

AGREEMENT  
BETWEEN THE TOWN OF PEPPERELL  
AND THE  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 93, AFL-CIO  
LOCAL # 1703

JULY 1, 2008 – JUNE 30, 2011

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## **PREAMBLE**

This agreement entered into by the Town of Pepperell, hereinafter referred to as the "Employer" and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1703, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of conditions of employment.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours of work, adjustments to job descriptions and other conditions of employment for:

All full-time and regular part-time employees of the Highway, Water, Parks and Sewer Divisions of the Department of Public Works, as certified in MCR 4704 (2/5/99), viz: all full-time and regular part-time employees of the Highway Division, the Water Division, Parks Division, and the Sewer Division, including laborers, equipment operators, equipment operator/laborers, transfer station/recycling operator, transfer station/recycling monitor, highway division foreman, water systems operators, wastewater treatment plant operators, wastewater treatment plant operator/laborer, heavy equipment operators, highway division mechanic, sewer division foreman, wastewater treatment plant chief operator, water division foreman, and parks lead laborer; but excluding the Water Superintendent, the Sewer Superintendent, the Highway Superintendent, all clerical, and all managerial, confidential, casual and other employees.

## **ARTICLE 2 – DISCRIMINATION AND COERCION**

The parties to this agreement agree not to discriminate against any employee because of any criteria established and prescribed by any Massachusetts State or Federal Law or any regulation promulgated pursuant thereto. Neither Employer nor Union will interfere with the rights of the employees to join or not join the Union or pay a service fee, and will not discriminate against employees because of their Union or non-Union affiliation.

There shall be no discrimination by agents of the EMPLOYER against any employee because of his/her activity or membership in the UNION. The EMPLOYER further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement.

If the Employer provides an accommodation to an Employee in Accordance with the provisions of the Americans With Disabilities Act ("ADA"), that accommodation shall not be the subject of arbitration, provided that, prior to implementation, the Union has been provided an explanation of the specific accommodation proposed, as well as the reason for same, and has been given the opportunity to bargain any related issues.

## **ARTICLE 3 – UNION DUES AND AGENCY SERVICE FEE**

SECTION 1:

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues (included as Appendix A of this contract), the Employer agrees to deduct union membership dues levied in accordance with the Constitution of the Union from the regular\* pay of each employee who executes or has executed such form. The Employer's Treasurer shall remit the aggregate amount to the Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made monthly.

It is understood that employees who have signed an authorization card to have such deductions made reserves the right to withdraw said authorization by giving at least sixty (60) days notice to the Employer and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the Treasurer of the Union.

SECTION 2:

The Employer shall require as a condition of employment, the payment of an agency service fee by any employee who is not a member of the Union on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment, or the effective date of this agreement, whichever is later. The Employer agrees that, upon appropriate written authorization, executed by such employee, it will deduct the agency fee from the regular\* pay of the employee in standard increments, and remit the appropriate monthly aggregate amount of such deductions to the same Officer of the Union as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the employee by giving not less than sixty (60) days written notice to the Employer and by filing a copy thereof with the Union.

Any authorization for deduction shall be on the form appended to this contract as Appendix B. The agency fee shall constitute, and be calculated solely on the actual cost of collective bargaining and contract administration.

SECTION 3: The Union shall indemnify and save harmless the Employer against any and all claims, demands, suits, or other forms of liability that may arise by reason of any action taken by the Union in connection with this Article. The Union agrees to assume full responsibility for the disposition of the monies deducted in connection with this Article once they have been turned over to the Treasurer of the Union, who shall provide such information to the Employer as may be required by the Employer under MGL, Ch. 180, §17A and 17G.

\*for purposes of this contract, "regular pay" shall be construed as the current weekly payroll system; although there is no current intent to change the existing system, the Employer, in the event it becomes necessary, for whatever reason, to go to a bi-weekly system, agrees such change shall be the subject of impact bargaining.

**ARTICLE 4 – CLASSIFICATION AND COMPENSATION PLANS**

**SECTION 1:**

The positions covered under this contract are hereby classified by titles appearing in Appendix C of this contract and by the attendant job descriptions maintained by the Town's Personnel Administrator. These classes of positions shall constitute the Classification Plan of regular paid employment or service within the meaning of MGL. Positions shall not be created, modified or eliminated without the Union being notified and having opportunity to bargain over the impact and/or to negotiate wages.

**SECTION 2:** (Classifying/Reclassifying Positions)

The Town shall maintain and provide to the Union the job descriptions of the positions covered under this contract listed in the Classification Plan, each consisting of a statement describing the essential nature of the work and characteristics of the class which distinguish the class from others, and the means of identification of the duties, responsibilities of the positions and the job requirements.

The Compensation Plan shall consist of Appendix D of this contract. Appendix D provides the minimum, maximum and intermediate wages for hourly employees.

The job titles noted on the Classification Plan, along with the corresponding job descriptions and specific provisions of the Bargaining Agreement, establish general areas of work and specific functions normally performed by members of the Bargaining Unit in the normal course of their various duties.

It is agreed that Management personnel will not, outside of the normal working hours of the Department, perform duties or functions which would, within the regular work hours of the Department, be performed by members of the Bargaining Unit.

**ARTICLE 5 – SENIORITY**

**SECTION 1.**

Seniority shall be defined as length of continuous service in the Town. Seniority shall be acquired by an employee upon completion of his probationary period, at which time seniority shall be retroactive to the first day of employment.

**SECTION 2.**

Seniority shall accumulate during the first three (3) months of an unpaid absence due to illness, injury, layoff for lack of work or funds, or other unpaid, non-job-related, authorized leave of absence.

**SECTION 3.**

In the event it becomes necessary to lay off employees, the principle of seniority shall control within the Division and within classification. The least senior divisional employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to bump other employees having less seniority, in the same division, and in any lower classification.

Management shall have the right to supersede seniority considerations regarding layoffs when the effective function of the division is contingent upon the specific skills of any individual, and provided the subject employee has the qualifications to do the job.

