

**AGREEMENT
BETWEEN
THE TOWN OF HAMILTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO
COUNCIL 93, LOCAL 2905
HAMILTON DPW EMPLOYEES**



July 01, 2024 through June 30, 2027

TABLE OF CONTENTS

Preamble		1
Article 1	Recognition	1
Article 2	Bargaining representative	1
Article 3	Discrimination and Coercion	1
Article 4	Management Rights	2
Article 5	Union Dues, Costs, and Fees	4
Article 6	No Strike Clause	5
Article 7	Stability of Agreement	5
Article 8	Drug Testing	6
Article 9	Discharge and Discipline	7
Article 10	Seniority and Postings	8
Article 11	Probationary Period	9
Article 12	Entire Agreement	10
Article 13	Grievance and Arbitration Procedures	10
Article 14	Hours of Work	11
Article 15	Meal Periods	12
Article 16	Compensation	13
Article 17	Holidays	15
Article 18	Vacations	16
Article 19	Jury Duty	17
Article 20	Sick Leave	18
Article 21	Bereavement Leave	19
Article 22	Police Protection	20
Article 23	Bulletin Boards	20
Article 24	Savings Clause	20
Article 25	Clothing	20
Article 26	Personal Leave	21
Article 27	Working Out of Classification	21
Article 28	Wages	21
Article 29	Health and Accident Insurance	21
Article 30	Licenses	22
Article 31	Operation and Duration	22
Article 32	Longevity Bonus	23
Signature Page	Signature Page	23
Appendix A	Wage Tables	24

PREAMBLE

Agreement by and between the Town of Hamilton, a municipal corporation located in Essex county, Massachusetts (herein called the "Town" or "Employer"), and Local 2905, Council 93, AFSCME (herein called the "Union").

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent for the purpose of establishing salaries, wages hours, and conditions of employment for all full-time and regular part-time (meaning employment by the Town for 20 or more hours per week regularly) employees of the Department of Public Works including the Water Department, but does not include employees covered by other bargaining units; casual, seasonal or summer staff; independent contractors; managerial, confidential, or causal employees.

ARTICLE 2 BARGAINING REPRESENTATIVE

The Town recognizes the Union as the exclusive collective bargaining representative for the employees of the Department of Public Works.

ARTICLE 3 DISCRIMINATION AND COERCION

- Section 1: Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, religion, sex, sexual orientation, age or national origin.
- Section 2: There shall be no discrimination by agents of the Town against any employee because of activity or membership in the Union. The Town further agrees that there will be no discrimination against any employee for adherence to any provisions of this agreement.
- Section 3: The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employees for non-membership in the Union.

Section 4: Enforcement of this article shall exclusively be by the filing of a charge of discrimination or prohibited practices with the state's Commission Against Discrimination or Labor Relations Commission, but not as a grievance.

ARTICLE 4

MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge for just cause; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Department Heads or other appropriate officials as may be authorized to act on their 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 Departments.

By way of example but not limitation, management retains the following rights:

- a) to determine the mission, budget and policy of the Departments;
- b) to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;
- c) to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility,
- d) to determine the methods, means and personnel by which the Departments operations are to be carried;
- e) to manage and direct employees of the Departments;
- f) to maintain and improve orderly procedures and the efficiency of operations;
- g) to hire, promote and assign employees;

- h) to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- i) to determine the equipment to be used in the performance of duty;
- j) to determine the policies affecting the hiring, promotion, and retention of employees;
- k) to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- l) to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- m) to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- n) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- o) to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;
- p) to suspend, demote, discharge for just cause, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union, and subject to fulfilling its impact bargaining obligation to bargain in good faith to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and

obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 5

UNION DUES, COSTS and FEES

- A. Upon receipt of signed authorization from employees who are subject to this agreement, the employer shall deduct from the employee's pay dues payable by such employees to the Union. Such authorization shall be for the life of the Contract and shall be continued thereafter if a contract exists between the Town and the Union. The deductions shall be remitted to the Union no later than ten (10) days from the date on which the deduction was made. The Town shall furnish the Union with a record of each deduction showing the amount and the employees from whom such deduction was made. Deductions shall cease upon the Town's receipt of a written notification from the employee revoking such authorization. (As authorized by MGL Chapter 180, Section 17A]
- B. The exclusive representative may require a non-member to pay for the reasonable costs and fees, including arbitrator fees and related attorney fees for grieving or arbitrating a matter arising under an agreement negotiated pursuant to this section and brought at the non-member's request. The exclusive representative may require non-members to pay any anticipated proportional costs and fees prior to a grievance or arbitration hearing. Failure to pay costs and fees shall relieve the exclusive representative of further responsibility to the non-member regarding the matter.

