

**AGREEMENT**

**BETWEEN THE**

**TOWN OF WEST SPRINGFIELD**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
COUNCIL 93, LOCAL #1364**

**FOREMEN**

**JULY 1, 2017 – JUNE 30, 2020**

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**ARTICLE 1 – RECOGNITION**

SECTION I:           The employer recognized the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for employees of W-8 Classification (Foreman) as set forth in the Classification Plan Ordinances of the Town. The bargaining agent for the Town is the Mayor under provisions of General Laws Chapter 150E.

SECTION II:           The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Council the necessary appropriations and ordinances changes necessary to accomplish the terms of this agreement. It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Council are subject to said authorization by the Town Council, said matters shall be returned to the parties for further bargaining without any obligation to conform the earlier Agreement in their regards.

**ARTICLE 2 – UNION DUES – AGENCY SERVICE FEE**

Employees electing to do so shall tender the monthly membership dues by signing the Authorization of Dues Form, a copy of which is set forth in Appendix A herein. During the life of this agreement and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union Membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who executed or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month except where mutually agreeable to the parties.

In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. c. 150E, Sec. 2), effective thirty (30) days after the effective date of this agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay the Union and agency Service Fee. Such fee shall be paid weekly commensurate with the periodic dues charged by Local 1364 to its members. The Union will indemnify, defend and hold the Town harmless against any and all claims made, ad against any suit instituted against the Town account of any check off of Union dues or Agency Fee provision. The Union agrees to refund to the Town any amount paid to it in error on account of the check off and Agency Fee provision upon presentation of proper evidence thereof. The Union certified that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining union present and voting.

**ARTICLE 3 – THE TOWN AND THE UNION**

SECTION I:           The Union and The Town agree that the Town retains all management rights and functions, except as are expressly relinquished or restricted in this Agreement. Such management rights shall include but not be limited to the following; the right to manage the applicable Town Departments and to direct their working forces, the right to establish and control operations, schedules and processes, the right to determine services to rendered, the right to hire, to discharge or

otherwise discipline Employees for good cause and the right to layoff because of lack of work or lack of the necessary funds.

SECTION II: The Union and the Town agree that they will not during the term of this Agreement cause, permit or participate in any strike, lockout, walkout, slowdown, work stoppage, refusal to work or interference with the operations of The Town and its Departments by such a strike, lockout, walkout, slowdown, work stoppage or refusal of work.

SECTION III: In the event any Employee engages, participates in or any way is responsible for any of the unauthorized conduct covered in Section II of this Article, the Union agrees that it will immediately publicly disavow the same as being unlawful and forthwith and in good faith endeavor to cause the immediate return to work by said Employee or Employees.

#### **ARTICLE 4 – DISCIPLINARY PROCEDURE**

SECTION I: Any employee who has completed his/her probationary period will only be subject to discipline and/or termination for just cause.

SECTION II: Verbal warnings, written warnings in disciplinary actions will be handled in accordance with the following procedures:

- A. Verbal Warnings: Before being given, there shall be a discussion with the employee and a union representative.
- B. Written Warnings: Before being given, there shall be a discussion with the employee and a union representative.
- C. Discipline: Before being administered there shall be a discussion with the employee, steward, Union President or Chairman of the Grievance Committee.
- D. Before any employee is sent home for the balance of the shift for a major infraction of Town or Department rules, or failure to perform his work assignment pursuant to the Union contract, the matter shall be discussed with the employee and the department steward, or, in his absence, another Union representative designated by the Union; provided, however, an employee observed consuming alcoholic beverages or using illicit drugs during the workday or any over time shall be immediately removed from the work place by his supervisor, after approval of the director or division head, without discussion and shall be subject to termination of employment.

SECTION III: This Article shall be applied in accordance with Chapter 31 of the Massachusetts General Laws as amended where applicable.

#### **ARTICLE 5 – DISCRIMINATION AND COERCION**

There shall be no discrimination by foreman, superintendents or other agents of the employer against any employee because of his activity or membership of the Union. The Employer further agrees that

there will be no discrimination against any employee for his adherence with any provision of this agreement or his refusal to comply with any order which would violate this agreement.

The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex, sexual orientation, gender identity, military/veteran status, ancestry, genetics, age, disability, and/or national origin.

### **ARTICLE 6 – PROBATION PERIOD**

The first One Hundred Eighty (180) days of employment of an Employee shall constitute such Employee's trial period during which no transfer, layoff, suspensions, discharge or other disciplinary action shall be cause for or subject to the grievance procedure except for discrimination and/or coercion because of such an Employee's Union activities.

### **ARTICLE 7 – HOURS OF WORK**

SECTION I: The regular hours of work each day shall be consecutive except for interruptions for lunch periods. The work week shall consist of five consecutive eight hour working days, Monday through Friday inclusive, except for employees in continuous operations, discussed below.

SECTION II: The normal work day shall consist of, eight consecutive working hours, exclusive of lunch periods, within the twenty-four hour period with an interruption for lunch periods. Each employee shall be scheduled to work a shift with regular starting and quitting time.

Work performed on Saturday and Sunday shall have a minimum period of four hours. Except for an emergency situation, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the employer.

The specific hours of work for each division are as follows:

	STARTING	QUITTING	
OPERATIONS	7:00 A.M.	3:30 P.M.	½ HOUR MEAL PERIOD
WATER	7:00 A.M.	3:30 P.M.	½ HOUR MEAL PERIOD
CENTRAL MAINTENANCE	7:00 A.M.	3:30 P.M.	½ HOUR MEAL PERIOD
FLOOD	7:00 A.M.	3:30 P.M.	½ HOUR MEAL PERIOD

SECTION III: 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 work week for employees engaged in continuous operations shall consist of five consecutive eight hours working days.