#### SECTION 4.

Seniority shall be broken when an employee (a) resigns, (b) retires, (c) is discharged, (d) is unable or otherwise fails to return to work at the expiration of an authorized leave of absence, (e) is laid off for a period of time in excess of the length of service held at time of layoff, or 2 years, whichever is shorter, (f) fails to return to work or give notice of intent to return to work within a period of five (5) working days following receipt of notice of recall, or (g) is absent for more than three (3) days without notice to the Town of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) working days, without loss of seniority or recall rights. . If notice of intent to return to work is given under the provisions of (f) above, the employer may allow up to two weeks extension before date of re-hire, to allow the employee to give notice to another employer.

#### SECTION 5.

An employee whose seniority is broken under provisions of Section 4(e) of this Article will be accorded preference for rehire in the event an opening in any position covered by this Agreement, which such individual can and is qualified to perform, provided such opening occurs within three (3) years of the date the employee was terminated, and further provided such opening is not filled by a current bargaining unit employee, in accordance with the Job Posting and Bidding provisions of this Agreement.

#### SECTION 6

A newly hired employee shall be considered a probationary employee for the first year of employment. A probationary employee may be discharged or disciplined as exclusively determined by the Employer, and no such discharge or discipline may be made the subject matter of the grievance or arbitration provisions of this Agreement. A probationary employee who is continued in the employ of the Town beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire. All employees must successfully complete a pre-placement physical examination for the position in question, to determine if they are physically capable of performing the essential job functions, prior to first performing the duties of the position. Should the employer recruit and hire a new employee to begin at an advanced step on the compensation schedule, such action shall be a proper subject for impact bargaining.

#### SECTION 7 (Vacancies)

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of a new position(s). When a position covered by this contract becomes vacant, such vacancy shall, if the Employer decides to fill the position, be posted on the divisional bulletin boards listing the pay, and qualifications, for a period of ten (10) days. If the position is not to be filled, no posting shall be required.

Any posting, once made, may be withdrawn by the Employer within the ten (10) day posting period, provided that the subject position is not to be filled within thirty (30) days

of the original date of posting, and provided that the Employer provides the Union with notice and a reason for the withdrawal. Such decision by the Employer shall not be arbitrable.

Employees interested shall apply in writing within the ten- (10) day period. If there are applicants from within the bargaining unit, the Employer shall, as soon as possible, but in any case within thirty (30) days of expiration of the posting period, award the position, giving consideration to the following factors: 1) length of service (when transferred within grade or to a higher grade); 2) overall performance ability; 3) specific qualifications relating to the posted position. No employee shall be restricted from bidding on any position. If no applicant from within the bargaining unit is qualified, the Employer may fill the position from outside the bargaining unit.

If an applicant covered under this contract is appointed to fill the subject vacancy, said appointment shall initially be for a forty-five (45) day trial-and- training period in the new position, at the applicable rate of pay. If, at the end of the trial-and-training period it is determined that the employee is not qualified to perform the work, he or she will be returned to the old position and rate.

The employee shall determine, within 30 calendar days of commencement of work in the new position, whether he or she wishes to be retained in said new position, and shall give notice of such decision to the Employer. The Employer shall, within forty-five (45) days of the subject employee's commencement of work in the new position, determine whether said employee is qualified to continue in the position, and shall so notify the employee.

The hiring authority for the position vacated by the transferred/reclassified employee may, subject to the procedures set forth above, and in the absence of notification from the subject employee or the appointing authority for his or her new position that said appointment is not to be continued, make a permanent appointment to the vacancy created by such transfer/reclassification on the 46<sup>th</sup> day following the commencement of work under the new appointment, or at any time thereafter.

Restoration to a prior position after a trial period shall not, if the preceding procedures have been met, be subject to arbitration.

#### SECTION 8.

Supervisors shall evaluate probationary employees one (1) month prior to completion of six (6) months' employment with the Town, and again one (1) month prior to completion of the probationary period. A satisfactory performance evaluation at the eleventh month stage must be on file prior to the employee continuing his employment with the Town at the end of his probationary period, and a satisfactory performance evaluation at the five month stage must be on file for the employee to be allowed to take sick leave or vacation time following his sixth month of employment. After the probationary period has been completed, no employee shall be terminated without just cause

#### SECTION 9. (Transfers and Promotions)

An employee temporarily assigned duties of a job classification in a lower grade shall continue to be compensated at the grade and step of their regular position. Temporary

duty assignments to a higher grade shall be paid at the applicable higher rate, hour for hour.

If an employee requests and receives an appointment to a different position in the same grade, the employee shall be paid at the same step in the compensation schedule as he or she was paid in the prior position. If said employee requests and receives an appointment to a position in a lower grade, he or she shall be paid at the step, which most closely approaches, but does not exceed his or her pay in the prior position.

If a position is reclassified to a higher grade, the incumbent shall be assigned the first step in the new grade that has a rate of pay equal to or above the rate of pay that the employee was receiving in his or her prior position. The effective date of promotion and any associated step adjustment shall be identical.

#### SECTION 10. (Performance Evaluations)

Employee performance shall be evaluated by the Division Head, and each evaluated employee will endorse a copy with his or her signature, stating that he or she received the evaluation; each employee shall be given a personal copy of the evaluation. The signed forms will be kept (except the employee's copy) in the employee's personnel folder.

Each non-probationary employee is to be guaranteed at least one (1) performance review per year. Probationary employees shall be evaluated under the terms set forth in section 8, above.

A copy of the agreed evaluation instrument is appended as Appendix C.

#### SECTION 11. (Layoff and Reinstatement)

If a layoff or reduction in force (RIF) is directed, Division Heads(s) shall identify positions to be eliminated and define the level of function to be retained in each class. Within each affected class, employees will be laid off in the following category order: non-regularly scheduled, temporary or seasonal, probationary, part-time, full-time - subject in all cases to qualifications, job requirements, and ability to perform the job.

A non-probationary employee scheduled for a layoff may bump a less senior employee in the same classification and Division under this contract, provided however that the employee retained can do the work.