An exclusive representative's duty of fair representation to a public employee who is in the bargaining unit shall be limited to the negotiation and enforcement of the terms of agreements with the public employer. The laws of the commonwealth shall not be construed to prohibit an employee organization from providing only to its members legal, economic or job-related services or benefits outside of the collective bargaining agreement. [As authorized by MGL Chapter 150E, Section 5]

- C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee prior to any deductions being made and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement

showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

- D. The employee shall provide the opportunity for Union officials to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 minutes, not later than 10 calendar days after the date of hire. [As authorized by MGL 150E, Section 5A (a) (iii)]

ARTICLE 6

NO STRIKE CLAUSE

- Section 1: The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick out, sit in, picketing, demonstrations, interruptions or delays of work of any kind, or threat of said actions.
- Section 2: The Town may take disciplinary action, up to and including discharge, against an employee for violating any of the provisions of this article. Such action by the Town shall not be subject to the grievance and arbitration provisions of this agreement, except as to the question of whether or not the employee, who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.
- Section 3: No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section 1 of this article.
- Section 4: In the event of any unauthorized strike of any kind whatsoever, including sympathy strike or unfair labor practice strike, slowdown, stoppage of work, sick-out, sit in, picketing, demonstrations, interruptions or delays of work of any kind, the Union will take every reasonable action, including a public written statement, to effect a cessation of such unauthorized activity without delay.

ARTICLE 7

STABILITY OF AGREEMENT

The failure of the Town or of the Union to insist, in anyone or more situations, upon performance of any of the terms or provisions of this agreement, shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any

such term or provision, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 8

DRUG TESTING

This Drug Testing Policy shall work in concert with any requirements or policies established by the Massachusetts Department of Transportation (MDOT) as they relate to drug use and drug testing where applicable due to job functions, responsibilities, or any licensing requirements.

- Section 1. Employees may be tested during the probationary period at such times as may be determined by the Department Head or Town Manager.
- Section 2. An employee who is absent from work for more than fourteen (14) continuous calendar days (not including vacation days) or thirty (30) calendar days in any one (1) year period on sick leave, workers comp. leave, disciplinary suspension, or leave of absence may be tested as a condition for returning to work or at any time within the first month after returning to work.
- Section 3. An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.
- Section 4. Career Assignments. An employee may be tested as a condition of promotion.
- Section 5. An employee may be tested after a determination by the Department Head or Town Manager that there is reasonable suspicion to test the employee.
- Section 6. An employee may be tested at random for drug use, but not more often than two (2) times per calendar year except as may be provided in Sections 1-5 above.
- Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.
- Section 7.
- a. An employee or prospective employee will follow the directions and procedures established by the testing facility.
 - b. The certified laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation and chain of custody and must possess technical expertise and demonstrated proficiency in radioimmunoassay testing.
 - c. Test results will be made available upon request to the employee after they are made known to the department. Employees having negative drug test: results

shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel files.

- d. The employee to be tested will report to Town Hall or other agreed upon at the time designated for transportation to the medical facility or laboratory designated by the Town to obtain the testing sample.
- e. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Section 8. Prohibited Conduct:

- a. Illegal possession of any controlled substance.
- b. Illegal sale, use, or distribution of any controlled substance
- c. Refusal to comply with the requirements of this drug policy,

Section 9. An employee shall notify the Department Head when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Department Head of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other responsibilities and tasks/ or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions.

Section 10. Violations of this policy for Prohibited Conduct will not be tolerated on or off duty and will subject employees to discipline up to and including discharge.

