

*Original #1 of 2*

**AGREEMENT**

*Between*

**THE TOWN OF HANOVER**

*and*

**AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO**

**THE HANOVER DEPARTMENT OF PUBLIC WORKS EMPLOYEES**

**July 1, 2011 - June 30, 2014**

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AGREEMENT BETWEEN THE TOWN OF HANOVER AND  
AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO  
[THE HANOVER DEPARTMENT OF PUBLIC WORKS EMPLOYEES]

This Agreement, and any such other Agreements entered into to supplement or amend this Agreement, by and between the Town of Hanover, hereinafter called "the Town" or "the Municipal Employer", and AFSCME, Council 93, Local 1700, AFL-CIO, hereinafter called "the Union".

None of the rights, powers, or responsibilities of the Town as herein set forth shall be construed so as to derogate from the rights, powers and responsibilities of the Town, or Town Manager as set forth in Town Manager Act.

**WITNESSETH:**

WHEREAS, the well-being of the employees covered by this Agreement, and the efficient and economic operation of the Department of Public Works requires that an orderly and constructive relationship be maintained between the parties; and

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and said Department; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE I  
RECOGNITION

For the purposes of Collective Bargaining with respect to wages, hours, standards of productivity and performance, and other terms and conditions of employment subject to negotiations pursuant to the General Laws of the Commonwealth of Massachusetts, the Town recognizes the Union as the sole and exclusive bargaining representative of the following employees:

All Full-time, Regular Part-time, and temporary employees of the Town of Hanover Public Works Department, including all employees of the Highway, Cemetery, Water, Tree, Public Grounds, Transfer Station, and Clerical Division, but excluding the Superintendent, all Personnel By-law 20A-20B positions, all confidential and managerial employees, and all other employees.

Part-year employees who, during the calendar year immediately preceding any fiscal year covered by this Agreement, are employed for a minimum of forty (40) hours in each of at least twenty-six (26) consecutive weeks, shall be entitled to receive the appropriate hourly wage set forth herein for all hours worked during the fiscal year covered by this Agreement, and shall be entitled to Sick Leave, Vacation, and Holiday benefits pursuant to Article IX, Section 2.

ARTICLE II  
EMPLOYEE RIGHTS AND OBLIGATIONS

Employees covered by this Agreement shall have, and shall be protected in the exercise of, the right to form, join, or assist, freely and without fear of penalty or reprisal, the Union; to act in the capacity of a Union representative; to present the views and positions of the Union to the public, to officials of the Town and the Department, to members of the Board of Selectmen of the Town of Hanover, the Public Works Commission or the general public, or to any other appropriate authority or official; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion, and from any discrimination in regard to tenure, promotion, or other conditions of employment.

Employees shall be allowed access to their personnel folder to review its contents, upon written request to the "keeper of the records", setting a mutual agreed upon time for review. A copy of any document put into the employee's personnel folder shall be given to the affected employee at the time it is put into the folder.

ARTICLE III  
MANAGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all statutory and non-statutory rights, powers, and authority to manage and to direct the working forces of the Town's Public Works Department, including, without limiting the generality of the foregoing, the right to issue and enforce rules and regulations, to hire, discipline, suspend, discharge for proper cause, promote, demote, or transfer, to make work assignments, to determine the time and length of work shifts, to determine the nature scope and manner of performance of job duties, the right to relieve employees from duty for lack of work or for other legislative reasons.

The above rights, powers and authority are inherent in the Town, and are not subject to review or determination on any grievance or arbitration procedure except where such rights, powers and authority are specifically limited by provisions of this Agreement, and by the laws of the Commonwealth of Massachusetts.

ARTICLE IV  
GRIEVANCE AND ARBITRATION PROCEDURE

In the event of a grievance between the employees and the Town, representatives of the Union and the Town agree to make prompt and earnest efforts to settle the matter and, to the extent possible, all grievances shall be processed during non-working time.

**Section 1. Definition:**

The term "grievance" shall mean an alleged direct violation of a specific term or provision of this agreement.

The term "day" shall mean a working day excluding Saturdays, Sundays and Holidays.

**Section 2. Grievances shall be processed as follows:**

Step 1. The employee, with a Union representative, shall present the grievance orally to the employee's immediate superior outside of the bargaining unit, or to the person in charge, if other than such superior, within ten (10) days after knowledge or reason to know of the occurrence or failure of occurrence of the incident upon which the grievance is based, who shall attempt to address the grievance informally and shall provide a verbal response within 48 hours. If the Deputy Superintendent of Public Works is on vacation or out of work on sick leave, then a response will be given within two (2) weeks. If an adjustment or settlement is agreed upon, it shall be put in writing.



The first step may be omitted by mutual agreement.

Step 2. If the grievance is not settled at Step 1, it shall be presented in writing within ten (10) days to the Director of Public Works. The Director of Public Works will arrange to meet with the grievant and union representative, if so requested, within five (5) days. If unable to informally settle the matter, he/she shall give a written answer within five (5) days of meeting.

Step 3. If the grievance is not resolved at Step 2, it may be submitted in writing within ten (10) days of the Step 2 response, to the Town Manager. The Town Manager shall give his/her written answer within fifteen (15) days following the conclusion of a hearing, if so requested, or the receipt of the appeal.

