

AGREEMENT

Between

THE TOWN OF HANOVER

and

AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO

THE HANOVER DEPARTMENT OF PUBLIC WORKS EMPLOYEES

July 1, 2023 - June 30, 2026

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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 Memorandum of Agreement is entered into by and between the Town of Hanover (Town) and AFSCME, Council 93, Local 1700 Hanover Department of Public Works Employees (Union).

Whereas, the Committee and the Union are parties to a collective bargaining agreement for the period July 1, 2023 through June 30, 2026;

Whereas, the parties have, pursuant to Massachusetts General Laws Chapter 150E, negotiated the terms of a successor agreement.

Now, therefore, in consideration of mutual covenants, the parties agree as follows:

The terms and conditions set for the in the Collective Bargaining Agreement between the parties for the period July 1, 2023 through June 30, 2026 shall remain in full force and effect for the period July 1, 2023 through June 30, 2026, except as amended herein.

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 1
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, Building, Custodial, Support Division, and Clerical Division, but excluding the Superintendent, all Personnel By-law 20A-20B positions, all confidential and managerial employees, substitute custodians and substitute maintenance workers, 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 2

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 3

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 4

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/Facilities Manager 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/Facilities Manager. The Director of Public Works/Facilities Manager 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 Labor Relations Connection (LRC); the arbitrator will be selected from a panel supplied by the Labor Relations Connection (LRC), 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 5
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 6
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
Martin Luther King Day
President's Day
Patriots' Day

Memorial Day
Juneteenth Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Any employee on Standby for a week that one of the holidays listed above shall be given an extra eight (8) hours of standby pay for that week.

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.

If Town Hall employees are granted an additional holiday, then the employees covered by this agreement shall be given equal time off if they were required to work.

ARTICLE 7

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.

Water Treatment Operators shall have defined shifts of:

7:00 a.m. – 3:00 p.m.
3:00 p.m. – 11:00 p.m.
11:00 p.m. – 7:00 a.m.

Alternate schedules may be implemented by concurrence of the Department Head and the union.

Section 3

The normal work week of all clerical employees shall consist of thirty-five (35) hours of five (5) consecutive days. The hours of work shall be consecutive except for interruptions for meal periods. The work week shall be as follows:

Monday - 8:00 am – 4:00 pm – with one hour for lunch
Tuesday - 8:00 am – 4:00 pm – with one hour for lunch
Wednesday - 8:00 am – 8:00 pm – with one hour for lunch and one hour for dinner
Thursday - 8:00 am – 4:00 pm – with one hour for lunch
Friday - 8:00 am – Noon – no break for lunch

The above hours can be changed at the discretion of the department head with two (2) weeks advance notice.

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 six (6) consecutive hours of unscheduled overtime, and each six (6) hours thereafter \$18.00 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 (1½) 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.

During emergency situations (snow storms, hurricanes, etc.), clerical personnel may be called in to staff the office and answer the phone calls from residents.

Section 9 - Standby

The Highway/Public Grounds group, Water Treatment Division, Water Distribution Division and Facilities 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 (1½) their regular rate of pay.

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) consecutive hours or more for snow and ice shall be paid two (2) times their regular rate of pay for all hours in excess of sixteen (16) hours, all employees shall remain on the same rate of pay inclusive of their regularly scheduled shift.

Any employee who receives two (2) times their regular rate of pay and is called back within six (6) hours of punching out, shall continue to be paid two (2) times their regular rate until they punch out and are off the clock for six (6) consecutive hours or more.

If employees are called back for overtime and punch in less than six (6) hours after their regularly scheduled shift ends, the hours will count towards the computation of double time after sixteen hours. (Employees will not be paid for hours not worked.)

Section 11 - Temporary Transfers (Custodial Unit)

When a temporary vacancy is intended to be filled, the Employer shall first seek volunteers. If there are no volunteers, then the Employer shall assign the least senior employee in the bargaining unit. Such temporary assignment shall not be more than ten (10) working days. Any assignment expected to be more than ten (10) days shall be bargained with the Union.