ARTICLE 9

DISCHARGE AND DISCIPLINE

Section 1: The Town shall have the right to discipline any employee for conduct which shall include but not be limited to the following grounds up to and including discharge: theft; gross misconduct; abusive treatment of fellow employees or the public; misrepresentation on employment applications or other Town records; handling another employee's time card or other records; consumption of alcoholic beverages or drugs while working; being impaired or intoxicated while working as a result of the consumption of alcohol or drugs; willful and

deliberate destruction of or damage to Town supplies and equipment or other property; untimely arrival or departure from work; inappropriate use of sick days; failure to respond to call-outs (e.g. when an employee has been made aware of an impending storm and the likelihood of being called back to work.)

Section 2: The Town's right to discipline includes, but is not limited to: warning, probationary status, suspension from work without pay, demotion, and

ARTICLE 10

SENIORITY AND POSTINGS

Section 1: A full time or regular part time employee's seniority shall consist of continuous and uninterrupted length of service in the employ of the Town in the bargaining unit from the most recent date of hire. An employee, who has completed the probationary period as described under Article 9, shall be credited with his seniority as of the most recent date of hire.

Section 2: All vacancies in permanent bargaining unit positions, for which the Town determines a replacement is needed, will be posted on an appropriate bulletin board for a period of five (5) workdays. Employees interested in applying for the posted position shall express their interest in writing to the Department Head of public works, within the posting period, The Town shall thereafter inform the employee of his acceptance or rejection for the posted position. If between two or more employees bidding for the same position their qualifications, experience and performance with the Town are relatively equal, seniority shall be the determining factor.

The determination as to whether any employee is more or less qualified to fill a vacancy than an applicant outside the Union for employment, as to their entitlement to a position, or as to the relative qualifications, experience and performance between, two or more employee applicants, shall rest with the Town. The Union serves the right to grieve in either instance.

Section 3: The Town shall determine the activities, operations or duties to be discontinued or curtailed and the numbers and classifications of employees, to be laid off because of lack of work or for other reasons. Whereas between two or more employees in a given classification, their qualifications, experience and performance with the Town are relatively equal, seniority shall be the determining factor, and the least senior employee in the classification where the reduction is to be effected shall receive the notice of layoff. The determination

as to the relative qualifications, experience and performance between two or more employees shall rest with the Town,

Section 4: An employee's seniority and his employment with the Town shall terminate upon the occurrence of anyone of the following:

- (i) Resignation;
- (ii) Discharge;
- (iii) Overstaying by more than one day an authorized leave of absence without notification to the Town;
- (iv) Continuation of layoff status for a period greater than eighteen (18) months; or
- (v) Failure to answer a recall from layoff notice within ten (10) days after notification is delivered by registered mail to the last address the employee has left on file with the Town,

Section 5: Unless the needs of the Town dictate to the contrary, seniority shall govern in the selection of dates for vacation periods.

Section 6: Seniority shall be the determining factor in the job classification in layoff (e.g. last person hired is first person laid off.)

Section 7: Laid off employees shall have the right to bump into a lower classification if the laid off employee is a more senior qualified employee than the lower classification.

ARTICLE 11

PROBATIONARY PERIOD

Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of six (6) months uninterrupted by any type of service break from the date of his/her most recent hire. A probationary employee, or an employee whose probationary period has been extended by the Town, may be discharged or disciplined at the sole discretion of the Town* Unless otherwise provided to the contrary in this agreement, a probationary employee shall not be entitled to any benefits set forth in this Agreement, except for the use of (3) three personal days and sick time if necessary. Use of personal and sick time will be paid back by the employee if said employee leaves the Town prior to one year of service. Vacation days are not to be used during the probationary period.

Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start with his most recent date of full time (for full time employees) or part time (for part time employees) hire by the Town,

ARTICLE 12

ENTIRE AGREEMENT

This agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced in writing and signed by the parties.

ARTICLE 13

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. An employee's grievance arising out of a claim of an alleged of the terms of this agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times, unless otherwise required by law.

Step 1. The union representative, with or without the aggrieved employee, shall promptly take up the grievance with the employee's immediate supervisor outside the bargaining unit within ten (10) working days (excluding Saturdays and Sundays and Holidays pursuant to Section 17 herein) of the occurrence of the matter giving rise to the grievances. The supervisor, within two (2) working days of receiving such notice, shall attempt to adjust the matter in an informal manner consistent with the supervisor's authority and responsibility.