SECTION IV: Foremen shall arrive at the job site at least 15 minutes before the beginning of the work day and shall prepare work assignments for employees under their supervision so that each employee knows his/her job assignment for the day and will be able to begin work at 7:00 A.M. The

foreman shall be paid at an overtime rate for said preparation time when a foreman exceeds 8 hours a day or forty hours of work in any week.

### **ARTICLE 7A – STANDBY PAY**

Each week, one foreman shall be required to be available to handle situations that arise during other than normal work hours. The foreman on standby shall be paid an extra six hours pay, at straight time per week. If the foreman is not available when a situation arises, or has not made arrangement for another foreman to cover for him, he shall receive no standby pay for that week.

### **ARTICLE 8 – OVERTIME**

SECTION I: Any employee called back to work on the same day after having completed his assigned work and has 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 hours pay at time and one-half. An employee shall not be required to take time off for any overtime work performed.

The preceding language notwithstanding, in the event an employee's regular working day begins after he/she has been called into work, but before he/she has worked four (4) hours, and he/she continues to work up to his/her regular starting time without being released by his/her supervisor, he/she shall be paid his/her applicable overtime rate for the hours worked before his/her regular working day began, but shall not be paid the four (4) hour minimum guarantee. However, if the employee has been released by his/her supervisor before the beginning of his/her regular working day, he/she shall be paid the minimum four (4) hour guarantee. For example:

- 1) An employee called in at 5 AM is released at 6 AM by his/her supervisor, the employee receives four hour minimum;
- 2) An employee called in at 5 AM and is not released by the start of his/her regular working day, either because the call in work was not completed or a new event occurred, the employee does not receive the four hour minimum, but receives his/her appropriate overtime rate until the start of his/her working day.

In keeping with the current practice, an employee under the four hour minimum guarantee is called in to work and is released upon completion of the call in event and is called back for another event within the original four hour call-in will not be paid a second minimum guarantee, but will be paid under the original four hour call-in.

SECTION II: Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. When in case of extreme emergencies, it is necessary to call in personnel from other Divisions to aid and assist, the personnel from Divisions other than the Division which normally performs such related work shall be released from duties first when the work load lessens.

SECTION III: Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved.

SECTION IV: Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. An emergency shall be determined by the Director of Public Works and/or his Deputies as set forth in G.L. Chapter 149, Section 33A.

SECTION V: It is understood that municipal departments may be called upon to perform work outside normal working hours due to emergencies of many different types. All employees will be expected to be available for such emergency work when called. If sufficient help or equipment is not available from within the department or other Town Departments outside help may be employed to perform such necessary/or emergency work.

SECTION VI: No service in excess of the normal and usual number of hours in any one day or any one work week rendered by an employee at the request of any board or head of a department shall be compensated for as overtime work, except in the manner authorized by the provisions of this section.

In the case of any employee subject to Schedule II of the Appendix B Compensation Plan, work over eight hours per day or forty hours per week shall be compensated for at a rate of compensation equivalent to fifty percent in excess of the applicable wage scales set forth in Appendix B Compensation Plan.

SECTION VII: If the foreman that is scheduled to carry the emergency phone chooses to utilize an alternate to carry the phone, said foreman will be placed at the bottom of the overtime list for the time period that an alternative is used.

SECTION VIII: Foremen are responsible for accurately calling in emergency overtime personnel in accordance with the applicable overtime list. Foremen are not authorized to deviate from said overtime list and/or procedure without advance permission from the Director or his/her designee.

SECTION IX: The Union and Town agree that seasonal employees are not members of the Union and are not subject to the terms of this agreement.

## **ARTICLE 9 – MEAL PERIODS**

SECTION I: Meal periods shall be one-half (1/2) hour during each full-time work shift. Whenever practicable, the meal period shall be scheduled at the middle of the shift. Employees will receive a \$12.00 meal stipend for every four (4) hours of continuous emergency overtime worked. For purposes of this section, emergency overtime means overtime that is scheduled with less than twenty-four (24) hours advance notice to the employee.

**ARTICLE 10 – BREAKS**

Employees will receive a ten (10) minute break each full-time one-half work shift. Breaks must be taken at the job site.

**ARTICLE 11 – CLEAN-UP TIME**

Employees shall be granted a ten-minute personal clean-up period prior to the end of each four-hour work shift. An employee shall not be required to work during his/her lunch ½ hour, except as provided in this contract. The Town shall maintain existing wash-up facilities or the equivalent.

**ARTICLE 12 – HOLIDAYS**

SECTION I: The following days shall be considered to be paid holidays on the days said holidays are to be observed in accordance with Massachusetts Law:

JANUARY 1st	MEMORIAL DAY	VETERANS DAY
MARTIN LUTHER KING DAY	JULY 4	THANKSGIVING
WASHINGTON’S BIRTHDAY	LABOR DAY	FRIDAY FOLLOWING THANKSGIVING
PATRIOTS DAY	COLUMBUS DAY	CHRISTMAS

SECTION II: Should any holiday fall on a Saturday or Sunday employees will be released on either the preceding Friday or the following Monday, or whichever day the Municipal Office Building is closed. Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an employee’s vacation period, he shall receive an additional day’s vacation with pay.

SECTION III: Any employee required to work on a holiday, except the holidays specified in the next sentence, shall receive in addition to the regular holiday pay, an amount equal to one and one-half time his regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours worked at the above rate. Employees who are required to work Christmas Eve (after the end of his regular tour of duty), Christmas Day, New Year’s Eve (after the end of his regular tour of duty), New Year’s Day and Thanksgiving Day, shall receive in addition to the regular holiday pay, an amount equal to two times his regular rate of pay for all hours worked, but in no case shall this be less than the amount equal to four (4) hours worked at the above rate.