Step 4. If the grievance is not resolved at Step 3, it may be submitted in writing within ten (10) days of the Step 3 response, to the Town's Board of Selectmen after receipt of said written reply from the Town Manager. The Board of Selectmen may or may not give its written answer within fifteen (15) days following the conclusion of a hearing, if so requested, or the receipt of the appeal.

Step 5. If the grievance is not resolved at Step 4, the Union, not an individual employee, and the Town Manager, may in any instance submit the grievance to arbitration. Such submission must be made within, or up to, thirty (30) days after Step 4, and written notice of said submission shall be given to the opposing party by delivery in hand or by mail, postage prepaid.

The arbitrator shall be selected by the mutual agreement of the parties, or absent agreement, either party may submit the grievance to arbitration under the auspices of the American Arbitration Association; the arbitrator will be selected from a panel supplied by the American Arbitration Association, and the hearing shall be conducted pursuant to its Voluntary Rules.

### Section 3.

Written submissions of grievances at all steps shall be in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievances. If the grievance is adjusted, the adjustment shall be noted on the grievance form and shall be signed by the Town representative(s), as the case may be, and the Union representative(s) reaching the adjustment.

### Section 4.

Failure of the Town to answer an appeal within the time limits specified shall mean the appeal may be taken to the next step immediately. Failure of the Union to proceed to the next step of the grievance within the time limits specified shall be reason to deem the grievance null and void.

All time limits may be shortened or extended by mutual agreement.

The Union shall have the right to have a representative present in all grievance hearings and shall be given adequate notice of all grievance hearings.

### Section 5.

The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this Agreement, or which recommends a right or relief for any period of time prior to ten (10) days immediately preceding the filing of the grievance, or which modifies or abridges the rights and prerogatives of municipal management under this Agreement.

### Section 6.

In the event any arbitration hearing is scheduled during working hours, employee witnesses called by either party shall not suffer any loss in pay by reason of their attendance at such hearing. The Union agrees to limit its witnesses to a reasonable number, and that the provisions of this Section shall not be abused.

ARTICLE V  
NO-STRIKE CLAUSE

**Section 1.**

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic, or otherwise), work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

**Section 2.**

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services, and to return to work forthwith.

**Section 3.**

In consideration of the performance by the Union of this obligation under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

**Section 4.**

The Town may impose disciplinary action, including discharge, upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures.

ARTICLE VI  
HOLIDAYS

Employees covered by this Agreement shall be paid for each of the following holidays which fall on or are observed on a regularly scheduled work day. Should a regular employee be required to work on said holidays, that employee shall receive an additional day and one-half pay.

New Year's Day	Independence Day
Presidents' Day	Labor Day
Martin Luther King Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	

In the event any of these days fall on a Saturday, the previous Friday shall be observed as a holiday. If any of these days fall on a Sunday, the following Monday shall be treated as a holiday.

If an employee is required to work New Year's day, Memorial Day, July 4th, Labor Day, Thanksgiving Day or Christmas Day double time his/her regular rate for all hours worked shall be paid.

Transfer Station employees will have the Sunday, commonly referred to as Easter Sunday considered a holiday in lieu of Thanksgiving Day.



ARTICLE VII  
HOURS OF WORK - OVERTIME

**Section 1.**

This Article is intended to provide the basis for the calculation of overtime pay, and all payments are to conform to the Fair Labor Standards Act and shall not be construed as limiting or determining the nature of any shift arrangements, or the day or hour on which any particular employee shall begin or end work, or as a restriction on the Town's right to require work in excess of any specified periods.

**Section 2.**

The normal work week of all production employees shall consist of forty (40) hours of five (5) consecutive days. The normal work day shall consist of eight (8) hours within a twenty-four (24) hour period, beginning with the time that an employee shall be scheduled to work a shift with regular starting and quitting times. The normal hours of work each day shall be consecutive.

**Section 3.**

The normal work week of all clerical employees shall consist of thirty-five (35) hours of five (5) consecutive days. The normal work day shall consist of seven (7) hours within a twenty-four (24) hour period, beginning with the time that an employee shall be scheduled to work a shift with regular starting and quitting times. The normal hours of work each day shall be consecutive, except for interruptions for meal periods.

**Section 4.**

The current practice as to daily meal periods and coffee breaks will be maintained, i.e., all production and clerical employees shall receive one fifteen (15) minute break in the morning, one fifteen (15) minute break in the afternoon, and a lunch break as presently practiced. In divisions where it is feasible, a paid meal break to be taken on the job site, not to exceed 30 minutes.

The Town will compensate an employee who has completed 6 consecutive hours of unscheduled overtime, and each 6 hours thereafter, \$10.00 for meal expenses.

**Section 5.**

Overtime shall be paid at the rate of time and one-half for hours worked beyond an employee's "normal" work week. Clerical employees 35 hours. Production employees 40 hours.

**Section 6.**

If an employee is recalled, or scheduled to work after completion of his/her regular day's work he shall be paid a minimum guarantee of Four (4) hours at the rate of one and one-half (1-1/2) times his/her regular hourly rate of pay. During this period of call-back or scheduled work, the management reserves the right to keep the employee on the job for the above mentioned periods.

An employee who is on sick leave will not be eligible for call-back until his/her next regularly scheduled work day, unless specifically authorized by the Department Head.

All call-back situations must be approved by the Division Supervisor or his designated agent.

Time and one-half (1 ½) shall be paid for all hours worked immediately prior to an employee's regular starting time (a call-in early), but there shall be no minimum number of hours guaranteed.

**Section 7.**

There shall be no duplication or pyramiding of overtime payments.

