

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

UNIT #2

EFFECTIVE JULY 1, 2015

EXPIRING JUNE 30, 2018

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AGREEMENT

This Agreement entered into by the Town of Wilmington, on behalf of the Municipal Employees of all departments except Fire, Police and Public Buildings, hereinafter referred to as The Town or Employer, and Local #1703, State Council 93, American Federation of State, County and Municipal Employees, Unit #2, 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 resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. This Agreement is made pursuant to and subject to the terms of Chapter 150E of the Massachusetts General Laws, as the same may be amended from time to time.

One complete copy of this Agreement shall be furnished by the Town to each member of the Negotiating Committee appointed by the Union and to the four principal officers of the Union within two weeks from the date of execution hereof by the parties, and to each member of the Union as soon as practicable.

ARTICLE 1 RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees of AFSCME-Unit #2, which represents employees of all departments except Fire, Police, and Public Buildings (covered by another Union), excluding the Department Heads, Personnel and Purchasing Clerks, Assistant Town Manager, Assistant Superintendent of Public Works, Assistant Superintendent of Water and Sewer Division and Assistant Town Engineer.

Section 2: The Employer agrees that it will refrain (1) from interfering with, restraining or coercing employees in the exercise of their right to self organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) from dominating or interfering with the formation, existence or administration of any employee organization; or (3) from discharging or otherwise discriminating against an employee because he has signed or filed any affidavit, petition or complaint or given any information or testimony in a hearing before the State Labor Relations Commission, on a charge that the Town has engaged or is engaging in a practice prohibited by MGL, Chapter 150E.

Section 3: The Union shall be responsible for representing the interests of all such employees without discrimination and without regard to the membership of employees in the Union, and the Union agrees to refrain from engaging in the prohibited practices set forth in Massachusetts General Laws, Chapter 150E, Section 10(b).

Section 4: Personnel Regulations: It is recognized by the Union that there exists a manual entitled Personnel Regulations for the Town of Wilmington which constitutes the official declaration of personnel policies, and is incorporated herein by reference. No amendment or change in said Personnel Regulations as effective on June 30, 1974, shall be made by the employer applicable to any employee subject to this Agreement without the approval of the Union, inasmuch as said regulations are made a part of this Agreement. Any rule, benefit, or privilege covered by the Personnel Rules and Regulations, not specifically covered in this Agreement, shall remain in full force and effect.

Whenever the provisions of this Contract and the Personnel Regulations differ or are in conflict, the provisions of this Contract shall prevail. Except as provided aforesaid, the Board of Selectmen and the Town Manager reserve the right to amend the Personnel Regulations without derogating from the purpose or intent of the Agreement.

ARTICLE 2

MANAGEMENT CLAUSE

Section 1: Except insofar as modified by this Agreement, the management and control of the Wilmington Municipal Departments and of the various employees employed therein shall remain the sole right, responsibility and prerogative of the Town and/or Town Manager.

Section 2: The management of the work of the Town, the direction of the work and the right to plan and control Town operations and make and enforce reasonable work rules is reserved exclusively in the Town and the Wilmington Town Manager Act, provided that such rights will not be inconsistent with the terms of this Agreement or Chapter 150E of the General Law.

Section 3: These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

Section 4: No action taken by the Town pursuant to its governmental powers, shall be subject to the grievance provisions of this Agreement other than as specifically provided for herein.

Section 5: 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 or outlined in this Contract, that the employees cannot contend they are not required to perform obligations or duties not outlined in this Contract, and that the failure or omission of the parties to outline or delineate in this Contract the responsibilities and obligations of the employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

Section 6: There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, encourage, aid or condone any such activities. No employee shall participate in any such activities.

Section 7: There shall be no discrimination, restraint or coercion against any employee because of membership in the Union.

Section 8: The Town shall grant time off for the union President, the union steward and the grievant to attend the grievant's arbitration case. This time off shall be paid at the employee's base rate.

ARTICLE 3

UNION REPRESENTATIVES

Section 1: A written list of Union Stewards and Union Representatives shall be furnished to the Town immediately upon their designation or election. Notice shall also be given in writing of any change in the list as soon as the change takes place.

Section 2: Activities of employees in connection with the investigation and disposition of employee grievances, whether Union Officials or not, may take place outside regular working hours unless the nature of the grievance requires that it be investigated or settled during the working day and the administration grants time off for said purpose, or unless the administration, for any reason of its own, authorizes use of the working day for said purpose.

Section 3: One hour during the working day shall be granted to a Union Official, as designated by the Union, to investigate any alleged grievance as long as the alleged grievance does not constitute a work stoppage.

ARTICLE 4

LABOR-MANAGEMENT MEETINGS

Section 1: The Union shall designate a committee of two employees which may meet with the Town Manager and any one or more Department Heads from time to time, but not more frequently than once every other month, for the purpose of discussing general labor-management matters coming within, or out of, the scope of this Agreement. A request for such meeting shall be given in writing by either party at least ten days ahead of the day of the meeting. The party requesting the meeting shall submit to the other party in such request an agenda of matters to be discussed. The Town Manager shall notify the Department Head of the employees on such standing committee of the date and time of the meeting. The employees who are members of such standing committee shall receive their regular pay for any such meeting.

Section 2: No meetings or Union activities other than those set forth about in Section 1 of this Article or as otherwise provided for in this Agreement shall be conducted during normal working hours.

ARTICLE 5

SAFETY COMMITTEE

Section 1: A Safety Committee composed of two representatives of the Union and two supervisory personnel shall be appointed.

Section 2: Said Committee shall appoint its own Chairman and meet regularly to review safety practices and draw up a safety code or safety rules.

Section 3: Any code, so proposed, may be submitted to the Town Manager for adoption and promulgation as a personnel or administrative regulation. Alternatively, the code may be submitted by either the Town or the Union, for negotiation and for possible incorporation as an article of this Contract.

Section 4: Nothing herein contained shall be deemed to prevent the Town from adopting and promulgating its own safety code or rules.

ARTICLE 6

UNION DUES

Section 1: Employees who desire membership in the Union shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization of Dues Form and in accordance with the terms of the form of authorization of check-off of dues, the employer agrees to deduct Union membership dues (per pay day) levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such forms and remit the aggregate amount to the treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2: Dues deducted shall be sent to the Treasurer of Local #1703 provided that there is an approved bond furnished the Town Treasurer in accordance with MGL, Chapter 180. The Town Treasurer will incur no liability for loss of dues monies after depositing same, properly addressed as directed, to the Union in the U. S. Mail.

Section 3: All employees in the bargaining unit who are not members of the union shall, as a condition of employment, pay to the Union an amount of money equal to the Union Dues, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. This agency fee shall commence thirty-one (31) days following the date of their employment. Employees who so request shall have the agency service fee deducted in accordance with the provisions of Section 1 of this Article.

Section 4: The AFSCME Authorization for Payroll Deduction of Union Dues and Agency Service Fee (Form 100 and 101) is included in this contract by reference.

ARTICLE 7
HOURS OF WORK

Section 1: The regular hours of work each day shall consist of eight consecutive hours except for interruption for a lunch period. Town office personnel will work seven hours per day excluding required evening office hours.

Section 2: Library Hours: The workweek for full-time Memorial Library employees shall consist of five (5) seven (7) hour days per week including evenings and Saturdays as required.

- A. Evenings and Saturday assignments shall be a condition of employment in accordance with established past practice, and shall be equitably and impartially distributed among full-time employees.
- B. Full-time library employees may exchange schedule assignments with prior approval of the employer, which approval shall not be unnecessarily withheld.
- C. When Saturday work is assigned, a day off will be given the employee during the immediate preceding week, unless otherwise agreed between the parties concerned which agreement shall not be unreasonably withheld.
- D. To implement this section, the employer shall post a monthly schedule in advance for the forthcoming month's assignments. This schedule may be changed upon five (5) days notice to the employee involved except when time and possible emergency do not permit said notice.
- E. Under such circumstances, if the employee is required to work additional assignments in addition to the regular workday and workweek, the employer and the employee may mutually agree to arrange compensating time off in lieu of overtime compensation.
- F. Nothing herein shall prevent an employee from voluntarily agreeing to work additional assignments as mutually agreed and arranged with the employer.