SECTION IV: In order to receive pay for any of the holidays listed in the contract, an employee must actually work on his/her last scheduled working day immediately before and following the holiday in question, unless prevented from doing so for a valid reason, substantial evidence of which must be submitted to the Department Head.

**ARTICLE 13 – VACATIONS**

SECTION I: The vacation year shall be the period from January 1 to December 31 inclusive.

An employee, who has worked 30 weeks in the aggregate in the service of the Town as of December 31 of each calendar year, shall be entitled to two (2) weeks of paid vacation leave, in the next calendar year, which leave shall be granted up to four years of service.

An employee who does not work 30 weeks in the aggregate in the prior calendar year shall be credited one day of vacation for each full month of work during the prior calendar year.

An employee who has worked for 5 years in the aggregate, but less than ten (10) years in the aggregate with the Town, is entitled to three (3) weeks of paid vacation leave.

An employee, who has worked for 10 years in the aggregate, but less than 25 years in the aggregate with the Town, is entitled for four (4) weeks of paid vacation leave.

An employee, who has worked for 25 years or more in the aggregate with the Town, is entitled to five (5) weeks of paid vacation leave.

SECTION II: Upon termination of employment, 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 payments shall be made to the employee's spouse or beneficiary.

An employee shall not receive pay for unused vacation, unless he/she was unable to use it during the year because of the needs of the department he/she was prevented by the Director from taking his/her scheduled vacation.

SECTION III: Requests for vacation time shall be made as follows:

- 1/2 - 1 day      2 days advance written notice;
- 2 - 4            2 times number of days requested i.e. 3 days = 6 days advance written notice;
- 5 days or more 60 days advance written notice;

In the event of conflicting requests for vacation dates, seniority shall control. With regard to requests of 1/2 day through 4 days' vacation "days" shall mean Work days. With regard to requests for 5 or more days' vacation shall mean calendar days.

Priority for requests for vacation or compensation time shall be given as set forth in Section V of Article 23 and Section VII of Article 8.

This Article does not limit or restrict the Town's management rights.

## **ARTICLE 14 – SICK LEAVE**

SECTION I: Each permanent employee shall be credited with sick leave with pay at the rate of 1-1/4 days for each month of service. Sick leave will be credited on the first day of each month after the completion of one month's service. Sick leave shall be accumulated as follows:

Sick leave allowed under provision of the preceding paragraph shall be at the rate of 1-1/4 working days per calendar month of continuous service credited on the first day of the following month and cumulative up to an unlimited amount.

The preceding language notwithstanding, an employee who uses in excess of twenty-four (24) hours of sick leave for separate absences for illness or non-work related injury in any calendar month shall not receive one and one-quarter days of sick leave for that month. Separate absences are not to mean three or more days off in a row for the same event, but rather three separate absences from work such as a sick day on Monday, another sick day on Thursday and three (3) days off in another week for a non-work related injury all in the same month.

SECTION II: Employees absent because of an industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

SECTION III: In order to be eligible to receive sick leave payments, an employee shall notify or cause notice to be given to his/her department head or his/her designee. Except under circumstances beyond the employee's control, notification shall be submitted at least one-half hour prior to the commencement of the employee's shift when possible, but in no event more than one-half after the shift has begun. Failure to give such notice shall be sufficient reason for the denial of sick leave payment.

For an absence of three (3) or more consecutive workdays, an employee shall furnish his or her Department Head with evidence in the form of a physician's certificate for the cause of such absence.

The physician's certificate must be furnished to the Department Head on the date of the employee's return to work or not later than the seventh (7) consecutive calendar day thereafter or a protracted illness. If the employee does not furnish such certificate, such leave will not be paid for the period of the absence.

The head of each department shall investigate and ascertain the validity of any request for sick leave made by an employee of his department, and shall approve the same if he is satisfied as to the validity of such request. A physician's certificate may be required by the department head or the Mayor in any case of sick leave claimed thereunder.

Sick leave without pay may be granted to any temporary, seasonal, vacation, and/or emergency employee or replacement, but an employee who completes his probation period is set forth in Article VI herein, provided he is not a temporary, seasonal, vacation, and/or emergency employee or replacement, shall be entitled to non-occupational sick leave with pay as set forth in this Article.

SECTION IV: In cases of permanent part-time employees, the amount of sick leave shall be in proportion to the relationship of their annual work schedule to that of a full time employee. No payment shall be made on a claim under this paragraph until the basis of payment shall have been approved by the Mayor.

SECTION V: An Employee may use his accumulated sick leave even though he has filed a Worker's Compensation Claim under Chapter 152. Upon receipt of the first compensation check, the Employee must sign the check over to the Town and repurchase so much of the sick leave used from the date of injury as possible recognizing that the compensation check may not, and will not in most instances, equal the total sick leave taken.

Employees having sick leave credits who are injured on the job and are receiving Workman's Compensation shall, upon request, be granted such sick leave allowance payments as will, when added to the amount of Workers' Compensation, result in the payment to them of their full salary or wages. The total dollar value of such sick leave payments shall be computed to its equivalent in workdays and charged against sick leave credits accordingly.

SECTION VI: Emergency leaves due to serious illness in the immediate family may be charged against sick leave with full pay at the discretion of the Department Head. This is limited to seven days within a calendar year with an allowance of not more than three working days for each case. Immediate family shall include husband, wife, children, parents, brother, sisters, or members of the immediate household of an eligible employee.