Reinstatement within each Division shall be in reverse order to the layoff. Reinstatement rights pertain only to positions previously held, and last for one year from the effective date of the layoff.

#### SECTION 12. (Termination)

Employees who have passed their probationary period shall not be disciplined without just cause. The Union steward shall be notified in writing of the discipline of any non-probationary employee covered by this contract, within twenty-four (24) hours after the discipline is given.

No non-probationary employee can be terminated without a meeting between the employee, Union representative and Division Head. The employee has the right to invoke the grievance procedure established under Article 6 of this Agreement.

#### **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

**INFORMAL STEP:** The Union stewards or representative, within twenty (20) days of an occurrence or of the time of gaining knowledge of same, with or without the aggrieved employee, shall take up the grievance with the employee's Division Head, outside the bargaining unit, and informally. The Division Head shall attempt to adjust the grievance informally, after having an informal meeting or discussion.

**STEP 1:** If there is no resolution to the issue within ten (10) working days of the date of the meeting or discussion at the informal step level, the Union steward or representative, with or without the aggrieved employee, may submit the grievance, in writing, to the Director of Public Works. For purposes of this article, a "working day" shall be defined as Monday through Friday, excluding holidays. The written grievance submittal will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the article and section of the contract under which the grievance arises, (c) the specific provision of the contract that have allegedly been violated; and (d) the remedy sought.

The Director of Public Works shall attempt to adjust or settle the matter within ten (10) working days, in the form of a written decision, with copies to the employee and the Board of Public Works, Board of Selectmen, and Personnel Administrator.

**STEP 2:** If the grievance still remains unresolved, it shall be presented to the Board of Selectmen, in writing, within ten (10) working days of receipt of the answer to step 2. The Board of Selectmen or its designee will hold a hearing on the grievance within ten (10) working days of receipt of the grievance and shall respond, adjust or settle the matter, in writing, within ten (10) working days from the date of the hearing.

**STEP 3:** In the event that the grievance still remains unresolved after having been processed through the first three steps of the grievance procedure, the Union may, within ten (10) working days of the reply of the Board of Selectmen or its designee, by written notice to the other party, file for mediation by the State Board of Conciliation and Arbitration.

Should mediation fail, or as an initial action by agreement of the parties, the matter may be referred for arbitration to the State Board of Conciliation and Arbitration, or to the American Arbitration Association, and such arbitration shall be conducted under their rules and procedures. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall have no power to add to, subtract from, or modify this agreement, and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties. The arbitrator shall not issue a decision that is contrary to State or Federal law.

The expenses for the arbitrator's services and the proceedings, if any, shall be borne equally by the Employer and the Union. Incidental expenses incurred by either party shall be borne by that party.

If either party desires a verbatim record of proceedings, it may cause such a record to be made, providing it pays any charges for creating such record, and makes a copy available without charge to the other party, and a copy available to the arbitrator. Any such transcript shall be designated by the parties as the official record.

The parties may, by mutual agreement, in writing, extend the time limits referred to in this Article. Otherwise the time limits stated are binding on both parties.

The Union's failure to initiate the Informal Step within the appropriate time limit shall result in barring the grievance. The failure of the Division Head, the Director of the Department of Public Works, or the Board of Public Works to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Employer or the Union may move the matter to arbitration. The Employer may also process grievances under the grievance procedure.

## **ARTICLE 7 – LEAVE**

### **SECTION 1: Vacation Leave:**

Employees shall be entitled to vacation leave with pay on the basis of their regularly scheduled hours per week. Vacation leave for employees working less than 40 hours per week shall accrue in the proportion of their scheduled hours per week to forty hours (“proportionately”). New employees may accrue, but may not take vacation leave during the first six-months of their probationary period.

Vacation leave shall accrue monthly on the basis of the number of completed calendar months of active employment with the town. Vacation leave may accumulate to a maximum of 1.5 times an employee's maximum annual accrual amount. They may take (and charge) vacation in hourly increments.

<u>EMPLOYMENT YEAR</u>	<u>ACCRUAL RATE</u>	<u>ACCRUAL AMOUNT (MAX)</u>
1 through 4	6.66 hrs/mo	2 weeks (80 hrs)*
5 through 9	10 hrs/mo	3 weeks (120 hrs)
10 through 14	13.5 hrs/mo	4 weeks (160 hrs)
15 through 24	16.66 hrs/mo	5 weeks (200 hrs)
25 and after	20 hrs/mo	6 weeks (240 hrs)

\*(note: probationary employees may accrue, but not take vacation during the first six months of employment)

If an employee's work hours are revised downward, and that employee had accumulated more leave than the new limit allows, the employee may not carry the excess for more than 1 year, but may have vacation time paid out the excess. Excess vacation hours will be paid out to the employee in such a manner that the employee does not receive more than 40 hours per week of regular pay and vacation leave combined.

Employee requests for scheduled vacation time shall be submitted to Division Heads according to the following schedule:

For two or more weeks' continuous vacation time: 30 days in advance of requested date(s);

For one to two weeks' continuous vacation time: 15 days in advance of requested date(s);

For 1-4 days' continuous vacation time, or for personal days: 48 hours in advance of requested date(s)

In the event that multiple vacation requests for the same or overlapping dates threaten to negatively impact the function of the Division, management shall have the right to refuse specific requests. Requests submitted prior to January 15 in any calendar year shall be considered a vacation category, and shall be allotted, in the event of conflicts, by seniority. Requests submitted after January 15, but prior to March 15 in any calendar year shall be considered a second category, and, in the event of conflict, shall be allotted by seniority. Requests made after March 15 shall be allotted as received, and, in the event of conflict, shall be allotted by seniority.

New employees shall be paid for unused vacation time accrued during the probationary period, if terminated.

## SECTION 2: (Holidays)

The Town of Pepperell shall observe eleven and one half (11 ½) holidays per year, as follows:

New Year's Day  
 Martin Luther King Day  
 Washington's Birthday  
 Patriot's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day

Veteran's Day  
Thanksgiving Day  
½ Christmas Eve  
Christmas Day

In the event that additional Federal, State or local holidays are imposed upon or adopted by the Town, such additional holiday shall be automatically added to the preceding list.