Section 3: The workweek shall consist of five consecutive eight-hour days, Monday through Friday inclusive, except for employees in continuous operations, discussed below.

Section 4: The normal work day shall consist of eight consecutive hours within the twenty-four hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Work schedules may be changed for reasons relating to the efficient operation of the department upon five (5) days' notice to the employee involved, except where time and possible emergency do not permit said notice.

Section 5: Where the work schedule involves a lunch period of thirty minutes, the departure time shall be eight and one-half (8 1/2) hours after the reporting time, and where the lunch period is one (1) hour, the departure time shall be eight (8) hours (for seven (7) hour per day employees) after the reporting time.

Section 6: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four hours a day, seven days a week. The workweek for employees engaged in continuous operations shall consist of five consecutive eight-hour days.

Section 7 Emergency Operation: In the event an employee is required to work more than twenty-four (24) consecutive hours, the employee may be released from duty two (2) hours early upon the Department Head determining the event has concluded. If the employee is not allowed to leave early, he/she will be granted two (2) hours of compensating time off, which must be used within five (5) working days of the event. The taking of compensating time shall be scheduled with the approval of the Department Head.

ARTICLE 8
LONGEVITY

Section 1: Superimposed on the compensation plan is a longevity system promulgated on pages vi and vii of the 1966 budget and voted by the 1966 Town Meeting. The Compensation Plan shows the longevity increments to be superimposed on the fiscal 2016-2018 (i.e., July 1, 2015 – June 30, 2018) base pay grade in the following manner:

For employees hired on or after July 1, 2012 they shall be paid seven hundred fifty (\$750) dollars upon completion of five (5) years of employment; one thousand five hundred (\$1,500) dollars upon completion of ten (10) years of employment; two thousand two hundred fifty (\$2,250) dollars upon completion of fifteen (15) years of employment; three thousand (\$3,000) dollars upon completion of twenty (20) years of employment; and three thousand seven hundred fifty (\$3,750) dollars upon completion of twenty five (25) years of employment.

Any change in longevity increments due in a fiscal 2016, 2017, or 2018 shall be effective April 1, 2016, April 1, 2017, and April 1, 2018.

Section 2: The date from which the employee was employed full-time (permanent and continuous employment) shall be the governing date.

ARTICLE 9
COMPENSATION

Section 1: Classification Plan & Compensation Schedule

This article deals with wages, work schedule, specialist pay, academic achievement pay, shift differential pay and the like. Although not specifically mentioned in this Article, it is understood by the parties that compensation also includes numerous other items covered in other parts of this Agreement or elsewhere such as longevity, holiday pay, pension contribution, health and life insurance contribution, clothing allowance, military leave, personal leave, and other various provisions which have an economic advantage to the Employee or cost to the Town.

- A. This Agreement shall include, as Appendix A through Appendix C hereof, a list of positions covered by this Agreement and a compensation schedule listing the wages for each position covered by this Agreement.
- B. Effective July 1, 2015, July 1, 2016 and July 1, 2017 the base pay will increase 2.25%, 2.0%, and 2.0% respectively.
- C. An employee who has not attained the maximum rate for his/her compensation grade shall advance to the next step in grade upon the anniversary of his/her hiring date.

ARTICLE 10
EARLY RETIREMENT

Section 1: An early retirement incentive shall be paid to an employee who has completed at least fifteen (15) years of service and intends to file for regular retirement. An employee must give the Town a minimum of 12 months notice of retirement and such notice is irrevocable.

Section 2: The employee shall receive a 15% salary increase, if retiring after age 50 but no later than the last day of the month following the employee's 62nd birthday. This increment shall be added to base pay during his last 12 months of service. He must notify the Department in writing of his expected separation date.

Section 3: An employee may elect to receive the 15% as a bonus at retirement provided he complies with the provisions in Section 1 and Section 2 of this Article.

Section 4: Any employee over the age of 60 shall have thirty (30) days from the inception of this Article in which to exercise this incentive option.

Section 5: Employees hired on or after July 1, 2010 are not eligible for the benefits described in Article 10.

This Article shall become effective October 1, 1987.

ARTICLE 11

MEAL PERIODS

Section 1: All employees shall be granted a meal period of at least one-half hour's duration during each work shift at the end of each four (4) hours of service, including every four hours of overtime service. Whenever possible, the meal period shall be scheduled at normal meal times.

Section 2: An employee who is requested to and does, in fact, remain on duty on an overtime basis for four or more hours beyond his regular shift may, at his request, be given a meal period on his own time, between the end of his regular shift and the start of his overtime service.

Section 3: Effective upon the date of the execution of this Agreement employees retained for overtime, or called back for overtime, shall be entitled to a meal cost reimbursement upon presentation of a receipt of not more than \$10.00. Employees shall be entitled for a meal cost reimbursement after completion of the first four hours of overtime and once thereafter following each additional eight hours of overtime.

ARTICLE 12

VACANCIES, TERMINATIONS, APPOINTMENTS, PROMOTIONS, ETC.

Section 1: The Town agrees that in all the departments, subject to this Agreement, the Town will post a notice on the departmental bulletin board of any prospective job vacancy or newly created position in the bargaining unit as soon as practicable after the Town has knowledge thereof and it determines to fill said vacancy or position. Such notice shall state a date not less than five (5) days after such posting within which it will receive applications for such vacancy or position from eligible employees desiring to apply for such job. The employer agrees to notify the union within 5 days of the date that a vacant job has been filled.

Section 2: Any employee subject to this Agreement who, by assignment of the Town Manager or of a Department Head or authorized supervisor, is required temporarily to perform the duties of a higher-graded employee or position for a period of not less than one working day or more shall be compensated at a rate based upon that of the higher-graded position or employees for the entire period of time engaged in any such assignment. In computing the additional rate of compensation for such temporary higher-graded assignment, the minimal additional rate of compensation to be paid shall be at least equal to either (1) the difference between the current rate of compensation of the employee in the assigned compensation grade and step for his or her regular job title and the minimum rate of compensation established for the higher-graded position, or (2) the next step rate available in higher-graded position which is sufficient to provide at least an additional rate of compensation equal to the minimum step rate increase provided for the higher-graded position, whichever of the foregoing methods of compensation provides the larger increase in rate of compensation. The foregoing does not provide any additional adjustment in longevity increment. Compensation for working out-of-grade shall be paid monthly.

Section 3: Residence Requirements: All employees shall be citizens of the United States, and it is strongly encouraged that they maintain a permanent and bona fide residence within the corporate limits of the Town of Wilmington.

- A. Residency within the limits of the Town of Wilmington shall not be a condition of employment; however, in the best interest of the Town of Wilmington and its property, the Town Manager, through the Department Head, has the authority to promulgate a Departmental Rule and/or Regulation establishing a required "response time" for employees; however, prior to promulgating such a rule, the Department Head will consult with the Town Manager and bargain the impact with the Local Union.

- B. Within five (5) working days of the date of the promulgation of the rule and/regulation, the Union may appeal the rule to a single arbitrator on the sole issue of whether or not the rule is reasonable. The selection of the arbitrator and the rules of the arbitration shall be the same as those provided in Section 2 of Article 24, Grievance and Arbitration Procedures. The arbitrator's decision shall be final and binding upon the parties. The costs of the arbitrator and of the arbitration shall be borne equally by the parties.

Section 4: Resignations: An employee resigning his position should, whenever possible, give sufficient advance notice of his intention to enable the Town to make proper provisions for the filling of his position.

Section 5: Probationary Period: All appointments are made for a probationary period of six (6) months, during which time the employee's performance is subject to close review as to his competency to carry out the assignments of the position. Permanent status will be given to any employee who satisfactorily completes his probationary period in the position to which he was appointed, provided that his probationary period has not been extended.

Section 6: Promotions: The parties agree that the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies within the bargaining unit:

1. Ability and qualifications, in the reasonable judgement of the Town Manager, to perform the available work;
2. Length of continuous service (seniority); and
3. Physical fitness for the job.

If, in the reasonable judgement of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions inside or outside of the bargaining unit shall be within the sole discretion of the Town and shall not be subject to a grievance under this Agreement.