SECTION VII: The Mayor may require such procedures as it deems necessary for the proper administration of these sick leave provisions. No allowance for sick leave may be granted unless an adequate register showing records of sick leave both accrued and granted in such form as may be approved by the Chief Financial Officer is maintained in each office which records shall be available to the Mayor, and the Chief Financial Officer upon request.

SECTION VII: (Sick Leave Buyback) On retirement after 20 years of service, an employee may buyback sick days at the rate of \$25.00 per day not to exceed \$1,200.00. The first Seventy-five (75) days will be excluded from this compensation.

SECTION VIII: Leaves of absence for cause other than set forth in this Agreement shall be without pay and subject to the approval of the Department Head.

SECTION IX: Any dispute as to the eligibility of an employee to sick leave payments hereunder or as to the amount of such payments may be taken to the Mayor by the employees concerned, by the Department Head of employing authority, or by the Chief Financial Officer, and the decision of the Mayor as to such dispute shall be final.

SECTION X: Upon return to work after an injury or illness covered by Workers' Compensation, Employees are allowed to use accumulated sick leave to attend medical and/or therapy appointments related to said injury or illness.

#### **ARTICLE 14A – INCENTIVE LEAVE**

If an employee works from January 1st to June 30th without using any sick leave, he shall be granted an incentive day that can be taken after July 1st and before December 31st.

If an employee works without using any sick leave July 1st through December 31st, he will be granted an incentive day that may be taken after January 1st or before June 30th.

An employee who has earned an incentive day under either or both provisions of the preceding paragraphs may at his/her option be paid for said day rather than taking the time off upon filing a written request with the Director.

## ARTICLE 14B – SICK LEAVE BANK

**Purpose:** The purpose of the Sick Leave Bank is to provide a means to obtain sick leave days to avoid loss of compensation due to prolonged illness or injury, substantiated by satisfactory medical evidence.

**Eligibility:** All employees represented by the Union are eligible to voluntarily participate in the Sick Leave Bank.

**Membership:** Membership is open to all employees represented by Union and who satisfy the following criteria:

- A. To qualify for participation and receipt of any benefits hereunder, there must be an initial deposit of four (4) sick days by each participating employee and each employee shall have not less than fifteen (15) sick days after their initial donation.
- B. Each year, from July 1 to June 30, a participant must contribute at least one (1) sick day.
- C. Newly hired employees will be able to participate after they acquire the minimum number of days set forth in subsection 3A.
- D. Membership may be revoked by the Sick Leave Bank Approval Committee. (SLBAC)

**Withdrawal:**

- A. An employee or his/her designee may request, in writing, sick leave from the bank to the SLBAC and must have used his/her accrued sick leave or submit satisfactory evidence that it will shortly be used due to the current illness or injury before any request of withdrawal may be considered.
- B. All requests must be accompanied by a physician's statement that includes, at a minimum, a beginning date of the current condition, a description of the illness or injury, a prognosis that the illness or injury of prolonged nature and a time frame for recovery and other such information as requested by SLBAC.
- C. SLBAC will render a written decision to the employee within five (5) working days after receipt of the written request and required information. The approval of any request shall require a majority vote of the entire SLBAC, i.e. three (3) votes.
- D. The amount of sick leave granted for each request will be determined by the SLBAC but in no case will exceed more than thirty (30) working days and one-third balance in the bank, whichever is less.
- E. If the recipient returns to work before the granted sick leave is exhausted the remaining sick leave will be returned to the bank.
- F. No grants shall be made to an employee receiving worker's compensation or disability payments of any sort.

Administration:

The Sick Leave Bank will be governed by the SLBAC comprised of five (5) members, three (3) appointed by Union and two (2) appointed by the Mayor.

Operating procedures, other than those set forth herein, may be adopted by the SLBAC subject to the approval by the Mayor.

No dispute regarding interpretation or application or administration of the sick leave bank shall be subject to the grievance/arbitration procedure and the decision of the SLBAC shall be final.

Employees may allocate up to twenty-five percent (25%) of accumulated sick leave days to the Sick Leave Bank upon their separation from employment.

All meetings and administrative matters shall be performed during non-working hours.

The above sick leave bank is established for and consists of the Local 1364 bargaining groups.

#### **ARTICLE 15 – JURY PAY**

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

#### **ARTICLE 16 – BEREAVEMENT LEAVE**

An employee covered by this contract shall be granted bereavement leave under the following conditions:

SECTION I: He shall submit proof of the relationship and death satisfactorily to the Director of Public Works, whereupon he shall be granted bereavement leave.

SECTION II: For the purpose of this section, leave with pay shall be granted on the death of husband, wife, mother, father, son, daughter, brother, sister, grandchild, grandfather, and grandmother of either the employee or his spouse; or any relative of the employee or his spouse who was actually living in the immediate household of the employee at the time of death or at the commencement of the final illness or accident.

In the event of death in the immediate family of an employee he will be granted leave with pay in the amount of three (3) working days and such leave will not be charged to sick leave or vacation leave.

SECTION III: The prior section notwithstanding, an employee shall be granted up to five (5) days bereavement leave with pay in the event of death of a spouse or child.

SECTION IV: In the instance of the death of a brother-in-law or sister-in-law of an employee, the employee shall be granted leave with pay in the amount of up to three (3) working days and such leave shall not be charged to sick leave or vacation leave.

The in-law referred to in the preceding sentence shall be; employee's sister's husband, employee's brother's wife, spouse's sister's husband and spouse's brother's wife.

SECTION V: In the event of the death of a son-in-law or daughter-in-law of an employee, the day of the funeral will be afforded to the employee as a bereavement day with pay.

#### **ARTICLE 17 – PALL BEARER LEAVE**

Any employee may request reasonable leave to serve as a pallbearer. The employee shall elect to take such leave without pay or may charge said leave to either sick leave or vacation leave.