The Town will distribute overtime as equitable as practicable by division with the understanding that overtime will first be offered to those individuals who normally perform such services during the regular work day and with

the further understanding that the Town may distribute overtime in a manner which the Town determines will allow the overtime services to be performed as efficiently as possible. Reasonable notice shall be given to any employee who is expected to work unscheduled overtime hours.

The Town will maintain and post a list of all overtime hours worked by each employee to facilitate the equitable distribution of overtime pursuant to this Section. An employee refusing voluntary overtime shall not have his name removed from the overtime list, but any such refusal shall be recorded as overtime actually worked for purposes of determining the equitable distribution of overtime to such an employee.

#### Section 8.

Except in cases of emergency, no one outside the Bargaining Unit shall perform work normally done by employees within the Bargaining Unit for the sole purpose of avoiding the payment of overtime. This clause shall not preclude the Town from utilizing personnel or firms outside the bargaining unit to complete tasks normally done after hours where the Town has determined that there are insufficient qualified personnel in the bargaining unit who are willing to complete the task in a timely manner.

#### Section 9. Standby

The Highway/Public Grounds group, Water Treatment Division, and Water Distribution Division shall each have a weekly standby employee.

Standby shall mean responding to and being able to physically respond within 30 minutes of the call back. A beeper or cell phone supplied by the Town shall be worn or be reasonably close at hand during this time.

Eligibility for standby and responsibilities shall be based on criteria determined by the Director of Public Works.

Standby duty shall cover the period of 3:00 PM Friday through 7:00 AM the following Friday. Standby duty shall be rotated amongst those employees deemed qualified.

Employees shall be compensated a stipend equal to ten (10) hours at the rate of time and a half (1 ½) their regular rate of pay.

The compensation for the first call back of each standby period shall be included in the standby stipend provided the employee is not required to work more than four (4) hours. If the employee works more than four (4) hours, he shall be compensated for all hours worked beyond the four (4) hour minimum at the rate of time and a half.

#### Section 10. 16-hour rule

Any employee who works sixteen (16) or more consecutive hours (which may be made up of regular and/or overtime hours) shall be paid at the rate of time and a half (1 ½) their regular rate of pay for all consecutive hours in excess of sixteen (16) hours, inclusive of their regular shift for all hours actually worked.

### ARTICLE VIII SICK LEAVE

#### Section I.

Sick leave shall be at the rate of one and one-quarter (1-1/4) days per completed month of full-time employment, accumulating to two hundred and fifty (250) working days. Employees hired on or after July 1, 2011, shall accumulate sick leave to a maximum of two hundred (200) working days. After missing 4 consecutive work days the department head may, at his discretion, require a statement from the employee's physician, such statement to state the nature of the employee's illness and its expected duration, or, if felt warranted by the department head, he may require a certificate from a duly licensed physician designated by him.

In order for sick leave to be credited to the employee, the employee must notify the Public Works Department on the first day of his absence. An employee must report his/her absence to his/her Supervisor or designee within the time period of fifteen (15) minutes before to fifteen (15) minutes after the beginning of scheduled working time. This notification must be reported by the employee, his family or physician. The person in charge of the



employee's division shall be the proper person to receive said notification.

Up to five (5) days pay for full-time employees and two (2) days sick pay for part-time employees (working 20 hours or more per week) shall be allowed for purposes of taking care of a sick spouse, child, or parent in the family as long as the employee has accumulated the sick time. The Superintendent is to be notified and it will be at his sole discretion if a doctor's note will be required.

## Section 2.

An employee who is injured within the scope of his/her employment, and who is receiving Worker's Compensation benefits or other comparable benefits, may elect to be paid his/her accrued sick leave to make up the difference between his/her compensation benefits and his/her average net weekly wage, exclusive of any overtime compensation for the 52 weeks immediately preceding the injury. Said supplemental weekly payments shall be charged to sick leave, and shall be discontinued when sick leave benefits have been used up. In the situation where all sick leave benefits have been used up, then the Town agrees to allow the employee to use his/her unused vacation time to continue said supplemental weekly payments. This practice can continue for up to 3 months after the date of return from Workers Compensation with a maximum usage of 5 vacation days. Use of more than 5 vacation days (after sick leave days have been used up) may be allowed at the discretion of management.

## Section 3.

Upon death, or normal retirement directly into the Plymouth County Retirement system, as verified by the County Treasurer, or a Selectmen approved Retirement Plan, any eligible employee covered by this contract, or his/her estate, shall be paid a sick leave buy-back as follows;

- for 0 - 25 years of service an amount of money equal to not more than fifty percent (50%) of his/her unused sick leave, up to a maximum of seventy five (75) days.
- for 25 or more years of service an amount of money equal to not more than seventy five (75%) of his/her unused sick leave, up to a maximum of 113 days.

Each day's sick leave shall be computed as one-fifth (1/5) of such employee's regular weekly compensation at the time of his retirement or death. Sick Leave Buyback will be paid within 30 days of death or normal retirement.

For employees whose start date is on or after July 1, 1996, a total sick leave buyback cap of \$7,500 shall exist. Also, for employees hired on or after that date, a divisor of 365 will be used for purposes of calculating the sick leave buyback, and the buyback will be limited to 50% of unused sick leave up to a maximum of 75 days that can be bought back. Employees who are either terminated or who resign under the threat of termination, shall not be entitled to this benefit.