Employees who have completed 30 days of continuous service to the Town shall be entitled to eight hours holiday leave with pay per holiday, or, for those working less than 40 hours per week, proportionately, based upon average hours over the preceding four weeks.

To be eligible for holiday pay, an employee shall have worked during the holiday week, including his or her last scheduled shift prior to the holiday, the holiday itself, if scheduled to work, and his or her next scheduled shift immediately following the holiday, unless the employee has been excused for a legitimate reason, by the Division Head.

Holiday leave will be granted on the holiday whenever possible. If, however, according to the needs of the Division, full holiday leave cannot be granted on the day on which the holiday is observed, the employee shall receive, in addition to his or her holiday pay, payment for hours actually worked, with a four-hour minimum. Payment for such holiday work shall be calculated at two times the employee's regular hourly wage for hours worked during what would have been, on a routine day, the employee's regular shift; and at one and one half times the employee's regular hourly wage for all other hours of the day.

Alternatively, if agreed between the parties, compensatory time may be granted in lieu of monetary payment, said compensatory time to be awarded at 1 ½ times the subject overtime accrual. Compensatory time must be taken within three months of the time earned, and may not be carried forward into another fiscal year.

Should a holiday fall on Saturday or Sunday, the day observed by the Commonwealth of Massachusetts on the Friday or Monday for State employees shall be considered the holiday.

### SECTION 3: (Sick Leave)

An employee is entitled to 6 2/3 hours of sick time for each completed calendar month of active employment. Sick leave for part-time employees shall accrue "proportionately." Sick leave may be taken in half-hour increments.

A Division Head may allow an employee to use sick leave when the employee is unable to perform required duties of the position due to personal illness or accident. The Division Head may also allow an employee to use sick leave in the event of family illness, prescribed medical examinations or other absences caused by accidents or illness, at the discretion of the Division Head. Five (5) or more consecutive working days of sick leave, or less than five (5) days if required by the Division Head, will require a physician's certificate certifying the illness, to be submitted to the Division Head, with a copy forwarded to the Town Accountant for the office file.

Unused sick leave may accumulate to a maximum of 90 days. Sick leave in excess of the maximum accrual amount will be lost at the end of each fiscal year.

Sick time accrual will be calculated from the date the employee first reports to work.

The Union is authorized to establish and administer a “sick leave bank” for the assistance of its members who may encounter extreme or catastrophic medical circumstances. Each member of the Bargaining Unit may contribute up to ten (10) sick leave days per year to said bank, provided that no individual making such contribution thereby reduces the total sick leave remaining to his or her credit below thirty (30) days. Sick leave credits from the bank may be granted by the Union, under standard, written procedures of their own devise, to members of the Bargaining Unit who have, for substantive, legitimate reasons, exhausted their personal sick leave.

The Union shall file and maintain a current edition of its rules of procedure for the sick leave bank with the Town Accountant, and shall provide said Accountant, on or before the last day of each month, with a statement reflecting the names of contributors to the sick leave bank, and the number of days each has contributed during that month.

The Union shall, immediately upon making any award of sick time from the bank, notify the Town Accountant of the name of any individual who has been granted sick time from the bank, and the number of sick days so awarded.

#### SECTION 4: (Incentive Leave)

Employees may earn up to two (2) incentive days per fiscal year, with eligibility periods occurring in each calendar half-year. One incentive day may be earned in each half-year in which a perfect attendance record has been achieved, a “perfect record” being defined as a half-year in which neither sick leave nor time off without pay has been taken. Incentive leave should be taken within the fiscal year in which it was earned, although leave earned in the second half of any fiscal year may be carried not more than one (1) month into the succeeding fiscal year. Incentive leave shall be taken subject to the approval of the Division Head, according to the operating needs of the Division, as determined by the Division Head.

#### SECTION 5: (Personal Leave)

Forty- hour employees, as of July 1 of any year, are entitled to twenty-four (24) hours of personal leave with pay during that fiscal year. New employees who have completed their probationary year shall be entitled to twelve (12) hours of personal leave with pay for each full 6-month period remaining before the end of the current fiscal year. Other employees accrue personal leave “proportionately”, rounded to the nearest half-hour. Personal leave shall be scheduled with the approval of the Division Head, subject to the operating needs of the Division as determined by that Division Head. Personal leave must be used during the fiscal year it was awarded and cannot be carried over from fiscal year to fiscal year. Personal leave not used by the end of the fiscal year will be lost.

#### SECTION 6: (Funeral Leave)

In the event of the death of a parent, brother, sister, mother-in-law, father-in-law, step-father, step-mother, step-sister, step-brother, brother-in-law, sister-in-law, or grandparent, an excused absence with pay of not more than four (4) consecutive scheduled work days

will be allowed. Five (5) consecutive scheduled workdays will be allowed for the death of a spouse, child, stepchild, or grandchild. Additional time may be granted at the discretion of the Division Head, with the approval of the Personnel Administrator.

## **ARTICLE 8 – OTHER LEAVES**

### **SECTION 1. (Jury Duty)**

Town employees summonsed to appear for Jury duty shall submit a copy of the summons to the Division Head in advance of such duty, and shall be granted time to perform the service. Such employee shall be paid his or her regular, straight-time wage by the Town, and the employee shall remit to the Town all monies received as compensation for his or her federal jury service, exclusive of travel or other allowances.

An employee who shall be required to serve on a jury on days he or she is scheduled to work shall, in accordance with MGL, Ch 243A, be paid his or her base wages for the first three days, or part thereof, of such jury service, at his or her regular, straight-time rate. For the fourth and subsequent days of such juror service, the employee shall be paid at the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages.

An employee who serves jury duty shall file a juror service certificate with the Town Accountant as proof of service. Any necessary adjustments shall be made in the next scheduled pay period.

