

Town of Shirley

DPW Union Contract

2014-2017

Ratified
6/2/2014

PURPOSE OF AGREEMENT

This Agreement entered into by the Town of Shirley, hereinafter referred to as the Employer, and Local 1703, 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 Employer 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 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time and regular part-time maintenance employees of the Town of Shirley Department of Public Works as defined in MCR-3782, excluding the Director, and all managerial, confidential, and casual employees.

ARTICLE 2 UNION DUES CHECK-OFF

1. The Employer shall, for the duration of this Agreement, deduct regular periodic Union dues each regular payday from the paycheck of each employee who individually and voluntarily certifies in writing his or her authorization for such deduction.

2. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union.

ARTICLE 3 AGENCY SERVICE FEE

All employees in the bargaining unit shall, as a condition of employment, pay to the Union, as the exclusive bargaining agent and representative, an agency service fee in accordance with law. This fee will commence immediately upon completion of the probationary period for new employees. The agency fee shall be deducted each regular payday.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for the agency service fee from an employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted, once they have been turned over to the treasurer of the Union.

ARTICLE 4 **GRIEVANCES AND ARBITRATION**

- A. The Employer agrees to recognize one employee of the bargaining unit as a Union steward for the purpose of handling and settling grievances. The Union shall notify the Employer in writing as to the identity of the steward and of one alternate, if any, who may function as the acting steward only in the absence of the steward and only after the Union has notified the Employer that the alternate will function as the acting steward for the specified period of the steward's absence. The Union steward shall be granted time off without loss of pay to participate in regular grievance meetings scheduled by the Employer. The Employer reserves the right to schedule such grievance meetings either during or after regular working hours, as may best suit operational requirements.
- B. The word "grievance" as used in this Agreement is limited to complaints which involve the interpretation, application, or meaning of the express provisions of this Agreement.
- C. Grievances arising under this Agreement shall be handled in accordance with the following procedures:

Step 1 – An employee having a grievance under this agreement may individually, or with his union steward, take up the grievance with the Director. The grievance shall be presented in writing and be filed within ten (10) working days of the event complained of or of the date when the employee should reasonably have known of the event. The Director shall hold a meeting within five (5) working days of the presentation of the grievance and shall give an answer to the grievance in writing within five (5) working days of the meeting.

Step 2 – If no satisfactory settlement of the grievance is reached at the first step, the grievance may be appealed to the Board of Selectmen. Such appeal shall be taken in writing and shall be submitted to the Board of Selectmen within seven (7) working days of the receipt of the answer at the first step of the grievance procedure. The Board of Selectmen shall hold a meeting with the grieving party at its next regularly scheduled meeting, then file an answer to the grievance in writing within fourteen (14) working days of

the meeting.

Step 3 – If no satisfactory settlement of the grievance is reached at the second step, such grievance may be referred to arbitration at the request of the Union. Written notice of such intent to proceed to arbitration must be delivered to the Employer within thirty (30) working days after the decision of the Board of Selectmen is due.

Arbitration shall be conducted by the American Arbitration Association in accordance with its rules and regulations. The cost of the arbitration shall be borne equally by the parties.

When a grievance is filed by the Union on behalf of an individual employee, the employee shall have the right to be present with his

Union steward at any regular grievance meeting scheduled by the Employer. When the Union files a group grievance, one employee only in addition to the steward shall have the right to be present at any regular grievance meetings, such employee to be selected by the Union.

- D. The failure of the Town to answer on Step 1 or 2 of the grievance procedure shall be deemed to be a denial of the grievance, and the grievance may be moved to the next step of the procedure contained in this Article.
- E. The Arbitrator shall be without power to add to, subtract from, or modify this Agreement in any way, or to take any action inconsistent with it, and may only address such questions as are presented to him by the parties.

ARTICLE 5 JOB POSTING AND BIDDING

In the event a permanent position covered by this Agreement becomes vacant, and the Town intends to fill the position, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for ten (10) days. Employees interested shall apply in writing within the ten- (10) day period. Within ten (10) days of the expiration of the posting period, the employer shall award the position based upon the applicants' qualifications and experience. If the Director determines that qualifications and experience are equal, the most senior applicant shall be awarded the position.

The successful applicant shall be in probationary status for six (6) months at the applicable rate of pay. If, during or at the end of this period, it is determined that the employee is not qualified to perform the work, he shall be returned to his old

position and rate.

It is mutually agreed between the parties that if, in the judgment of the Director, no applicant has sufficient Qualifications and experience, the Employer may fill the position from outside the bargaining unit.

ARTICLE 6
HOUR OF WORK AND OVERTIME

1. The current workweek shall be 12:01 AM Sunday through midnight Saturday. The current regularly scheduled workweek for full-time employees shall be Monday through Thursday, 9 hours per day, and Friday, 4 hours. The Employer may change such schedule for some or all employees; however, if the Employer intends to change the schedule, it shall give at least two weeks' advance notice to the Union, except in case of emergency.
2. The hours worked by an employee who, at the direction of the Director, works unbroken hours that extend past midnight, do not become straight time solely because they are worked on a new day.
3. If an employee is directed by the Director to leave work for rest due to having worked through the previous night, the regular hours not worked as a result of said direction shall count towards the employee's basic forty (40) hour work week for the purposes of overtime calculation. However, nothing in the preceding sentence shall operate so as to create a right for any employee to be paid for said hours. These hours shall not count toward the basic forty if the employee initiates the action himself.
4. The Employer may require overtime on a scheduled or unscheduled basis. Time and one-half times an employee's regular rate shall be paid for all hours worked in excess of 9 straight-time hours in a day or in excess of 4 straight time hours on a Friday (if only 4 hours are scheduled for Friday) and/or 40 straight-time hours in a workweek. All work performed on Sunday shall be at time and one-half regardless of the total number of hours worked in that weekly pay period. All work performed on Saturday shall be at time and one-half regardless of the total number of hours worked in that weekly pay period so long as any personal time and/or vacation time for that week was previously scheduled and posted at least two weeks in advance of the actual vacation and/or personal time taken.

