

**Town of Hull  
Public Works  
Department  
FY2014 - FY2017**

**Collective  
Bargaining  
Agreement**

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This agreement, entered into by the Town of Hull, hereinafter referred to as the employer, and Labor 1395, Mass. State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the rate of pay, hour of work and other conditions of employment.

#### **ARTICLE I - RECOGNITION**

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 permanent non-professional employees including any seasonal employee who regularly works three (3) or more months in any calendar year of the Department of Public Works as certified October 26, 1966, by the State Labor Relations Board, otherwise known as the Highway Department, both being one and the same.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for this unit, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this agreement.

#### **ARTICLE II - MANAGEMENT RIGHTS**

Except as expressly limited by a specific provision of this agreement the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Highway Department and the direction of the work force in accordance with its judgment.

Management has the authority to perform a semi-annual performance review of all departmental personnel covered by this agreement; such evaluation forms shall be available only to the Human Resource Director, Town Counsel, Town Manager and the Department Head shall not be made available to potential employers without the Employee's consent. Further, such evaluation forms shall provide sufficient space for the employee's comments.

#### **ARTICLE III - UNION DUES AND INITIATION FEES**

Employees shall tender the initiation fee (if any) and bi-weekly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check-off of dues hereinafter set the constitution of the Union from the pay of each employee who executes or has executed such form 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.

Deduction of Union dues shall be on a bi-weekly basis. All deductions of Union dues and/or initiation fees shall be made in accordance with the provisions of Chapter

180, Section 17A of the General Laws of Massachusetts.

Each employee within the bargaining unit who elects not to join or maintain membership in the Union shall be required to pay, as a condition of employment, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but shall not be more than the amount of periodic dues paid by employees who are members of the Union.

The charging of an Agency Service Fee shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provision of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the rules and regulations of the State Labor Relations Commission. The Union shall reimburse the employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the Agency Service Fee. In such litigation the employer shall have no obligation to defend the termination.

**EXHIBIT FOR ARTICLE III  
AUTHORIZATION FOR PAYROLL DEDUCTION**

BY NAME OF EMPLOYEE: \_\_\_\_\_

TO NAME OF EMPLOYER: \_\_\_\_\_

EFFECTIVE \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each \_\_\_\_\_ (PAYROLL PERIOD) the amount of \$\_\_\_\_\_. This amount shall be paid to the Treasurer of Local Union No. \_\_\_\_\_ and represents payment of my Union Dues.

These deductions may be terminated by me giving you sixty (60) days written notice in advance or upon termination of my employment.

EMPLOYEE(S) SIGNATURE: \_\_\_\_\_

**ARTICLE IV - DISCRIMINATION AND COERCION**

There shall be no discrimination by foremen, supervisors or other agents of the employer against any employee 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 provision of this agreement.

The parties to this agreement agree that they shall not discriminate against any

person because of race, creed, color, national origin, sexual orientation, disability, sex or age and that such persons shall receive the full protection of this agreement.

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

A grievance shall mean a specific violation of one or more provisions of the agreement and shall be settled in the following manner:

**Step 1**

The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute 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 shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

**Step 2**

If the grievance still remains unadjusted, it shall be presented to the Town Manager, in writing, within five (5) working days after the response of the immediate supervisor is due. The Town Manager shall respond, in writing, within eleven (11) working days.

**Step 3**

If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Town Manager is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the Massachusetts Board of Conciliation and Arbitration shall be requested by either of both parties to provide a panel of five (5) arbitrators. Both the employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the Arbitrator.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's services and the proceedings shall be born equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances involving disciplinary action shall be processed beginning at the third (3) step. If the case reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation, and privileges that would have been due the employees.

Nothing contained herein, shall be construed so as to authorize any Arbitrator to alter or modify this agreement.

All grievances will be held as confidential by all parties to the agreement until such time as the Town Manager responds to the Union, to the extent where permitted by law.

#### **ARTICLE VI - CIVIL SERVICE**

The employer and the Union shall recognize and adhere to all Federal, Civil Service and State Labor laws, Rules and Regulations relative to seniority, promotions, transfers, discharges, removals and suspension, except where agreed to otherwise in this contract, in accordance with the applicable law.

