45	19.83	20.23	20.61
PW-7	17.55	17.97	18.32	18.75	19.17	19.57	19.99
CA-5		19.24	19.89	20.55	21.25	21.98	22.72

Letter of Understanding

The Hanson Water Department, acting through its' Board of Water Commissioners, and AFSCME Council 93, Local 1700, hereby agree as follows:

Notwithstanding the provisions of Section 9.1 of the Collective Bargaining Agreement, employees may request that the Board allow the carryover of up to one week of unused vacation to the next fiscal year. Such requests shall be made only for unforeseen and unusual circumstances. The Superintendent shall advise the Board of his position with respect to such requests. The Board may grant or deny any such request in its discretion and the Board's decision shall not be subject to the grievance and arbitration procedure.

AFSCME Council 93

Board of Water Commissioners

Dated: _____

Dated: _____

I, Stephan Archibald hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

Date: 7/24/07

Signature: Stephan Archibald

I, Chris Wilson hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

Date: 7-13-2007

Signature: Christopher J. [unclear]

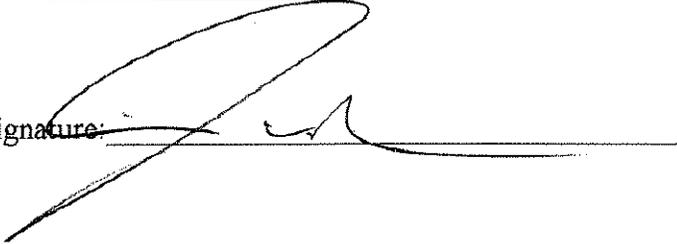
I, *Pat Merdian* hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

Date: *7/13/07*

Signature: *Pat Merdian*

I, Mr. Jerry David hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

Date: July 1, 07

Signature: 

MEMORANDUM OF AGREEMENT

COPY

The "Agreement Between Harrison Board of Water Commissioners and American Federation of State, County and Municipal Employees, AFL-CIO State Council 93, Local 1700, July 1, 2007 Through June 30, 2010 " is hereby amended by changing Section 6.2 to read as follows:

6.2 Summer Hours for Field Employees Effective May 27 through September 1, 2008 inclusive only, the regular hours of work for field employees only shall be 7:00 a.m. through 3:00 p.m. Field employees shall receive a paid lunch of ½ hour, but shall be responsible for responding to any emergency situations that may arise during their lunch periods. A field employee who wishes to work the schedule set forth above must execute the following meal break waiver form:

I, _____, hereby request that the Water Department allow me to waive my meal break required by M.G.L. Chapter 149, Section 100. I understand that I am entitled to a 30-minute unpaid meal break if I work six (6) hours or more. I am making this request for my own convenience. I have not been forced or coerced by the Water Department to submit this request but do so voluntarily. I understand that I am free to revoke this request and be granted the required meal breaks at any time.

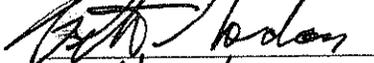
Date: _____ Signature: _____

Any employee who revokes his meal break waiver will not be entitled to work the schedule set forth above.

In the event that a field employee works beyond 3:00 p.m., no overtime shall be paid for any work performed before 3:30 p.m.

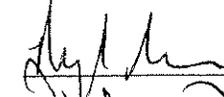
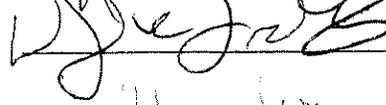
It is specifically agreed and understood that the schedule set forth in this Section 6.2 shall end at 12:01 a.m. on September 2, 2008 unless the parties have affirmatively agreed in writing to extend such schedule. Absent any such agreement, field employees' hours of work shall revert to the hours in effect as of May 26, 2008.

AFSCME, COUNCIL 93
LOCAL 1700



Chris Wilson
Steph Ahlstedt
Carol Suzzero

Dated: 3-3-08

BOARD OF WATER
COMMISSIONERS



Mary Ann Butler
J.M. Duff
Bruce A. Young

Dated: 2/27/08

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement sets forth the material terms of a one-year Contract extension between the Hanson Board of Water Commissioners ("Board") and AFSCME Council 93, Local 1700 ("Union"), covering the period from July 1, 2011 through June 30, 2012, 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 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.

If ratified by both parties' principals and funded by Town Meeting, a new comprehensive Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Memorandum of Agreement, along with the material terms of the Memorandum of Agreement implemented by the Board for the 2010-2011 Contract, into the unchanged provisions of the parties' 2007-10 Contract.

Unless otherwise specified, all the changes set forth below will take effect when Town Meeting funds this Agreement.

1. Article VI-Hours of Work- p.13

a. Add the following sentence to the third paragraph of Section 6.1: "Effective the date that the 2011-2012 Contract is funded by Town Meeting, there will be an end to any practice under which the employee assigned to on call duty was working less than a full work day."

b. Modify Section 6.2 to read as follows:

"Summer Hours for Field Employees- From Memorial Day through Labor Day, field employees shall be allowed to work a summer schedule, 7 a.m. to 3 p.m. if all field employees sign the lunch period waiver. Employees shall be allowed to eat lunch provided it does not interfere with them continuing to work."

2. Article VII- Overtime-p.14

Section 7.2- Replace the paragraph entitled "Unscheduled Overtime" with the following text:

"Unscheduled Overtime: An employee who is called back from the employee's home to perform unscheduled work after having completed his assigned work and left his place of employment, shall be paid the employee's regular overtime rate for all hours worked, but no less than four (4) hours pay. An employee will be paid his double time overtime rate when called back to work to perform unscheduled work on Sundays and during the paid holidays listed in the Contract."