### **SECTION 2. (Military Leave of Absence)**

An employee who serves an annual tour of military duty shall be granted leave with pay for up to seventeen (17) days per calendar year by the Town for such a tour. This section is subject to State and Federal laws. The employee shall furnish to his or her Division Head sufficient proof of military service, either in the form of an authenticated copy of his or her orders, or an authenticated certificate showing the date or dates on which such duty was performed.

### **SECTION 3. (Leaves of Absence Without Pay)**

Upon a written request, a Division Head may, with the approval of the Director of Public Works, grant a leave of absence without pay to an employee for up to thirty (30) calendar days per year. Leaves of absence for periods of time in excess of thirty (30) days shall require the approval of the Board of Public Works. Employees on unpaid leave shall return to work at the specified date and time unless the leave is extended by the Division Head, with, if applicable, approval by the Board of Public Works. Failure to return to work on the specified date, except in case of leave for documentable reasons of medical necessity, or for disability for which the Town's Workers' Compensation insurer is making payments, will be considered a resignation from the employment of the Town, with the loss of all seniority and benefits. Grievances arising from this section shall not be arbitrable.

Employee benefits, including sick leave and vacation, do not continue and/or accrue during leaves of absence without pay, including absences covered by Workers' Compensation, but shall remain frozen at the levels at which they existed at the

commencement of the leave. In order to continue coverage under the Town's health and life insurance plans, employees shall pay the total monthly premiums for the plan, payable to the Treasurer on the first of each month, except in the case of leave for medical necessity or disability for which the Town's Workers' Compensation insurer is making payments, or for absence under the Family and Medical Leave Act (FMLA).

In the case of an employee on a leave of absence for medical necessity or disability for which payments are being paid by the Town's Workers' Compensation insurer, the employee may elect to receive wages or salary in part for sick leave, vacation leave, or personal leave accumulated as of the date of commencement of the leave, to be paid in such amounts as, when added to the compensation received from the Town's insurer, will result in up to full payment of his or her wages or salary until the depletion of accumulated sick leave.

Employees returning from an unpaid leave of absence of over thirty (30) days (except FMLA) shall be credited with seniority and benefits at the level at which they were frozen, and to the extent that they were not used in conjunction with worker's compensation. Unpaid leave does not waive restrictions on carry-over of vacation and personal time into a new fiscal year.

#### SECTION 4. (Workers' Compensation)

Any employee, when disabled by an accident or an injury arising out of his/her employment, is entitled to file for benefits under Workers' Compensation. Any injury must be immediately reported to the supervisor.

A report of injury shall be completed in triplicate by the supervisor; one copy shall be retained in the employee's personal file, and one copy forwarded to the Town Administrator as soon as practicable.

**Injured Employees:** An employee suffering an injury arising out of and in the course of his employment and who is required to leave the job site will be paid to the end of the shift.

**Industrial Accident Hearings:** An employee who has filed a claim under General Laws, Chapter 152, shall be allowed time off without loss of pay while attending an Accident Board on his claim.

The grievance procedure may not be utilized to pursue Workers' Compensation claims which have been denied by the Employer's insurance carrier and/or the Industrial Accident Board.

#### SECTION 5:

**Family and Medical Leave and Small Necessities Act Leave:** Family and Medical Leave and Small Necessities Leave shall be available to eligible employees in accordance with the Town's plan implementing these laws.

### **ARTICLE 9 – HOURS OF WORK**

#### SECTION 1

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The workweek for full-time personnel shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, unless, by prior agreement with the Union, a specific workweek shall be adjusted to accommodate special circumstances. The workweek for Transfer Station employees will consist of forty (40) hours, but may not be on a Monday through Friday schedule. Part-time employees shall work the hours as have been established, and/or as directed.

The normal full-time workday shall consist of eight (8) consecutive hours. Each employee shall be scheduled to work a shift with regular starting and quitting times.

SECTION 2: (meal periods)

An employee working on overtime as a continuation of his regularly scheduled work day shall be allowed a reasonable meal time, with pay, as determined by the Division Head or project supervisor, provided that the employee is returning to work directly after the meal period.

The Employer shall have the right to adjust meal periods in a reasonable manner to be compatible with the availability of meals and other considerations of public convenience and accommodation.

SECTION 3: (coffee breaks)

Two coffee breaks per eight-hour day shall be scheduled, at the discretion of the Division Head or project supervisor, so as to minimize the interruption of the work. To the extent possible, the Division Head or project supervisor is encouraged to allow each employee one fifteen-minute break in each half of the work day.

SECTION 4: (cleanup time)

Employees shall be granted a reasonable opportunity for personal clean up prior to the end of each one-half shift of a normal workday. Preceding the lunch break, the clean-up period may be offered on-site, at the discretion of the project supervisor.

SECTION 5: (special breaks)

Management recognizes, in the interests of worker health and safety, that every consideration **should** be given, if possible, to provide reasonable rest or break periods to personnel who have been working continuously for periods of 12 hours or more.

**ARTICLE 10 – OVERTIME**

SECTION 1.

During periods of emergency and peak loads, employees may be required to work overtime by the Division Head, except when an employee is excused as a result of illness, or when otherwise excused by the Division Head. To the extent practicable, the Division Head will seek to secure the required manpower by soliciting volunteers, prior to ordering other personnel to perform overtime.

SECTION 2.

An employee covered by this Agreement shall be paid overtime at the rate of one and one half (1 ½) times his regular straight time hourly rate of pay for authorized time worked in excess of eight (8) hours in one day or forty (40) hours in any given week. The eight (8) hour provision shall not apply in cases where the parties have agreed to a four (4), ten (10) hour per day schedule. Employees on approved leave may, at their discretion, advise management of their availability for overtime.

For the purpose of this section, “hours worked” shall be defined as hours physically worked, vacation time, holiday time, personal and incentive and funeral leave, and other paid hours. Hours worked shall not include on-call hours not actually worked, leaves of absence, or hours physically worked that have already been qualified as overtime.

### SECTION 3.

All work performed on Saturday and on Sunday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay, with the exception of Transfer Station employees working a regular schedule.

Individuals temporarily assigned to the labor pool, and working on a project not normally performed by his or her division of origin, will continue on that project, including any related overtime assignments, until re-assigned back to their own divisions.