Step 2: If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) working days of the conclusion of Step 1. The Department Head shall hear the grievance within ten (10) working days of receipt of the grievance and shall respond to the steward or representative in writing within ten (10) working days after the close of the hearing.

Step 3. If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within ten (10)

working days of the completion of the procedures under Step 2 above. The Town Manager shall hold a hearing on the grievance within ten (10) working days of receipt of the written notice.

The Union and aggrieved employee shall prepare for presentation at the meeting a statement of the grievance, the facts and circumstances surrounding the occurrence of the grievance and the proposed resolution. The Town Manager will provide a written response within ten (10) working days after the conclusion of the hearing.

Step 4: If the grievance is still unsettled either party may, within twenty (20) working days after the reply of the Town Manager, request arbitration through the Massachusetts Department of Labor Relations (formerly the Board of Conciliation and Arbitration.)

Upon mutual agreement of the parties' mediation services may be sought from the Massachusetts Department of Labor Relations in an attempt to resolve the grievance. Mediation is voluntary and either party may request that the grievance go directly to arbitration.

- Section 2. The decision of the arbitrator shall be final and binding upon the parties.
- Section 3. The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses.
- Section 4. In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or detracting from, any of the provisions of this Agreement or any applicable law, by-law or regulation.

ARTICLE 14

HOURS OF WORK

- Section 1: The regular hours of work each day shall consist of eight (8) hours with an interruption of a half-hour meal period. Employees shall be permitted to take a paid 30-minute meal break at a job site, provided the work site does not need to be broken down prior to the break. If an employee takes their meal break at the job site, the meal

break shall be paid and the employee will conclude their work day 30 minutes prior to the scheduled end of shift. If an employee is not able to take their meal break on-site, the break shall be unpaid and the employee will work to the end of the scheduled work day. The meal break policy will be reviewed periodically between management and staff to ensure the opportunity is not being abused. If management determines that employees are abusing the policy, the parties agree to meet for the purpose of re-opening this provision of the Agreement. Hours of work and/or work schedules will not be changed unless the Town Manager provides no less than 30 days' notice to the union and affected employee(s) and, if a timely request is made, negotiates to agreement or impasse as required by law before implementing such change. Upon mutual agreement of the DPW Director and employee, an employee's work schedule may be altered on a temporary basis; for the sake of this article "temporary" is defined as 30-days or less.

- Section 2: The regular work week currently consists of five (5) consecutive eight (8) hour days, Monday through Thursday, inclusive, from 6:30 a.m. to 3:30 p.m., and Friday 6:30 a.m. — 12:30 p.m. except DPW mechanic, whose regular hours currently are 5:30 a.m. 2:30 p.m., Monday through Thursday and 5:30 a.m. —11:30 a.m. on Friday.
- Section 3: Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule in agreement with their supervisors
- Section 4: There shall be a twenty (20) minute break from work within the first four (4) hours of the beginning of the workday.
- Section 5: Employees may volunteer for flextime; however, no employee shall be required to accept flex-time. Flextime scheduling shall not be used solely for the purpose of avoiding the payment of overtime
- Section 6: Employer reserves the right to require employees to work beyond 2:30 or 3:30 p.m. at straight overtime if needed to complete a job for public safety reasons as determined by the Town, provided, however, that such reasons are not arbitrary and capricious.
- Section 7: In the interests of providing a safe and productive work environment during snow removal operations, management will make reasonable accommodations to ensure employees get paid rest at intermittent periods during snow storms and will also enact a policy for releasing employees with regular eight-hour pay at the end of long duration snow events.

ARTICLE 15

MEAL PERIODS

- Section 1: All employees working six (6) hours or more shall be granted a meal period or one half (1/2) hour's duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

Section 2: An employee shall be furnished a Twenty Dollar (\$20.00) meal allowance every four (4) hours beyond the regular shift while he/she continues to work, exclusive of call outs when less than four hours are worked.

ARTICLE 16

COMPENSATION

Section 1: Employees covered by this agreement shall be paid overtime at the rate of one and one half (1 1/2) times the regular rate of pay for hours worked. All overtime will be paid; compensatory time is prohibited. However, upon mutual agreement of the Department Head and Employee flex time within the same pay period may be authorized. For the purpose of determining overtime, vacation time, sick time, personal time, military leave / bereavement leave, holidays and jury duty shall be considered time worked.

