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AGREEMENT

Between

THE TOWN OF HANOVER

and

THE HANOVER MUNICIPAL EMPLOYEES LEAGUE

July 1, 2011 - June 30, 2014

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ARTICLE I
UNION RECOGNITION

1-01 The Employer recognizes the Hanover Municipal Employees, Council 93, AFL-CIO, hereinafter called the Union, as the exclusive bargaining representative for all full-time and part-time employees, as set forth in Unit A and Unit B below.

A. All full-time, and regular part-time clerical employees, for the Town of Hanover, excluding all members of Fire and Police and Department of Public Works, Personnel Bylaw positions defined by 20A-20B, confidential or managerial employees as defined under General Laws, Chapter 150 E, and all members of Unit B.

B. All regular and regular part-time dispatchers for the Town of Hanover, having regularly scheduled hours equal to or more than 20 per week, including all Substitute Dispatchers (defined as having the same rate of pay as part-time dispatchers but having regularly scheduled hours of less than 20 per week, and who are allowed to switch shifts but not allowed to accrue vacation or sick benefits),but excluding all members of the Fire, Police and Department of Public Works, Personnel Bylaw positions defined by 20A-20B, confidential or managerial employees, as defined under General Laws, Chapter 150 E, and all members of Unit A.

1-02 The Employer will not aid, promote, or finance any labor organization other than the present designated organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

1-03 The following work groups are recognized:
Unit 1 = Emergency Communication Center (ECC) Employees: providing 24/7/365 coverage.
Unit 2 = Library Personnel: work the hours required, with seasonal changes, on a rotating basis to cover being open 6 days per week, with some evening and Saturday hours included.
Unit 3 = Town Hall employees: work the number of hours required for the position which may include attendance at evening meetings that may be outside of the normal workweek schedule of Monday, Tuesday, and Thursday, 8:00 AM – 4:00 PM; Wednesdays 8:00 AM – 8:00 PM and Fridays, 8:00 AM to Noon.

ARTICLE II
DUES DEDUCTION

2-01 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 on a monthly basis, within thirty (30) days of deduction.

2-02 Any such authorization may be withdrawn by the employee by giving at least sixty (60) days written notice to the Treasurer of the Town of such withdrawal, and by filing a copy of such withdrawal with the treasurer of the Union.

2-03 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.

2-04 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.

2-05 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. Any employee hired after July 1, 2011 who is not a member of the bargaining unit 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 III
GRIEVANCE PROCEDURE

3-0l In the event that a grievance, hereby defined as an alleged direct violation of a specific provision of this Agreement, or a dispute concerning the interpretation or application of the same, should arise, then said grievance or dispute shall be dealt with in the following manner:

3-02 STEP 1. The aggrieved employee, together with a Union representative, if he or she so desires, shall present said grievance or dispute in writing, setting forth the facts with particulars, and setting forth the remedy sought, within five (5) working days of its occurrence or knowledge thereof, to the Department Head, concerned with the supervision and maintenance of the department within which the employee works. Said department head shall attempt to address the matter and reply in writing within five (5) working days of the submission of said grievance or dispute. Failure of the department head to answer in writing within five (5) working days of receipt of the grievance shall permit the aggrieved employee to submit the grievance at the STEP 2 level.

3-03 STEP 2. In the event this grievance or dispute is not resolved in Step l, the aggrieved employee may submit a copy of said written grievance or dispute together with the Step l reply, if any, to the Town Manager within five (5) working days after receipt of said written reply from the Department Head or like body. If requested by the employee, Union, or Town Manager, shall hold a hearing within ten (10) days, exclusive of Saturdays, Sundays and holidays, to discuss the grievance, and will answer it in writing within ten (10) days, exclusive of Saturdays, Sundays or holidays, after the meeting ends, or if no meeting or hearing is requested, after the receipt of the grievance.

3-03 STEP 3. In the event this grievance or dispute is not resolved in Step 2, the aggrieved employee may submit a copy of said written grievance or dispute together with the Step l

and 2 reply, if any, to the Selectmen within five (5) working days after receipt of said written reply from the Town Manager. The Selectmen may or may not choose, at their discretion, to hold a hearing within ten (10) days, exclusive of Saturdays, Sundays and holidays, to discuss the grievance, and will answer it in writing within ten (10) days, exclusive of Saturdays, Sundays or holidays, after the meeting ends, or if no meeting or hearing is held, the grievance can be moved to step 4 by the union.