Section 12 - Custodial Unit

Employees may be transferred to a different location with no change in pay or schedule for a good and sufficient reason. Employees being transferred shall be given at least fourteen (14) calendar days notice. Such transfer shall not be made in an arbitrary and capricious manner.

Section 13 - Shift Coverage (Custodians)

For the purpose of covering shifts due to absence, the Town may utilize the system wide custodian or a substitute custodian list. For the purpose of establishing the aforementioned lists, the Union Representatives and Town Department Heads shall meet to work out procedures for establishing and implementing each list.

Section 14 - Hours of Work (Custodians) (Maintenance Worker)

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The work week shall consist of five (5) consecutive eight (8) hour days, forty (40) hours per week, Monday through Friday inclusive of their meal period. The work week of school custodians who work the second shift shall consist of five (5) consecutive eight (8) hour days, forty (40) hours per week, Monday through Friday inclusive, said eight (8) hour days each containing a paid 30 minute meal break for a total of 40 hours actually worked, consistent with the former school contract.

No time will be paid for or credited to an employee while he is performing services for any other Town Department, such as Fire or Police.

Shifts shall be identified in accordance with the following:

1. Day shifts include all shifts which start before 12:00 p.m.
2. Second shift includes all shifts which start on or after 12:00 p.m.
3. For all summer months (when school is not in session) the work week shall consist of 4 (four) 10 (ten) hour days to be scheduled consecutively either Monday through Thursday or Tuesday through Friday. Management reserves the right to have 5 (five) 8 (eight) hour days (day shifts only) during the summer months.

4. Employees will be allowed to swap shifts within the same building with advance approval of the DPW Director and not exceed (2) swaps per month.

The system wide custodian or a substitute custodian may be utilized for covering absences of full-time or regular part-time custodians. If there is a need for custodial coverage for school functions, sporting events, outside details and town functions including voting and town meeting, it will be offered to full-time and regular part-time custodians for the right of refusal at the premium pay of time and one-half.

Section 15 - Overtime Custodians

1. Employees shall be paid an hourly rate per hour up to forty (40) hours per week. The rate of time and one half will be paid for any hours in excess of forty (40) hours **for first shift employees or forty (40) hours for second shift employees.** Any hours in excess of an employee's regularly scheduled hours and/or any overtime may only be worked with pre-approval of the DPW Director or his/her designee.
2. Weekend Coverage by Maintenance Staff
From time to time maintenance staff may be required to carry a beeper and/or make rounds of the school buildings. This schedule will be determined by the DPW Director or his/her designee. Staff who are required to carry a beeper and/or make rounds of the buildings will be compensated for four (4) hours for each day; Friday, Saturday and Sunday. Should a maintenance person need to respond to an emergency call during this time or at another time after (s)he has completed his/her assigned work and left his/her place of employment, (s)he will be compensated for a minimum of four (4) hours.

Custodial Additional Coverage

A custodian may be called in from time to time to perform additional work after he/she has completed his/her assigned work and left his/her place of employment. The custodian will be compensated for a minimum of four (4) hours. At the time the custodian is called, he/she will be informed of how long he/she is expected to work. If a custodian is unable to work the necessary time or leaves before the scheduled time, he/she will only be compensated for the number of hours worked. If fewer staff than are needed does not agree to work, staff with the least seniority will be called in until the requirement for staff is met. Custodians will be compensated for time worked immediately preceding or following their shifts with no minimum hours requirement.

3. Overtime should be equitably distributed among personnel in each area who ordinarily perform such related work in the course of their workweek.
4. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved.
5. A reasonable amount of overtime, if needed, will be required.
6. The Supervisor may continue to perform custodial duties, as circumstances require.
7. Any employee who refuses overtime will be dropped to the end of the list.
8. There shall be no crossing of shifts, i.e., employee may not claim overtime to cover for someone on a shift other than their own.
9. An employee not offered overtime in his turn will be assigned next overtime until he receives his equitable share.
10. Second shift employees will receive overtime pay after forty (40) hours.

Section 16. DPW Summer Hours 6:00 a.m. to 2:00 p.m.