Section 2: A employee called back to work on the same day after having completed his assigned work and having left his place of employment and before his next regular scheduled starting time, or a full-time employee called in on a day off including paid vacation and sick days, shall be paid time and one half (1 1/2) the regular rate of hours worked. Such an employee will be guaranteed a minimum of four (4) hours. An employee may not be paid twice for the same callout hours. If there are additional callouts within the 4 hour time period and the employee has completed the original call out work said employee shall be compensated a minimum of 1 hour and time worked in excess of that hour and is responsible for all work within those hours. All work performed between 4:30 a.m. and 6:30 a.m. on regular workdays will be paid out as overtime for actual hours worked.

Section 3: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. Employees who are asked to work and refuse will be credited with having had their own turn and hours worked will be credited to their overtime tally. Overtime will be assigned using the monthly overtime sheets. An employee with the least amount of overtime and able

Section 4: The employee with the least amount of overtime and able to perform the task will not be called first in the following cases:

1. Treatment plant rotating schedule.
2. Stand-by sanding list,
3. Hydrant flushing list.

4. Line painting list.
5. Any other overtime operation that requires a sign-up list, rotating schedule, or special license.
6. All Water Emergencies
7. E-Waste

In these cases, if another employee is needed, the employee with the least amount of overtime and is on the list or part of the rotating schedule will be called first.

Section 5: The employer shall keep records of overtime work and post monthly overtime totals on a designated bulletin board. In case of a grievance involving such records, they shall be subject to examination by a Union representative.

Section 6: Only bargaining unit employees shall perform overtime. No supervisory employee shall perform any overtime (unless the function is not normally performed by the bargaining unit); however, the DPW Department Head and/or the Foreman will be allowed to do tasks such as moving a branch off a road, up righting a barrel, etc., or correcting an immediate dangerous situation. Said supervisory employees will not use any specialized equipment in performing such tasks when they come across such a situation, and in no case will they work more than a few minutes. In addition, if the Emergency Center or Police Department calls, it will be left to the discretion of the DPW Department Head to decide the appropriate action to take - which will at no time involve specialized equipment.

Section 7: Management reserves the right to have part-time, temporary help, management or subcontractors accrue or perform overtime work if all union employees are not available when called.

Section 8. During the period starting November 26 and ending March 24 of the following year, there shall be one (1) employee with a hydraulic license and one (1) truck driver on standby duty. The employees involved will receive two-hundred ten (\$210.00) dollars standby pay per week in addition to any overtime pay. At the discretion of the Department Director, the stand-by period may be extended as weather conditions may dictate.

A rotating sanding schedule will be set up so that two (2) employees are on call on any given week. All truck driver laborer or equipment operators are required to sand. During any week any employee who is absent from his standby assignment and who has not made arrangements to have his assignment covered will have said two-hundred ten (\$210.00) dollars reduced on pro rata basis. Employees

assigned to standby duty shall have the option of swapping said duties with other qualified employees.

During the period starting November 26 and ending March 24 of the following year, a rotating schedule will be set up so that one (1) employee is on stand-by duty in the water department, and one (1) employee in the Highway Department in any given week to respond to emergency call-ins. The employee assigned to said stand-by duty will receive stand-by pay in the amount of fifty dollars (\$50.00).

Section 9: Each winter all employees will receive 17 weeks Snowplowing Standby Pay at two-hundred ten (\$210.00) dollars per week. This period may be extended at the Director's discretion, based on the weather. If extended, employees will receive Snowplowing Standby Pay. Employees on Sanding Standby will receive Snowplowing Standby Pay in addition to Sanding Standby Pay, Employees will not be required to work off standby pay.

Employees are required to participate in snowplowing operations until released by the Foreman or Director. Failure to report for snow plowing or participate until released will result in forfeiture of Snowplowing Standby Pay. Director may excuse employees from participation at his discretion.