3-04 STEP 4. In the event the matter has not been resolved to the satisfaction of the aggrieved employee, the Union may submit the grievance to arbitration under the auspices of the American Arbitration Association, by serving written notice upon the Employer within twenty (20) calendar days after the conclusion of Step 3.

3-05 The grievance, when submitted for arbitration, shall set forth the same facts and remedy sought as contained in Step l, unless otherwise changed by mutual agreement of the parties.

3-06 A grievance submitted for arbitration and the selection of an arbitrator shall be conducted under the Voluntary Arbitration Rules, then prevailing, of the American Arbitration Association.

3-07 A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled on the basis of the decision last made, and shall not be eligible for further appeal. Failure of the Town to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

At Step 2, and each step thereafter, the Union will be notified of all meetings and have a right to be present and be heard. No grievance carried forward by an individual will be settled in a manner inconsistent with any specific provision of this Agreement.

3-08 In the event the Town submits a grievance, it shall be discussed between the Business Agent of the Union and the Town Manager, or its duly authorized representative. If not resolved, it may be submitted forthwith by either party to arbitration.

3-09 No employee shall be able to submit a grievance to arbitration; that right being reserved solely to the Town and the Union.

3-l0 The written decision of the arbitrator shall be rendered within thirty (30) days of the completion of the arbitration hearings, and shall be final and binding on the employee(s), the Union and the Town. The Union and the Employer shall each bear its own expenses in the arbitration proceeding, except the expenses of the arbitrator shall be shared equally.

3-11 The Arbitrator shall be without authority:

1. To alter, amend, add to or detract from the language of this Agreement, or
2. To recommend a right or relief, or to order a retroactive remedy effective prior to the effective date of this Agreement, or
3. To modify or abridge in any way the statutory rights and prerogatives of the Town not specifically enumerated in Section 7 of MGL Chap. l50 E.

3-12 The Union agrees, to the extent possible, that all grievances shall be processed during non-working time.

ARTICLE IV
DISCRIMINATION

4-0l Neither the Employer nor the Union shall discriminate against, or in favor of, any employee on account of race, creed, color, national origin, political belief, sex, age, ancestry or handicap pursuant to Massachusetts General Laws, Chapter 151B.

4-02 There shall be no discrimination by agents of the Employer against any employee because of activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for adherence to any provisions of the Agreement, or his refusal to comply with any order which would violate this Agreement.

4-03 The burden of proof shall at all times be upon the employee whenever refusal to comply with an order is based upon any provision of this Agreement.

ARTICLE V
VALIDITY

5-0l If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, at the request of either party, the parties shall meet and discuss whether to add to this Agreement any new provisions in substitution for the invalid provision, but no new provision shall be added without the mutual agreement of the parties.

ARTICLE VI
SICK LEAVE AND PERSONAL LEAVE

6-0l Sick pay for full-time employees will be at the rate of one and one-quarter (l-l/4) days for each completed month of full-time employment (one-half day for permanent part-time employees), accumulating to 175 working days. The department head shall, at his/her discretion, require a certificate of a duly licensed physician or, if felt warranted by the department head, the physician may be designated by the Town. Up to seven (7) days sick pay for full-time employees and (3) three 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 or child in the family as long as the employee has accumulated the sick time. Records of sick, vacation & personal time are to be figured and maintained in HOURLY units.

6-02 An employee who is injured within the scope of his/her employment, and who is receiving Workers' Compensation benefits, or other comparable compensation benefits, may elect to be paid accrued sick leave to make up the difference between his or her compensation benefits and his or 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. An employee shall be entitled to use all sick leave benefits accrued prior to injury covered by Workers' Compensation, but shall not continue to accrue additional sick leave benefits during the period of absence due to such injury. 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.