The Union further reserves the right to represent the employee under any such established procedure, provided however that the employee so requests and accepts said representation. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein. The Union shall be notified of the time and place of any grievance hearing held under this agreement.

#### **ARTICLE VII - SENIORITY**

The length of continuous full time service of the employee in the Department of Public Works/Highway Department shall determine the seniority of the employees.

The principle of seniority shall govern and control in all cases of promotion, within the bargaining unit, transfer, decrease, or increase of the working force as well as preference in assignment to shift work and choice of vacation period.

#### **ARTICLE VIII - JOB POSTING AND BIDDING**

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) day period. Employees interested shall apply in writing within the seven (7) day period. Within five (5) days of expiration of the posting period the employer will award the position to the most senior applicant qualified.

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay.

If at the end of the trial and training period it is determined that the employee is not qualified to perform the work he shall be returned to his old position and rate.

If it is mutually agreed between the parties that no applicant is qualified, the employer may fill the position from outside the bargaining unit.

It is agreed that the above language shall not apply to the Senior Clerk or Working Foreman positions, which shall be awarded solely on the basis of qualifications and experience as determined by the Town Manager and DPW Director.

## **ARTICLE IX - HOURS OF WORK**

Effective upon the date of the signing of this Contract Memorandum, the work week shall consist of Monday through Thursday, 7:00 am to 4:15 pm and Friday, 7:00 am to 12:00 pm with one half hour for lunch.

## **ARTICLE X - OVERTIME**

***Overtime shall not pyramid.***

All overtime work shall be on a voluntary basis, except in cases of emergency as determined by the Department Head. It is understood that emergencies include but not limited to coastal storms and snow and ice removal from roadways.

Employees covered by this agreement shall be paid overtime at the rate of one and one half ( $1\frac{1}{2}$ ) his regular rate of pay for work in excess of eight and three quarter ( $8\frac{3}{4}$ ) hours in one day or forty (40) hours in one week.

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.

When, in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the work load lessens.

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 overtime rate of pay, in accordance with the terms of this contract, for all hours worked on recall.

Employees will be guaranteed a minimum of four (4) hours pay at the time and one - half ( $1\frac{1}{2}$ ) overtime rate.

After sixteen (16) consecutive hours of work Monday through Thursday and after 20 consecutive hours of work on Friday, employees shall be compensated at double (2 times) his regular rate of pay. The "Call-Man", who is on duty at noon on Friday, shall be continue to be eligible for the double time rate of pay after 16 consecutive hours of work.

If the seventeenth (17<sup>th</sup>) hour of consecutive work, Monday through Thursday, and the twenty-first (21<sup>st</sup>) consecutive hour of work on a Friday, is at the beginning of a regular work shift this double time payment shall not apply. If there is any break in time at the end of a regular work shift double time payment shall not apply.

The "Call-Man", on duty at noon on Friday, shall continue to be eligible for the double time rate of pay after sixteen (16) consecutive hours of work.

In cases of overtime work required all permanent employees shall be asked to work overtime prior to offering it to temporary or substitute employees.

Effective July 1, 2014, the "Call-Man" (or "stand-by-man") shall be guaranteed a payment of not less than four hundred dollars (\$400.00) per week for the period the employee is on call. Effective July 1, 2015, the "Call-Man" (or "stand-by-man" shall be guaranteed a payment of not less than five hundred dollars (\$500.00) per week for the period the employee is on call." Should the employee be entitled to receive any overtime as a result of demands on his "call in" services, the overtime shall diminish the guaranteed amount. This payment is contingent upon the "Call Man" remaining within a 15-minute response time radius during the period he/she is in call and returning pager call within fifteen (15) minutes of receiving page call.

Should the "Call Man" fail to respond in a timely fashion, the following disciplinary process shall be used:

- (a) First Offense — verbal reprimand;
- (b) Second Offense — written reprimand;
- (c) Third Offense — an employee may be subject to disciplinary action if they do not respond to a pager call. This process is subject to the provisions of ARTICLE V (Grievance and Arbitration Procedure).

During the period in which an employee serves as "Call Man", he or she shall not be eligible to serve on a paid detail, except as authorized by the Department Head or as otherwise provided for in this agreement.