Section 7: Physical Examination: Every employee entering the service of the Town shall be required to undergo a physical examination by a doctor selected by the Town Manager. Persons sick or disabled may be required to undergo physical examinations by a doctor selected by the Town Manager. Such examinations will be at the Town's expense.

Section 8: An employee subject to this Agreement who believes that he or she is required to perform duties on a continuing basis substantially different from those of the job classification, title or compensation grade to which the subject employee has been assigned, may request review of his assigned job classification, title or compensation. The employee shall submit in writing a statement in reasonable detail to his immediate Department Head, wherein, he alleges he is improperly classified, titled or compensated and the Department Head shall, within fourteen (14) days, review the request and make a report and recommendation in writing to the Town Manager. The Town Manager shall act upon such report and recommendation within fourteen (14) days by adjusting the employee's classification, title or compensation or refusing to do so and upon such refusal he shall, within the time period, state his reasons to the employee for the action taken.

Section 9: Temporary Librarians: In cases of temporary vacancies or long term absences, the Town may for the sufficient operation of the department, engage contractor and/or per diem library professionals to fill available shifts. Existing qualified permanent staff shall be offered the available shifts first. If a shift is being filled by a contractor library professional, the rate of pay shall be as required through the contract service, if the shift is being filled by a per diem librarian the rate of pay shall be at the first step of the grade of the position being temporarily filled. This section shall apply to Librarian and Assistant Librarian positions.

ARTICLE 13

OVERTIME

Section 1: Employees covered by the Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week

Section 2: Employees covered by this Agreement who are regularly scheduled to work thirty-five (35) hours per week shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for authorized overtime work in excess of thirty-five (35) hours in one week.

Section 3: Any employee called back to work on the same day after having completed his assigned work and left his place of employment, and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half. When overtime is required on Sundays and all other legal holidays, the Town will pay double time.

Section 4: Employees shall not be required to take time off for any overtime unless mutually agreed to by the Employer and the Employee.

Section 5: The employer shall keep records in each division and department(s) time book of the overtime work. The employer shall also maintain an accurate overtime rotation list of all employees' hours paid. The overtime rotation list shall be posted within all employee work divisions for easy review and inspection. In the case of a grievance involving such records, they shall be subject to examination by a representative of the Union.

Section 6: Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime service when called upon to do so by the Town.

Section 7: Standby Duty: A division foreman within the DPW, including the Operations Supervisor, and exclusive of the Water Division, shall serve on a voluntary standby duty as "On-Call Foreman" during the week (7 days) on a rotational basis and shall receive one hundred sixty dollars (\$160.00) compensation for being on-call. Rotation shall be based on overall seniority within the Town. The On-Call Foreman shall serve as liaison between Public Safety Dispatch and DPW and shall take calls during non-working hours, assess the situation to determine if a response is necessary and dispatch an appropriate DPW employee or crew or appropriate divisional foreman as needed and as outlined in Section 12 below. The On-Call Foreman shall also maintain the overtime list during his/her on-call period and ensure the list is updated for the next call during the standby period. If the need arises for the On-Call Foreman to report to duty during off hours, the On-Call Foreman shall receive a minimum of two (2) hours overtime at time and one half (1.5) compensation for overtime work. If the need arises for the On-Call Foreman to report to duty off hours on a Sunday or a legal holiday as defined in Article 14 he shall receive double time.

Water Division employees shall serve on a mandatory standby duty during the week (7 days) and shall receive one hundred sixty dollars (\$160.00) compensation for being on call. Employees who do not respond to a call while on standby duty such that a replacement employee is required to respond shall forfeit compensation for the standby duty. Water Division employees on standby duty shall be considered the senior employee during the period on their standby duty for all water emergency callbacks.

Section 8: Water Division standby duty employee(s) and employee(s) scheduled weekends and holidays to check pumping stations, shall receive a minimum of two (2) hours overtime at time and one-half (1 1/2) compensation for overtime work, and otherwise in accordance with provisions of Article 13, Section 10 below.

Section 9: An employee shall receive overtime compensation when working a holiday as defined in Article 14, Section 1 and Article 14, Section 4.

Section 10: If a vehicle in service breaks down on the road when no mechanic is on duty and repair work estimated to last more than ten (10) minutes is required, a mechanic shall be called in on an overtime basis. If the vehicle is returned to the shop for repair, only the mechanic shall perform the repair work. If no mechanic is available, the Town reserves the right to make repairs without regard to this paragraph.

Section 11: Police/Matron called back to perform male/female prison monitoring shall be paid according to the current overtime rates as covered in Article 13.

Section 12: DEPARTMENT OF PUBLIC WORKS OVERTIME: (Includes the Highway Division, Garage Division (Mechanics), Tree Division, Cemetery Division, Parks & Grounds Division, Water Division and Sewer Department)

1. To the extent practicable, the overtime within each division will be evenly distributed according to the overtime rotation list (i.e. employees with the least number of overtime hours within the division will be the first offered overtime). All new, laterally transferred and promotion employees shall start with averaged overtime hours within their newly assigned division (General Foreman not included in this calculation). All employee overtime hours shall accrue continually. When hours are equal, divisional seniority will govern, and if the need arises to go outside the division, overall departmental seniority will govern. When an overtime assignment requires duties that are included in the responsibilities of more than one division in the course of a normal work day, the Town shall assign employees from those divisions to the overtime work.
2. When all available qualified employees of the division that normally perform the overtime work have been offered overtime, and the need arises to add qualified personnel from other divisions or departments, it will be done on the basis of Article 13, Section 13. To the extent practicable, the employee(s) from divisions that do not normally perform the work that is being performed will be released from the work first.
3. If an employee refuses overtime, that employee will be charged for all hours worked by the replacement employee. However, any employees assigned call duty shall not be charged overtime hours if another employee covers his call duty.
4. When an employee has been improperly overlooked in the assignment of overtime work, that employee will be given every opportunity to make up the overtime hours missed, by being assigned, to the extent practicable, the first available overtime for which the employee is qualified, until the employees' hours are no longer lowest.
5. It is understood that it is the policy of the Town to deal with emergency situations in the most expedient manner possible. The Town reserves the right to call personnel for an emergency situation as it deems appropriate.
6. The Town shall have the sole right to assign personnel to serve in a supervisory capacity. These supervisory assignments will be made to employees that the Town determines to have the necessary qualifications through training and experience.

Section 13: DEPARTMENT OF PUBLIC WORKS OVERTIME RULES.

1. All employees shall notify the employer by each Tuesday by 12 Noon before each weekend if unavailable for overtime and shall not be charged overtime hours declined for weekend. Weekend timeframe is defined as the period from end of regular shift on Friday to start of normal shift on Monday. When the Town observes a holiday creating a long weekend, the weekend timeframe shall include both the weekend and the holiday immediately preceding or immediately following the weekend.
2. All employee hours paid shall be charged and accrued on the overtime rotation list by the morning of the next shift worked, to the extent practicable.
3. Equipment operator (G-6) overtime shall be distributed to each operator first and then to the licensed and qualified G-7, G-5, G-4 within the division that normally performs the work first and then outside the division.
4. For the purpose of the overtime list, all employee overtime hours shall be charged according to paid hours instead of worked hours.
5. Overtime hours shall be scheduled by chronological order by event, to the extent practicable.

6. Any overtime hours used as “compensation time” off shall still be charged as paid overtime hours.
7. Water Division On-Call employees will be considered last when the need arises to fill overtime outside another division.
8. Any personnel working on restricted or light duty, or not working due to injury leave, or sick leave, excluding use of family illness days, are ineligible for overtime. All missed overtime hours will be charged accordingly.
9. When all available qualified employees of the division that normally perform the overtime work have been offered overtime, and the need arises to add qualified personnel from other divisions or departments, they must meet the minimum requirements of the position being filled in order to be considered for the overtime work (i.e., Treatment Plant Operators who do not possess a CDL will not be considered for Highway Department G-4 overtime).