#### **ARTICLE 18 – HEALTH AND WELFARE**

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

#### **ARTICLE 18A – DRUG TESTING**

All employees may be tested for drugs and alcohol use upon reasonable suspicion.

#### **ARTICLE 19 – UNIFORMS AND PROTECTIVE CLOTHING**

SECTION I: 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 except safety shoes; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, and laundering) shall be paid by the employer. All employees shall wear safety shoes while working.

SECTION II: The employer agrees to provide all material, equipment and tools to perform the duties assigned to the employees covered by this agreement.

SECTION III: The employer agrees to pay each employee an annual clothing allowance to be used toward purchase of safety shoes required to be worn, of Three Hundred (\$300.00) Dollars per year, payable in the third pay period of July.

#### **ARTICLE 20 – SAFETY COMMITTEE CODE**

A safety committee composed of four representatives of the Union and four supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices. It shall draw up a safety code which both parties to this agreement agree to enforce.

Said Committee shall also draw up guidelines for the provisions and utilization of safety equipment. Such rules and guidelines shall be implemented and followed.

## **ARTICLE 21 – GRIEVANCE AND ARBITRATION PROCEDURE**

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

STEP 1. The President and Grievance Chair, 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 and his knowledge of its occurrence the day of the event giving rise to the grievance shall be the first working day in computing days hereunder. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days. The Union shall notify the Director of Public Works, in writing, as to the identity of the President and Grievance Chair within thirty (30) calendar days of either or both appointments and any change(s) of the person(s) holding said positions.

STEP 2. If the grievance has not been settled, it shall be presented in writing by the said parties grieving to the Department Head within five (5) working days after the supervisor's response is due. The Department Head shall respond to the said parties grieving in writing within five (5) working days of receipt.

STEP 3. If the grievance still remains unadjusted, it shall be presented to the Mayor in writing by the said parties grieving within ten (10) working days. The Mayor or his/her designee shall meet with the parties and their representatives, if requested, and shall receive all evidence presented and shall respond to them within (10) working days. The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

STEP 4. If the grievance is still unsettled in accordance with the procedure prescribed in Step 3 of this Section, either party may, within fifteen (15) working days the after reply of the Mayor is due, by written notice to the other, take the case to arbitration. An arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

The authority of the Arbitrator shall be limited to the question or questions which are submitted. The Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement.

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

The expense for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. If either party desires verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records and makes copies available without charge to the other party and to the arbitrator.

SECTION II: No Employee of the Town shall leave his job to present, discuss or investigate a grievance without first obtaining the consent of his immediate supervisor and such consent shall not be unreasonably denied in light of the functions and duties of the particular employee and his department.

A grievance shall be considered adjusted upon failure to appeal the grievance from one step to another within the designated time limits prescribed in this procedure.

SECTION III: Union Grievance Committeemen and stewards may receive, discuss and handle grievances and may attend disciplinary meetings on the premises of the Town or elsewhere mutually agreed upon during working hours except where any such activities unreasonably interfere with their work. No deduction shall be made for regularly scheduled working time lost by Union Grievance Committeemen and stewards in performing their duties as provided in the Grievance Procedure and as provided for in prior sentence. No other business of the Union shall interfere with the regular duties of the Employees.

SECTION IV: It is agreed that the “immediate supervisor” shall mean and include the foreman on the job or one designated by the Department Head or his agent to act as foreman in the usual foreman’s absence.

SECTION V: Working days shall be defined as days when Town Hall is open for business.

## **ARTICLE 22 – SOLICITATION**

There shall be no solicitation of employees for Union membership or collection of Union dues during actual working hours. It is agreed that actual working hours shall not include lunch periods and rest periods.

## **ARTICLE 23 – SENIORITY**

SECTION I: Seniority shall be based upon the length of accumulated service in the employ of the Town since the last date of hiring, except as otherwise provided in this Agreement.

SECTION II: An Employee shall have no authority rights of any kind during the first One Hundred Eighty (180) days of employment. Upon completion of this probationary period, seniority shall accrue to said Employee beginning with the first day of employment by the Town.

SECTION III: All matters concerning layoffs and reemployment shall be subject to the provisions of Chapter 31 of the Massachusetts General Laws as amended and applicable under which seniority shall control layoffs and reemployment when the senior employees have the ability and qualifications for the job involved. An employee who has completed his probationary period and who is laid off for lack of work shall be given at least a five (5) working day written notice of layoff by the Town.

SECTION IV: Employees shall be considered by the Town for an available opening on the basis of their ability and qualifications to perform the job. Where such ability and qualifications are possessed by two or more interested employees, seniority shall control.

SECTION V: The principle of seniority within each classification shall govern and control in all cases of transfer, as well as preference in assignment to shift work and choice of vacation period. An employee, who wishes to exercise his seniority right in reference to his choice of a vacation period, shall request his desired vacation period at least sixty (60) days in advance, and in the event he fails to do so, other vacation requests shall be processed as received.

SECTION VI: The services of an Employee during any period of employment by the Town shall be disregarded and his seniority shall cease and terminates:

- a) If he resigns in writing;
- b) If he is discharged for just cause;
- c) If he does not return to work within fourteen (14) working days after the mailing by the Town by certified mail or a Notice of Recall sent to him at his correct address except for reasonable cause;
- d) If he is laid off for a period of time equal to his accumulated total seniority at the time of layoff but in no event to exceed three (3) years.

SECTION VII: The provisions of this Article are subject to Article 21 of this Agreement and Chapter 31 of the Massachusetts General Laws as amended and applicable.