**Hours of work used to calculate overtime: However, escape clause to be added to protect the Town if the policy is being abused as described in the paragraph above.

Escape Clause- If an employee after working a full shift wishes to not accumulate Overtime he/she can request to use vacation time instead, subject to Supervisors sign-off.

There shall be no pyramiding of overtime or premium pay. Only hours actually worked shall be included in the calculation of overtime with the exception of hours paid but not worked for holidays, jury duty, bereavement leave, and vacation leave approved at least 72 hours prior to working the overtime. Hours of pay received for vacation (except as allowed above), sick time, personal time, or any other pay received for time not actually worked shall not be included as time worked for eligibility for overtime pay.

5. Reporting pay – If an employee has punched out and left the premises at the end of his scheduled work and is thereafter required to report to work, or if an employee is required to report to work on a day that he is not previously scheduled, such employee shall receive a minimum of four hours' work or pay at the applicable rate. The minimum reporting pay shall be applicable to only the first call back on any calendar day, and the employee shall be paid for actual time worked on second and subsequent call backs on the same day. The minimum reporting pay shall not apply if the call back time is immediately before or after and merges with the employee's regular scheduled work time.
6. In so far as practicable, the Employer will endeavor to assign overtime equally over the period of the agreement among employees who are qualified to perform that work. An employee who is unavailable for overtime work shall be treated as if he had worked such overtime for the purpose of overtime distribution.
7. Employees may elect to take compensatory time off (Comp Time) at an equivalent rate of time and one half, in lieu of overtime payroll payment. Comp Time in lieu of overtime pay must be requested and approved prior to the employee working the overtime shift. Accrued Comp Time may be used at any time with prior request to use, and approval to use, to and from the Director of Public Works. Comp Time may only be used with a 72 hours advance notification, except as may otherwise be authorized by the Supervisor. Eligible employees may have Comp Time accrue up to a maximum total of 80 hours.
8. Vacation or Regular Pay in lieu of being-on-call:

8 hours additional vacation time or regular pay per month for each employee for 5 months (November- March).

ARTICLE 6-A
PART-TIME EMPLOYEES

Employees who are regularly scheduled for less than 40 hours each week shall be considered to be part-time. The Employer shall retain sole discretion as to the number of hours it requires from part-time employees each week.

Part-time employees who are regularly scheduled for 20 or more hours per week shall be entitled to sick leave, vacation, holidays, paid personal leave, bereavement leave and jury duty leave in an amount equal to the percentage of their actual hours worked in the preceding calendar year (including hours worked which are being paid at an overtime rate) divided by 2080. This percentage shall be multiplied by the benefit, which the employee would be entitled to, if he were a full-time (40 hours per week) employee. A newly hired part-time employee who is regularly scheduled to work over 20 hours per week shall receive prorated benefits in the first year of employment based upon his regularly scheduled weekly hours divided by 40.

Pro-ration of benefits for part-time employees employed as of the date of this agreement shall go into effect on July 1, 2000.

ARTICLE 7
MEAL AND REST PERIODS

Employees shall be granted an unpaid meal period of not more than one-half (112)-hour duration during each work shift and two rest periods of not more than fifteen (15) minutes in each work shift. One break is to be taken in the first half of the shift and the second break is to be taken in the second half of the shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

ARTICLE 8
SENIORITY

- A. New employees shall be considered probationary employees until they have completed a maximum of six (6) months of continuous service with the Employer, after which time they shall be appointed regular employees if they have not earlier been so appointed. The seniority of a probationary employee who receives a regular appointment shall date from his initial date of hire. The Employer reserves the right to dismiss probationary employees or appoint them to regular positions in its sole discretion, and grievances shall not be presented or arbitration requested in connection with

the dismissal, discipline, layoff or appointment to regular positions of probationary employees. Employees who have completed their probationary period and have become regular employees shall not be discharged or otherwise disciplined except for just cause.

- B. Whenever there is a reduction in the work force within a job classification, the probationary employees in that job classification shall be released first. If further reductions are required, employees in that work classification shall be released in reverse order of their length of service with the Employer.
- C. In determining an employee's length of service for seniority purposes, computation will begin on the day the employee began working for the Employer, and continuity of service shall be broken only for the following reasons:
 - 1. If the employee resigns.
 - 2. If the employee is discharged, and the discharge is not reversed under the grievance procedure provided herein.
 - 3. If an employee who has been laid off because of lack of work fails to report within five (5) days of his recall.
 - 4. If an employee with less than two years seniority is laid off for six (6) consecutive months; if an employee with two years or more seniority is laid off for twelve (12) consecutive months.
 - 5. If an employee is given a disciplinary suspension and the suspension is not reversed under the grievance procedure provided herein, the employee's seniority will be reduced by the period of suspension.
- D. In the event of a recall from layoff, employees shall be recalled to the job classifications from which they were laid off in reverse order of their layoff.
- E. The Employer shall post a seniority list each year during the month of January. Any employee who has a complaint concerning his position on the annual seniority list may file a grievance on that basis within seven (7) days after the seniority list is posted.