Section 14: Clerical Overtime Rules: An employee assigned to support a Town Board, Commission or Committee which meets after normal business hours shall receive a minimum of one (1) hour overtime at time and one half (1.5) compensation for overtime work. If a Board, Commission or Committee meeting is scheduled after normal business hours with less than one week (7 days) notice, then the employee shall receive a minimum of two (2) hours overtime at time and one half (1.5) compensation for overtime work.

ARTICLE 14

HOLIDAYS

Section 1: The following days shall be considered to be legal holidays:

- 1st January - New Year's Day
- 3rd Monday in January - Martin Luther King's Birthday
- 3rd Monday in February - Washington's Birthday
- 3rd Monday in April - Patriot's Day
- Last Monday in May - Memorial Day
- 4th July - Independence Day
- 1st Monday in September - Labor Day
- 2nd Monday in October - Columbus Day
- 11th November - Veteran's Day
- 4th Thursday in November - Thanksgiving Day
- 25th December - Christmas Day

and/or any other day that may be declared a holiday by the Governor of the Commonwealth or General Court or Federal Government.

Section 2: In order to qualify for holiday credit, an employee in full-time employment in a permanent position shall have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee was in full pay status on such preceding and following days in accordance with other provisions of this Agreement.

Section 3: Wherever it is practicable without impairing the performance of any essential service in a Town department or project, employees who qualify for holiday credit shall be excused from all duty during a legal holiday without loss of pay. Employees required to work on a holiday shall receive a minimum of four (4) hours pay. Compensatory time off for work performed on a holiday may be allowed if agreeable to the employee and his Department Head.

Section 4: Holiday overtime compensation shall be given on the actual legal holiday as described in Section 1. When a holiday falls on a Sunday, Sunday shall be considered the holiday for overtime

compensation purposes. When a holiday falls on a Saturday, Saturday shall be considered the holiday for overtime compensation purposes.

ARTICLE 15

VACATIONS

Section 1: All regular full-time, temporary or part-time employees will be allowed vacation leave in accordance with the following schedule, except that no employee will be entitled to vacation leave until he has actually worked for the Town for thirty weeks in the aggregate during the twelve months preceding the first day of June of such year (see MGL Ch. 41, Section 111); thereafter all vacation leave will accrue on an annual basis: Employees shall be eligible for vacation leave upon successful completion of their six month probationary period.

Less than five (5) years of service - 2 weeks

Less than ten (10) years of service but more than five (5) years of service - 3 weeks

Less than twenty (20) years of service but more than ten (10) years of service - 4 weeks

Twenty (20) years of service or more - 5 weeks

Section 2: Temporary or part-time employees employed by the Town will not accrue any vacation benefits unless their appointment consists of not less than twenty (20) hours work per week. Such employees will be allowed a maximum of two (2) weeks vacation per year pro rated on the basis of their work schedule.

Section 3: Vacations will be scheduled for the convenience of the Town. Each Department Head will be responsible for maintaining a seniority listing which shall be used as a basis for the granting of vacations during the most desirable periods. Vacations shall be scheduled by the Department Head in weekly periods. Vacations for less than one week will be allowed only when it is necessary or for the convenience of the Town.

Section 4: Upon termination of employment by dismissal through no fault or delinquency on the employee's part, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary. If the employee is discharged for just cause, no vacation will be paid.

Section 5: Absences on account of sickness in excess of those authorized for personal reasons not provided for under this Agreement may, at the discretion of the Appointive Authority, be charged to Vacation Leave.

Section 6: The head of the department, with concurrence of the Town Manager, will determine the number of employees to be on vacation leave at any one time.

Section 7: Vacations may be taken at any time during the year, with seniority prevailing and with prior approval of the Department Head and Town Manager. Subject to the approval of the Department Head in any instance, employees may be scheduled for vacation during the last two weeks of the calendar year.

Section 8: An employee may carry over or, if qualified, buy back up to five (5) days of vacation in any one calendar year. An employee must have used less than five (5) sick days, including family sick days, in the calendar year in order to qualify for the buy back option. Upon recommendation of the Department Head and with the approval of the Town Manager an employee may be allowed to carry over more than five (5) days in any one calendar year, if through no fault of his/her own the vacation days could not be used during the previous calendar year.

As of January 1, 2016, all employees having a vacation leave balance in excess of their annual accrual plus five (5) carry forward days, (see Section 8), notwithstanding approval by the Town Manager to hold such excess balances as of January 1, 2016, shall have until December 31, 2019 to use their excess vacation accrual. No less than twenty-five percent (25%) must be used each year prior to the deadline. Failure to use the excess vacation leave by December 31, 2019 will result in a loss of the excess leave with no compensation to the employee. Excess vacation leave shall be scheduled in accordance with Article 15 Section 3.

Section 9: Vacation of Less than One Week: Vacations normally shall be scheduled by the Department Head in weekly periods; provided, however, that an employee can request vacation periods of less than one week where such vacation periods do not constitute a substantial inconvenience to the Town.

Section 10: Definition of Vacation Day, Holiday and Vacation Week:

- A. The term "day" in vacation day or holiday with respect to employees shall mean 7 hours or 8 hours, whichever is appropriate.
- B. The term "week" in vacation week with respect to employees shall mean 35 hours or 40 hours, whichever is appropriate.
- C. The "vacation" shall start at the end of the employee's scheduled work shift, and the "vacation" will end at the start of the employee's scheduled work shift.
- D. If an employee wants to be considered for overtime during his/her vacation, then the employee must notify their Department Head, in writing, concerning their availability during said vacation.

ARTICLE 16

SICK LEAVE

Section 1: An employee who has completed six months of actual service shall be allowed seven and one-half days leave with pay thereafter shall be allowed leave of one and one-quarter days for each month of actual service, provided such leave is caused by sickness or injury or by exposure to contagious disease. All employees shall have their accumulated sick leave reduced by one day for each working day or approved absence due to illness. Employees absent due to illness during the probationary period shall be placed on a leave of absence without pay.

Section 2: An employee shall be credited with the unused portion of sick leave granted under Section 1 of this Article up to a maximum of 240 days. On-the-job injury will not be taken from sick leave.

Section 3: If an employee's sick leave and vacation leave has been or is about to be exhausted, then an employee may make application in writing for additional allowance. Such additional allowances may be authorized by the Town Manager.

Section 4: An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his workday on the first day of absence. The supervisor shall notify the Town Manager's office of an employee's absence by 10:00 a.m. on the first day of absence, and shall state the reason, except scheduled vacation time. Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

Section 5: For absence under this section, the Department Head or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request, therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Department Head shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 6: The Town Manager may require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section 7: Injury, illness or disability intentionally self-imposed, or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this Section.

Section 8: The Town reserves the right to have its employees undergo a medical examination. The time, frequency, place, and doctor shall be at the discretion of the Town. Costs for said examination shall be borne by the Town.

Section 9: Payment of Unused Sick Leave on Retirement or Death: Upon retirement or death of an

employee, the employee or the estate shall receive compensation for unused accumulated sick leave up to 240 days at a rate of \$55.00 per each day of unused sick leave effective January 1, 1990.

Section 10: If an employee is receiving workmen's compensation payments from his second job, and on sick leave from the Town, then payments for sick leave shall be limited to the difference between the amount of such workmen's compensation payments and the employee's regular rate. In this case, the Town Manager shall debit the employee's sick leave accrual by such amount as he shall deem equitable.

Section 11: Sick Leave Bank: AFSCME-Unit 2 is authorized to establish and administer a Sick Leave Bank for their members, subject to this Agreement, providing for contributions of sick leave by employees to employees who have exhausted sick leave, vacation leave and personal days.

Section 12: Family Illness Days: An employee who has completed six (6) months of actual service shall be allowed to use up to four (4) days of accrued sick time per year for time needed to care for a sick family member. Family member shall be restricted to parents, parents-in-law, spouse, children or a family member residing in the same household. The Town Manager, upon the request of the employee, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick time and carries all the implications, requirements and responsibilities of a sick day.