Employees whose regular work schedule is less than eight (8) hours per day shall receive their straight time hours worked over their normal schedule, up to eight hours.

All employees shall be given, on request, access to the DPW’s overtime records.

Employees scheduled to perform equipment checks and/or required tests as part of weekend coverage shall be paid a minimum of four hours per day at time and one-half.

Employees scheduled for on-call assignments shall rotate this assignment weekly among those employees who are legally qualified and ordinarily perform the duties for which on-call duty is required. On call employees will receive ten (10) hours straight pay for a seven- (7) day on-call period. In the event that a call is issued, but no response is made or received, the on-call compensation for the week shall be denied to the assigned party.

An employee called back to work on the same day after having completed his or her assigned work and left the place of employment, and before commencement of his or her next regularly scheduled shift, shall be paid a minimum of four (4) hours at the rate of time and one half, as well as time and one half for all hours in excess of four (4).

### Section 4

The employer agrees that overtime should be distributed in a fair and impartial manner. Accordingly, the bargaining unit is authorized to establish, operate, and have direct operative responsibility for a rotational mechanism for the fair distribution of overtime, subject to the following ground rules:

- a) There shall be a distinction between scheduled and unscheduled overtime.  
If circumstances are such that an overtime event is pre-planned, participants shall be offered the assignment in order of position on the rotational list, by

grade, according to the number of individuals and the particular skill set(s) needed to perform the job. Assignments will be made first from the division which would normally perform the subject work, and secondarily from other divisions, by position on the rotational list, by grade.

If an unforeseen event requires application of overtime, “on-call” personnel (if any) will be assigned first, followed by other personnel from the same division by position on the rotational list, by grade, according to the number of individuals and the particular skill set(s) needed to perform the job; third priority will be given to personnel from other divisions, in order of position on the rotational list, by grade, according to the number of individuals and the particular skill set(s) needed to perform the job.

In the case of the Highway Division, which does not maintain an “on call “ system outside winter periods, overtime for unscheduled events (or an approved system for addressing such necessity) must be pre-approved through the Highway Superintendent or his designee.

Nothing in the foregoing subsection a) precludes Management from assigning employees to work out-of-grade in lower categories.

- b) There shall be a distinction between snowplowing and all other overtime events.

Not later than November 1 of each year, the Highway Superintendent shall determine the number of plowing routes he will utilize throughout the following winter season. He will then circulate a sign-off list for Bargaining Unit personnel, soliciting commitments from those willing to plow during the entirety of the coming season. Utilizing the formula:

$$(\# \text{ of routes}) \text{ minus } (\# \text{ of Bargaining Unit members signed up}) = \text{extra personnel needed}$$

he may proceed to contract for the season with outside parties, up to the “extra personnel needed” number.

In the event that a snow/ice/sanding event exceeds the ability of the “on call” employees to handle necessary work, other personnel from the same division will be called in, by position on the rotational list, by grade according to the number of individuals and particular skill set(s) needed to perform the job; third priority will be given to personnel from other divisions, in order of position on the rotational list, by grade, according to the number of individuals and the particular skill set(s) needed to perform the job.

No “outside hires” shall be called in for snow duty unless and until all regular, qualified DPW employees have been offered the opportunity to work.

Nothing in the foregoing subsection b) precludes Management from issuing an “all hands” call for a snow/ice/sanding event, including outside hires, prior to all affected bargaining unit members having been contacted.

Nothing in either of the foregoing subsections a) and b) precludes Management from requiring mandatory overtime, under the provisions of Section 1, above.

- c) While Management delegates to the Union all responsibility for the implementation and maintenance of the rotational lists(s), Management also reserves the right to review and comment upon the details of the Union's proposed system prior to implementation. Management further reserves the right, in the event of a clear-cut emergency, to take the most direct method of securing and deploying manpower, even it requires a unilateral – albeit temporary - suspension of the system set up under this section.

#### **ARTICLE 11 – HEALTH AND WELFARE**

All employees falling under the provisions of this Agreement and regularly working at least twenty (20) hours per week shall be eligible to participate in group health and life insurance programs offered by the Town to all its employees, and at the same premium rates and benefit limits (currently 60% of premiums on group health indemnity plans and 70% on group HMO's).

All employees receiving benefits under this section shall be eligible for "Section 125" pre-tax allocation of benefit charges.

All employees falling under the provisions of this Agreement, without limit on the number of hours worked per week (except as they provide sufficient regular pay to support paid dental plan deduction of the premiums) shall be eligible to participate in the Town's subscriber-paid dental plan.

AFSCME shall have one seat on the 32b committee.

Employees who are being carried on Workers' Compensation and have exhausted all accrued personal, sick, and vacation time, will continue to be eligible for the Town's share of insurance premiums for a period not to exceed six (6) months following the exhaustion of accrued time. This option will automatically terminate if the individual is, for any reason, removed from the Workers' Compensation rolls but does not immediately return to employment.

#### **ARTICLE 12 – UNION REPRESENTATIVES' RIGHTS**

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer in writing of any changes.

The Steward shall be allowed reasonable time off with pay to investigate and file grievances, to attend hearings or meetings with Town officials or state agencies, as well as arbitration or mediation proceedings.

#### **ARTICLE 13 – ACCESS TO PREMISES**

The Employer agrees to permit representative(s) of the American Federation of State, County, and Municipal Employee, AFL-CIO and/or Council 93, Local # 1703, to enter the premises at any time for individual discussion of working conditions or other issues with individual employees who are subject to this Agreement, provided care is exercised by

such representative(s) that they do not interfere with the performance of duties assigned to the employee(s), and provided that advance notice of any such visit has been given to the Town Administrator.

#### **ARTICLE 14 – STABILITY OF AGREEMENT**

No agreement, understanding, alteration or violation of the terms or provisions of the agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the members to such future performance shall continue in full force and effect.