ARTICLE 9
SICK LEAVE

- A. Each non-probationary employee shall be credited with sick leave with pay at the rate of *nine hours* for each month of service. Sick leave may be accumulated up to a maximum of 800 hours. Any accumulation which present employees have at the effective date of this Agreement shall be retained.
- B. The Town may request a physician's certificate in the event of an absence of three (3) days or more and/or where there is reason to believe that sick leave is being abused.
- C. An employee collecting Workers' Compensation disability benefits shall have the option of using his accumulated sick leave to supplement his Workers' Compensation.
- D. Eligible part-time employees, as defined in Article VI-A, shall be entitled to sick leave in accordance with Article VI-A.

ARTICLE 10
VACATIONS

Permanent, full-time employees shall be entitled to the following vacation leave:

Eligible part-time employees, as defined in Article VI-A, shall be entitled to vacation in accordance with Article VI-A.

1. In the first year of employment up to the employee's fifth anniversary of employment, employees shall earn 0.83 days (each day being equivalent to 8 hours) per month of vacation leave. After an employees' fifth anniversary up to the employee's tenth anniversary of employment, employees shall earn 1.25 days (each day being equivalent to 8 hours) per month of vacation leave. After an employees' tenth anniversary up to the employee's twentieth anniversary of employment, employees shall earn 1.67 days (each day being equivalent to 8 hours) per month of vacation leave. After an employees' twentieth anniversary of employment, employees shall earn 2.083 days (each day being equivalent to 8 hours) per month of vacation leave.
2. Employees shall accrue Vacation Leave in accordance with the above schedule. Effective July 1, 2004 an employee may accrue vacation leave up to a maximum

accrual equivalent to one full year's accrual plus 5 days (each day being equivalent to 8 hours) at any time."

ARTICLE 11
HOLIDAYS

Holiday pay for full-time employees shall be calculated as follows:

If a holiday falls on Monday, Tuesday, Wednesday or Thursday (currently 9 hour days), the employee shall be paid 8 hours pay at his regular rate and the employee shall be given the opportunity to work an extra hour on Friday of the week in which the holiday falls, If the holiday falls on a Friday, the Thursday immediately preceding the holiday shall be a four hour workday with the employee being given an opportunity to work an extra hour on that Thursday. The employee shall receive 8 hours pay at his regular rate for the Friday holiday.

A. The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

B. When a holiday falls on a Saturday, Friday shall be considered the holiday.

C. An Employee called in to work on any holiday except Thanksgiving or Christmas shall be paid holiday pay, plus time and one half his regular rate for the time worked on that day.

D. An employee called in to work on "Family Holidays" considered super holidays (Christmas, Thanksgiving, Memorial Day, Independence Day, Labor Day, New Year's Day) shall be paid holiday pay, plus two times his regular rate for time worked on that day.

E. Eligible part-time employees, as defined in Article VI-A, shall be entitled to holidays in accordance with Article VI-A.

F. Eligible for ½ day on Christmas Eve, Monday-Friday (December 24th) of each year at regular rate of pay. Overtime shall not commence until after 4:30pm due to inclement weather.

ARTICLE 12

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PAID PERSONAL LEAVE

- A. Employees shall earn *twenty-four (24) hours* of personal leave per year. Effective July 1, 2005 Paid Personal Leave time will be credited on July 1st of each (Fiscal) year.
- B. The employee may use such leave for any purpose, subject to advance approval for his absence. Said leave must be used during the year it was earned and will not be allowed to accumulate from year to year.
- C. Eligible part-time employees, as defined in Article VI-A, shall be entitled to paid personal leave in accordance with Article VI-A.

ARTICLE 13 JURY LEAVE

An employee who is called for jury duty shall be granted paid leave. A time employee shall receive an amount of pay equal to the number of regularly scheduled straight-time hours he lost due to serving on jury duty. An employee who receives jury pay shall turn over such pay to the Town, less any amount received for travel expenses.

A part-time employee who is called for jury duty shall be paid in accordance with Article VI-A. The daily pay, pro-rated in accordance with Article VI-A, shall be paid for any weekday for which the eligible part-time employee did not receive jury duty pay from any other employer and only for those days on which he could have been scheduled to work for the Town of Shirley.

ARTICLE 14 BEREAVEMENT LEAVE

- A. In the case of the death of a member of an employee's immediate family, domestic partner, or any individual to whom the employee has documented custodial responsibility similar as that of a family member, up to three (3) days of bereavement leave with pay shall be granted to the employee for any workdays missed owing to the death. This leave shall not be charged against his sick leave, vacation benefits, or paid personal leave to which he may be entitled.
- B. The immediate family shall be defined as: mother, father, husband, wife, sister, brother, son, daughter, mother-in-law, father-in-law, foster child, stepchild, step parent, grandchildren and any other relative living in the immediate household.

- C. In the case of the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin or grandparent, not living in the immediate household, the employee shall be entitled to up to one day of bereavement leave for attendance at the funeral.
- D. Eligible part-time employees, as defined in Article VI-A, shall be entitled to bereavement leave in accordance with Article VI-A. The daily pay, prorated in accordance with Article VI-A, shall be paid only for those days on which an eligible employee did not receive bereavement pay from any other employer and only for those days on which he would have been scheduled to work for the town of Shirley.
- E. Three days paid leave for the death of the employee's family member identified in (a) and (c) only if the employee has documented proof of custodial responsibility.