During snow and emergency overtime, all employees will be offered a meal after six hours of continuous overtime.

The employer shall keep records in each division time book of the overtime worked. A list of hours worked shall be displayed on the bulletin board outside in the garage area. Employees will be called on a rotating basis. All refusals will be added to the list. All overtime shall be equally and impartially distributed among all union personnel. The list will be updated bi-weekly. In case of a grievance involving such records, they shall be subject to examination by the Union Representative of the Shop Steward with the foreman of the division involved.

#### **ARTICLE XI - UNION REPRESENTATIVES**

A written list of Union Stewards and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the employer of any changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances, attend arbitrations and hearings at the Division of Labor Relations relating to the Hull Highway Department.

One (1) man will be granted time off as a delegate to attend conventions, not to



exceed three (3) days, without loss of pay.

**ARTICLE XII - MEAL PERIODS**

All employees shall be granted a meal period of 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. During snow and emergency overtime, all employees will be offered a meal after six hours of continuous overtime. If, during emergency operations, an employee is unable to report back to the barn for the meal the Town will reimburse the employee up to eight dollars (\$8.00) for a meal they purchase upon submission of a receipt.

**ARTICLE XIII - COFFEE BREAKS**

All employees shall be provided a 15-minute coffee break during the A.M. portion of each workday and a 15-minute coffee break during the P.M. portion of the workday. An employee who works two (2) hours overtime continuous with the expiration of his regularly scheduled work day, shall be allowed a fifteen (15) minute rest period, and an additional thirty (30) minute rest period for each additional four (4) hours of continuous overtime work. Coffee breaks shall be taken at the closest shop or restaurant to the assigned work location.

**ARTICLE XIII - HOLIDAYS**

The following holidays shall be considered to be paid holidays:

WASHINGTON'S BIRTHDAY	INDEPENDENCE DAY
PATRIOTS DAY	CHRISTMAS DAY
NEW YEARS DAY	MARTIN LUTHER KING DAY
VETERANS DAY	MEMORIAL DAY
LABOR DAY	COLUMBUS DAY
THANKSGIVING DAY	DAY AFTER THANKSGIVING
EMPLOYEES BIRTHDAY	

If a holiday occurs within an employee's vacation period, he/she shall receive one additional day off.

For the purpose of this contract, the holiday shall be on the day on which the holiday is legally celebrated and recognized in the Commonwealth of Massachusetts.

Holiday pay shall be the normal straight time pay rate for the day the holiday falls on. Any employee required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one-half (1<sup>1/2</sup>) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate.

**ARTICLE XV - VACATIONS**

Vacations will be based on a Department of Public Works/Highway Department employee's continuous full time employment as a Department of Public Works/Highway Department employee in the Town of Hull, from the anniversary date of his/her initial employment as a full time Department of Public Works/Highway Department Employee.

The following vacations, with pay, will be granted during the following periods of continuous full time employment as Department of Public Works/Highway Department employees in the Town of Hull as specified in the above paragraph:

Six months up to and including one year Starting with the beginning of the second year,	1 Week
up to and including the fifth year Starting with the beginning of the sixth year,	2 Weeks
up to and including the tenth year Starting with the beginning of the eleventh year,	3 Weeks
up to and including the fifteenth year Starting with the beginning of the sixteenth year,	4 Weeks
up to and including the twentieth year	5 Weeks
Starting with the beginning of the twenty-first	6 Weeks

Employees shall provide two (2) days notice, at least one of which, shall be a working day, of the intent to utilize vacation time. The request shall be reviewed by the Department Head and approved or denied based upon the following criteria:

- The employee has sufficient vacation time to cover the request.
- No more than two (2) employees shall be on vacation during the same time.
- Vacation requests are considered in the order of submittal.

**ARTICLE XVI - SICK LEAVE**

Sick days shall be accumulated at the rate of 1 and 1/4 days per month, to be credited at the END of each month.

No sick leave with pay shall be granted during the first six (6) months of employment.

After six (6) months of employment and up to one (1) year, any employee absent because of his own sickness shall be entitled to sick leave with pay for time absent not in excess of six (6) work days.