6-03 There is hereby established a sick leave buy-back plan where the Town agrees to pay to any employee with up to 25 years of service an amount of money equal to fifty percent (50%) of the employee's accumulated sick leave up to a maximum of seventy-five (75) days. For any employee with 25 or more years of service the Town agrees to pay seventy-five (75%) of the employee's accumulated sick leave up to a maximum of 113 days. This amount will be paid to the employee or his/her estate upon retirement, or death, directly into the Plymouth County Retirement System as verified by the County Treasurer, or a Selectmen approved Retirement Plan. The amount due shall be calculated using a divisor of 260 days and paid in full no later than thirty (30) calendar days following date of said retirement or death, and shall be calculated using the employee's current rate of pay at the date of said retirement or death.

For employees whose start date is on or after July 1, 1996, a maximum 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 whose start date is on or after July 1, 2011, shall not be eligible for any sick leave buy back.

6-04 In addition to the l/2 day sick leave per month given to Permanent Part-time employees in 6-01, Permanent Part-time employees shall also be entitled to additional sick leave annually as of June 30 of the contract year, to be granted in accordance to their regular weekly work schedule as follows:

20+ hours	1-1/2 day

6-05 Three days for personal business which cannot be performed outside of work hours is allowed annually. The employee will provide 48 hour notice to his/her supervisor prior to taking these days. One personal day shall be allowed for permanent part-time employees working 20 hours or more per week.

6-06 Regular attendance is an essential condition of employment. An employee who has been out of work for more than three (3) consecutive days may be asked to present a doctor's note by their supervisor or department head. An employee who is suspected of abusing their sick time may be subject to disciplinary action. An employee is expected to report his/her absence to his/her supervisor or department head as soon as possible prior to his/her scheduled start time.

ARTICLE VII
MANAGEMENT RIGHTS

7-01 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, 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 legitimate reasons.

7-02 Management reserves the right to review Union employees on an annual basis. This review will be conducted by the appropriate supervisor or Department Head. The Department Heads will follow a uniform and customary procedure as established by the Personnel Administrator and/or the Town Manager. The reviews will allow Union members and management to identify both strengths and/or areas which may need improvement.

ARTICLE VIII
HOURS

8-0l Minimum Hours.

A. For those occupying positions designated as clerical, 35 hours per week.
B. For those occupying positions designated as production, and those who are employed in the Emergency Center, 40 hours per week.
C. For those occupying positions designated as administrative, hours necessary for proper administration in fulfillment of the work and responsibilities of the department.
D. For library employees 35 full time hours or 20 permanent part-time hours.

8-02 Overtime

A No overtime shall be paid to the following in the department where they are regularly employed: Department Heads, Professional and Administrative.
B. Production - Overtime will be paid at the rate of time and one-half for hours worked beyond 40 hours per week. When an employee is called back to work during any period of time which is not considered his/her regular work shift, then the employee shall be remunerated at one and one-half (l-l/2) times his/her prescribed hourly rate of pay. Each employee shall be guaranteed a minimum of 2 hours pay at time and one-half (l-l/2). Dispatchers called back to work, shall be guaranteed a minimum of 4 hours pay at time and one-half. These hours will –actually be worked. All emergency maintenance situations (call backs) must bear prior approval of the division Supervisor or his/her designated agent.
C. Office Workers - Overtime at the rate of time and one-half shall be paid for all hours worked in excess of forty hours in any one week. "Comptime" will be administered in accordance with the Fair Labor Standards Act for all FLSA comptime. Non FLSA comptime shall be administered at the Town's discretion.
D. In the event a dispatcher employed at the Emergency Communications Center is called to testify during his or her non-working time, in a town related court case, he/she will be paid at the rate of time and one-half (l-l/2) for a minimum of four hours.
E. Any departments or employees who are not specifically covered by the provisions of this Section 8-02, and have an overtime situation, must first submit the situation to the department head or designee in writing, and receive a written decision from the department head or designee before any over-time shall be worked or paid.

Section 3 – Shift Bidding

ECC Dispatchers will have the right to indicate their shift preference by bid, in order of seniority in the Emergency Communications Center, for available work shifts. Such bidding is to be held before 30 days prior to the beginning of the fiscal year, which is July 1. Shifts shall be bid on a yearly basis, and posted for two weeks annually. Final decision on shift assignments is reserved to the Department Head, and will be made within 30 days. This section on shift bidding shall not be subject to the grievance and arbitration procedure.