ARTICLE 15
UNIFORM AND PROTECTIVE CLOTHING

- A. Employees required to wear storm gear to perform their work assignments shall be supplied said storm gear including hats, rain gear, boots, and gloves, which shall be the property of the Town.
- B. The (prior contract) provision that the Town provide daily uniforms for employees has been struck. In lieu of the former provision for Town supplied uniforms, \$0.14 was added to the base hourly rate of all employees. (This modified provision became effective 7/1/03 with additional provision for effecting a termination of existing uniform contract with vendor)
- C. The (prior contract) provision that the Town annually pays for clothing and footwear for employees has been struck this provision has been struck. In lieu of the former clothing and footwear allowance, \$0.10 was added to the base hourly rate of all employees which became effective 7/1/03.
- D. A \$125 Boot allowance will be payable June 1 of each year.

ARTICLE 16
CLEAN-UP TIME

Employees shall be granted fifteen (15) minutes of clean up time prior to the end of each nine- (9) hour shift.

ARTICLE 17

STABILITY OF AGREEMENT

The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Employer or the Union to future performances of any such term or provision, and the obligations of the Employer and the Union to such future performances shall continue in full force and effect.

ARTICLE 18 MANAGEMENT RIGHTS

The Town shall not be limited in any way in the exercise of the functions of municipal management or government and shall have retained and reserved unto itself, without bargaining with the Union, all the powers, authority, and prerogatives of municipal management or government including, but not limited to, the following:

the operation and direction of the affairs of the Department of Public Works in all of their various aspects; the determination of the level of services to be provided; the direction, control, supervision, and evaluation of the employees; the establishment and determination of employee classifications; the establishment, determination, direction, and control of all the operations and services of the Department; the increase, diminishment, change, or discontinuation of operations or units in whole or in part; the institution of technological changes or the revising of processes, systems, or equipment; the subcontracting of work; the alteration, addition, or elimination of existing methods, equipment, facilities, or programs; the determination of the methods, means, location, organization, number, and training of personnel of the Department, or its units or programs; the determination, alteration, or modification of the style, type, or nature of uniforms and storm gear; the assignment and transfer of employees other than their regularly scheduled hours, and the determination of the classification and number of employees to be so called; the determination of whether goods should be made, leased, contracted, or purchased on either a temporary or permanent basis; the hiring, appointment, promotion, demotion, suspension, discipline, or discharge of employees; the use and employment of temporary employees; the use and employment of non-bargaining unit employees, including managerial and supervisory employees, to perform bargaining unit work; the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties, or for any other reason; the making, implementation, amendment, and enforcement of such rules, regulations, and safety, operating, and administrative procedures from time to time as the Employer deems necessary; and the appropriation of funds; except to the extent expressly abridged by a specific provision of this agreement.

If the Town decides to make a substantial change in working conditions which change would reduce the workforce, the Town agrees to engage in bargaining with the Union concerning the impact of such action on the employees whose jobs are eliminated.

Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided to the Employer by law.

During an emergency the Employer shall have the right to take any action necessary to meet the emergency, notwithstanding any contrary provisions of the Agreement.

ARTICLE 19 **NO-STRIKE**

- A. No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike or other withholding of services from the Employer, 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. The Union agrees that neither the Union nor any of its officers, agents, or members will call, institute, authorize, participate in, or sanction any such strike, work stoppage, slowdown, sick-out, 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 the withholding of overtime services, including upon termination of this Agreement.
- B. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slowdown, sick-out, picketing, sympathy strike, or other withholding of services from the Employer, 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, the Union shall forthwith disallow such activity and refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate any such strike, work stoppage, slowdown, sick-out, 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 the withholding of overtime services from the Employer, and shall, in addition, post notices to this effect on departmental bulletin boards.
- C. Violation of Section 1 or refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and shall be

just cause for disciplinary action by the Employer against an employee and such other action that the Employer may deem appropriate.

- D. The Employer may, in addition to the remedies under Chapter 150E of the General Laws and of this Agreement, file independently an action in the appropriate court to enforce this Article.

ARTICLE 20
SAFETY

The members of the bargaining unit may discuss safety concerns with the Director. These discussions shall be informal and advisory only.

ARTICLE 21
MISCELLANEOUS PROVISIONS

- A. Bulletin Board – The Employer shall allow the Union to post announcements in a location to which employees have access. The parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written notice on such bulletin boards.
- B. Health Insurance - Effective July 1, 2009 the Town will contribute 75% (seventy five percent) of the employees' health insurance premiums and the employees shall contribute 25% (twenty-five percent).
- C. Access to Premises –The Employer agrees to permit the representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Mass. State Council 93, to enter the Town of Shirley Department of Public Works premises upon notification, provided that the representatives' presence does not interfere with employees' work.
- D. License Fees - The Director shall determine in his sole discretion what licenses are required for each employee in order for said employee to perform his duties. All full time employees who have obtained a license, which the Director has determined is required for their work, will be reimbursed for the fee(s) required to obtain said license(s) upon submitting a receipt showing that said fee(s) have been paid.
- E. Workers' Compensation – When an employee who has completed five (5) full years of service in the Department is absent from work because he has been injured or become ill on the job and is receiving Workers' Compensation disability payments, the Employer shall make a good faith effort to avoid replacing the employee on a permanent basis by using temporary personnel or other reasonable means consistent with the efficient operations of the Department. The Employer's duty under this

Section shall terminate twenty-four (24) months after the date of injury. An employee who returns to work for the Department after such an injury or illness shall be credited with the time on Workers' Compensation disability as time worked, for the purpose of seniority computation.