ARTICLE 17

DRUG AND ALCOHOL SCREENING

Section 1:

- A. The Department Head, or his designee in the Department Head's absence, for reasonable cause, may require that an employee submit a test sample forthwith for drug and/or alcohol screening by means of a urinalysis or blood test to detect the presence of non-prescribed drugs, controlled substances or alcohol. The test sample taken from the employee shall be secured by an appropriate employee of a certified laboratory. Failure to provide the test sample as directed will result in disciplinary action.
- B. The employee may initiate a review of the Department Head's directive. Failure of the employee to initiate the review within eight (8) hours of the directive shall be deemed a waiver of this right.
- C. The Department Head's directive shall be reviewed by a committee of three, comprised of one employee appointed by the Department Head; one employee appointed by the Union; and the Town Manager or his appointee.
- D. If the review committee concludes that the drug and/or alcohol screening is warranted, such testing shall be conducted immediately.
- E. If the committee finds that the test is not warranted, the sample shall not be tested and shall be destroyed.
- F. An original non-tested sample will be given to the employee upon request.
- G. The decision of the review committee shall be final and binding upon the parties and not subject to the grievance and arbitration provision of this Agreement.
- H. The results of the drug and/or alcohol screening test shall be given to the Department Head and the employee.

Section 2: The Department Head reserves his right to impose discipline. However, in the first instance of a positive test revealing a violation of this Article, if discipline is prescribed, then it will not be imposed if the employee exercises his appeal rights under the Grievance Process. After the expiration of ten weeks following the first positive test, during the period of the Grievance Process, the employee agrees to submit to a random testing at the discretion of the Department Head. If any test during this period yields a positive result, the employee shall be immediately subject to further disciplinary action, the imposition of which shall not be withheld by the Town or the Department Head. If the Grievance Process upholds the prescribed discipline of the first positive finding, in whole or in part, said discipline or portion of said discipline shall be

immediately imposed, notwithstanding the employee's right to further appeal.

It is agreed that the parties will make every effort to protect privacy and confidentiality. This Article shall become effective October 1, 1987.

ARTICLE 18

FUNERAL LEAVE

Section 1: In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of five working days, and such leave shall not be charged to sick leave or vacation leave. In addition, one day per year may be granted by the Department Head to attend the funeral of a close friend or a relative not in the immediate family.

Section 2: "Immediate Family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, brother-in-law, sister-in-law, son-in-law, grandparents and grandchildren, except that a relative residing in the same household may, for the purposes of the Article, be considered as part of the immediate family.

Section 3: Leaves of absence will be granted to veterans as defined in Massachusetts General Laws, Section 21 of Chapter 31, when authorized by the Town Manager, to attend, without loss of pay, the funeral or memorial services of a veteran, as so defined, or of any person dying under other than dishonorable circumstances while serving in the United States military in the time of war or insurrection. (See Massachusetts General Laws, Chapter 41, Section 111C).

Section 4: The Town Manager may, upon recommendation of the department head, grant funeral leave to an employee in the event of the death of a family member not considered to be "immediate family" as defined in Section 2 of this article.

ARTICLE 19

COURT LEAVE AND MISCELLANEOUS FRINGE BENEFITS

Section 1: Jury Duty: If an employee is called upon to serve on a jury, the employee will be paid the difference between any fees received while serving on the jury and his regular rate of pay.

Section 2: Court Leave: If an employee is summoned to appear in court as a witness for the Town, or for an incident occurring during working hours, he shall receive full compensation for any time lost, and shall return to the Town such fees as he may collect. Employees may be granted leave without pay for the purpose of appearing in court as a defendant or litigant on their behalf, or in cases not involving the Town.

Section 3: The Town will continue to provide financial assistance for life, health, and accident insurance pursuant to Chapter 32B of the General Laws of Massachusetts and special sections Chapter 32B, which have been accepted by the Town at a Town Meeting.

Section 4: The Town shall offer a minimum of two health insurance plans, one of which shall be an indemnity plan equivalent to the existing plan (Blue Care Elect) and a Health Maintenance Organization (HMO) plan equivalent to the existing plan (Network Blue New England). The Town shall pay 75% of the costs of health insurance.

Section 5: The Town Manager and Board of Selectmen confirm that the Town has accepted General Laws Chapter 32B, Section 8A, in the manner provided therein and reaffirm their support of said statute.

Section 6: The union shall appoint two individuals to represent them on a Health Advisory Committee. The committee may make recommendations regarding the purchase of health insurance in accordance with the M.G.L., Chapter 32B, Section 3.

Section 7: The Town will replace eyeglasses broken or damaged on the job with glasses of equal quality.

Section 8: The Town shall offer a voluntary tax contributory benefit, flexible spending, and dependent care account for employees. Any applicable per-enrollee service fees shall be paid by the Town and the employee consistent with the contribution rates established in Article 19 Section 4.

The Town agrees to pay the setup fees for the program. The intent is to implement the program in fiscal year 2017.

Section 9: The Town will prepare a request for proposals for the purpose of procuring group dental insurance on behalf of employees. The purchase of such insurance shall be optional for all employees. All premiums are to be paid by the employee. The Town shall administer the program through payroll deductions. The Union shall be allowed to participate in the solicitation and selection process.

Section 10: The Town shall provide a disability insurance program for all employees, the purchase of which shall be optional. All premiums are to be paid by the employee. The Town shall administer the program through payroll deductions. The Union shall be allowed to participate in the solicitation and selection process.

ARTICLE 20

PERSONAL AND OTHER TYPES OF LEAVE

Section 1: Personal Days: Upon hiring a full-time employee shall be credited with personal time calculated at one-quarter day (.25) for each month remaining in the calendar year in which the employee is hired. If hired before the 15th day of the month, the month of hiring shall be counted, if hired on the 15th day or after, the month shall not be counted.

Each January 1 thereafter, the employee shall receive three (3) personal days. Employees who use no personal sick time during the calendar year (family illness days excluded) shall be credited with one (1) additional personal day on the first day of the subsequent calendar year. The use of vacation or personal days shall not interrupt an employee's perfect attendance record. The taking of said personal days shall be scheduled with the approval of the Department Head and may be carried over into the next calendar year. A maximum of three (3) days shall be carried from one calendar year to the next.

Section 2: Other Regularly Scheduled Days Off: All employees of this unit shall receive the day after Thanksgiving Day as a regularly scheduled day off.

Section 3: Leave Without Pay: Employees may, with the approval of the Town Manager, be granted other leaves of absence. Except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuing service for the leave period. A leave of absence will not be granted for employment elsewhere, except for military purposes.

Section 4: Request for Leave: Where approval of leave is required, requests shall be made in writing as far in advance as possible.

Section 5: Military Leave:

- A. Military leave of absence without pay shall be granted to any employee called to active duty with the State or Federal forces for a temporary or extended tour of duty. Employees ordered to active duty in the armed forces in the time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.
- B. All short tours of duty or annual training periods of members of state or federal reserve forces will be granted annual leave without loss of vacation leave and be compensated, therefore, up to the difference in pay he would have received if not on military leave.

Section 6: Injury Leave: (1) Each full-time, regular, permanent employee and each probationary employee occupying a position of a permanent full-time character who is unable to work as a result of an injury arising out of and in the course of his/her employment shall be compensated in the manner prescribed by Massachusetts State Law (M.G.L. Chapter 152). Employees on injury leave may utilize accrued vacation,

personal or sick leave to supplement injury leave compensation.

(2) Employees on injury compensation may not do part-time or full-time work for any other employer during that period.

(3) For absence under this Section, the Head of the Department or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of the injury and the expected duration. If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Head of the Department shall require such certificate at the end of one week of injury and subsequent certificates may be required at the discretion of the Town Manager.

(4) An employee on a legitimate injury compensation claim can accumulate vacation leave, sick leave and personal time. If the claim is not accepted by the insurance company, none of the aforementioned leave can be accumulated. This is effective July 1, 1985. It is understood that any accumulation of vacation leave, sick leave or personal time shall not accrue beyond the one year anniversary of the employee's work injury related absence, consistent with the Town's payroll obligations for the employee's first year of injury leave as enumerated in Article 20, Section 6, Subsection 1.

Section 7: Maternity Leave: Upon receipt from a member of the Unit of a least four (4) week's written notice of her anticipated date of departure and intention to return, the Town Manager will grant a leave of absence without pay for maternity for up to six (6) months.