Summer Hours may be considered on a yearly basis from Memorial Day to Labor Day at the discretion of the Superintendent.

ARTICLE 8
SICK LEAVE

Section 1

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 two (2) consecutive work days the department head may, at his/her 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/she may require a certificate from a duly licensed physician designated by the Town.

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 at least two (2) hours prior to the start of their normally scheduled shift. 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 are 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 \$5,000 on your behalf, then this policy will replace the above-mentioned \$5,000 benefit.

Section 5

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

Section 6

The Town and the Union agree to sick leave buyback caps for custodial personnel moving from the School custodial contract to the DPW employee's contract as listed in the table below. Any employee not in the table or new employees shall follow sick leave buyback rules elsewhere in this contract.

Employee	Buyback Cap
Michael Berry	Cap \$5,000
Tom Blinstrub	Cap \$5,000
Steven Ennis	No Buyback
Jason Hook	Cap \$5,000
Robert Hook	75-113 days per Article VIII section 3 of the DPW contract
Scott Kinsman	Cap \$5,000
Mark Leslie	Cap \$5,000
William MacMackin	Cap \$5,000
Richard Mancuso	Cap \$5,000
Michael Mayott	Cap \$5,000
Scott Moore	No Buyback
Christian Priestly	Cap \$5,000
Howard Tripp	Cap \$5,000
William Whealan	Cap \$5,000
Frederick White	75-113 days per Article VIII section 3 of the DPW contract

ARTICLE 9
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 and **custodial** employees working beyond 6:00 PM and weekends.

Service Award

An annual salary adjustment for FY 2024, 2025, and 2026 shall be made according to the following schedule:

5 through 9 years	\$1,500
10 through 14 years	\$1,700
15 through 19 years	\$2,400
20 through 24 years	\$2,900
25 + years	\$3,700

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 Foreman, in the absence of a Foreman, 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 "comp time" 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.

Section 7

All step increases and longevity shall be paid annually the first pay period in July each year of this agreement.

Section 8

Any Custodian who is assigned to train a new employee shall be paid an additional two dollars (\$2.00) per hour during the training period. Said training period shall be at the discretion of the Supervisor.

Section 9

Evaluations: With respect to custodians regularly assigned to school buildings, the standard evaluation form referenced in Article XXI item 7 of the former school custodian contract will be incorporated as part of this contract. A study committee will be formed to revise the existing evaluation instrument with equal representatives from management and the bargaining unit.

Section 10

To recognize the necessity of full-time bargaining unit members to remain current with changes in technology and updates to other job related duties, the Town agrees to pay bargaining unit members a stipend of \$1,250 (40 hours – \$0.60, 35 hours - \$0.69) as of July 2018 and \$2,000 (40 hours - \$0.96, 35 hours - \$1.10) as of July 2019. This stipend shall be paid as an hourly rate and added to their base rate.

Section 11

Effective July 1, 2025 for the 2025/2026 Winter Season the Winter Season Stand-by. DPW employees covered under this agreement shall receive the Winter Season Stand-by stipend of \$750.00 per year to be available for snow removal, sanding, and salting. All employees shall be available for snow removal, sanding, and salting operations payable the first payroll after May 1st each year if the employee has responded to 100% of the snowstorm call-in events of the immediately preceding snowstorm season and stays for the duration of each of those events. If an individual is out sick, with a doctor's note; on a prescheduled/preapproved vacation or on prescheduled/preapproved personal leave at the time of the snow event and therefore does not respond, this will not be counted against the employee's percent of participation. This is not grieve-able past Step 2.

ARTICLE 10 **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 11 **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 four (4) 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 upon the written recommendation of the Director of Public Works or the Facilities Engineer Manager.

Section 6 - Union Leave

In accordance with MGL Chapter 73 of the Acts of 2019, in regards to union activity in the work place:

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within Ten (10) days of the employee's hire date at a time agreed by the employee's immediate supervisor, not to exceed more than 30 minutes in duration. The Union AFSCME Council 93 office/steward shall be notified of all new hires and promotions as they occur.