#### **ARTICLE 15 – MISCELLANEOUS PROVISIONS**

##### **SECTION 1.** (Environment)

Except in case of emergency or other non-deferrable activity, when extremes of temperature or weather become oppressive, continuance of work for the duration of the shift will be determined by the Division Head in charge, or the Director of Public Works, after consultation with the Union Steward or another member of the Executive Board of the Union if the Steward is not available. Should any or all employees be relieved from work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. Employees may, however, be reassigned to areas where the environment is not so oppressive as to warrant consideration of relief from work.

##### **SECTION 2.** (Safety Code Committee)

The Employer may, from time to time, make reasonable regulations for the safety and health of the employees in the performance of their duties.

Before any new regulation pertaining to the safety and health of the employees is established, the Town shall notify the Union.

There shall be a joint Labor/Management Safety Committee, which shall consist of the DPW Director, the Division Superintendents, and an equal number of Union Representatives. This Committee shall meet not less than quarterly, at the call of the Director. It shall be the function of the Committee to review and address all procedures and practices of the DPW, as they constitute or could generate hazards to the safety or health of the employees. The Bargaining Unit shall have the right to bring any issue to the attention of this Committee, and may, through the DPW Director, request an immediate convocation of the Committee to address matters considered to be of pressing urgency. If the parties are unable to agree on a resolution of a particular matter, the decision of the DPW Director shall prevail.

##### **SECTION 3.** (Tuition)

In the event that an educational reimbursement program is adopted and funded by Town Meeting, members of the Bargaining Unit covered by this Agreement will be eligible for full participation in such program.

#### SECTION 4.

All employees hired or promoted by the Town are responsible, at their own expense, for acquiring and possessing any license or certification which is requisite for the position that employee is slated to fill. The Town will pay for renewal of all required licenses or certifications for employees covered by this Agreement.

In the event that a requirement is promulgated by any exterior or higher authority, that employees already qualified and licensed for a given job title must secure additional licensing in order to remain qualified or certified, the Town will pay for the initial acquisition of the necessary license(s), as well as the ensuing renewals.

To the extent that ongoing training is required by law or by regulation, the Town will pay for continuing education/training (CEU's) for licensed personnel to maintain their certification(s). At the discretion of the Division Head, this may take the form of actual reimbursement for courses successfully completed, and/or paid time off from work to attend courses or training sessions held during the workday. This provision shall not apply to training relative to licenses that may be held by individuals, but are not specified as required in the job description for the individual's job title or grade.

Management reserves the right in circumstances of necessity and at its sole discretion, to make conditional appointments of individuals to position(s) for which the said individual does not possess all requisite licenses or certifications. Such conditional appointment(s) shall be made under the terms of a written agreement, signed by the appointee, stipulating a time frame (giving due consideration to available training and/or testing schedules) in which the appointee, at his or her own expense, shall acquire the necessary license or certification. Such agreement shall also stipulate that the appointee, in the event of a failure to acquire the requisite license or certification within the allotted time, may be subject to automatic demotion or dismissal. Management may, for good cause and at its sole discretion, agree to extend the time allotted under the original agreement.

#### SECTION 5.

Unit employees who are members of the Call Fire Department and who respond to a call during regular hours shall continue to receive the regular rate of pay to the end of the shift, and shall receive the fire stipend as has been established.

#### SECTION 6.

Each employee shall be entitled to an allowance of up to \$300 per year for purchase of work-related footwear (including stockings), subject to the approval of the Division Head as to design and suitability; this allowance shall be paid via a voucher system or reimbursement, but shall not be distributed via cash payment. Additionally, each employee shall be entitled to an allowance of up to \$400 per year for purchase of uniform clothing, subject to the determination of the Director of Public Works as to style, suitability, and uniformity; this allowance shall be paid via a voucher system or reimbursement, but shall not be distributed via cash payment. The Employer reserves the right, in any fiscal year, to utilize a uniform service, in lieu of allowance(s) to employees for purchase of uniform clothing.

Highway Division and Transfer Station personnel shall annually receive three hooded sweatshirts and five tee shirts, conformable to similar items provided to Water and Wastewater personnel, and under a similar distribution procedure. Water and Wastewater Divisions shall continue their prior practices regarding provision of the subject items.

**SECTION 7**

Except as otherwise provided in this Agreement, employees working at least 20 hours per week but less than forty hours per week shall earn pro-rated benefits, as their service bears on full-time status.

**ARTICLE 16 – LONGEVITY**

Employees are entitled to longevity pay based upon length of service after a qualification period of five (5) years full-time, benefit employment, or a pro-rated equivalent.

The longevity schedule shall be as follows, based upon term of full-time, benefit employment:

Years 6-10:	\$550 plus \$35 x grade
Years 11-15:	\$650 plus \$40 x grade
Years 16-20:	\$750 plus \$45 x grade
Years 21-25:	\$850 plus \$50 x grade
Years 26 and after:	\$950 plus \$55 x grade

(“Grade“ shall be interpreted to mean the numeric value of the alphabetical sequencing on the Classification Schedule: “A” equals 1, “B” equals 2, etc.)

Any bargaining unit employee who, under the old “By-law” longevity schedule in effect through June 30, 1999, was scheduled to have an FY 2000 longevity payment in excess of \$1,000 will be grandfathered at that rate. Said payments will be frozen at that amount unless and until a subject employee’s cumulative length of full-time employment authorizes payment in a higher amount, as established by the scale set forth above. The sum of \$3,000 shall be a maximum amount paid as grandfathered longevity rights under this paragraph.

In each fiscal year, longevity payments shall be based upon the employee’s term of employment as of June 30 of the preceding fiscal year, and shall be paid out in two equal payments in December and June.

Longevity shall be calculated into all overtime rates.

**ARTICLE 17 – RETROACTIVE PAY CLAUSE**

In the event that the terms of this contract are implemented after July 1 in and for any fiscal year, all negotiated terms and pay adjustments will be paid retroactive to July 1 of the subject fiscal year for those individuals who have retired from Town service in the subject fiscal year, provided, however, that any employee who has permanently left the

employ of the Town for any other reason, except military leave, shall not be eligible for retroactive pay under this Article..