Section 10 - During the remainder of the year (March 25 through November 25) a rotating schedule will be set up so that one (1) employee is on stand-by duty in the water department, and one (1) employee in the Highway Department in any given week to respond to emergency call-ins. The employee assigned to said stand-by duty will receive stand-by pay in the amount of one hundred-seventy-five dollars (\$175.00). Employees assigned to standby duty shall have the option of swapping said duties with other qualified employees. During any week any employee who is absent from his standby assignment and who has not made arrangements to have his assignment covered will have said one hundred-seventy-five (\$175.00) dollars reduced on pro rata basis. Failure to report for an emergency call in will result in forfeiture of Standby Pay.

ARTICLE 17

HOLIDAYS

Section 1: The Town recognizes the following holidays, which in each instance shall be the day determined as the legal holiday:

New Year's Day

Labor Day

Martin Luther King Day

Columbus Day

Washington's Birthday

Veteran's Day

Patriots Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Christmas Day
Independence Day	

Each member will also be entitled to one (1) additional day of paid leave in recognition of his/her birthday, which must be taken in that fiscal year. The amount of leave will be equal to the employee's average shift length for their regular day (i.e., 8.5 hours Monday – Thursday; 6 hours on Friday). In addition, the Town has the discretion to dictate other days not listed above as additional holidays.

Section 2: Holiday pay shall be eight (8) hours pay or less if normally paid less, at the straight time rate.

Each employee in the bargaining unit shall be paid for such employees regular scheduled workday; without working such hours, for each legal holiday that such employee is scheduled for and works the calendar day before and the calendar day after the holiday except for appropriately scheduled sick time, vacation, personal days or jury duty.

Section 3: If a holiday occurs within an employee's vacation period, it will not be counted as a vacation day.

Section 4: An employee who works on a holiday shall receive, in addition to holiday pay, an amount equal to one and one half (1 1/2) times his/her regular rate of pay for time worked up to and including eight (8) hours of work. The holiday pay will be paid for only one shift, except Christmas and Thanksgiving (see below).

Section 5: Full-time employees who work on Christmas Eve (from 6:00PM to Midnight), Christmas Day and Thanksgiving Day shall receive, in addition to their holiday pay, double (2x) time for all hours worked.

ARTICLE 18 VACATIONS

Section 1: Beginning July 1 of each year of employment, full-time Employees shall accrue vacation monthly at the following rate:

<u>Length of Service</u>	<u>Hours/Month</u>	<u>Annual Rate</u>
0 - 4 Years	6.667	80 Hours
5 - 9 Years	10.000	120 Hours

10 — 19 Years	13.333	160 Hours
20 Years	16.667	200 Hours

Notwithstanding the foregoing, employees will continue to be allowed to schedule vacations each year based on the anticipated number of vacation days they will have available through the end of the fiscal year. However, should an employee leave or cease to be employed for any reason before completing the year, the town may deduct any vacation time used in excess of accrual from the individual's pay, or, if the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

- Section 2: Weekly vacation pay for full time hourly paid employees is based on the straight time hourly wage rate of the job at the time vacation pay is drawn.
- Section 3: Vacations will be granted to regular part time employees on a pro-rated basis.
- Section 4: Vacation leave shall not be cumulative and must be taken in the year it is earned. Notwithstanding the foregoing, up to one week (40 hours) of vacation may be carried forward and taken in the next succeeding year, but must be used before August 31 of that year. Up to one week (40 hours) of vacation time that cannot be carried over may be sold back to the Town if the Town is notified prior to June 1 of the expiring year.
- Section 5: An employee who has passed the eligibility date of accrual but has not taken vacation and resigns, or is laid off, will be paid for vacation as earned.
- Section 6: While vacation time is typically not available to new employees during the probationary period, a Department Head may authorize vacation upon hiring a new employee. Such vacation time must be prearranged and specific dates stated in the offer letter. Should an employee leave or cease to be employed by the Town of Hamilton for any reason before completing the probationary period, the town shall deduct vacation time used during the probationary period from the individual's pay. If the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

ARTICLE 19

JURY DUTY

A full time employee whose service in the capacity of juror makes it impossible or impracticable to work the hours necessary to earn his normal week's pay may make application for the difference between jury duty pay received and his normal weekly earnings. The Town agrees to

pay such amount upon presentation of proper proof by the employee. Such employee must present himself for work at his/her normal time and place of employment when not sitting upon a jury.