A member of the Unit may continue in her assigned position as long as, in the opinion of her physician, her physical condition and ability to perform her tasks allow.

In the event of unforeseen circumstances, the member of the Unit may make written application for reinstatement prior to the expiration of her requested maternity leave. Said application shall, at the discretion of the Town Manager, be accompanied by a physician's statement of good health. Said early reinstatement may be granted by the Town Manager in the case of an acceptable vacancy upon the recommendation of the Department Head.

A member of the Unit returning from maternity leave shall be returned to the same position or to a level or position substantially the same as that position which she held prior to the commencement of her maternity leave. All benefits to which the employee was entitled prior to her leave shall be restored to her. However, none shall have accrued during her maternity leave. Maternity leave shall not operate to deprive an employee of vacation time or step rate adjustments provided that the employee returns to work following expiration of maternity leave.

ARTICLE 21

UNIFORMS AND PROTECTIVE CLOTHING

Section 1: If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the employee by the employer.

Section 2: The employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.

Section 3: Where a special and particular license is required for the performance of a job assignment, and where said license is not of the type which must be obtained by the employee as a prior condition of his employment, the Town will pay the exam and license fee involved.

Section 4: The department personnel represented by the Union who are required to wear a uniform are: Highway Division, Cemetery Division, Tree Division, Parks and Grounds Division and Water Division.

Section 5: Safety Shoes: Each employee covered by this Agreement, excluding clerical, library, and office employees will be required, as a condition of employment, to wear safety shoes of a good quality while on duty. The safety shoes shall be of a type and kind reasonably acceptable to the Union as determined by the Town. The Town will provide each employee required to wear safety shoes an annual allowance of one

hundred eighty dollars (\$180.00) upon presentation of receipt of purchase. The Safety Committee may select a range of safety shoes or establish safety shoe specifications

Section 6: The Town agrees to provide six (6) uniforms per employee for employees who are required to wear a uniform. The Town agrees to provide uniforms for Police Clerks, Fire Clerk/Dispatchers and Nurses.

Section 7: Uniforms bearing the Town name may only be worn while on duty or during travel to and from work.

ARTICLE 22

ACCESS TO PREMISES

Representatives of the Union may enter the premises covered by this contract during normal working hours for individual discussion of working conditions with employees, as long as such representatives do not interfere with the performance of duties assigned to the employees, and provided permission has been granted by the Department Heads involved.

ARTICLE 23

BULLETIN BOARD

Section 1: Announcements shall be posted on bulletin board(s) in conspicuous places convenient to the employees. 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 material on such bulletin boards.

Section 2: The Town agrees that notice of all Town job vacancies will be posted in all Departments and in the Town Hall.

Section 3: The Union will receive a copy of job postings for promotional vacancies in the bargaining unit.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: A grievance is defined to be any question of interpretation or application of the Agreement and shall be processed as follows:

Step 1: The Union Representative, with or without the aggrieved employee, may take up the grievance or dispute verbally or in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor may require the attendance of the employee at the discussion if he so elects, shall attempt to adjust the matter, and shall respond to the steward or representative within five (5) working days.

Step 2: If the grievance has not been adjusted, it may be presented in writing to the Department Head within five (5) working days after the supervisor's response is received or is due. The Department Head shall investigate the matter, hold such hearings as he deems advisable, and shall respond to the steward in writing within five (5) working days.

Step 3: If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) working days after the response of the Department Head is due. The Town Manager may conduct such investigations and hold such hearings as he deems advisable, and shall respond in writing within ten (10) working days after receipt of the written grievance.

Section 2: Arbitration: If the grievance has not been adjusted, the Union, and not any individual employee(s), may submit the grievance to arbitration. Submission shall be made by registered mail, addressed to the American Arbitration Association, postmarked no later than twenty-eight (28) calendar days following receipt of the Town Manager's response, with a concurrent copy mailed to the Town Manager. Such arbitration shall be conducted under the rules of the American Arbitration Association. The costs shall

be shared equally by the parties. The arbitrator's decisions shall be final and binding on the parties. The arbitrator shall have no power to add to, subtract from, alter or amend the provisions of this Agreement.

Section 3: In those instances where an employee's immediate supervisor is the Department Head, the grievance procedure shall start at Step 2.

Section 4: An aggrieved employee may act as the moving party and may process his grievance through the various steps of the grievance procedure without the Union representative in attendance, if he so elects. The employee shall also have the right to process his own grievance with his own personal representative, but the Union shall have the right to have a representative present at all steps of the procedure.

Section 5: Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his supervisor, Department Head, or the Town Manager, in the hopes of having the grievance adjusted to his satisfaction.

Section 6: Once an employee covered by this Contract initiates the formal processing of a grievance under this Article, he shall be barred from handling it on an informal basis with the administration; it being the intention of this Agreement that once a remedy of a formal grievance procedure is elected, that remedy shall be exclusive.

Section 7: A grievance shall be deemed waived unless processed by the grievant to the next higher step within the same time limits specified, such time limits may be extended by mutual agreement. Such request for extension shall not be withheld in extraordinary circumstances which preclude compliance with the time limits.

ARTICLE 25

DISCIPLINE FOR JUST CAUSE

Section 1: Employees in the bargaining unit may be discharged, suspended, demoted or otherwise disciplined for just cause. Some "just causes" for discipline are listed in the following subsections although discipline may be made for other just causes:

1. The employee has been convicted of a felony, or of a misdemeanor involving moral turpitude.
2. The employee has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to another person.
3. The employee has been guilty of any conduct unbecoming an employee of the Town while on duty.
4. The employee has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior.
5. The employee has been under the influence of intoxicants while on duty.
6. The employee has been guilty of insubordination or of disgraceful conduct while on duty.
7. The employee is offensive in his conduct or language in public, or towards the public, town officials, or employees.
8. The employee is incompetent or inefficient in the performance of the duties of his position.
9. The employee is careless or negligent with the monies or other property of the Town.
10. The employee has induced, or has attempted to induce, an employee in the service of the Town to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.
11. The employee has taken, for his personal use from any person, any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other

valuable thing is given in the hope or expectation of receiving a favor or better treatment than that accorded to other persons.

Section 2: Demotions: This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he holds. In cases of demotion, the Department Head must give the Town Manager a written recommendation citing the reasons for the demotion, and must give a copy of this recommendation to the employee. A demotion may be justified when the employee does not warrant dismissal from the service, but gives evidence of ability to perform work in a lower classification.

Section 3: Suspensions: Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Department Head will give the Town Manager a written recommendation including the reasons for suspension and will also give a copy of this recommendation to the employee. In no case will an employee be suspended for a period to exceed thirty (30) days.

Section 4: Dismissals: Dismissals are discharges or separations made for misconduct, inefficiency or other just cause. In accordance with the provisions of Section 12A, Chapter 592, of the Town Manager Act, officers and employees not subject to Chapter 31 of the Massachusetts General Laws shall not be removed by the Town Manager except on ten days' notice, setting forth the cause of such removal in writing.

ARTICLE 26

DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination by Department Heads or other agents of the employer against any employee because of his race, creed, color, sex, age, or because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement.

Section 2: The Union agrees that neither its officers, members nor persons employed by the Union, shall discriminate against or coerce any employee for his non-membership in the Union.

ARTICLE 27

CONFLICT OF LAW

Section 1: Both parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of State retirement and labor laws, on such matters as seniority, promotions, transfers, discharges, removals and suspensions, the State laws shall govern, except as otherwise provided in Section 7 of the Massachusetts General Laws, Chapter 150E; provided, however, that to the extent the General Laws of the Commonwealth allow a Municipal Collective Bargaining Agreement to prevail in the event of conflict with any state or municipal law or regulation, the provisions of this Agreement shall prevail with full force and effect.

Section 2: Should any provision of this Agreement be found to be illegal by a tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 28

CLEAN-UP TIME

Section 1: Employees engaged in manual labor or special work shall be granted a 10-minute personal clean-up period prior to the end of each work shift. The 10-minute clean-up time at the end of the workday shall not be construed as permission to leave work ten (10) minutes early.

Section 2: Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

ARTICLE 29

SENIORITY

Section 1: Seniority shall mean the length of continuous service of an employee of the Town.