**ARTICLE 18 – NO STRIKE**

**SECTION 1.**

No employee covered by this Agreement will engage in, induce, or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services from the Town, including so-called work- to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

**SECTION 2.**

The Union agrees that neither the Union nor any of its officers, agents, or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in, or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or other withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

**SECTION 3.**

The Union agrees that, should any employee or group of employees covered by this Agreement engage in any such job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

**SECTION 4.**

Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement, and will be just cause for disciplinary action, up to and including termination, by the Town against an employee.

During the term of this agreement, the Town shall not lock out bargaining unit employees.

**ARTICLE 19 – WAIVER**

The parties acknowledge that during the negotiations which preceded 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. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

## **ARTICLE 20 – MANAGEMENT RIGHTS**

### **SECTION 1.**

Except as specifically directed or provided by the terms of this Agreement, the Town will not be limited in any way in the exercise of the functions of management and will have retained and Reserved unto itself the right to exercise, without further bargaining with the Union, all the powers, authority, and prerogatives of management, including, but not limited to the following items:

- (a) the operation and direction of the affairs of the Town in all of their various aspects
- (b) the determination of the level of services to be provided
- (c) the direction, control, supervision, and evaluation of the employees, including the establishment of the evaluation instrument, the frequency of evaluations, and the conducting of the evaluation, subject to bargaining
- (d) the determination of new employee classifications
- (e) the determination and interpretation of new job descriptions
- (f) the increase, diminishment, change, or discontinuation of operations, in whole or in part
- (g) the institution of technological changes, or the revision of processes, systems, or equipment from time to time
- (h) the alteration, addition, or elimination of existing methods, equipment, facilities, or programs
- (i) the determination of the location, organization, and number and training or personnel
- (j) the assignment of duties and work assignments, including assignments with other divisions, and the change of duties and work assignments from time to time
- (k) the creation, assignment, and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts
- (l) the assignment to work sites, including the change of work sites from time to time
- (m) the granting and scheduling of leaves
- (n) the scheduling and enforcement of working hours
- (o) the requirement and assignment of overtime
- (p) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours, and the determination of the classification(s) to be so called

- (q) the hiring, appointment, or promotion of employees, including the determination of qualifications and requirements for the position
- (r) the demotion, suspension, discipline, or discharge of employees
- (s) the layoff or relief of employees due to lack of funds or work,
- (t) the establishment of new jobs and the abolishment or change of existing jobs
- (u) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary, subject to prior notice and possible impact bargaining with the Union;

and the Town will have the right to invoke these rights and make such changes in these items as the Town, in its sole discretion, may deem appropriate,

#### SECTION 2.

Unless an express, specific provision of this Agreement Clearly provides otherwise, the Town, acting through the Division Head or other appropriate official as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement, either by law, custom, practice, usage, or precedent to manage and control the Division and/or the Department.

#### SECTION 3.

The Town reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure of either party to exercise any right(s) shall not be considered a waiver.

#### SECTION 4.

During an emergency, the Town will have the right to take any action necessary to meet said emergency, notwithstanding any contrary provisions of this agreement.

### **ARTICLE 21 – VEHICLE DRIVERS**

Members of any Division whose job duties include driving a vehicle shall maintain and keep current a Driver's license and appropriate CDL (with required endorsements) as a condition of employment. Revocation or non-renewal of a license required to perform an employee's duties may be grounds for dismissal.

### **ARTICLE 22 – DURATION**

This Agreement shall become effective on the first day of July, 2008 and shall remain in full force and effect to and including June 30, 2011, and shall continue in full force and effect thereafter unless either party to this Agreement desires to terminate this Agreement or amend any of its terms. The party wishing to amend or terminate this Agreement must notify the other party in writing on or before March 1st of the year in which this Agreement would expire. Should either party to this Agreement serve such notice upon

the other party, as provided herein, of a desire to amend this Agreement, the notice shall be accompanied by a statement of the amendments desired. In such event, the parties will confer on or before April 1st of the said year. This Agreement shall be binding upon the Union and upon the Board of Selectmen, representing the Employer, or such other Town body or agency as may become their legal successor in jurisdiction.

THIS AGREEMENT has been duly executed by the authorized representatives of the Town of Pepperell and the Bargaining Unit:

FOR THE TOWN OF PEPPERELL

FOR AFSCME COUNCIL 93, LOCAL

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CLASSIFICATION SCHEDULE

(Note: this schedule shall be considered a matter of ongoing discussion and revision, and may be amended at any time by agreement of the parties, without such action being construed as an opening of this Agreement for any other purpose whatsoever.)

TITLE	LICENSING
Grade 2: Laborer Wastewater Laborer	ability to obtain Operator I or Collections I
Grade 3: Transfer Station Monitor Truck Driver/Laborer	Class B Hydraulic Class B CDL or 2B Hydraulic
Grade 4: Heavy Equipment Operator/Laborer I Grade 4a: Heavy Equipment Operator/Laborer I(a)	Class B CDL and 2B Hydraulic Class A CDL and 2B Hydraulic
Grade 5: Water System Operator I Heavy Equipment Operator/Laborer II Transfer Station Operator	1T and 1D Class A CDL and 2A Hydraulic
Grade 5a: Ass't Mechanic	
Grade 6: Water System Operator II WWTP Operator	1T and 2D Operator III and Collections II
Grade 6a: Water Systems Operator II(a) WWTP Operator (a)	2T and 2D Operator IV and Collections II
Grade 7: Foreman Mechanic WWTP Operator II	Operator V and Collections II
Grade 7a: WWTP Operator II(a)	Operator VI and Collections II
Grade 8:	
Grade 8a:	
Grade 9: Chief WWTP Operator Chief Water Systems Operator	Operator VI (or higher) and Collections II 2T and 2D
Grade 9a: Chief WWTPO(a) Chief Water Systems Operator(a)	Operator VII and Collections III 3T and/or 3D (in training)

(note: Possession of a Backflow Prevention License will be compensated by a \$.75/hour premium to be applied to compensation for any work performed under authority of said license)

[page amended 8/8/08]