#### **ARTICLE 24 – MISCELLANEOUS PROVISIONS**

SECTION I: Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for the notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

SECTION II: Should any provision of this agreement be found to be in violation of any Federal or State Law, or 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.

SECTION III: Previous Privilege – Any benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between parties.

SECTION IV: Access to Premises – The employer agrees to permit representatives of the American Federation of State, County and Municipal Employees AFL-CIO and/or Council #93, and/or Local #1364 to enter the premises at any time for individual discussions 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 and only after determining with the Department Head or his assistant what time would be the most suitable.

SECTION V: Each employee covered by this agreement shall be supplied a copy of the agreement by the Town.

SECTION VI: The Town recognizes the provisions of the Fair Labor Standards Act and agrees to include longevity into the base rate for the purposes of computing overtime, for so long as required by law.

SECTION VII: Posting vacancies will be posted in each department yard.

SECTION VIII: Employees may not use cell phones during work time for personal business, except during designated break periods.

### **ARTICLE 25 – CLASSIFICATIONS AND PAY RATES**

In this agreement and made a part of its Appendix A and Appendix B shall be the agreed upon Classification and Ordinances. It shall list all positions covered by this agreement by title along with the wages for each person.

An employee who holds a valid Full Massachusetts Operator of Drinking Water Supply Facilities Certification T1, T2, or T3 (or higher) for an entire fiscal year will receive a lump sum payment of \$200, \$400 or \$600 respectively to be paid in the following fiscal year.

The Water Treatment Plant Foreman is required to maintain, at a minimum, a valid Full T2 license. Said foreman shall receive an annual stipend of \$500 so long as he/she holds said license for the entire prior fiscal year. The Town agrees to pay for the cost of maintaining said license. Any other foreman who holds said license will also receive the annual stipend and the Town will pay for the cost of maintaining said license.

An employee who holds a valid Full Massachusetts Operator of Drinking Water Supply Facilities Certification D1, D2, D3 (or higher) for an entire fiscal year will receive a lump sum payment of \$200, \$400 or \$600 respectively to be paid in the following fiscal year.

The Water Distribution Foreman is required to maintain, at a minimum, a valid Full D3 license. Said foreman shall receive an annual stipend of \$500 so long as he/she holds said license for the entire prior fiscal year. The Town agrees to pay for the cost of maintaining said license. Any other foreman who holds said license will also receive the annual stipend and the Town will pay for the cost of maintaining said license.

An employee who holds a valid CDL Classification B or higher license and a hoisting license shall receive an annual stipend of \$200 so long as he/she holds both licenses for the entire fiscal year.

Foremen and Fleet Maintenance Foreman are required to hold at least four (4) valid ASE Certifications in and of the following: Medium/Heavy Truck T1 Gasoline Engines, T2 Diesel Engines, T3 Drive Train, T4 Brakes, T5 Suspension and Steering or T6 Electrical / Electronic Systems. Foreman shall receive an annual stipend of \$500 so long as he/she holds the required ASE Certifications for the entire prior fiscal year. The Town agrees to pay for the cost of maintaining said license.

The Union agrees that the Town may implement bi-weekly paychecks at the same time that bi-weekly paychecks are implemented for the other Town bargaining units.

All bargaining unit members are required to receive their compensation through direct deposit at the same time that direct deposit is implemented for the other Town bargaining units.

### **ARTICLE 26 – DURATION**

SECTION I:           Effective Date: This Agreement shall be in full force and effect from July 1, 2017, to and including June 30, 2020.

SECTION II:           Termination: This agreement will remain in effect for the balance of the above stated period in Section I herein. At the end of that period, 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 the termination date herein agreed.

SECTION III:           Renewal: Should neither party to this agreement send a notice of termination as described in Section, II, of this agreement will be considered to have been automatically renewed for another fiscal year.

SECTION IV:           Changes: Should either party to this agreement which to inaugurate collective bargaining discussions over changes they may wish to introduce into 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 the termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude the Union from modifying any previous proposals during the course of the negotiations.

### **ARTICLE 27 – LONGEVITY**

In addition to the compensation provided for in the Compensation Plan, there shall be paid as Longevity Pay the following amounts:

Effective January 1, 2006, the longevity shall be paid in the following amount:

- a)       As of January 1st of each year for 15 years of continuous full time service - \$500
- b)       As of January 1st of each year for 20 years of continuous full time service - \$1,000.00

Longevity shall continue to be paid during the 1st week of January of each year.

Effective July 1, 2015, the longevity benefits above shall be rolled into the salary schedule as new longevity steps. In order to reach said steps, employees must meet the continuous years of service requirements above. Employees will be placed on the appropriate step on their anniversary date.

**ARTICLE 28 – UNION BUSINESS LEAVE**

Members of the Union as may be elected or designated as delegates to represent the Union shall be granted leave from their work, with no loss of pay, under the following terms and conditions during the terms of this agreement.

- 1) It is understood and agreed that although they may be paid for Union Business Leave, they are not to be considered as being within the scope of their employment while traveling to, attending or returning from any convention.
- 2) The only conventions covered in this Article are those hereinafter listed and only the number of employees listed below may receive the benefits of the said Article and only for the time period listed below:

An employee elected by Local 1364 as a delegate or an alternate (limited to a total of two employees) shall be entitled to time off to attend the following:

- 1) Two days each annually to attend the AFSCME Council 93 AFL-CIO Annual State Convention; and
- 2) Three days each every other year to attend the AFSCME National Convention.

A delegate or alternate requesting time to attend either or both of the above conventions shall upon return submit evidence satisfactory to the Director that he/she did attend the convention.