Union Representative:

The name of the Union steward shall be furnished to the employer immediately after his/her designation and the Union shall notify the employer of any changes.

Paid Leave for Union Business:

She/he shall also be granted reasonable time during working hours to investigate and settle grievances.

She/He shall also be granted reasonable time to attend meetings of state and national bodies without loss of pay, at the discretion of the Superintendent. Sufficient notice (one week) shall be forwarded to the employer signifying the intention to attend the above meetings.

ARTICLE 12

VACATION

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 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 employee whether this time can be taken as time off or said time shall be paid to the employee.

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

With the approval of the department head, an employee will be allowed to carry over up to ten (10) vacation days into the next fiscal year.

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.
- I. Custodians

Vacation time is earned during the fiscal year from July 1st through June 30th. Vacation time is granted on July 1st of the following fiscal year provided the employee remains an active employee on that date. Vacation time will be prorated from date of active employment for all first year employees. Vacation pay will be paid prorated based on the number of hours worked. Only employees who are regularly scheduled to work 20 hours or more a week shall receive vacation pay.

NOTE: Summer vacations will be considered to be a week, which includes 4 – 10 hour days.

Length of service for the purpose of computing vacation eligibility shall be determined as of July 1st.

Employees are required to submit vacation requests at least two (2) months prior to the start of the vacation request period. The Facilities Engineer Manager will respond to all requests within ten (10) working days of receipt. In the presence of extenuating circumstances, exceptions to the above may be granted at the discretion of the Facilities Engineer Manager with at least two (2) weeks’ notice. Once approved, vacations are not subject to change except for good and sufficient reason at the discretion of the Facilities Engineer Manager.

All employees shall be required to take their vacations with the exception of two (2) weeks annually which may be bought back by the Town at the discretion of the DPW Director/Town Manager. Payment of these weeks will be made up to one (1) week in December and up to one (1) week in June if approved. Notification

for vacation buybacks are subject to the same notification period as for other vacation requests. Employees will be allowed to take up to (2) weeks of their vacation at one time at the discretion of the administration. Personal or other time may not be taken immediately preceding or immediately after vacation time.

ARTICLE 13

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 14

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.

Section 5

With respect to custodians regularly assigned to school buildings, the Town recognizes the principal of seniority with regard to employees covered by this agreement. Seniority shall be defined as uninterrupted length of services in years, months, and days from the first date of actual employment in a full-time or regular part-time position in the bargaining unit.

The seniority date of employees who have completed a probationary period shall be the employee's original start date.

ARTICLE 15 **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 Director of Public Works shall post a notice stating to whom the position has been awarded.

Any employee promoted to a new job grade shall be placed at a step in the new grade which is greater than the step they were at in their old job grade.

Requirement of job posting shall be within four weeks from vacancies.

Each employee shall be furnished with a copy of his/her job description. All Union Job Titles/descriptions will be put into the contract.

When a position covered by this Agreement becomes vacant, such vacancy, shall be sent to the union / steward the title of the position, salary, location (department) duties and qualifications required whether temporary or permanent, for review.

Town shall advertise any vacancy covered by the terms of this Agreement such notice will be posted in departments next to any time clocks and on bulletin boards in the work areas.

Custodians: When a custodian position becomes available, within ten (10) working days, the DPW Director shall notify the Union Steward that a vacancy exists and the location and hours of work of said vacancy. Within fourteen (14) calendar days, the Union Steward shall call a meeting of all custodians and will have internal bidding for that vacancy and others that become available. When all internal bidding is complete, the union steward shall notify the DPW Director of the results of the internal bidding and which vacancy has to be posted. The DPW Director shall have one (1) week to challenge the results of the internal bidding.

The challenge shall be based on the following factors:

- Job performance based upon prior written evaluations measuring, among other factors, experience and quality of work within the Hanover Public Schools and interaction with staff, parents and students, where applicable;
- Interview of individual candidate;
- Comment form from bidder's building principal (or next administrator in charge of building in absence of building principal);
- Consideration of recent discipline (or lack thereof) with assessment of severity of discipline and attendance; and

If said challenge is accepted by the Union, the steward shall have another meeting of the custodians and do another internal bidding. At the end of this bidding, the process above shall be followed again.