Employees whose start date is on or after July 1, 2011, shall not be eligible for any sick leave buy back.

## Section 4.

In the event of an employee's death, whether on or off the job, the estate will be paid five thousand dollars (\$5,000.) in addition to the sick leave buy back plan set forth above. If the Town is successful in purchasing a life insurance policy for an amount equal or greater than \$5000 on your behalf, then this policy will replace the above-mentioned \$5000 benefit.

## Section 5.

An employee may, at his/her option, use sick leave, towards Family Medical leave under FMLA.



ARTICLE IX  
WAGES AND COMPENSATION

**Section 1.**

The basic salary schedule for employees subject to this Agreement is set forth in Appendix A.

It is understood that any changes in job classifications of the Personnel By-law made by an Annual Town Meeting, shall have no impact upon the same classifications covered by this Agreement unless agreed upon by the Town and the Union, provided, however, nothing herein shall limit the Town's right to abolish a position under this Agreement for reasons of economy, or otherwise.

**Section 2.**

Part-time employees shall receive all benefits of full time employees pro rated to hours worked. However, intermittent and temporary employees working less than twenty-six (26) consecutive forty (40) hour weeks in any contract year, shall not be covered by the terms of this Agreement.

Permanent part-time employees who work 52 weeks a year, at least 20 hours a week, shall receive pro-rated sick leave, vacation, and clothing allowance benefits.

**Section 3.**

All step increases shall be upon the written recommendation of the Director of Public Works and with approval of the Personnel Administrator. Recommendations for step increases will be for effective dates relating to the individual's anniversary date. Denial of step increases shall be subject to the grievance and arbitration procedures contained herein, and shall not be unreasonably withheld absent a showing of just cause by the Town.

A shift differential of \$15.00 per 8 hour shift, or paid at \$1.88 per hour, will be paid to Water division and Transfer Station employees working beyond 6:00 PM and weekends.

**Service Award**

An annual salary adjustment for FY 2012 shall be made according to the following schedule:

5 through 9 years.....	\$ 500
10 through 14 years.....	\$ 700
15 through 19 years .....	\$1,400
20-24 years.....	\$1,900
25 + years .....	\$2,700

An annual salary adjustment for FY 2013 shall be made according to the following schedule:

5 through 9 years.....	\$ 600
10 through 14 years.....	\$ 800
15 through 19 years .....	\$1,500
20-24 years.....	\$2,000
25 + years .....	\$2,800

An annual salary adjustment for FY 2014 shall be made according to the following schedule:

5 through 9 years.....	\$ 700
10 through 14 years.....	\$ 900
15 through 19 years .....	\$1,600
20-24 years.....	\$2,100
25 + years .....	\$2,900

These payments shall be paid and calculated on an hourly basis in accordance with FLSA.

Section 4. Subject to assignment, employees working in a higher classification for 4 or more consecutive hours in the same day shall be paid the higher rate. When assigned to Forman, in the absence of a Forman, the most senior qualified employee in that division shall be appointed acting foreman at the next higher rate or the P-6, Step 1 schedule, whichever is applicable. If an employee is assigned to the position of Administrative Assistant, in the absence of the Administrative Assistant, that employee will be compensated for the additional duties.

Section 5. An employee may take some or all of his/her overtime earned as "comptime" in accordance with FLSA unless the Town exercises its option to pay for such worked time in accordance with FLSA.

Section 6. Only payments or any other form of remuneration stated in this agreement will be honored as payments by the Town. No other payment or arrangements shall be allowed.

#### ARTICLE X UNION COMMITTEES

The Town agrees to and does recognize division representatives of the Union in number not more than (1) in each division of the Department of Public Works.

The Union shall forthwith, upon execution of this Agreement, provide the Board of Selectmen, the Town Manager and the Director of Public Works with a list of its elected officers, members of its Bargaining and Grievance Committees, division representatives, and the membership of other Committees referred to in this Agreement, if any, and shall keep such lists updated.

ARTICLE XI  
LEAVES OF ABSENCE

**Section 1. Jury Duty - Witness Leave**

An employee called for Jury Duty, or summonsed to appear in Court as a witness on behalf of the Town, 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, if any, excluding allowance for travel.

**Section 2. Bereavement Leave**

All employees will be entitled to 4 consecutive working days off without loss of pay in the event of death in the immediate family of said employee; namely, husband, wife, child, mother, father, brother, sister, mother/father-in-law, step-mother, step-father or grandparents of said employee. Additional days, due to extenuating circumstances, may be allowed at the discretion of the Superintendent. Other members of the employee's household may qualify as members of the employee's immediate family with the approval of the Superintendent. 2 days of bereavement shall be granted for the death of Aunt/Uncle, Grandparent/in-law, brother/sister-in-law.

In the event that the internment of, or memorial service for, any of the above named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer two (2) days to a later date.

**Section 3. Military Leave**

Employees with more than one year continuous employment by the Town next prior to the time of performing the service herein referred to, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for the normal working period of two weeks and the amount paid for military training. An employee, on written approval, may combine his military leave with his regular vacation period. In order to receive this difference from the Town, the employee must first file copies of his military pay vouchers with the Town Accountant's office.

**Section 4. Personal Leave**

Up to three days for personal business is allowed annually. The employee will provide 12 hour notification which may be waived by management in case of emergency. Such waiver will not be subject to grievance.

**Section 5. General Leave**

General leaves of absence, with or without compensation, and upon such other conditions as may be deemed appropriate, may be approved by the Town Manager or Personnel Administrator upon the written recommendation of the Director of Public Works.