**ARTICLE 29 – PROMOTIONAL TRAINING PROGRAMS**

The parties agree that in-service promotional opportunities should be fostered. To make such a policy effective, the parties agree to cooperate in establishing in-service training programs to improve the present capabilities of employees and to qualify them advancement.

The Union shall designate a committee of four (4) employees whose wages and conditions of employment are covered under the terms of this agreement, which committee shall meet from time to time with representatives of the Town, at the request of either party, to discuss and incorporate such agreed upon programs for implementation.

**ARTICLE 30 – HEALTH AND LIFE INSURANCE**

Percentage of premium payments by employees and Town:

	Employee	Town
PPO	40%	60%
HMO	25%	75%

The Town shall have the right to purchase said group insurance's from such providers and for such premiums as its deems to be in the best interest of the Town and its employees, so long as there is no change in the benefits provided under said insurance coverage.

The Town shall comply with existing Massachusetts law regarding the provisions of the same benefits to employee if a new insurance carrier or administrator is retained by the Town.

### **ARTICLE 31 – WORKING OUT OF GRADE**

When an employee is assigned by the appropriate supervisor to perform work in any higher classification in the Town Classification Plan, he should be paid the higher classification wage for the time he performs such duties, or for one hour, whichever is greater.

### **ARTICLE 32 – MILEAGE ALLOWANCE**

Employee shall be reimbursed as allowed by Town Ordinances which equals to 80% of the Federal rate rendered to the nearest cent.

### **ARTICLE 33 – ANNUAL STEP RAISES**

The employer agrees that each employee will receive a step raise between Step 1 through Step 3 of the classification within the first pay period following the employee's anniversary date of promotion; provided the employee's performance in the preceding year has been deemed adequate or better by the Director of Public Works.

### **ARTICLE 34 – PERSONAL DAYS**

Effective July 1, 2014, personal days shall be credited on a calendar year basis and personal days shall be credited as follow: On July 1, 2014, Employees shall be credited with two (2) personal days which must be used prior to January 1, 2015. On January 1, 2015, Employees shall be credited with three (3) personal days for use in the calendar year. Thereafter, Employees shall be credited with three (3) personal days on January 1st of each year. Employees must provide 24 hours prior notice to employer of intent to use a personal day.

### **ARTICLE 35 – PERFORMANCE EVALUATIONS**

Employees shall be evaluated at least once annually pursuant to the negotiated evaluation instrument.

### **ARTICLE 36 – LICENSE FEES**

In the event the Town requires an employee to obtain or maintain a special license by the Registry of Motor Vehicles, he shall be reimbursed for the out of pocket cost of license, and in the case of a CDL or similar license, the amount of reimbursement will be the difference between the cost of that license fee and his Class I license.

If the Director determines a license is or will be beneficial to the operation of the department, he/she may require one or more foremen to obtain the license or if the license is already maintained by a member of the unit he/she shall pay the fee for obtaining and maintaining the license as long as in his/her determination it is in the interests of the department.

### **ARTICLE 37 – STATUTORY LEAVE**

The Town shall offer leave in accordance with the requirements of the Family and Medical Leave Act (FMLA), Domestic Violence Leave Act (DVLA), Small Necessities Leave Act (SNLA), and the Parental Leave Act (PLA) provided the employee is eligible for leave pursuant to said laws.

### **ARTICLE 38 – VEHICLE MONITORING**

SECTION I: The Union agrees to the installation and activation of a global positioning system (GPS) in any or all Town- owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to Town residents.

SECTION II: It is understood that disciplinary actions against and excessive monitoring of Town employees is neither the primary purpose, nor the intended result of the implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the just cause standard.

SECTION III: It is agreed that a “Chain of Command” shall be followed. Specifically, whoever is monitoring the GPS information shall contact the Director of the Department of Public Works whenever a question or concern is triggered by GPS. Further, the Director of the Department of Public Works shall have the sole responsibility to make the initial determination as to whether an Employee’s activity, which has been identified via GPS technology, is appropriate or not.

SECTION IV: The use of GPS is not intended to result in any reduction in the bargaining unit. The Town shall not seek to eliminate positions, specifically as a result of the use of GPS.

SECTION V: The Union shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the Town is utilizing a longer time period for purposes of the discipline in which case the Union will be entitled to the reports generated within the applicable time period.

SECTION VI: Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.

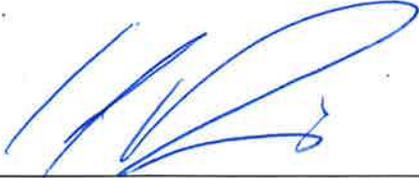
SECTION VII: The Town agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

SECTION VIII: The Town and Union agree that written authorization is required for an employee to work outside of the boundaries of the town of West Springfield.

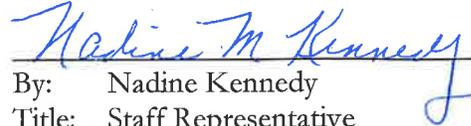
This Agreement entered into this 8<sup>th</sup> day of November, 2017.

TOWN OF WEST SPRINGFIELD

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL  
EMPLOYEES AFL-CIO STATE  
COUNCIL 93 LOCAL #1364



By: William C. Reichelt  
Title: Mayor



By: Nadine Kennedy  
Title: Staff Representative



By: Richard Barba  
President

By:  
Title:

## APPENDIX A – ABOLISHMENT OF CIVIL SERVICE LAW

If, during the life of this agreement, the civil service law is abolished by legislative action or through home rule petition, the pertinent provisions of employee coverage that are no longer applicable by such abolition shall be replaced by the following:

### FOR ALL PERMANENT CIVIL SERVICE MEMBERS AND/OR LABOR SERVICE MEMBERS:

The Town will apply M.G.L. c. 31 to all members of the Association who have permanent civil service at the time of the elimination of civil service and/or labor service status, and such grandfathered status under M.G.L. c. 31 will continue to apply throughout the period of the employee's continuous employment with the Town as a member of the Union. In regard to disciplinary actions, such members may choose to file a demand for arbitration or an appeal to the Civil Service Commission. Such determination must be made after receipt of the appointing authority's decision after hearing. In addition, members separated from positions under M.G.L. c. 31, §39 shall be reinstated after being given written notice by first class mail.