ARTICLE 22
WAGES

- A. The wages for bargaining unit positions shall be as shown on the Wage Schedule attached to this Agreement as Appendix A.
- B. The annual bonus provision included in prior contracts has been struck. In lieu of an annual bonus provision provided under prior contracts, effective 7/1/03 an additional \$0.24 per hour has been added to the base hourly compensation rate for all employees who had previously completed one full year of service." (The additional rate of compensation is included within the Wage Schedule Matrix found as Appendix A to the Agreement (Attachment A, herein).
- C. A "Step and Grade" job classification schedule consisting of ten steps within each of seven job grades has been instituted effective 7/1/05. Employees in good standing will progress from step to step after one year of eligible service in the previous step. Job Grades within the classification schedule shall be as follows: (1) Laborer, (2) Driver/Laborer, (3) Junior Operator/Driver/Laborer, (4) Senior Operator/Driver/Laborer, (5) Assistant Foreman, (6) Foreman. Effective July 1, 2005 a new position, (7) General Foreman was added. The pay grade for General Foreman is 10% higher than the grades established for Foreman.
 - a. All current employees, excepting the least senior Operator/Driver/Laborer, that were members of The AFSCME-Council 93 Bargaining Unit on June 30, 2003 shall be placed within Step 5 of their respective Grade(s) effective July 1, 2003. The least senior Operator/Driver/Laborer shall be placed at Step 8 of Grade 3 (Junior Operator/Driver/Laborer) as of July 1, 2003.
 - b. Junior Operator/Driver/Laborers will progress to Senior Operator/Driver/Laborer, provided that the Junior Operator/Driver/Laborer has obtained all required and necessary equipment operator's license(s). Said progress from Junior Operator/Driver/Laborer to Senior Operator/Driver/Laborer, will occur by moving from Step 9 JR. O/D/L to Step 6 SR. O/D/L.
 - c. Effective January 1, 2005 Steps 5, 6, 7, 8, and 9 of Grade 3

Junior Operator/Driver/Laborer will be eliminated. Subsequent to January 1, 2005 a Junior Operator/Driver/Laborers will progress to Senior Operator/Driver/Laborer, provided that the Junior Operator/Driver/Laborer has obtained all required and necessary equipment operator's license(s) by moving from Step 4 JR. 0/D/L to Step 1 SR. 0/D/L.

- d. Employees shall be eligible for increases to the next Step on their effective anniversary of the date of employment with the Town of Shirley Department of Public Works. The parties to this agreement agree that an eligible employee's initial step placement for FY04 shall be based upon the anniversary date of employment for the employee, provided however that previous non-consecutive service shall be credited as one month of time credited for each full year of previous employment with the Town of Shirley Department of Public Works (formerly the Highway Department). Eligibility for this provision shall be for all Town of Shirley Department of Public Works employee(s) whom were members of The AFSCME - Council 93 Bargaining Unit on June 30, 2003.

Wage Adjustment: Wage provisions contained within the Wage Schedule attached to this Agreement as Appendix A shall be subject to an annual Cost of Living Adjustment (COLA) as follows:

July 1, 2014 – 2%

July 1, 2015 – 2%

July 1, 2016 – 2%

*In the event that any other employees of the Town of Shirley receive a COLA in excess of 2% plus a step, or any combination thereof, it is hereby agreed to re-open collective bargaining for the purpose of re-negotiating a COLA different than that stated in a, b, and c, above .

ARTICLE 23
LONGEVITY PAY

DPW

Effective and beginning July 1, 2003, eligible employees will be compensated for their loyal employment longevity as follows:

After 5 years - A Longevity Premium Rate of \$0.24 per hour will be added to employee's base compensation rate.

For each additional 5 years of cumulative and consecutive service an

additional Longevity Premium Rate of \$0.12 per hour will be added to eligible employee's base compensation rate. Eligible employees will achieve maximum longevity premium (\$0.72) upon reaching the level of 25 years of service."

Longevity Premium Rate increases will become effective on the eligible employee's anniversary date of employment."

It is further specified that the above rates are based on full-time employment. Accordingly, longevity rates shall be prorated for part-time employees in accordance with the hours worked during the previous calendar year.

The additional Longevity Premium Rate of compensation has been included as sub-grades a, b, c, d, and e for each job grade classification within the Wage Schedule Matrix found as Appendix A to the Agreement."

ARTICLE 24 DRUG AND ALCOHOL TESTING

1. Scope
All members of the bargaining unit are subject to the provisions of this Article.
2. Definitions
All terms used in this Article shall be construed in accordance with the Definitions published by the United States Department of Transportation.
3. Prohibited Alcohol and Controlled Substance Related Conduct
 - A. Reporting for duty and/or remaining on duty while having a blood alcohol concentration of .02 or greater and/or while testing positive for any controlled substance.
 - B. Possessing alcohol or any controlled substance while on duty.
 - C. Consuming alcohol or using any controlled substance while on duty, including at lunch, during breaks and/or within four (4) hours of reporting for duty.
 - D. Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations, and/or this Article.
 - E. Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever

comes first.

- F. No employee will be disciplined for failure to report when called back to work for a snow or other emergency, if said employee has consumed alcohol during his off duty hours, and believes he would be in violation of this provision if he reported.

3. Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- A. Any employee operating a motor vehicle involved in an accident while on duty, which resulted in a fatality and/or criminal complaint to said employee for a moving traffic violation arising out of said accident.
- B. Any employee directed to take such a test as a result of any Random Testing program mandated by state and/or federal law or regulation.
- C. Any employee about whom the Director and/or any other person or person(s) designated by the Board of Selectmen has a reasonable suspicion that said employee has violated and/or is violating the prohibitions set forth in this Article. In the event such a test is ordered, the basis for the alleged reasonable suspicion shall be reduced to writing, and provided to the employee with 48 hours.
- D. All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the Board of Selectmen at the Town's expense.
- E. Failure by a unit member to submit to an exam required by this section within two (2) hours of being ordered to do so will be deemed to be insubordinate unless said time requirement is waived in writing by the Employer. Submission of an adulterated sample by the employee shall also be deemed a refusal; treated as insubordination; and/or treated as a positive result.