If there are no qualified internal applicants, the employer may hire from outside the bargaining unit.

If necessary, a temporary custodian may be hired to cover the vacancy but in no instance should the use of a temporary custodian delay this process.

An internal applicant shall be given sixty (60) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her position and rate.

Custodians: Reduction in Force, Bumping, Recall Rights, Vacancies, Job Postings, Bidding, Transfers:

With respect to custodians regularly assigned to school buildings the following language from the former school contract shall apply. Notwithstanding, the language in this contract defined under "Centralized maintenance organization" shall allow for assignment of custodians to temporary short term tasks outside of a custodian's home location.

1. Reduction in Force, Bumping, and Recall Rights

In the event it becomes necessary to lay off or reduce employees, the employer will have the sole discretion in determining the position and location of the affected position. Such employee selected for lay off shall have the right to bump the least senior employee in the same classification. Maintenance workers may bump custodians. Employees who work less than 20 hours may not bump employees who work 20 hours or more. This option must be exercised in writing to the DPW Director within five (5) working days of notification of lay-off. Job classifications for the purpose of bumping are Maintenance Workers and Custodians. Vacancies occurring during a lay-off will be posted and made available to all employees in the bargaining unit in accordance with Section 2 below. Employees who do not accept an open position within their classification or do not exercise their right to bump within their classification will not be entitled to recall rights.

Laid off employees shall have recall rights for one (1) year from the date of layoff. Recall shall be based upon seniority within classification as of the date of layoff. An employee shall not lose his/her rights of recall if (s)he accepts an open position outside his/her classification.

If, subsequent to a reduction-in-force notice, a vacancy occurs in the unit, a recall notice will be sent via certified mail to the employee most recently reduced from the unit. An employee who accepts recall will have restored upon recall all benefits, including seniority, accrued up to the date of the reduction-in-force. Employees on the recall list will be given priority as substitute workers.

If there are no qualified internal applicants, the employer may hire from outside the bargaining unit.

An internal applicant shall be given sixty (60) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall be returned to his/her old position and rate.

2. Transfers

An involuntary transfer is defined as a change in the position of an employee initiated by the Committee and not voluntarily agreed to by the employee. An involuntary transfer will be made only after a meeting between the employee and the Facilities Engineer Manager, or his/her designee, at which time the employee will be notified of the reasons for the transfer, in writing, if the employee so requests.

Custodians regularly assigned to schools shall constitute their own group. Said rights regarding reduction in force, bumping, recall rights, vacancies, job postings, bidding, and transfers shall only apply to school buildings and school custodians, however nothing in this agreement shall preclude existing employees from other DPW divisions from applying for open positions as school custodians once the internal posting period has passed. Furthermore, nothing in this section gives specific rights to school custodians over custodial or other positions in non-school facilities.

Centralized maintenance organization: The Town and the Union recognize that well trained workers and flexibility of assignments is in the long term best interests of both the Town and the Union and as such agree that while custodial personnel will have a generally assigned workplace, they can be assigned to tasks in other than their home location on an as-needed basis.

ARTICLE 16

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.

Drug and Alcohol Testing: Custodial workers regularly assigned to school buildings will continue to be subject to pre-employment, post-accident, and reasonable-suspicion drug and alcohol testing. The Town will follow Town policy, "Drug and Alcohol-Free Workplace Policy 00-02, as amended". Only trained and qualified personnel will be able to order testing for reasonable suspicion.

ARTICLE 17

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 \$900. Clerical employees shall have an annual \$300.00 clothing allowance. Purchases will be allowed between July 1st and May 1st, in any given year.

Custodians: Full time custodial workers regularly assigned to school buildings shall be entitled to a uniform allowance of \$900 per year. Uniforms shall be purchased from an approved vendor subject to the policies of the Director of Public Works or his designee. Purchases will be allowed between July 1 and May 1 in any given year. School custodians found not wearing uniforms may be subject to disciplinary action.