After one (1) year of employment, the period in any one (1) year for which employees shall be paid while absent because of personal sickness shall be fifteen (15) work days plus the amount of any accrued and unused sick leave time in previous years not in excess, however, of ninety (90) work days.

Emergency leave may be granted up to three (3) days a year for serious illness of the employee's spouse or children or parents or for a death in the immediate family, when authorized by the Department Head and shall not be charged as sick leave or vacation.

Immediate family, in the case of a death shall be understood to mean mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, child, stepchild, spouse, grandparents, and in-laws.

The town acknowledges that alcohol abuse is an illness and as such, is eligible for sick leave: however, an employee whose job performance is unsatisfactory as a result of the use of alcohol is subject to the same disciplinary action (including termination) as any other employee whose job performance is unsatisfactory. Therefore, illness incurred directly through the excessive use intoxicating liquors shall be eligible for sick leave allowance. An employee whose job performance is unsatisfactory as a result of the use of alcohol shall be subject to disciplinary action, suspension or termination in accordance with the provisions of M.G.L. Chapter 31.

There will be no drinking of alcoholic beverages either on the job, or in any Town building or on Town property during normal work hours,

The health Department may be called upon to verify alleged claims for sick leave when so requested by the Department Head or the Town Manager.

No extension of sick leave allowance beyond maximum accumulation may be established except by action of the Town Manager.

Employees who have accumulated ninety (90) days of sick leave shall be given one (1) day off or pay for each three (3) unused sick days accumulated over the ninety (90) day maximum. The decision of which type of compensation is granted shall be at the discretion of the Department Head.

The Town has the right to have an employee examined by a physician for the purpose of verifying an illness provided that such examination is paid for by the Town. Should the Town request it, any employee out on sick leave for more than three (3) days shall obtain a medical certificate from a physician stating that he/she is medically fit to return to work. Such a certificate, when requested, shall also be paid for by the Town.

There shall be a monthly posting of the sick leave accumulation of the employees covered by this agreement, with a copy sent to the Town Accountant's office for verification at least three (3) times a year. Such verification shall be received within a reasonable length of time — not to exceed 30 days.

Employees covered by this agreement may at the time of their retirement, or, upon resignation after five (5) years of full time service buy back any accumulated sick leave at the rate of one (1) day for every three (3) days accumulated, when certified by the Retirement Board.

#### **ARTICLE XVII - PERSONAL LEAVE**

A maximum of five (5) days non-cumulative personal leave, without loss of pay, and not to be deducted from sick leave, in any one fiscal year may be granted for the following reasons:

1. Mandatory court appearance, other than that arising out of the line of duty.
2. Legal business that cannot be transacted at any other time, other than that arising out of the line of duty.
3. Medical / Dental treatment.
4. Commencement exercises or award ceremonies at which an employee, his/her spouse, or child will be awarded a degree, diploma, award or certificate.
5. For the observance of religious holidays not covered by this agreement (i.e., Good Friday, Jewish High Holidays, etc.).

Personal leave shall not be utilized so as to extend a holiday or vacation period, unless as a result of one of the above specified reasons.

Employees shall provide two (2) days notice, at least one of which, shall be a working day, of the intent to utilize personal time. The request shall be reviewed by the Department Head and approved or denied based upon the following criteria:

- The employee has sufficient personal time to cover the request.
- Personal time requests are considered in the order of submittal.
- During a period when two (2) employees are utilizing vacation time, personal time off is limited to a single employee at any time. When a request for personal time would exceed this provision, and is of an urgent nature, the Department Head may waive this requirement.

#### **ARTICLE XVIII - JURY DUTY**

An employee called for Jury Duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court excluding allowance for travel and this will be certified by the Town Accountant upon presentation of the check for monies received for Jury Duty.

## **ARTICLE XIX - UNIFORMS AND PROTECTIVE CLOTHING**

Employees are required to wear uniforms, protective clothing, safety shoes, and other protective devices as a condition of employment. The clothing, shoes, and other protective devices worn by employees must be appropriate for the work that such employees are expected to perform during the course of their working hours. The Director of Public Works shall determine the appropriateness of the employees' clothing. . An annual check in the amount of \$750.00 shall be paid to each employee in the first pay period in July to cover the cost of purchase and maintenance of uniforms, protective clothing, and safety shoes. The cost of maintaining the uniforms or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer.

The employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the employees covered by this agreement.

## **ARTICLE XXV - HEALTH AND WELFARE**

It is agreed that should any changes occur in the statues affecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject.

Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the employer dealing with medical coverage, the Union will be part of any negotiations dealing with coverage that affects its members. It is understood that effective July 1, 2004, any employee enrolled in BC/BS Master Health Plan may continue his / her enrollment as long as the plan is offered by the Plymouth County Health Plan after said date.

### **MODIFIED WORK PROGRAM**

There shall be established a Modified Work Program. Such program shall be for the purpose of providing a safe re-entry into the work environment for those employees involved in industrial accidents of light to moderate severity for which the period of disability is anticipated to be short term (up to 180 days). An extension of the Modified Work Program beyond 180 days shall only be granted to an employee on mutual agreement between the Employer and the Union. The modified work program will be held in conjunction with the Town's occupational health program provider.

## **ARTICLE XXI - SAFETY COMMITTEE CODE**

The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Safety is a concern to the Town and the Union. The Town and the Union

mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees and the general public.

To achieve the above principles, the Town and the Union agree to establish for the duration of this agreement an advisory committee on safety principles. The committee shall consist of not more than two (2) representatives each from the Town - who shall be the Department Head and the Town Manager — and the Union — who shall be the Union Steward and one (1) Union member. This committee shall meet from time to time as required, but at least three (3) times per year.

The town agrees to reimburse only for the time spent by active employees for attendance at such committee meetings during the employee's scheduled work shift at his regular straight time rate of pay.

### **LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee shall be established consisting of two (2) representatives of the Union (chosen by the Union) and two (2) representatives from the employer. Time spent by employees carrying out the function of the committee shall be considered time worked and shall be paid by the employer. The Committee shall meet on request of either party for the purpose of discussing matters of mutual concern.

### **ARTICLE XXII - WAGES**

Employees will be compensated in accordance with the wage schedule attached to this Agreement as Appendix C. The attached wage schedule shall be considered part of this Agreement. Said wage schedule reflects the following:

Effective July 1, 2014	2% increase
Effective July 1, 2015	2% increase
Effective July 1, 2016	2 ½% increase

### **ARTICLE XXIII - LONGEVITY**

Employees shall be entitled to Longevity Pay as set forth below in addition to their regular pay provided, however, that the length of service shall be based on the full-time continuous service as an employee of the Department of Public

Works/Highway Department. Longevity pay shall be payable on the employee's anniversary date, that being the date on which he/she began his/her full time continuous service. Longevity pay shall not be added into any other compensation or pay for the purposes of computation of overtime and any other benefits arising out of this contract.

Effective July 1, 2016, employees shall be entitled to Longevity Pay as set forth below:

After 5 complete years	\$500.00
After 10 complete years	\$700.00
After 15 complete years	\$1,050.00
After 20 complete years	\$1,800.00
After 25 complete years	\$2,050.00
After 30 years	\$2,200.00

The above periods of time and money shall not pyramid.

#### **ARTICLE XXIV MISCELLANEOUS PROVISIONS**

1. **Bulletin Board** - Announcements shall be posted conspicuous places where employees enter or leaves the premises. 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 profane or inflammatory written material on such Bulletin Board.
2. Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service rule or Town By-Lay, 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, it shall be subject to negotiation between the parties.
3. **Access to Premises** — The employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or State Council #93, and/or Local #1395 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
4. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.
5. Except in an emergency, or on work normally performed by outside contractors, no one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit with the following

exception. The Town may utilize Prison Labor to complete the following tasks;