ARTICLE 20

SICK LEAVE

- Section 1: All employees covered by this agreement, including an employee who has completed his/her probationary period, who shall be absent on account of personal illness or injury not covered by workmen's compensation; shall be entitled to receive sick leave pay for each work day missed on account of such illness or injury subject to the following conditions:
- A. Accrual: Employees shall accrue sick leave at the rate of one day and one quarter (1 1/4) per month up to a maximum of 175 work days. For eligible employees hired after July 1, 2005, the maximum accrual will be 150 workdays.
 - B. Entitlement: Sick leave without pay may be granted by the Town Manager to any temporary, part time or probationary employee, but no such employee shall be entitled to sick leave with pay without the approval of the Town Manager. To be eligible for sick leave an employee must notify the DPW Department Head prior to the beginning of the normal work shift or as soon as practical.
 - C. Validity: The Town may investigate the validity of any use of sick leave by an employee. The request shall be approved if the Town is satisfied that the request is valid. A physician's certificate may be requested by the Town in the case of sick leave claimed hereunder. The Town shall not be arbitrary or capricious in the exercise of its rights under this clause and in all instances will articulate to the Employee a reason for such an inquiry. Any sick time taken for three (3) consecutive days may require a physician's note.
 - D. Payment: Payment of sick leave benefits shall not be initiated until the claim by the employee has been approved by the DPW Director. Sick leave shall be paid at the employee's then current regular straight time rate of pay, but: without duplication of payments made or required under workmen's compensation or any other law.
- Section 2: Injuries: Employees absent due to any injury covered by workmen's compensation may, at their option, draw upon accumulated sick leave to the

extent necessary to make up the difference between the employee's regular weekly straight time pay and the amount of disability compensation benefits received from workmen's compensation. The Town may verify the employee's receipt of weekly compensation benefits, and the employee agrees to give the Town full information and to cooperate with the Town in procuring full information for the purpose of verification. Any employee injured, no matter how, must immediately file an accident form with the DPW Director.

Section 3: An employee, upon leaving the employ of the employer for any reason, other than discharge shall be entitled to sick leave sell back at the following rates of pay:

For 0 to 100 days of unused accumulated sick leave, twenty-five (25%) percent of the employee's rate of pay in effect at the time of separation for each day up to 100 days.

For 100 to 175 days, fifty (50%) percent as above

and for eligible employees hired after July 1, 2005, 100 to 150 days, fifty (50%) percent as above.

Section 4: For the purpose of this section, the Union shall refer to the Town of Hamilton's personnel policies.

ARTICLE 21

BEREAVEMENT LEAVE

Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of an immediate family member. Definition of an immediate family member shall include: a spouse, domestic partner, child, step child, parent/step parent, sister/step sister, brother/step brother, grandparent, grandchild, relative living in the same household, of an employee. The child, step child, parent/step-parent, sister/step-sister, brother/step-brother, grandparent, grandchild, of a spouse/domestic partner of the employee. A person who stood in loco parentis to the employee or of a spouse/domestic partner when the employee/domestic partner was a minor child.

ARTICLE 22

POLICE PROTECTION

The Town shall provide police protection when work is being performed on roads and jobs that are appropriate for police protection. If the Director of the Department of Public Works does not feel police protection is required, and an employee does, the issue can be brought before the Chief of Police or the officer in charge for a determination on whether protection is required.

ARTICLE 23

BULLETIN BOARDS

Announcements shall be posted on the public works department garage bulletin board. Parties to this agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards. Union notices must be signed by an authorized union official or representative. Town notices must be signed by the Department Head or Town Manager.

ARTICLE 24

SAVINGS CLAUSE

Should any provision of this agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement, and any benefit, privilege or working condition of the agreement shall remain in full force and effect.

ARTICLE 25

CLOTHING

The Town will provide a full set of one week's worth of uniforms and cleaning services for them. The uniforms will be delivered and picked up on a weekly basis. The uniforms will be worn at all times when working for the Town. The Town requires safety boots be worn. With prior approval of the Public Works Director, the Town will reimburse an employee up to \$400 annually toward the purchase of safety boots; an original receipt is required when submitting for reimbursement; such approval shall not be reasonably withheld. The Town shall supply and

the Employee shall wear high visibility clothing where appropriate or otherwise required by the Department Director.