ARTICLE IX
VACATIONS/BEREAVEMENT LEAVE

9-01 An employee shall be entitled to an annual vacation, and the time for taking them shall be determined by the department head. Vacation period shall be determined as follows:

A. 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 of paid vacation.

B. Employees employed July 1 with 30 weeks or more employment in the aggregate in the twelve previous months prior to July 1 of the vacation year, 2 weeks.

C. Employees employed July 1 with five (5) years in the aggregate, shall receive 3 weeks of vacation.

D. Employees employed July 1 with ten (10) years in the aggregate, shall receive 4 weeks of vacation.

E. Employees employed July 1, with fifteen (15) years in the aggregate shall receive five (5) weeks of vacation.

F. Employees employed July 1, with twenty (20) years in the aggregate shall receive an additional 1 day of vacation for each year of service, up to five days, subject to each department head being able to choose to pay an employee for the vacation day instead of allowing the day off if the department needs so dictate.

G. 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. Specifically, see Appendix B for the list of employees and their applicable dates.

H. Commencing with the vacation year which ends June 30, 1993, all employees with Department Head approval, will be allowed to carry forward a maximum of one (1) week of vacation which must be utilized during the first six months of the subsequent year. If vacation time is unused, it shall be forfeited. There shall be no monetary substitute for unused vacation time. The only exception is when an employee leaves the employ of the Town.

9-02 Regularly scheduled Permanent part-time employees working over twenty hours per week shall be entitled to paid vacation benefits on a pro-rated basis; that is, the total annual hours worked divided by 52.

9-03 Each employee shall be granted leave without loss of pay in the event of a death in his/her "immediate family". Such leave shall be five (5) consecutive calendar days commencing with the date of death. For purposes of this Article, the term "immediate family" shall mean and include the following: Father, Mother, Spouse, Mother/Father-in-law, Sister, Brother, Child, Sister/Brother-in-law, Grandparents, Grandchildren, and domestic partner living in the employee's home. Additionally, two (2) days of bereavement shall be granted for the death of aunts/uncles, nieces and nephews, and grandparents/in-laws.

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.

Additional bereavement time may be allowed, due to extenuating circumstances, at the discretion of the Department Head

9-04 Employees who are injured and receiving Workers' Compensation benefits pursuant to Article VI, Section 6-02, 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 X
HOLIDAYS

10-01 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 holiday, that employee shall receive an additional day and one-half pay.

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

Christmas Day

10-02 In the event any of these days falls on a Saturday, the previous Friday shall be observed as a holiday. If any of these days falls on a Sunday, the following Monday shall be treated as a holiday.

10-03 If an employee should work more than one shift on a Holiday, they will be paid Holiday rate for all shifts worked. An employee shall not be eligible for Holiday pay unless the employee has worked their last regularly scheduled working day/shift prior to, and the next regularly scheduled working day following, such Holiday, unless employee is excused by Department Head for personal illness/validated scheduled time off.

10-04 Full Time employees will be paid for each of the holidays set forth in Section 10-01 above. Permanent Part Time employees and Substitute Dispatchers will be paid for each of the holidays set forth in Section 10-01 above, which fall on or are observed on their regularly scheduled workdays; Permanent Part Time employees regularly scheduled to work on a Saturday or Sunday upon which a holiday traditionally falls, shall be eligible for holiday pay as if their regularly scheduled work day were the previous Friday or following Monday upon which the holiday is actually observed by the Town. Permanent Part-time employees and Substitute Dispatchers required to work on any paid holiday shall receive an additional

day's pay. A Permanent Part-time Employee is one who has worked a regular part time schedule for at least sixteen (16) weeks.

10-05 There shall be no pyramiding of holiday pay under this Article.

ARTICLE XI
SENIORITY

11-01 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 the 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 seniority during the period that he/she occupied a position outside the unit.

11-02 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 or she may be terminated without benefit or recourse to any provisions of the Agreement.

11-03 Seniority shall only be discontinued by (a) resignation; (b) layoff due to lack of work for a period of over one hundred eighty (180) days; (c) during the period of any suspension; or (d) by discharge.

11-04 For purposes of promotion, transfer, and increase or decrease of the work force, the Town shall consider affected employee's 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. If there are no qualified applicants within a Department, consideration on the same basis will be given employees from other departments; provided, however, that if no applicant is deemed qualified, the Town may hire from any other source. The determinations of the Town as to 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.