For the purpose of promotions and the filling of job vacancies, Bargaining Unit seniority shall apply, provided, however, an applicant within the department where the vacancy exists shall have a preference over an applicant from other Town departments, subject to the provisions of Article 12, Section 6 of this Contract.

Seniority shall not accrue until date of permanent appointment, retroactive to date of initial employment.

For the purpose of layoff or job elimination, seniority within each job classification shall be determined on a departmental basis.

An employee who moves from one department to another shall not lose departmental seniority in the department from which he moves.

The Town shall maintain and post two seniority lists; Town wide and departmental.

Section 2: "Continuous service" shall mean employment by the Town without a break in such employment. A break in employment shall cause a loss of all seniority rights. A break in the employment of an employee shall occur upon the happening of any one or more of the following events:

1. If an employee shall quit of his own accord.
2. If an employee shall be discharged.
3. The employee shall be absent in excess of three consecutive days without obtaining approval for such absence under the provisions of this Agreement.
4. The employee shall fail to return to work within three working days after the end of an absence authorized under the provisions of this Agreement.
5. If, after a layoff under Section 3 of this Article, an employee shall not return to work within two weeks after receipt of notice from the Town that he will be rehired under said Section 3.
6. An employee shall be absent due to a layoff under Section 3 of this Article for a continuous period of more than one year.

Section 3: In the case of layoff or reduction of personnel for lack of work or by reason of fiscal cutback, the laying off or demotion of employees within each job classification shall be determined by length of continuous service in the department; that is, the employee with the least seniority in the department shall be laid off or demoted first. Reinstatement within a classification or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of his right to be rehired hereunder. It is understood that layoff under this Section shall, in all aspects except the right to be rehired under this Section, constitute a termination of employment by the Town. The right to be rehired hereunder shall exist for a period of eighteen (18) months from date of layoff (effective July 1, 1981).

Section 4: An employee who is displaced under Section 3 shall have the right, in lieu of layoff, to bump into an equivalent or lower-rated job in another department in which he has retained departmental seniority, if in the reasonable judgement of the Town Manager he is qualified to perform such job.

Section 5: In the scheduling of working hours, shifts, vacations and days off, the Town agrees, except in an emergency, to give preference to employees with seniority; provided, however, that the Town reserves the right to plan, direct and control the work of the Town at all times.

ARTICLE 30

REST PERIODS

All employees' work schedules shall provide for a 10-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, whenever this is feasible. Employees who are to work beyond their regular quitting time into the next shift, in the event of an emergency, a meal break will be given, if possible. In addition, employees shall be granted the regular rest periods that occur during the shift.

ARTICLE 31

BINDING EFFECT, TERMS AND DURATION

Section 1: It is expressly understood and agreed by the parties hereto that, if any provision of this Agreement is in conflict with State Laws, Town By-Laws, or regulations, or special acts of the Town of Wilmington, then to the extent that the General Laws of the Commonwealth allow a Municipal Collective Bargaining Agreement to prevail in the event of any such conflict, the provisions of this Agreement shall prevail with full force and effect.

Section 2: It is further understood and agreed that where funds are necessary to implement any provisions of this Agreement, a request must be submitted to the Finance Committee and the Town Meeting for an appropriation, and that until such appropriation is passed favorably said provision shall not be binding upon the Town; provided, however, that nothing in this section shall prevail over any provisions contained in General Laws, Chapter 150E.

Section 3: Duration:

- A. This contract shall take effect at 6:00AM, July 1, 2015 and shall remain in effect until 6:00AM July 1, 2018. It shall thereafter automatically renew itself for successive terms of one year each unless either party shall have given the other a written notice on or before the first of September in any one year, of its election to modify or terminate all or any part of the contract as of the first of July of the new contract year, specifically designating in such notice those provisions of the contract it wants to reconsider or terminate. In the absence of a notice to terminate the entire contract, the contract shall continue in effect as to those provisions not so designated.
- B. In the event of a notice by either party, of its election to modify or terminate the contract, the parties shall make themselves available, at reasonable times, for the purposes of reconsidering or renegotiating the items so designated.
- C. Each party shall also be obligated during the same three-month period to negotiate any new or additional items that may be proposed by either side relating to the wages, hours, and conditions of employment of the persons covered by this contract.
- D. Nothing herein contained, however, shall preclude the parties from negotiating or renegotiating at any time or times (a) all or any part of this contract or (b) other matters involving the wages, hours or conditions of employment of the persons covered by this contract; provided that the parties mutually agree to do so, and provided the dates set for the negotiation sessions are also mutually acceptable.
- E. The receipt of any written notice required under this Article shall be acknowledged in writing by the party receiving this notice within ten workdays of its receipt.
- F. Jurisdiction of Town Officials: It is agreed that once a collective bargaining contract is executed, an employee covered by such contract shall not have the right to a direct petition or appeal to any Town official, elected or appointed, or to seek the intervention of any Town official, elected or appointed, on a matter of said employee's wages, hours and conditions of employment; nor shall said employee seek to bring public pressure to bear on the Town's duly appointed bargaining representative, or the Town Manager, it being understood that the collective bargaining process, once elected by an

employee group, shall constitute the exclusive means by which said group or its members shall negotiate or discuss the terms of their wages, hours and conditions of employment.

This Agreement signed this _____ day of _____.

FOR THE TOWN OF WILMINGTON

FOR THE UNION

Chairman, Board of Selectmen

President

Town Manager

APPENDEX A
CLASSIFICATION PLAN – AFSCME 2

GRADE	POSITION
S-1	Junior Clerk Respite Care Provider
S-2	
S-3	
S-4	Planning Board Coordinator Senior Clerk Library Assistant
S-5	Assistant Librarian Assistant Town Clerk Assistant Treasurer Assistant Assessor Water & Sewer Accounts Clerk
S-6	Assistant Accountant Deputy Treasurer/Collector
S-7	Nurse Librarian
S-8	
S-9	Senior Civil Engineer

CLASSIFICATION PLAN – AFSCME 2

GRADE	POSITION
G-1	
G-2	
G-3	
G-4	Equipment Operator III Meter Reader Groundsman II Treatment Plant Attendant
G-5	Equipment Operator II Pumping Station Operator Water & Sewer Clerk/Operator Tree Climber II Groundsman I Treatment Plant Operator II Pump Station Mechanic
G-6	Mechanic Equipment Operator I Treatment Plant Operator I
G-7	Cemetery Working Foreman Highway Working Foreman Tree Working Foreman Public Works Foreman Water & Sewer Foreman Garage Working Foreman Head Groundsman Treatment Plant Chief Operator
G-8	Operations Supervisor

APPENDIX B

S - WILMINGTON SALARY SCHEDULE

FY16	MINIMUM						MAXIMUM
	1	2	3	4	5	6	7
S-1	600.18	624.22	649.22	675.14	702.19	730.27	759.45
S-2	648.21	674.13	701.13	729.15	758.39	788.70	820.26
S-3	700.04	728.09	757.26	787.56	818.99	851.81	885.92
S-4	756.11	786.32	817.81	850.52	884.55	919.91	956.75
S-5	816.56	849.24	883.24	918.57	955.34	993.52	1,033.33
S-6	881.93	917.16	953.90	992.03	1,031.75	1,073.00	1,115.98
S-7	952.44	990.54	1,030.19	1,071.41	1,114.27	1,158.85	1,205.24
S-8	1,028.65	1,069.78	1,112.62	1,157.10	1,203.44	1,251.55	1,301.58
S-9	1,110.92	1,155.32	1,201.60	1,249.67	1,299.71	1,351.69	1,405.76
S-10	1,199.76	1,247.79	1,297.72	1,349.62	1,403.66	1,459.83	1,518.22
S-11	1,295.76	1,347.55	1,401.55	1,457.58	1,515.95	1,576.61	1,639.72
S-12	1,399.41	1,455.34	1,513.73	1,574.22	1,637.23	1,702.74	1,770.89
S-13	1,511.41	1,571.81	1,634.81	1,700.12	1,768.21	1,838.92	1,912.48
S-14	1,632.30	1,697.59	1,765.59	1,836.15	1,909.66	1,986.04	2,065.55
S-15	1,762.86	1,833.38	1,906.83	1,983.02	2,062.44	2,144.93	2,230.76
S-16	1,903.90	1,980.09	2,059.35	2,141.66	2,227.45	2,316.52	2,409.29
S-17	2,056.10	2,138.43	2,224.04	2,312.98	2,405.64	2,501.85	2,601.97
S-18	2,220.73	2,309.53	2,402.04	2,498.06	2,598.06	2,702.02	2,810.15