ARTICLE XII  
VACATIONS

An employee shall be entitled to an annual paid vacation. The time for taking them shall be determined by the department head. Vacation period shall be determined as follows: During open sign-up for vacation, seniority shall be the primary factor in allotting vacation, otherwise order of application will apply. Such allocation of vacation of is subject to reasonable management consent at the time of vacation assignment. For other vacation leave, 24 hours minimum notification for a vacation day with approval of department head is required. All such vacation assignments are subject to reasonable management consent.

- A. Employees with less than 20 weeks employment will be entitled to vacation on a "pro-rated" basis.
- B. Employees employed July 1 with 20 weeks or more employment in the aggregate in the 12 months prior to July 1 of the vacation year, but less than 30 weeks, 1 week.
- C. Employees employed July 1 with 30 weeks or more employment in the aggregate in the 12 months prior to July 1 of the vacation year, 2 weeks.
- D. Employees employed July 1 with five (5) years in the aggregate, shall receive 3 weeks of vacation.
- E. Employees employed July 1 with ten (10) years in the aggregate, shall receive 4 weeks of vacation.
- F. Employees employed July 1 with fifteen (15) years in the aggregate, shall receive 5 weeks of vacation.
- G. Employees employed July 1 with twenty (20) years in the aggregate, shall receive one additional day for each year worked, up to 5 additional days total. It will be at the discretion of the Superintendent whether this time can be taken as time off or will be paid. Such decision, will not be subject to grievance or arbitration.

Generally July 1 of the calendar year of hire shall be used for purposes of calculating the 5, 10, and 15 years time employed for vacation benefits, unless otherwise negotiated in writing. Specifically see Appendix C for the list of employees and their applicable dates.

After notifying the Superintendent an employee will be allowed to carry over up to 5 vacation days into the next fiscal year which then must be used within the first quarter of that fiscal year.

Additional days may be carried over at the sole discretion of the Superintendent. The denial of the carry over of additional days shall not be subject to the grievance or arbitration procedure as outlined in this agreement.

H. Employees who are injured and are receiving Workers' Compensation benefits pursuant to Article VIII, Section 2, shall be entitled to all vacation benefits accrued prior to injury, but shall not accrue or be entitled to additional vacation benefits while absent from work due to such injury. Vacation benefits for the fiscal year in which the employee returns to employment will be pro-rated.

ARTICLE XIII  
GROUP INSURANCE

Employees covered by this Agreement shall be provided an opportunity to join the Town of Hanover's Group Insurance Plan, which provides for group life insurance, group accidental death and dismemberment insurance, group hospitalization and surgical benefits, and extended benefits care for employees and retired employees, and their eligible dependents. The employee and the Town shall contribute equally (50%-50% basis) toward the cost of the group hospitalization and surgical benefits, and extended benefits care, including HMO's, for employees and retired employees. The employee and the Town shall contribute toward the cost of Group Life and Group Accidental Death and Dismemberment Benefits, as provided for by statute. Admission to the membership in said plan shall be in accordance with the terms and conditions of the contract between the Town and the insurance carrier.

ARTICLE XIV  
SENIORITY

**Section 1.**

Seniority means length of continuous employment by the Town in a full-time or regular part-time position covered by this Agreement. Employees hired on the same day shall have seniority determined by date of application for such position. An employee transferred to a position outside the bargaining unit will retain his/her seniority, but will not accumulate additional seniority during the period that he/she occupies a position outside the unit.

Part-year employees will be credited with seniority on a "two-for-one" basis; this is two days' service as a part-year employee will be counted as one day's seniority for the purposes of this Article.

**Section 2.**

An employee will acquire seniority after completing a 9-month probationary period in a full-time or regular part-time position, and his/her seniority will then date from the beginning of the employment period. At the six-month point in a new employee's probationary period, the immediate supervisor will determine and inform the employee of any problems with performance (and corrections that need to be made) that may jeopardize his/her continued employment with the Town once the probationary period has ended. During an employee's probationary period, he/she may be terminated without benefit or recourse to any provision of this Agreement.

**Section 3.**

Seniority shall be discontinued only by: (a) resignation, (b) layoff due to lack of work for a period of over one hundred eighty (180) days, or (c) discharge.

During the period of any suspension, an employee shall retain accumulated seniority, but will not acquire additional seniority until return to service.

**Section 4.**

For the purposes of promotion, transfer, and increase or decrease of the work force, the Town shall consider affected employees' abilities, qualifications, and the needs of the Town. If on the basis of such factors, two or more employees are substantially equal, first consideration shall be given to classification seniority, and second consideration to departmental seniority as governing factors. The determinations of the Town as to the abilities and qualifications above, shall be subject to the grievance procedure herein, but shall not be subject to arbitration unless clearly arbitrary, capricious or discriminatory. The determination by the Town of its needs shall be final, and not subject to the grievance or arbitration procedures herein.

ARTICLE XV  
JOB POSTING

Except in cases of emergency, the Town shall advertise any vacancy covered by the terms of this Agreement. Such notice will be posted next to department time clocks at the D.P.W. and on bulletin boards in the following areas: Town Hall, School department, Fire department and the Library for at least ten (10) consecutive calendar days. The bulletin shall state: the title of the position, salary, location (department), special qualifications required, whether temporary or permanent, and the last date of application for the position. Qualified Town employees are encouraged to apply to the appropriate department to fill a job vacancy. Job vacancies may also be advertised in newspapers or professional publications, or may be advertised using other methods to find appropriate applicants. Use of a good outreach paper is required if the position is advertised. Each external applicant must complete a job application. However, nothing contained herein shall preclude the Town from hiring more qualified applicants from outside the bargaining unit. Upon filling of a job vacancy, the Superintendent shall post a notice stating to whom the position has been awarded.