### FOR ALL NON-CIVIL SERVICE MEMBERS (NOTE: LABOR SERVICE POSITIONS SHALL CONTINUE TO BE COVERED BY THE LABOR SERVICE RULES AND THE FOLLOWING PROVISIONS SHALL NOT APPLY):

Just cause, notice, hearing, decision, appeal: After the completion of a nine-month probationary period, no member shall be discharged, removed, suspended, laid off, involuntarily transferred, reduced in rank or compensation, nor his/her position be abolished except for just cause. Prior to being discharged, removed, suspended for a period of more than five (5) days, laid off, or reduced in rank or compensation, the member will be given a hearing before the appointing authority or its designee after being provided with a written notice of the time and place of such hearing and the action contemplated and the specific reason or reasons for such action at least three (3) business days prior to the holding thereof, except that if the action contemplated is a layoff because of lack of work, lack of money, or abolition of position, the member shall be given at least seven (7) business days prior notice. Within seven (7) business days after the completion of the hearing, the member shall be given a written notice of the decision, which shall state fully and specifically the reasons therefore. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Suspensions of five (5) days or less: A member may be suspended for just cause for a period of five (5) days or less by the appointing authority or its designee without a hearing prior to such suspension. Within twenty-four (24) business hours after imposing a suspension under this paragraph, the member suspended shall be provided with a written notice stating the specific reason or reasons for the suspension. Within forty-eight (48) business hours after receipt of such notice, the member may file a written request for a hearing before the appointing authority on the question of whether there was just cause for the suspension. If such request is filed, the member shall be given a hearing before the appointing authority or its designee within five (5) business days after receipt by the appointing authority of such request. Whenever such hearing is given, the appointing authority shall give the member suspended a written notice of his/her decision within seven (7) business days after the

hearing. Thereafter, the member may, within ten (10) working days after said action has been taken, request binding arbitration in accordance with the grievance and arbitration procedure contained in this Agreement.

Probationary period: Each employee will serve a nine-month probationary period, during which demotions, suspensions, and/or discharges are not subject to the grievance and arbitration procedure.

Reduction in Force: The following language shall be added:

In the event that a reduction in the number of employees covered by this agreement is deemed necessary by the Town, it shall so advise the Union and meet and confer with the Union. The layoff procedure set forth below will be utilized to affect the reduction in all cases, except where the parties may otherwise agree.

- A. Non-civil service employees shall be laid off before any permanent civil service employees. Labor service employees who have not completed the six (6) month probationary period shall be laid off before any labor service employees who have completed the probationary period. The following considerations shall be used to determine the order of layoff for non-civil service employees and labor service employees who have completed the applicable probationary period:
  1. Length of service computed from the date of initial employment by the Town as a bargaining unit employee.
  2. Knowledge, training, ability, skill and performance evaluation.
  3. Licenses; and
  4. Leadership qualities.

Where factors (2), (3), and (4) are relatively equal, non-civil service employees and labor service employees who have completed the applicable probationary period shall be laid off in the inverse order of their seniority as computed from the initial date of employment by the Town as a bargaining unit employee.

- B. If after all non-civil service employees are laid off, additional layoffs are still necessary, permanent civil service employees will be laid off in the inverse order of their seniority if all of the above factors are relatively equal.
- C. To the extent practical, normal attrition will be used to accomplish any reduction in the work force. That is, employees who die, resign, or retire will not be replaced by new employees if there are permanent civil service employees laid off. When permanent civil service employees are laid off, the Town agrees not to hire any new employees to fill permanent vacancies to which a laid off permanent civil service employee may be qualified and available for recall.
- D. If an employee becomes separated from their position because of lack of work or lack of money or abolition of position, their name shall be placed by the Town on a re-employment list according to seniority.

E. In the event that a court or administrative agency of competent jurisdiction determines that any of the foregoing sections of this Article are contrary to state law, the remaining sections shall remain in full force and effect.

Vacancies: The following language shall be added to the Seniority Article: Permanent civil service employees shall have preference over non-civil service employees for purposes of promotional appointments as defined above. Labor service employee who have completed the six (6) month probationary period shall have preference over labor service employees who have not completed the six (6) month probationary period for purposes of promotional appointments as defined above.

The Town agrees to file a home rule petition to eliminate civil service. Said petition shall not include the elimination of labor service. The Union agrees to provide a letter in support of said petition.

Effective upon the removal of Civil Service, the 15 year step and the 20 year step shall be increased by \$1,000, which shall be converted to an hourly amount.

**DPW FOREMAN PAY SCALE (HOURLY)**

<b>FY2018 (2% Increase)</b>						
GRADE	MIN	II	III	MAX	MAX +15 yrs	MAX +20 yrs
W-8		24.6159	26.2963	27.2290	27.4797	27.7304

<b>FY2019 (2% Increase)</b>						
GRADE	MIN	II	III	New MAX	New MAX +15 yrs	New MAX +20 yrs
W-8		25.1082	26.8222	27.7736	28.0293	28.2850

<b>FY2020 (2% Increase)</b>						
GRADE	MIN	II	III	New MAX	New MAX +15 yrs	New MAX +20 yrs
W-8		25.6104	27.3586	28.3291	28.5899	28.8507