ARTICLE 26

PERSONAL LEAVE

Employees shall be granted time off for which they will be paid their normal rates of pay to conduct personal business. Such leave shall not exceed three (3) days per year between July 1 and June 30. Said leave shall not be cumulative. All leave under this provision must be approved in advance by the Department Director or his designee.

ARTICLE 27

WORKING OUT OF CLASSIFICATION

- Section 1. If a bargaining unit employee is requested to perform work temporarily in a lower classification (s)he shall be paid his own rate of pay and not be downgraded.
- Section 2. If a bargaining unit employee is requested to perform work temporarily in a higher classification (s)he shall be paid in accordance with the Town Personnel Policy as it pertains to working out of class.

ARTICLE 28

WAGES

Subject to Town Meeting approval, the wage rates set forth in Appendix A hereto are effective July 1, 2024.

ARTICLE 29

HEALTH AND ACCIDENT INSURANCE

The Town will offer an HMO insurance program to the employees covered by this agreement and said participating employees will pay twenty-five percent (25%) of the premium and the Town pay seventy-five percent (75%) of the premium.

ARTICLE 30

LICENSES

- Section 1. The Town shall pay the cost of all employees' licenses and courses required to perform his/her work or as required by the job, and approved by the DPW Department Head. The Town shall also pay for all renewals of such Payments for licenses and courses beyond those required need the approval of the DPW Department Head, after successful completion of the license or course. However, in the event that the employee fails in the first attempt to procure such license, the employee will pay future attempts. The Employee will bear the cost to reobtain a license where such license was revoked by the Issuing authority.
- Section 2. Employees who hold one or more job related licenses above the minimum required by the job description shall receive an annual licensing bonus payment of \$750.00 payable in the month of July each year. The \$750 shall be a maximum bonus paid under this section, regardless of the number of additional job-related licenses held by the employee.
- Employees outside of the Water Department who respond to an active water emergency situation outside of their regular working hours shall receive \$100 per response.

ARTICLE 31

OPERATION AND DURATION

- Section 1: The Town and the Union recognize and agree that the execution, effective date and implementation date of this agreement is dependent upon and subject to Massachusetts General Law, chapter 44, section 31. In the event that the Town Meeting of the Town fails or refuses to make any appropriation necessary to fund this agreement, the Town and the Union agree that this agreement shall be null and void in its entirety, of no force and effect whatsoever for any purpose and that all of the subject matters of this agreement shall be subject to further collective bargaining by the Town and the Union.
- Section 2: This Agreement shall become effective as of July 1, 2024; upon passage of an Article appropriating necessary funds by the Town Meeting and shall continue in full force and effect until June 30, 2027, or the adoption of a successor agreement whichever comes later.
- Section 3: Should the Union or Town desire to negotiate a new collective bargaining agreement to succeed this agreement upon its expiration, it will notify the other party by written notice not later than January 15, 2027.

ARTICLE 32
LONGEVITY BONUS

- a. Beginning on July 1, 2024, full-time employees who qualify for a longevity bonus based on the terms below will be paid a lump sum annual longevity bonus in the first payroll of the fiscal year in accordance with the following plan:

Upon Completion of:

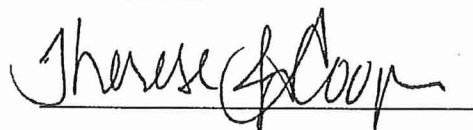
Seven (7) years through ten (10) years of service	\$1,800.00
Eleven (11) years through nineteen (19) years of service	\$2,000.00
Twenty (20) years of service or more	\$2,250.00

- b. Employees who had qualified for Longevity prior to July 1, 2024 will continue to receive their prescribed Longevity payments (see list above) in the same way they have received it in the past – incorporated into their base pay at an hourly rate.
- c. Going forward, longevity will **not** be incorporated into base pay at an hourly rate equivalent for people newly qualified for longevity.
- d. The longevity bonus only applies to full-time years of service, part-time service will not be prorated.

TOWN OF HAMILTON:


Joseph Domelowicz, Town Manager

AFSCME COUNCIL 93,
LOCAL 2905


Therese Flopp