Effective July 1, 2011

3. Article XV-Duration of Agreement- p. 27

Change dates to July 1, 2011 and June 30, 2012.

4. Appendix A-p.28

Modify hourly rate structure to account for a 3% increase to the base rate of the PW-1, PW-5, PW-6, PW-7 positions and a \$1.00/hr. increase to the base rate of the CA-5 position. New hourly rate structure would be as follows:

Effective July 1, 2011

Classification	Min.	Step 1	Step 2	Step 3	Step 4	Step 5	Max.
PW-1	21.96	22.37	22.71	23.22	23.60	24.02	24.42
PW-5	19.48	19.84	20.18	20.61	20.97	21.35	21.73
PW-6	18.81	19.29	19.64	20.03	20.42	20.84	21.23
PW-7	18.08	18.51	18.87	19.31	19.75	20.16	20.59
CA-5		20.24	20.89	21.55	22.25	22.98	23.72

AFSCME Council 93, Local 1700

Hanson Water Commissioners

Stephan Amherst

Christopher J. White

Carol Suggs

Bob Anderson

DATED:

9/30/11

DATED:

THESE PROPOSALS ARE PRESENTED FOR THE SOLE PURPOSE OF NEGOTIATING A SUCCESSOR CONTRACT. THE WATER DEPARTMENT RESERVES THE RIGHT TO WITHDRAW OR MODIFY THE PROPOSALS AT ANY TIME. THESE PROPOSALS ARE PRESENTED WITH THE EXPRESS CONDITION THAT THEY CANNOT BE USED TO PREJUDICE IN ANY MANNER THE TOWN'S POSITION IN ANY PENDING OR FUTURE MATTER. NO PROPOSAL IS A CONCESSION BY THE WATER DEPARTMENT OF ANY LIMITATION ON ITS EXISTING RIGHTS UNDER THE COLLECTIVE BARGAINING AGREEMENT OR OTHERWISE CONCERNING THE SUBJECT MATTER COVERED BY THE PROPOSAL.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement sets forth the material terms of a one-year Contract extension between the Hanson Board of Water Commissioners ("Board") and AFSCME Council 93, Local 1700 ("Union"), covering the period from July 1, 2012 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 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.

If ratified by both parties' principals and funded by Town Meeting, a new integrated Collective Bargaining Agreement shall be drafted which incorporates the material terms of this Memorandum of Agreement, along with the material terms of the Memorandum of Agreement implemented by the Board for the July 1, 2011 to June 30, 2012 Contract.

Unless otherwise specified, all the changes set forth below will take effect when Town Meeting funds this Agreement.

ARTICLE VI: HOURS OF WORK:

Section 6.0: Delete the third sentence and amend the second sentence to read as follows: "The workweek shall consist of forty (40) hours of five (5) consecutive days, normally Monday through Friday".

Section 6.1: Amend the third paragraph, first sentence to read as follows: "The employee assigned to on call duty shall receive a stipend of \$200.00 for each week of such assignment."

ARTICLE VII: OVERTIME (Section 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 rate of time and one half his/her regular straight time hourly rate. On Sundays or holidays, employees will accrue compensatory time at the rate of double time his/her straight time hourly rate. Any employee may accrue a maximum of 120 hours compensatory time. Any accrued unused compensatory time may be carried over to the next fiscal year, subject to the 120 hour maximum.

Add New Section to Article VII. For any employee assigned to scheduled overtime on a weekend, the employee will receive a minimum of three hours of overtime pay at the rate of one and one-half his regular straight time hourly rate.

ARTICLE XIII: MISCELLANEOUS PROVISIONS:

Section 13.2, Educational Incentive: Increase CDL (Trailer) stipend from \$400.00 to \$450.00

ARTICLE X SICK LEAVE

Add New Language to Section 10.8: Upon termination of employment with the Town due to the employee's retirement or death, Carol Svizzero, shall receive a day's pay for each two (2) days of unused accrued sick leave, provided that in no event shall there be any payment for accumulated sick leave in excess of one hundred and seventy-five (175) days as a base.

ARTICLE XV DURATION OF AGREEMENT:

Change dates to July 1, 2012 and June 30, 2013.

APPENDIX A:

Modify hourly rate structure for all classifications to account for a 1.5% increase to the base rate effective July 1, 2012 and a 1.5% increase to the base rate effective June 30, 2013. New hourly rate structure will be as follows:

Effective July 1, 2012

<u>Classification</u>	<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max.</u>
PW-1	22.29	22.71	23.05	23.57	23.95	24.38	24.79
PW-5	19.77	20.14	20.48	20.92	21.28	21.67	22.06
PW-6	19.09	19.58	19.93	20.33	20.73	21.15	21.55
PW-7	18.35	18.79	19.15	19.60	20.05	20.46	20.90
CA-5		20.54	21.20	21.87	22.58	23.32	24.08

Effective June 30, 2013

<u>Classification</u>	<u>Min</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Max.</u>
PW-1	22.62	23.05	23.40	23.92	24.31	24.75	25.16
PW-5	20.07	20.44	20.79	21.23	21.60	22.00	22.39
PW-6	19.38	19.87	20.23	20.64	21.04	21.47	21.87
PW-7	18.63	19.07	19.44	19.89	20.35	20.77	21.21
CA-5		20.85	21.52	22.20	22.92	23.67	24.44

AFSCME Council 93, Local 1700

(Steward)

Stephen Archibald
Chris White
Peter Anderson
Carol Suzzero

DATED: 9-26-12

Hanson Water Commissioners

Michael Duff
Michael Chumie
Andre Saint
Ronald W. Howard

DATED: 9/27/12

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