ARTICLE XVI  
SAFETY AND HEALTH

Both parties to this Agreement recognize the importance of safe working conditions. Complaints with respect to safe or unhealthy working conditions shall be brought immediately to the attention of an employee's foreman or superintendent, and may be a subject of grievance thereunder.

The Town agrees to purchase basic prescription safety glasses for production employees that require prescription glasses. These safety glasses shall be worn at all times when working for the town and will be replaced by the town if broken while working for the town.

Annual eye exams for employees using computers on a regular basis will be paid for by the Town.

Based on the requirements of his/her job, a new employee may be required by the Town to submit evidence of a satisfactory physical examination to the Superintendent. Pre-employment physical examinations must be conducted according to the Town's Pre-Employment Physical Policy.

ARTICLE XVII  
UNIFORMS

The Town agrees to continue its current practice regarding the furnishing of uniforms to full-time employees as set forth in the Uniform and Shoe Policy (See Appendix C).

Purchases will be allowed between July 1 and May 1, in any given year. Full-time employees shall be entitled to uniform allowance of \$725.

ARTICLE XVIII  
LICENSES and EDUCATION

- A. The Town agrees to pay for CDL, water quality, pesticide, hydraulics licenses and Class A renewals for employees. The Town will pay only those employees whose job requires a particular license to be reimbursed for that license, as follows:

<u>License</u>	<u>Stipend</u>
Hoisting	\$1,200
Hoisting and Class A	\$1,800
Grade II	\$2,200
Grade II with Back Flow tester	\$2,400
Grade III and higher	\$3,000

Attainment of future Grade III Licenses must have prior approval of the Superintendent in order to qualify for the Grade III stipend. (The current 7 employees who possess a Grade III license or higher will be the only employees who are eligible for this stipend.) These are annual figures to be paid on a regular hourly basis. If an employee qualifies for two or more licenses he/she shall receive only the higher or highest stipend.

- B. The Town agrees to reimburse the employee up to \$1,500. Annually for continuing education upon successful completion of the course(s) and submission of appropriate proof of payment for the course. It is agreed that appropriate courses will mean job related subjects to benefit the Town, department, and the employee. Eligible continuing education courses are to be taken outside of working hours, with the exception of required license related courses offered during working hours. In case of disagreement on whether a course is appropriate or not, then the grievance procedure will be followed until the issue is resolved.

ARTICLE XIX  
DUES DEDUCTION

**Section I.**

The Town agrees to deduct from the pay of each employee in the bargaining unit, who voluntarily authorizes it, all Union dues which are owed to the Union. Remittance of the aggregate amount of dues deducted shall be made to the Treasurer of the Union within 30 days following the end of the month of deductions.

Any such authorization may be withdrawn by the employee by giving at least sixty (60) days written notice to the Town Treasurer of such withdrawal, and by filing a copy of such withdrawal with the Treasurer of the Union.

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Union in the United States Mail.

The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article.



## Section 2.

Agency Service Fee - For employees hired after July 1, 2011: It is agreed that the Employer or Union will notify all newly hired bargaining unit members that they are represented by the American Federation of State, county and Municipal Employees, AFL-CIO, Council 93, Local 1700, and the Employer or Union will explain that, by law they are not required to join the Union.

Employees shall tender monthly membership dues or agency fees as provided for in MGL Ch. 150E, Sec. 12.

Any employee who is not a member of the bargaining unit on June 30, 2011 shall be subject to an agency service fee unless said employee is or becomes a member of the union. Employees may pay the agency fee by payroll deduction. The union agrees to set the amount of the agency service fee and to administer procedures relating to the fees in accordance with all applicable laws and regulations. The Town shall not be obligated to take any action in regard to the employment of employees delinquent in the payment of such fees. Bargaining unit employees shall not be subject to dismissal or suspension for failure to pay the agency service fee, but the union may pursue payment through whatever legal means it deems appropriate.

Nothing in this provision shall create any financial liability against the Town. The Union agrees to fully and completely indemnify the Town against any claim or legal action arising in any way under this provision.

## ARTICLE XX STABILITY OF AGREEMENT

### Section 1.

No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

### Section 2.

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

### Section 3.

All matters not expressly and specifically dealt with herein shall be treated as having brought up and disposed of, and neither party shall be under any obligation to discuss any modifications or additions to this Agreement which are to be effective during its term.

### Section 4.

If any article or section of this contract or of any amendments thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any amendments thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

## ARTICLE XXI EQUAL EMPLOYMENT OPPORTUNITY

AFSCME, Council 93, Local 1700, AFL-CIO and the Hanover Department of Public Works Employees, pledge to assist the Town of Hanover in insuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex or handicap, unless based upon a bona fide occupational qualification.

ARTICLE XXII

AMERICANS WITH DISABILITIES

- 1) With respect to an employer attempt to a reasonable accommodation in accordance with provisions of the Americans with Disabilities Act and regulations issued pursuant to the Act, the union shall have an affirmative obligation to assist the employer in achieving any such accommodation.
  