11-05 A discharged employee who is reinstated through the grievance or arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

11-06 Seniority shall accrue during an authorized leave of absence for a period of one year, or for the period of maternity leave, provided the employee returns to work immediately following the expiration of said leave of absence.

11-07 Seniority shall not be broken by vacation time, sick time, injury leave, temporary layoff, for any reason of absence, or any call for military service for which reinstatement of the employee is required by state or federal law.

ARTICLE XII
PROMOTIONAL AND JOB VACANCIES

12-01 Except in cases of emergency, the Town shall post any vacancy covered by the terms of the Agreement. Such notice will be posted on bulletin boards in the following areas: Town Hall, School Department, Fire Department, DPW, Emergency Center and the Library for at least a period of ten (10) consecutive calendar days. The bulletin shall state the title of the position, salary, location (department), special qualifications required, whether temporary or permanent, the number of hours to be worked and the last date of application for the position. Qualified Town employees are encouraged to apply to the appropriate department. 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 applicant must complete a job application.

12-02 A copy of each promotional bulletin shall be forwarded to the Union Steward at or prior to the time of posting by mailing the same postage prepaid, to the last address supplied to the Town by its Business Agent.

12-03 Based on the requirements for his/her job, a new employee may be required to submit evidence of a satisfactory physical examination to the appropriate Department Head/Board. Pre-employment physical examinations will be provided by the Town and must be conducted according to the Town's Pre-Employment Physical Policy.

12-04 A new employee shall satisfactorily complete a 9 month probationary period whether in a full-time or regular part-time position.

ARTICLE XIII
TRANSFERS - PROMOTIONS

13-01 When an employee is promoted to a higher rated job, he/she shall enter at the minimum of the job pay schedule or at the next pay rate above his present salary, whichever is higher. If an employee should be transferred to a lower classification, he/she shall be paid at the step rate based on the length of service of the previous job, unless a higher step rate is recommended by the Department Head.

13-02 If, with the approval of the Town, a department classification is changed from a part-time to a full-time position, the following shall apply: If the said full-time position is filled with the previous part-time employee, the new full-time employee shall be granted one step on the full-time schedule for every two years continuous previous employment under the part-time schedule.

ARTICLE XIV

DISCIPLINARY PROCEDURE

If an employee's performance, attendance, or behavior is not satisfactory, his/her Department Head/Board may issue a documented warning stating the issue and giving suggestions for improvement. The warning must also include measurable goals, a timetable for improvement and a statement that the employee will be subject to further disciplinary action up to and including termination if goals for improvement are not met. The warning is given to the employee and a copy sent to the Personnel Administrator for inclusion in the employee's file. The Town retains the discretion for proper cause to skip this procedure and move directly to a suspension or termination if the circumstances so warrant such action.

ARTICLE XV
EDUCATIONAL TUITION REIMBURSEMENT

15-01 Full time employees and permanent part-time employees working at least 20 hours per week in one department, who have worked for the Town for at least one year, are eligible for tuition reimbursement. Approval of the particular course (and its funding) by the Department Head and the Personnel Administrator must be given prior to enrollment in order to be eligible for reimbursement/payment for the course. Reimbursement for tuition, registration, and books will be up to a maximum of $1,200.00 for full-time employees, and $500.00 for part-time employees working 20 hours or more per week annually. Reimbursement is for professional courses which serve to improve the employee's knowledge and skills and their performance with the Town and will be subject to the following conditions:

1. Successful completion of the course or program.
2. Sufficient municipal funds.

15-02 The Town shall reimburse for license fees those HMEL employees who have attained certification as Emergency Medical Technician at the Basic Level.

15-03 Course(s) are job related subjects, which will benefit the Town, the department, and the employee. Approval of courses shall not be grievable. Eligible courses are to be taken outside of working hours.

ARTICLE XVI
HEALTH AND LIFE INSURANCE

16-01 The Town of Hanover agrees to continue the present level of health and life insurance benefits, and for health insurance the individual and the Town will contribute equally (50%-50% basis) toward the cost. Said agreement is for the term of this Contract. It is agreed that if all employees of the Town of Hanover receive a benefit regarding contributions toward premiums for health and life insurance, then the members of this bargaining unit will share in this benefit.