Effective July 1, 2015
2.25%

S - WILMINGTON SALARY SCHEDULE

FY17	MINIMUM						MAXIMUM
	1	2	3	4	5	6	7
S-1	612.18	636.70	662.20	688.64	716.23	744.88	774.64
S-2	661.17	687.61	715.15	743.73	773.56	804.47	836.67
S-3	714.04	742.65	772.41	803.31	835.37	868.85	903.64
S-4	771.23	802.05	834.17	867.53	902.24	938.31	975.89
S-5	832.89	866.22	900.90	936.94	974.45	1,013.39	1,054.00
S-6	899.57	935.50	972.98	1,011.87	1,052.39	1,094.46	1,138.30
S-7	971.49	1,010.35	1,050.79	1,092.84	1,136.56	1,182.03	1,229.34
S-8	1,049.22	1,091.18	1,134.87	1,180.24	1,227.51	1,276.58	1,327.61
S-9	1,133.14	1,178.43	1,225.63	1,274.66	1,325.70	1,378.72	1,433.88
S-10	1,223.76	1,272.75	1,323.67	1,376.61	1,431.73	1,489.03	1,548.58
S-11	1,321.68	1,374.50	1,429.58	1,486.73	1,546.27	1,608.14	1,672.51
S-12	1,427.40	1,484.45	1,544.00	1,605.70	1,669.97	1,736.79	1,806.31
S-13	1,541.64	1,603.25	1,667.51	1,734.12	1,803.57	1,875.70	1,950.73
S-14	1,664.95	1,731.54	1,800.90	1,872.87	1,947.85	2,025.76	2,106.86
S-15	1,798.12	1,870.05	1,944.97	2,022.68	2,103.69	2,187.83	2,275.38
S-16	1,941.98	2,019.69	2,100.54	2,184.49	2,272.00	2,362.85	2,457.48
S-17	2,097.22	2,181.20	2,268.52	2,359.24	2,453.75	2,551.89	2,654.01
S-18	2,265.14	2,355.72	2,450.08	2,548.02	2,650.02	2,756.06	2,866.35

Effective July 1, 2016
2.00%

S - WILMINGTON SALARY SCHEDULE

FY18	MINIMUM						MAXIMUM
	1	2	3	4	5	6	7
S-1	624.43	649.44	675.45	702.42	730.56	759.77	790.13
S-2	674.40	701.36	729.46	758.61	789.03	820.56	853.40
S-3	728.32	757.50	787.85	819.38	852.08	886.22	921.71
S-4	786.66	818.09	850.85	884.88	920.29	957.07	995.40
S-5	849.55	883.55	918.92	955.68	993.94	1,033.66	1,075.08
S-6	917.56	954.21	992.44	1,032.11	1,073.43	1,116.35	1,161.07
S-7	990.92	1,030.56	1,071.81	1,114.69	1,159.29	1,205.67	1,253.93
S-8	1,070.21	1,113.00	1,157.57	1,203.85	1,252.06	1,302.11	1,354.16
S-9	1,155.80	1,201.99	1,250.14	1,300.16	1,352.22	1,406.30	1,462.55
S-10	1,248.23	1,298.20	1,350.15	1,404.14	1,460.37	1,518.81	1,579.56
S-11	1,348.11	1,401.99	1,458.17	1,516.47	1,577.19	1,640.31	1,705.96
S-12	1,455.95	1,514.14	1,574.88	1,637.82	1,703.37	1,771.53	1,842.43
S-13	1,572.47	1,635.31	1,700.86	1,768.80	1,839.65	1,913.21	1,989.74
S-14	1,698.24	1,766.17	1,836.92	1,910.33	1,986.81	2,066.28	2,149.00
S-15	1,834.08	1,907.45	1,983.87	2,063.13	2,145.76	2,231.59	2,320.88
S-16	1,980.82	2,060.09	2,142.55	2,228.18	2,317.44	2,410.11	2,506.63
S-17	2,139.17	2,224.82	2,313.89	2,406.42	2,502.83	2,602.92	2,707.09
S-18	2,310.45	2,402.84	2,499.08	2,598.98	2,703.02	2,811.18	2,923.68

Effective July 1, 2017

2.00%

APPENDIX C**G - WILMINGTON SALARY SCHEDULE**

FY16		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	18.58	19.29	20.03	20.82	21.67
	WEEKLY	743.21	771.57	801.23	832.63	866.66
G-2	HOURLY	20.00	20.82	21.63	22.47	23.42
	WEEKLY	799.93	832.63	865.34	898.94	936.88
G-3	HOURLY	21.62	22.47	23.41	24.32	25.31
	WEEKLY	864.90	898.94	936.45	972.64	1,012.35
G-4	HOURLY	23.36	24.32	25.23	26.25	27.34
	WEEKLY	934.27	972.64	1,009.28	1,049.85	1,093.46
G-5	HOURLY	25.18	26.25	27.33	28.29	29.46
	WEEKLY	1,007.10	1,049.85	1,093.03	1,131.41	1,178.51
G-6	HOURLY	27.22	28.29	29.45	30.60	31.86
	WEEKLY	1,088.67	1,131.41	1,178.08	1,223.88	1,274.47
G-7	HOURLY	29.43	30.60	31.82	33.02	34.43
	WEEKLY	1,177.20	1,223.88	1,272.73	1,320.70	1,377.40

Effective July 1, 2015
2.25%

G - WILMINGTON SALARY SCHEDULE

FY17		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	18.95	19.67	20.43	21.23	22.10
	WEEKLY	758.08	787.00	817.26	849.28	883.99
G-2	HOURLY	20.40	21.23	22.07	22.92	23.89
	WEEKLY	815.93	849.28	882.65	916.92	955.61
G-3	HOURLY	22.06	22.92	23.88	24.80	25.81
	WEEKLY	882.20	916.92	955.18	992.10	1,032.59
G-4	HOURLY	23.82	24.80	25.74	26.77	27.88
	WEEKLY	952.95	992.10	1,029.46	1,070.85	1,115.33
G-5	HOURLY	25.68	26.77	27.87	28.85	30.05
	WEEKLY	1,027.24	1,070.85	1,114.89	1,154.03	1,202.08
G-6	HOURLY	27.76	28.85	30.04	31.21	32.50
	WEEKLY	1,110.44	1,154.03	1,201.65	1,248.36	1,299.96
G-7	HOURLY	30.02	31.21	32.45	33.68	35.12
	WEEKLY	1,200.75	1,248.36	1,298.18	1,347.12	1,404.95

Effective July 1, 2016
2.00%

G - WILMINGTON SALARY SCHEDULE

FY18		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	19.33	20.07	20.84	21.66	22.54
	WEEKLY	773.24	802.74	833.60	866.27	901.67
G-2	HOURLY	20.81	21.66	22.51	23.38	24.37
	WEEKLY	832.25	866.27	900.30	935.26	974.73
G-3	HOURLY	22.50	23.38	24.36	25.30	26.33
	WEEKLY	899.84	935.26	974.28	1,011.94	1,053.25
G-4	HOURLY	24.30	25.30	26.25	27.31	28.44
	WEEKLY	972.01	1,011.94	1,050.05	1,092.27	1,137.64
G-5	HOURLY	26.19	27.31	28.43	29.43	30.65
	WEEKLY	1,047.79	1,092.27	1,137.19	1,177.12	1,226.12
G-6	HOURLY	28.32	29.43	30.64	31.83	33.15
	WEEKLY	1,132.65	1,177.12	1,225.68	1,273.33	1,325.96
G-7	HOURLY	30.62	31.83	33.10	34.35	35.83
	WEEKLY	1,224.76	1,273.33	1,324.14	1,374.06	1,433.05

Effective July 1, 2017
2.00%