- 2). In the event monetary damages are awarded under the ADA against the Town of Hanover as a result of reliance upon contractual language which the union has sought to enforce, the union agrees that it shall hold the Town of Hanover harmless from any such award and from any and all costs associated with defending the ADA claim, including, but not limited to attorney fees.

ARTICLE XXIII  
DURATION

This Agreement shall become effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2014, and shall remain in full force and effect until a new Agreement is executed and implemented. If either party desires to amend, modify, or terminate this Agreement at the expiration thereof, it must send written notice to the other party prior to October 15, 2013, or the anniversary thereof; otherwise, it shall continue from year to year.

AFSCME, COUNCIL 93, LOCAL 1700,  
AFL-CIO

\_\_\_\_\_  
Robert Inglis, Steward

  
\_\_\_\_\_  
Steven Herrmann

  
\_\_\_\_\_  
Judy Davis

  
\_\_\_\_\_  
Barry Parfurnorse

  
\_\_\_\_\_  
Steven McNamara

  
\_\_\_\_\_  
Scott Kendrick

  
\_\_\_\_\_  
Shawn Gokey

Signed this 27 th day of June, 2011.

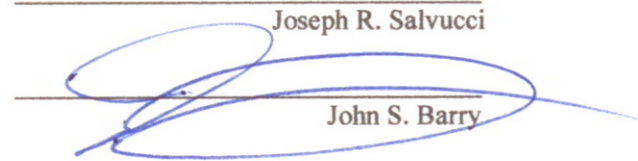
TOWN OF HANOVER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Susan M. Setterland, Chairman

  
\_\_\_\_\_  
Joseph O'Brien, Vice Chairman

\_\_\_\_\_  
Daniel A. Pallotta

\_\_\_\_\_  
Joseph R. Salvucci

  
\_\_\_\_\_  
John S. Barry

Approved as to form

\_\_\_\_\_  
Karen Hathaway  
Union Business Agent

\_\_\_\_\_  
Kevin Feeley  
Town Labor Counsel

xc: Town Accountant  
Town Treasurer  
State Labor Relations Comm.  
Department Head  
Labor Counsel



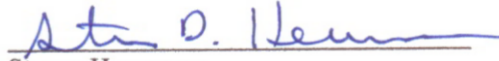
**SIDE LETTER OF AGREEMENT Between  
THE TOWN OF HANOVER and AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO (DPW)**

This Side Letter is to be part of the Agreement between the two parties with the understanding that:  
Upon retirement, or when the incumbent, Douglas Billings, no longer holds the position of Water Supervisor, this position will be eliminated.


The parties agree that this position will be eliminated without any CAS petition or Labor Relations Commission Agreement, and that no tampering or any other type of illegal activity took place that results in this agreement.

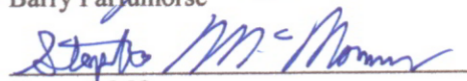
AFSCME COUNCIL 93, LOCAL 1700,  
AFL-CIO

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Robert Inglis, Steward

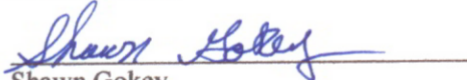
  
\_\_\_\_\_  
Steven Herrmann

  
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Judy Davis

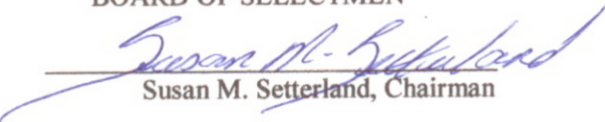
  
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Barry Parfomorse

  
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Steven McNamara

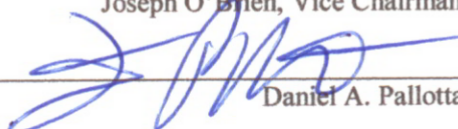
\_\_\_\_\_  
Scott Kendrick

  
\_\_\_\_\_  
Shawn Gokey

TOWN OF HANOVER  
BOARD OF SELECTMEN

  
\_\_\_\_\_  
Susan M. Setterland, Chairman

\_\_\_\_\_  
Joseph O'Brien, Vice Chairman

  
\_\_\_\_\_  
Daniel A. Pallotta

\_\_\_\_\_  
Joseph R. Salvucci

  
\_\_\_\_\_  
John S. Barry

# MEMORANDUM OF AGREEMENT

The Town of Hanover (the Town) acting through its Board of Selectmen, and AFSCME Local 1700 (the Union) do each hereby agree to the following:

The Town and the Union agree that this Agreement addresses the pay scale for the Department of Public Works, part-time custodian, William E. Laivo, Jr.

The parties agree that William E. Laivo, Jr., part-time custodian, shall be entitled to the Step 3, full-time custodian rate of pay under Appendix A of the contract that is in effect. This will remain in force until such time as William E. Laivo, Jr., resigns, retires, is removed, becomes full-time or is upgraded from this position.

This agreement reconciles the inconsistency in his rate of pay which arose from other custodians being integrated into this Union.

This agreement is to become effective to July 1, 2011.

Signed this 27<sup>th</sup> day of June, 2011.