16-02 The Town of Hanover agrees to continue the present, or an equivalent, life insurance policy to pay the sum of Five Thousand Dollars ($5,000), to the beneficiary designated, of any Town employee who dies while employed by the Town of Hanover.

ARTICLE XVII
RIGHTS AND RESPONSIBILITIES OF THE UNION

17-01 The Union shall have the right to have a Steward for each department covered by this Agreement. The Union will submit to the Employer a list of Stewards and the departments affected thereby. The Steward shall have the authority to handle any violations of the provisions of this Agreement upon occurrence of such violations.

17-02 One Union officer (whether a Steward, Business Agent, President or Secretary-Treasurer, or other authorized representative of the Union) as well as the aggrieved employee/s shall be granted reasonable time off during working hours to investigate and settle grievances which cannot be investigated and settled during non-working hours, provided notice is given to the appropriate supervisor. The Union agrees the provisions of this Section will not be abused.

17-03 The Town shall make space available on the bulletin board at the Town Hall for posting of official Union notices and bulletins. The Union agrees the content of such notices and bulletins shall not be inflammatory in nature.

ARTICLE XVIII
NO-STRIKE CLAUSE

18-01 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. The Town agrees not to conduct a lockout.

18-02 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 return to work forthwith.

18-03 In consideration of the performance by the Union of the obligations under the first two sections 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.

18-04 The Town may impose disciplinary action, including discharge upon any and all of those employees involved in a violation of this Article.

ARTICLE XIX
EMPLOYEE RIGHTS

19-01 Except to the extent that there is contained in this Agreement an express proviso to the contrary, employees shall have the right to join the Union, hold office, take part in the management of the Union, to act as a Union representative and engage in lawful Union activities for the purpose of collective bargaining or other mutual aid. In the exercise of said rights, the employees shall be free from any and all restraint, coercion or discrimination in regard to tenure, promotion or any other condition of employment.

ARTICLE XX
UNION REPRESENTATION

20-01 The Town agrees to permit non-employee Union representatives to enter the premises for individual discussions of working conditions with its employees during their non-working time, provided such representatives do not interfere with the performance of duties assigned to other employees, and shall give reasonable notice in advance to the employee's immediate supervisor or his designee.

20-02 The Employer will make available, at times reasonable to no more than two (2) individuals designated by the Union, records showing and confirming the dues check-offs of the previous month.

ARTICLE XXI
HEALTH AND SAFETY

21-01 ECC Uniform Policy

A1) Personnel initially hired as a full-time dispatcher will receive an initial uniform allowance of $250 and be afforded $150 each fiscal year thereafter.

A2) Should a full-time dispatcher move to part-time or substitute status, they will lose their annual uniform allowance and be subject to the uniform replacement policy set forth in section B1.

B1) Personnel initially hired as part-time or substitute dispatchers will receive an initial uniform allowance of $200. Replacement uniform items will be managed on an "as needed basis" at the discretion of the department head or designee, by presenting the uniform item to be replaced.

B2) Should a part-time or substitute dispatcher accept a full-time dispatch position, they would then be afforded an allowance of $150 per fiscal year commencing with the start of the upcoming fiscal year.

C1) All dispatchers will be required to wear the polo shirt or rubin pullover with the uniform graphics set forth by the department head or designee.

C2) All dispatchers will be required to wear black pants consisting of jeans, business casual wear, or uniform pants.

C3) All clothing items worn shall be in presentable condition for public service. (i.e. not torn, tattered, marked, etc.)

D1) Uniform items may be purchased between July 1 and April 30 of any fiscal year in accordance with the process established by the Department Head.

21-02 Annual Eye Examinations
Annual eye examinations for employees who regularly work on a computer will be provided by the Town.

ARTICLE XXII
LEAVES OF ABSENCE

22-01 Jury Duty - Witness Leave

An employee called for Jury duty or summoned 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.

22-02 Military Leave

Employees with more than one year continuous employment by the Town 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. The above, and all other military leaves of absence, shall be in accordance with applicable state laws.

22-03 Maternity Leave

Employees shall be entitled to maternity leave per Massachusetts General Law Chapter 149 Section 105D, as amended.