5. Results of Prohibited Conduct

- A. Any member of the bargaining unit may be disciplined, subject to the application of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.

In addition to any discipline, which may be imposed, no

employee may continue to work if found to have a blood alcohol level of .04 and/or if found to be under the influence of a controlled substance. Any such employee will be immediately relieved of duty without pay until he passes a "return to duty" test for alcohol with a blood alcohol level of .02 or less and/or tests negative for controlled substances.

- B. "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the Employee.
- C. In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be born b the Employee. The town will make every effort to assist the employee in securing insurance coverage for said evaluation and/or program under the group insurance in effect at the time. Any employee who is evaluated and/or assigned to an employee assistance program will sign a written release authorizing a full and complete disclosure and transmittal of information between the Towns, said professional, and/or said program.
- D. Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests for twelve (12) to sixty (60) months following such prohibited conduct. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.
- E. An employee may request a split sample test. In this event, the employee shall pay any extra costs for said procedure.

ARTICLE 25 **EMPLOYEE EVALUATION**

Beginning in the year 2000, each employee will be evaluated during the month of May by the Director using the form attached to this Agreement. The evaluation will reflect the work performance of the employee over the past twelve- (12) months. The Director will give each employee a copy of his evaluation on or before June 1st of each year, and will meet with each employee to discuss their evaluation on or before June 15th. In the event that the employee is unsatisfied with the evaluation, the employee may submit a written rebuttal on or before June 30th. If said rebuttal is received by the Supervisor on or before June 30th it will be attached to the evaluation and become a permanent part thereof.

ARTICLE 26
WAIVER

The Employer and the Union acknowledge that during the negotiations, which resulted in this Agreement, each party had and exercised the unlimited right and opportunity to make demands and proposals with respect to any and all lawful and proper subjects of collective bargaining. This Agreement fully and completely incorporates all such understandings and agreements and supersedes all prior agreements, understandings and past practices, oral or written, express or implied. Any past practices oral or written, express or implied, and any supplemental or side agreements, oral or written, express or implied, are no longer binding on the parties. Accordingly, this agreement alone shall govern the entire relationship between the parties and shall be the sole source of any and all rights which may be asserted in arbitration hereunder or otherwise.

ARTICLE 27
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of the below date of final signing by all parties and shall be retroactive and effective to *July 1, 2015* and shall expire *June 30, 2017*, except as provided below in this Article.
- B. Either party may notify the other party of its desire to terminate or modify this Agreement by written notice, by registered or certified mail, postage prepaid, post-marked at least 30 days prior to the expiration date of the Agreement.
- C. Should neither party send a notice to modify or terminate this Agreement, as provided in Section B, this Agreement shall be considered have been automatically renewed for an additional year.

For the Unions

M. Kentege
Paul Jann
Arthur [Signature]

For the Town

Rodney Dumont
[Signature]
Chris [Signature]