AFSCME, COUNCIL 93, LOCAL 1700,  
AFL-CIO

TOWN OF HANOVER  
BOARD OF SELECTMEN

Robert Inglis, Steward

Steven D. Herrmann

Steven Herrmann

Judy Davis

Judy Davis

Barry Parfurnorse

Barry Parfurnorse

Steven McNamara

Steven McNamara

Scott Kendrick

Shawn Gokey

Shawn Gokey

Susan M. Setterland

Susan M. Setterland, Chairman

Joseph O'Brien, Vice Chairman

Daniel A. Pallotta

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Joseph R. Salvucci

John S. Barry

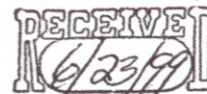
John S. Barry

Date \_\_\_\_\_

Labor Counsel \_\_\_\_\_

## APPENDIX A

	EFFECTIVE JULY 1, 2011			EFFECTIVE JULY 1, 2012			EFFECTIVE JULY 1, 2013		
	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
Water Supervisor	\$ 69,893.69	\$ 72,889.27	\$ 75,885.19	\$ 70,942.10	\$ 73,982.61	\$ 77,023.47	\$ 72,360.94	\$ 75,462.26	\$ 78,563.94
<b><u>A-5</u></b>									
Chief Water Treat. Plant & Pump. Sta. Odr.	\$ 28.10	\$ 29.27	\$ 30.43	\$ 28.52	\$ 29.71	\$ 30.89	\$ 29.09	\$ 30.31	\$ 31.50
<b>PRODUCTION</b>									
<b><u>P-6</u></b>									
Foreman-Highway	\$ 23.18	\$ 24.15	\$ 25.05	\$ 23.52	\$ 24.51	\$ 25.43	\$ 23.99	\$ 25.00	\$ 25.93
Foreman-Water Distribution									
Foreman-Public Grounds									
Foreman-Master Mechanic									
Forman-Transfer Station									
<b><u>P-5</u></b>									
Cemetery Supervisor	\$ 20.13	\$ 20.96	\$ 21.81	\$ 20.43	\$ 21.27	\$ 22.14	\$ 20.84	\$ 21.70	\$ 22.58
Skilled Motor Equipment									
Skilled Water Distribution									
Water Treatment Plant & Motor Equipment Repairman									
<b><u>P-4</u></b>									
Equipment Operator	\$ 19.70	\$ 20.51	\$ 21.34	\$ 20.00	\$ 20.82	\$ 21.66	\$ 20.40	\$ 21.23	\$ 22.09
Water Distribution									
<b><u>P-3</u></b>									
Truck Driver/Laborer	\$ 18.02	\$ 18.77	\$ 19.40	\$ 18.29	\$ 19.05	\$ 19.69	\$ 18.66	\$ 19.44	\$ 20.08
Meter Reader									
<b><u>P-2</u></b>									
Custodian (Full-time)	\$ 16.68	\$ 17.47	\$ 19.06	\$ 16.93	\$ 17.73	\$ 19.35	\$ 17.26	\$ 18.09	\$ 19.73
Custodian (Part-time)	\$ 14.60	\$ 15.90	\$ 17.14	\$ 14.82	\$ 16.14	\$ 17.40	\$ 15.12	\$ 16.46	\$ 17.75
<b><u>C-2</u></b>									
Secretaries	\$ 18.37	\$ 19.13	\$ 20.07	\$ 18.64	\$ 19.42	\$ 20.37	\$ 19.02	\$ 19.81	\$ 20.78
<b><u>PT-5</u></b>									
Part Time Clerk Typist	\$ 15.21	\$ 15.84	\$ 16.41	\$ 15.44	\$ 16.08	\$ 16.66	\$ 15.75	\$ 16.40	\$ 16.99
<b><u>PT-6</u></b>									
Operator Trainee	\$ 15.99	\$ 16.65	\$ 17.24	\$ 16.23	\$ 16.90	\$ 17.50	\$ 16.55	\$ 17.24	\$ 17.85
Trainee	\$ 13.53	\$ 14.09	\$ 14.60	\$ 13.73	\$ 14.30	\$ 14.82	\$ 14.01	\$ 14.58	\$ 15.11



TOWN OF HANOVER  
DEPARTMENT OF PUBLIC WORKS

40 POND STREET  
HANOVER, MASSACHUSETTS 02339-1693

June 21, 1999

To: All DPW Employees

From: Frank A. Cheverie  
Superintendent

Subject: Article XVII, Uniforms  
AFSCME Contract  
Updated Uniform and Shoe Policy

Effective July 1, 1999 the uniform and shoe policy shall be:

1. Shoes

Town approved work boots. Safety footwear in divisions that require them.

2. Shirts

Blue/Safety orange, short or long sleeve, may be pocket T-shirt, polo, or regular

3. Pants (long)

Navy blue work pants or navy blue jeans

4. Outer Wear (Navy blue or Safety orange)

Coveralls, overalls, jackets, sweatshirts, with or without hoods, vests.

Tree personnel only may purchase brown canvas type jackets as winter outerwear

5. Hats, gloves, thermal underwear, and winter socks may be purchased.



6. Any item from the waist up shall have on the right side above the pocket the individuals name and on the left side above the pocket Hanover DPW with division designation. The name tags and department patch shall be approved by the DPW Superintendent.
7. All employees shall wear a shirt at all times during working hours.
8. Purchases will be allowed from the following suppliers only:
  - A) Wear Guard
  - B) Emergency Equipment
  - C) Hanlon Shoes
  - D) Hanover Leather
  - E) Use of any other supplier must be pre-approved by the DPW Superintendent
9. All clothing will be purchased prior to June 1st. The town will not pay for any clothing purchase after that date.

cc: Board of Public Works