- beach cleaning when there is a lot of sea weed and debris.
  - sweep the sidewalks.
  - pick up litter.
  - fence painting Fitzpatrick Way.
  - shovel beach sand from sides of road on Beach Avenue.
6. The Department Head will endeavor to assign two (2) men to snow plowing operations. Sanding trucks will have two (2) men per vehicle, should weather conditions warrant it, and it is deemed necessary by the Department Head.
  7. In the event that there shall be established a second and/or a third shift, this contract shall be subject to be reopened on this matter only.
  8. There shall be a joint press release on ALL Union matters.
  9. There shall be a ten (10) minute clean-up period at the end of the workday for all employees covered by this contract.
  10. The decision of the Board of Retirement shall prevail insofar as which, if any, fringe benefits are to be added to the base pay when computing retirement benefits.
  11. Step rate increases shall be considered merit raises and given to the employee, subject to the approval of the Department Head, on the employee's anniversary date.
  12. An employee covered by this Collective Bargaining Agreement may refuse, without bias or prejudice, to do any job that may be deemed as being hazardous to his/her health or unsafe, provided such refusal is approved by the Board of Health.
  13. Week-end burial details (including grave digging) will consist of the following three (3) man crews: 1 — qualified (licensed) special equipment operator and two employees in rotation from the employee roster. Two burials on Saturday, Sunday or Holiday shall consist of three men crew for a minimum of 8 hours. Should a man not take their turn in proper rotation they will be skipped over until his next proper turn. It is understood that in certain situations, MORE OR LESS than three (3) men are required and any additional manpower will come from the rotation list in proper order as determined by the Department Head. Payment for cremation burials shall



be a minimum of four (4) hours overtime but for no more than one (1) employee. When a cremation burial is during the same time as a weekend burial detail, payment for such cremation burial is in the weekend burial rate.

14. Should the Town wish to submit any article relating to Substance Abuse the Union would be agreeable to the discussion and inclusion of such an item as part of this agreement.
15. Heat Day Policy: A "heat day" will be determined by the Department Head when the temperature reaches 95° (degrees) Fahrenheit on a thermometer located at the Superintendent's office. Upon said determination personnel will be directed to work in the Highway barn sheltered from the sun. In the event that a "heat day" is forecast, the Superintendent may, at his discretion and subject to work schedules and the Town's noise control bylaw, begin work one hour prior to the customary start time for the day.
16. Educational Incentive Program: The Town of Hull agrees to reimburse employees for certain tuition costs of job related courses. The Town of Hull will pay tuition up to 100% of cost with prior approval. Payment will be made after successful completion of the course. The Highway Department Head has full discretion regarding which courses are job related for each employee.
17. It is hereby agreed by and between the parties to the above contract, in further consideration of the covenants and obligations contain therein, that the following provision may be added to the Miscellaneous Section of said contract:  
  
"Employees covered by this agreement shall be permitted to hold other appointments, positions and employment with the Town of Hull provided that special municipal employee status is obtained, all other requirements of any law are complied with, and if such other appointment, position or employment causes the employee to provide services under same during the time he or she is providing services for the Town under same during the time he or she is providing services for the Town under the employment covered by this agreement the employee shall obtain the approval of the department head and the executive administrator, under such terms as they may require."
18. The aforementioned provision is intended to reflect and record the past custom and practice pertaining to the subject matter contained herein, and to comply with the language and the spirit of Massachusetts General Laws Chapter 268A, the state conflict of interest law.

Signed as a sealed instrument on the 4<sup>th</sup> day of September 1985 by the  
Hull Board of Selectmen.

19. Temporary service out of grade: In the event that a temporary vacancy exists in the bargaining unit position, the employee filling said position shall be compensated for such services at the minimum of the job range of the person whom he/she is replacing, retroactive to the first day said replacement employee filled the position.
20. First Aid Supplies: The employer agrees to keep first aid supplies available to all employees during working hours. Said first aid supplied shall consist of, but not be limited to: bandages, band-aids, gauze pads and wraps, antiseptic lotion and creams, eye wash, insect repellent and insect bite lotion, poison ivy/oak cleaner, tweezers, scissors and the like. Any items/supplies which require a prescription are not considered to be first aid supplies under the terms of this agreement.
23. Drugs and Alcohol Testing: DPW employees required to participate in the Town's Drug and Alcohol Testing program for CDL drivers shall be compensated in the amount of \$100.00 for each negative random drug test and \$200.00 for each negative drug and alcohol test. This shall not apply to reasonable suspicion, return to duty, or positive random tests.

#### **ARTICLE XXV - WORK STOPPAGE**

Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Union and the employees agree not to induce, encourage or condone any strikes, work-stoppage, slowdown or withholding of services by employees, including extra-hour services from the Town.

Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work immediately and to cease such practices. The Town shall receive a copy of this written notice.

#### **ARTICLE XXVI - EFFECTIVE DATE**

This agreement shall be effective for the period of July 1, 2014 to June 30, 2017.

#### **ARTICLE XXVII - TERMINATION**

Effective on June 30, 2014 either party may terminate this agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatories to the agreement. In no case may a termination notice be sent less than sixty (60) days prior to June 30, 2014.

## **ARTICLE XXVIII - RENEWAL**

Should neither party to this agreement send a notice of termination as provided under Article XXVII, this agreement will be considered to have been automatically renewed for another year.

## **ARTICLE XXIX - CHANGES**







Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce to this agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the agreement prior to the sixty (60) days before termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of a discussion and amicable accommodation of the desired changes. Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiation.

## **New: SECURITY CAMERAS**

The Town does not believe that the subject of security cameras as presently being used is a mandatory subject of bargaining. Notwithstanding that position, and without waiving same and with full reservation of the Town's rights in that matter, the Town would propose using and continuing the use of such cameras generally as are being used at present. The Town is certainly willing to discuss this matter further with the Union. The Union believes the subject of the cameras is a mandatory subject of bargaining and will discuss the matter further. The Union submits the following language for consideration:

"The Union acknowledges the Town of Hull may from time to time utilize video surveillance cameras at and around the Department of Public Works for the purposes of maintaining security of the building and property of the Town. In no event shall the Town utilize video surveillance to monitor the union employees of the Department of Public Works during normal work hours and 1 or overtime hours (i.e. severe weather), including but not limited to the timing of employees entering and exiting the building, the performance of job related tasks, the timing of job related tasks, etc. Upon request of the Union the Town will accommodate the review of the placement of surveillance cameras, which shall in no way be positioned in such a manner to monitor employees. Furthermore the Town shall provide in all instances copies of any tape it may intend to use as evidence against an employee in any manner of discipline, said tape shall contain an accurate date and time stamp. In all events the Town will refrain from recording audio and remain in compliance with all laws regarding wiretapping both Federal and State mandates.

THIS AGREEMENT SIGNED THIS 8<sup>th</sup> DAY OF, 2015, December

FOR AFSCME, AFL-CIO	FOR THE TOWN OF HULL
	
	
	
	
	

**DPW SALARY SCHEDULE**

**FY2015 + 2% increase**

W-4	17.32	18.06	18.82	19.00	19.77
	692.80	722.40	752.80	760.00	790.80
	36,025.60	37,564.80	39,145.60	39,520.00	41,121.60
W-5	19.57	20.37	21.23	22.05	22.97
	782.80	814.80	849.20	882.00	918.80
	40,705.60	42,369.60	44,158.40	45,864.00	47,777.60
W-6	22.07	23.02	23.96	24.92	25.93
	882.80	920.80	958.40	996.80	1,037.20
	45,905.60	47,881.60	49,836.80	51,833.60	53,934.40

**FY2016 + 2% increase**

W-4	17.67	18.42	19.20	19.38	20.17
	706.80	736.80	768.00	775.20	806.80
	36,753.60	38,313.60	39,936.00	40,310.40	41,953.60
W-5	19.96	20.78	21.65	22.49	23.43
	798.40	831.20	866.00	899.60	937.20
	41,516.80	43,222.40	45,032.00	46,779.20	48,734.40
W-6	22.51	23.48	24.44	25.42	26.45
	900.40	939.20	977.60	1,016.80	1,058.00
	46,820.80	48,838.40	50,835.20	52,873.60	55,016.00

**FY2017 + 2 1/2% increase**

W-4	18.11	18.88	19.68	20.46	21.28
	724.40	755.20	787.20	818.40	851.20
	37,668.80	39,270.40	40,934.40	42,556.80	44,262.40
W-5	20.46	21.30	22.19	23.05	24.02
	818.40	852.00	887.60	922.00	960.80
	42,556.80	44,304.00	46,155.20	47,944.00	49,961.60
W-6	23.07	24.07	25.05	26.06	27.11
	922.80	962.80	1,002.00	1,042.40	1,084.40
	47,985.60	50,065.60	52,104.00	54,204.80	56,388.80