APPENDIX A

DPW - EFFECTIVE - July 1, 2014
Proposed 2% COLA

STEP

	1	2	3	4	5	6	7	8	9	10	11	12	13
7e General Foreman - Plus 25	\$ 23.63	\$ 24.15	\$ 24.58	\$ 25.22	\$ 25.77	\$ 26.33	\$ 26.91	\$ 27.50	\$ 28.10	\$ 28.72	\$ 29.35	\$ 29.99	\$ 30.65
7d General Foreman - Plus 20	\$ 23.51	\$ 24.03	\$ 24.56	\$ 25.10	\$ 25.65	\$ 26.21	\$ 26.79	\$ 27.38	\$ 27.98	\$ 28.60	\$ 29.23	\$ 29.87	\$ 30.53
7c General Foreman - Plus 15	\$ 23.39	\$ 23.91	\$ 24.44	\$ 24.98	\$ 25.53	\$ 26.09	\$ 26.67	\$ 27.26	\$ 27.86	\$ 28.48	\$ 29.11	\$ 29.75	\$ 30.41
7b General Foreman - Plus 10	\$ 23.27	\$ 23.79	\$ 24.32	\$ 24.86	\$ 25.41	\$ 25.97	\$ 26.55	\$ 27.14	\$ 27.74	\$ 28.36	\$ 28.99	\$ 29.63	\$ 30.29
7a General Foreman - Plus 5	\$ 23.15	\$ 23.67	\$ 24.20	\$ 24.74	\$ 25.29	\$ 25.85	\$ 26.43	\$ 27.02	\$ 27.62	\$ 28.24	\$ 28.87	\$ 29.51	\$ 30.17
7 General Foreman (NEW)	\$ 22.91	\$ 23.43	\$ 23.96	\$ 24.50	\$ 25.05	\$ 25.61	\$ 26.19	\$ 26.78	\$ 27.38	\$ 28.00	\$ 28.63	\$ 29.27	\$ 29.93
6e Foreman - Plus 25	\$ 21.97	\$ 22.45	\$ 22.94	\$ 23.44	\$ 23.95	\$ 24.47	\$ 25.00	\$ 25.55	\$ 26.11	\$ 26.68	\$ 27.26	\$ 27.86	\$ 28.47
6d Foreman - Plus 20	\$ 21.85	\$ 22.33	\$ 22.82	\$ 23.32	\$ 23.83	\$ 24.35	\$ 24.88	\$ 25.43	\$ 25.99	\$ 26.56	\$ 27.14	\$ 27.74	\$ 28.35
6c Foreman - Plus 15	\$ 21.73	\$ 22.21	\$ 22.70	\$ 23.20	\$ 23.71	\$ 24.23	\$ 24.76	\$ 25.31	\$ 25.87	\$ 26.44	\$ 27.02	\$ 27.62	\$ 28.23
6b Foreman - Plus 10	\$ 21.61	\$ 22.09	\$ 22.58	\$ 23.08	\$ 23.59	\$ 24.11	\$ 24.64	\$ 25.19	\$ 25.75	\$ 26.32	\$ 26.90	\$ 27.50	\$ 28.11
6a Foreman - Plus 5	\$ 21.49	\$ 21.97	\$ 22.46	\$ 22.96	\$ 23.47	\$ 23.99	\$ 24.52	\$ 25.07	\$ 25.63	\$ 26.20	\$ 26.78	\$ 27.38	\$ 27.99
6 Foreman	\$ 21.25	\$ 21.73	\$ 22.22	\$ 22.72	\$ 23.23	\$ 23.75	\$ 24.28	\$ 24.83	\$ 25.39	\$ 25.96	\$ 26.54	\$ 27.14	\$ 27.75
5e Assistant Foreman - Plus 25	\$ 21.12	\$ 21.58	\$ 22.05	\$ 22.53	\$ 23.02	\$ 23.52	\$ 24.03	\$ 24.55	\$ 25.09	\$ 25.64	\$ 26.20	\$ 26.77	\$ 27.36
5d Assistant Foreman - Plus 20	\$ 21.00	\$ 21.46	\$ 21.93	\$ 22.41	\$ 22.90	\$ 23.40	\$ 23.91	\$ 24.43	\$ 24.97	\$ 25.52	\$ 26.08	\$ 26.65	\$ 27.24
5c Assistant Foreman - Plus 15	\$ 20.88	\$ 21.34	\$ 21.81	\$ 22.29	\$ 22.78	\$ 23.28	\$ 23.79	\$ 24.31	\$ 24.85	\$ 25.40	\$ 25.96	\$ 26.53	\$ 27.12
5b Assistant Foreman - Plus 10	\$ 20.76	\$ 21.22	\$ 21.69	\$ 22.17	\$ 22.66	\$ 23.16	\$ 23.67	\$ 24.19	\$ 24.73	\$ 25.28	\$ 25.84	\$ 26.41	\$ 27.00
5a Assistant Foreman - Plus 5	\$ 20.64	\$ 21.10	\$ 21.57	\$ 22.05	\$ 22.54	\$ 23.04	\$ 23.55	\$ 24.07	\$ 24.61	\$ 25.16	\$ 25.72	\$ 26.29	\$ 26.88
5 Assistant Foreman	\$ 20.40	\$ 20.86	\$ 21.33	\$ 21.81	\$ 22.30	\$ 22.80	\$ 23.31	\$ 23.83	\$ 24.37	\$ 24.92	\$ 25.48	\$ 26.05	\$ 26.64
4e Senior Operator, Driver, Laborer - Plus 25	\$ 20.12	\$ 20.56	\$ 21.01	\$ 21.47	\$ 21.94	\$ 22.42	\$ 22.91	\$ 23.41	\$ 23.92	\$ 24.44	\$ 24.97	\$ 25.52	\$ 26.08
4d Senior Operator, Driver, Laborer - Plus 20	\$ 20.00	\$ 20.44	\$ 20.89	\$ 21.35	\$ 21.82	\$ 22.30	\$ 22.79	\$ 23.29	\$ 23.80	\$ 24.32	\$ 24.85	\$ 25.40	\$ 25.96
4c Senior Operator, Driver, Laborer - Plus 15	\$ 19.88	\$ 20.32	\$ 20.77	\$ 21.23	\$ 21.70	\$ 22.18	\$ 22.67	\$ 23.17	\$ 23.68	\$ 24.20	\$ 24.73	\$ 25.28	\$ 25.84
4b Senior Operator, Driver, Laborer - Plus 10	\$ 19.76	\$ 20.20	\$ 20.65	\$ 21.11	\$ 21.58	\$ 22.06	\$ 22.55	\$ 23.05	\$ 23.56	\$ 24.08	\$ 24.61	\$ 25.16	\$ 25.72
4a Senior Operator, Driver, Laborer - Plus 5	\$ 19.64	\$ 20.08	\$ 20.53	\$ 20.99	\$ 21.46	\$ 21.94	\$ 22.43	\$ 22.93	\$ 23.44	\$ 23.96	\$ 24.49	\$ 25.04	\$ 25.60