ARTICLE XXIII
SERVICE AWARDS

Service awards, pro rated, shall be paid as follows: after completion of 5 full years of continuous employment with the Town and starting at:

	FY2012	**FY2013**	**FY2014**
Start of year 6 through the end of year 10	$ 350.00	$ 475.00	$ 600.00
Start of year 11 through the end of year 15	$ 650.00	$ 775.00	$ 900.00
Start of year 16 through the end of year 20	$1,200.00	$1,325.00	$1,450.00
Start of year 21 through the end of year 25	$1,600.00	$1,725.00	$1,850.00
Start of year 26 and continuing	$2,300.00	$2,425.00	$2,550.00

These awards shall be made in accordance to FLSA regulations as follows:

35 hour per week employees

FY12	FY13	FY14
$ 350/1827 = .19	$ 475/1827=.26	$ 600/1827=.33
$ 650/1827 = .36	$ 775/1827=.42	$ 900/1827=.49
$1,200/1827 = .66	$1,325/1827=.73	$1,450/1827=.79
$1,600/1827 = .88	$1,725/1827=.94	$1,850/1827=1.01
$2,300/1827 = 1.26	$2,425/1827=1.33	$2,550/1827=1.40

40 hour week employees

FY12	FY13	FY14
$ 350/2088 = .17	$ 475/2088=.23	$ 600/2088=.29
$ 650/2088 = .31	$ 775/2088=.37	$ 900/2088=.43
$1,200/2088 = .57	$1,325/2088=.63	$1,450/2088=.69
$1,600/2088 = .77	$1,725/2088=.83	$1,850/2088=.89
$2,300/2088 = 1.10	$2,425/2088=1.16	$2,525/2088=1.22

ARTICLE XXIV
WAGES AND COMPENSATION

24-01 The basic salary schedules for employees subject to this agreement are set forth in the appendices.

24-02 All increases except the across the board annual July 1 increase, shall be upon the written recommendation to the Personnel Administrator by the Department Head and their Superior (if applicable) for merit. An employee shall be eligible to move to the next step upon completion of one year of service in his or her position.

Part-time employees working 20 or more hours per week shall be eligible to move to the next step upon completion of one year of service and part-time employees working less than 20 hours per week shall be eligible to move to the next step upon completion of two years of service. Denial of salary schedule 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.

24-03 All ECC employees shall receive a differential of $1.25 per hour for work performed between 4:00 PM and 8:00 AM. This $1.25 per hour differential also applies to all hours worked on Saturday or Sunday. All other union employees shall receive the differential only if the hours are outside of their assigned normal working hours. For Library Personnel, the shift differential will apply for hours worked from 6:00 PM to closing and all day on Saturday.

24-04 Dispatcher will receive a 1/2 hour compensated meal break plus $2.00 per shift, ($0.25 per hour) stipend.

24-05 The Emergency Communications System Administrator will receive an annual stipend of $1,500.00. This payment shall be calculated and paid on an hourly basis in accordance with FLSA.

24-06 The following will apply to dispatchers for Holiday Coverage on Christmas, New Year's, Veteran's Day and Independence Day when the holiday falls on a Saturday and the previous Friday is observed as the holiday or if the holiday falls on a Sunday, and the following Monday is observed as a holiday:

1. Full-timers working NEITHER Friday (or Monday) NOR Saturday (or Sunday) will get paid for a holiday.
2. Full-timers working Friday (or Monday) but not Saturday (or Sunday) will get Friday (or Monday) as the holiday.
3. Full-timers working Saturday (or Sunday) but not Friday (or Monday) will get Saturday (or Sunday) as the holiday.
4. Full-timers working TWO shifts on either Friday (or Monday) or Saturday (or Sunday) will get one holiday, but will get 1 ½ holiday rate for BOTH days.
5. Full-timers working TWO shifts on either Friday (or Monday) or Saturday (or Sunday) will get one holiday, but will get holiday rate for BOTH shifts.
6. Part-timers working EITHER Friday (or Monday) or Saturday (or Sunday) will get holiday pay for that day.
7. Part-timers working BOTH Friday (or Monday) and Saturday (or Sunday) will get holiday pay for one day. The contract does not allow pyramiding of holiday PAY. (Section 10-05).
8. There is NO compensated time for these weekends, since the contract stipulates that the holiday is on Friday (or Monday) of both weekends. This does not amount to "granting time off in excess of that required by the bargaining agreement…."