4 Senior Operator, Driver, Laborer	\$ 19.40	\$ 19.84	\$ 20.29	\$ 20.75	\$ 21.22	\$ 21.70	\$ 22.19	\$ 22.69	\$ 23.20	\$ 23.72	\$ 24.25	\$ 24.80	\$ 25.36
3e Junior Operator, Driver, Laborer - Plus 25	\$ 18.41	\$ 18.81	\$ 19.22	\$ 19.64	\$ 20.07	\$ 20.50	\$ 20.94	\$ 21.39	\$ 21.84	\$ 22.29	\$ 22.74	\$ 23.20	\$ 23.66
3d Junior Operator, Driver, Laborer - Plus 20	\$ 18.29	\$ 18.69	\$ 19.10	\$ 19.52	\$ 19.95	\$ 20.38	\$ 20.81	\$ 21.24	\$ 21.68	\$ 22.12	\$ 22.56	\$ 23.01	\$ 23.46
3c Junior Operator, Driver, Laborer - Plus 15	\$ 18.17	\$ 18.57	\$ 18.98	\$ 19.40	\$ 19.82	\$ 20.24	\$ 20.66	\$ 21.08	\$ 21.51	\$ 21.93	\$ 22.36	\$ 22.79	\$ 23.22
3b Junior Operator, Driver, Laborer - Plus 10	\$ 18.05	\$ 18.45	\$ 18.86	\$ 19.28	\$ 19.69	\$ 20.10	\$ 20.52	\$ 20.94	\$ 21.36	\$ 21.78	\$ 22.20	\$ 22.62	\$ 23.04
3a Junior Operator, Driver, Laborer - Plus 5	\$ 17.93	\$ 18.33	\$ 18.74	\$ 19.15	\$ 19.56	\$ 19.97	\$ 20.38	\$ 20.79	\$ 21.20	\$ 21.61	\$ 22.02	\$ 22.43	\$ 22.84
3 Junior Operator, Driver, Laborer	\$ 17.69	\$ 18.09	\$ 18.50	\$ 18.92	\$ 19.33	\$ 19.74	\$ 20.15	\$ 20.56	\$ 20.97	\$ 21.38	\$ 21.79	\$ 22.20	\$ 22.61
2e Driver, Laborer - Plus 25	\$ 16.80	\$ 17.16	\$ 17.53	\$ 17.91	\$ 18.30	\$ 18.70	\$ 19.10	\$ 19.51	\$ 19.93	\$ 20.36	\$ 20.80	\$ 21.25	\$ 21.71
2d Driver, Laborer - Plus 20	\$ 16.68	\$ 17.04	\$ 17.41	\$ 17.79	\$ 18.18	\$ 18.58	\$ 18.98	\$ 19.39	\$ 19.81	\$ 20.24	\$ 20.68	\$ 21.13	\$ 21.59
2c Driver, Laborer - Plus 15	\$ 16.56	\$ 16.92	\$ 17.29	\$ 17.67	\$ 18.06	\$ 18.46	\$ 18.86	\$ 19.27	\$ 19.69	\$ 20.12	\$ 20.56	\$ 21.01	\$ 21.47
2b Driver, Laborer - Plus 10	\$ 16.44	\$ 16.80	\$ 17.17	\$ 17.55	\$ 17.94	\$ 18.34	\$ 18.74	\$ 19.15	\$ 19.57	\$ 20.00	\$ 20.44	\$ 20.89	\$ 21.35
2a Driver, Laborer - Plus 5	\$ 16.32	\$ 16.68	\$ 17.05	\$ 17.43	\$ 17.82	\$ 18.22	\$ 18.62	\$ 19.03	\$ 19.45	\$ 19.88	\$ 20.32	\$ 20.77	\$ 21.23
2 Driver, Laborer (NEW)	\$ 16.08	\$ 16.44	\$ 16.81	\$ 17.19	\$ 17.58	\$ 17.98	\$ 18.38	\$ 18.79	\$ 19.21	\$ 19.64	\$ 20.08	\$ 20.53	\$ 20.99
1e Laborer - Plus 20	\$ 15.35	\$ 15.68	\$ 16.02	\$ 16.36	\$ 16.71	\$ 17.07	\$ 17.44	\$ 17.82	\$ 18.20	\$ 18.59	\$ 18.99	\$ 19.40	\$ 19.82
1d Laborer - Plus 15	\$ 15.23	\$ 15.56	\$ 15.90	\$ 16.24	\$ 16.59	\$ 16.95	\$ 17.32	\$ 17.70	\$ 18.08	\$ 18.47	\$ 18.87	\$ 19.28	\$ 19.70
1c Laborer - Plus 10	\$ 15.11	\$ 15.44	\$ 15.78	\$ 16.12	\$ 16.47	\$ 16.83	\$ 17.20	\$ 17.58	\$ 17.96	\$ 18.35	\$ 18.75	\$ 19.16	\$ 19.58
1b Laborer - Plus 5	\$ 14.99	\$ 15.32	\$ 15.66	\$ 16.00	\$ 16.35	\$ 16.71	\$ 17.08	\$ 17.46	\$ 17.84	\$ 18.23	\$ 18.63	\$ 19.04	\$ 19.46
1a Laborer - Plus 5	\$ 14.87	\$ 15.20	\$ 15.54	\$ 15.88	\$ 16.23	\$ 16.59	\$ 16.96	\$ 17.34	\$ 17.72	\$ 18.11	\$ 18.51	\$ 18.92	\$ 19.34
1 Laborer (NEW)	\$ 14.63	\$ 14.96	\$ 15.30	\$ 15.64	\$ 15.99	\$ 16.35	\$ 16.72	\$ 17.10	\$ 17.48	\$ 17.87	\$ 18.27	\$ 18.68	\$ 19.10

GRADE

APPENDIX B

DPW UNION WAGE SCALE

GRADE	POSITIONS	Min.	Mid.	Max.
1	1 Laborer			
	Hourly	13.98		18.14
	Weekly (40 Hrs)	559.20		725.6
2	2 Driver, Laborer			
	Hourly	15.33		19.90
	Weekly (40 Hrs)	613.20		796.00
3	3 Junior Operator Driver, Laborer			
	Hourly	16.72		17.96
	Weekly (40 Hrs)	668.80		718.40
4	4 Senior Operator Driver Laborer			
	Hourly	18.41		23.90
	Weekly (40 Hrs)	736.40		956.00
5	5 Assistant Foreman			
	Hourly	19.34		25.16
	Weekly (40 Hrs)	773.60		1,006.40
6	6 Foreman			
	Hourly	20.13		26.15
	Weekly (40 Hrs)	805.20		1,046.00
7	7 General Foreman			
	Hourly	21.67		28.17
	Weekly (40 Hrs)	866.80		1,126.80
	Annual (2088 hrs)	45,246.96		58,818.96