Please Note: Holiday RATE = 1 ½ X pay rate. Holiday PAY = 8 hours pay.

24-07 Dispatchers who are mandated to stay at the end of a regularly scheduled shift due to manpower shortage will be paid a $5.00 per hour differential.

24-08 To allow Union members to enhance their skills and value to the Town, it is agreed to allow Union members to do specialized, traditionally non-union, work as identified below. When designated by the department head, those Union employees, while performing these assigned duties, shall receive an additional $1.25 an hour for "specialized field work".

24-08A Specialized field work examples are:

For Specialized Assessing field work beyond the normal office work: Decision making relative to measuring, drawing, grading property, collecting data to establish values, obtaining new growth data, evaluating and determining percentage of completion. Once established, the ability to defend those values.

For Specialized Conservation field work beyond the normal office work: Making actual determinations of vegetation; enforcing and certifying vernal pools with wetlands scientist and property owner. After Conservation Agent's initial visit, verifying that conditions have been met. Investigating and reporting on violations and complaints; and follow-up on action plan until implementation of resolution.

For Specialized Health field work beyond the normal office work: Performing Title V Septic System installation inspections, inspections of food establishments and other assigned inspections.

24-08B As has been past practice, "specialized field work" will also continue to be performed by non-union employees; or consultants as determined by the Town, such determination shall be outside the jurisdiction of this Collective Bargaining Agreement and shall not be grievable nor shall any work under this section be considered "Union" work.

ARTICLE XXV

AMERICANS WITH DISABILITIES COMPLIANCE OBLIGATIONS

25-01 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.

25-02 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 XXVI
DURATION

This Agreement shall become effective as of July 1, 2011, and shall continue in full force and effect until June 30, 2014, and from year to year thereafter. 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.

IN WITNESS WHEREOF, THE authorized representatives of the parties have set their hands this 24th day of October, 2011.

AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO

Matthew Tucker, Shop Steward

Donna Craig

Sandra MacFarlane

Patricia Pervane

Shaun Doyle

Michelle Johnson

Signed this 24 th day of October, 2011.

Karen Hathaway
Union Business Agent

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:

Kevin Feeley
Town Labor Counsel

xc: Town Accountant
Finance Director
Computer Coordinator
State Labor Relations Comm.
Department Heads
Labor Counsel

APPENDIX A

Municipal Union Pay Scale

POSITION TITLE	CLASS	EFFECTIVE 7/1/11			EFFECTIVE 7/1/12			EFFECTIVE 7/1/13		
		STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
Trainee Dispatcher	A	$14.60	$15.90	$17.14	$14.82	$16.14	$17.40	$15.12	$16.46	$17.75
Clerk-typist - part time	A									
Assistant Town Clerk - part time	B	$15.92	$17.47	$19.06	$16.16	$17.73	$19.35	$16.48	$18.09	$19.73
Department Secretary - part time	B									
Senior Clerk - part time	B									
Dispatcher - part time	B									
Substitute Dispatcher	B									
Library Assistant - part time	B									
Senior Clerk - full time	C	$17.45	$18.30	$20.29	$17.71	$18.57	$20.59	$18.07	$18.95	$21.01
Assistant Town Clerk - full time	C									
DMI Administrative Assistant	C									
Departmental Secretary - full time	C									
Dispatcher - full time	C									
Library Technician - full time	C									
Senior Deputy Collector - full time	D	$18.89	$20.16	$20.87	$19.17	$20.46	$21.18	$19.56	$20.87	$21.61
Fire Dept. Admin. Ass't.- full time	D									
Police Dept. Admin. Ass't - full time	D									
Asst. Supv. Dispatcher - full time	D									
Staff Librarian - full time	D									
Assessing Assistant - full time	D									
Supervisor Dispatcher - full time	E	$20.43	$21.89	$22.62	$20.74	$22.22	$22.96	$21.15	$22.66	$23.42
Assistant Collector - full time	E									

APPENDIX B
(Employee List to be updated by Union)