ARTICLE 18

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 effective July 1, 2014:

LICENSE	STIPEND
CDL	\$1,200
Tradesman's License	\$2,000
Pesticide	\$3,900
Hoisting	\$2,000
Hoisting & Class A or 4G	\$2,800
Grade I Distribution and 4G	\$2,500
Grade II	\$3,100
Grade II with Backflow Tester & Grade III or higher	\$3,900

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.
- C. Any Custodian having or upon acquiring a hoisting license shall be entitled to the stipend.

ARTICLE 19

DUES DEDUCTION

Section 1

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 Fee

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 dues paying member of the Union shall be subject to an agency service fee. 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 20

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 21 **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 22 **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 23 **PEOPLE CONTRIBUTION**

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.


ARTICLE 24
DURATION

This Agreement shall become effective as of July 1, 2023, and shall continue in full force and effect until June 30, 2026, 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 November 15, 2025, or the anniversary thereof; otherwise, it shall continue from year to year.

AFSCME, COUNCIL 93, LOCAL 1700, AFL-CIO




Jason Hook



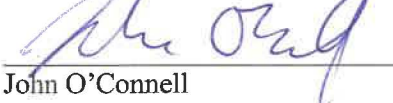
Adam Flood



John Moore



Scott Kinsman

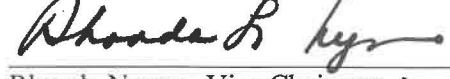


John O'Connell

TOWN OF HANOVER
BOARD OF SELECTMEN




Vanessa O'Connor, Chairman



Rhonda Nyman, Vice Chairman



John C. Tuzik



David R. Delaney



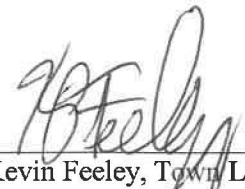
Steven Louko

Signed this 27 th day of November, 2023.

Approved as to form:



Paul Faria, 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)
STAFFING LEVELS**

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 Union agree to meet within sixty (60) days following the execution of this collective bargaining agreement to discuss staffing levels and qualifications for standby.

Union

Town

Date

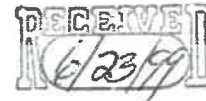
APPENDIX A

	EFFECTIVE JULY 1, 2023					EFFECTIVE JULY 1, 2024					EFFECTIVE JULY 1, 2025				
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
A-5 Chief Water Treat. Plant & Pump. Sta. Opr.	\$ 39.55	\$ 39.95	\$ 40.35	\$ 41.96	\$ 43.64	\$ 40.54	\$ 40.95	\$ 41.36	\$ 43.01	\$ 44.73	\$ 41.56	\$ 41.97	\$ 42.39	\$ 44.09	\$ 45.85
PRODUCTION															
P-6 Foreman-Highway	\$ 32.64	\$ 32.96	\$ 33.29	\$ 34.62	\$ 36.01	\$ 33.45	\$ 33.79	\$ 34.12	\$ 35.49	\$ 36.91	\$ 34.29	\$ 34.63	\$ 34.98	\$ 36.38	\$ 37.83
Foreman-Water Distribution															
Foreman-Public Grounds															
Foreman-Master Mechanic															
Foreman-Transfer Station															
Foreman-Custodians															
Foreman-Maintenance															
P-5 Cemetery Supervisor	\$ 28.32	\$ 28.60	\$ 28.89	\$ 30.05	\$ 31.25	\$ 29.03	\$ 29.32	\$ 29.61	\$ 30.80	\$ 32.03	\$ 29.75	\$ 30.05	\$ 30.35	\$ 31.57	\$ 32.83
Skilled Motor Equipment															
Skilled Water Distribution															
Water Treatment Plant & Motor Equipment Repairman															
Skilled Maintenance Worker															
P-4 Equipment Operator	\$ 27.71	\$ 27.98	\$ 28.26	\$ 29.39	\$ 30.57	\$ 28.40	\$ 28.68	\$ 28.97	\$ 30.13	\$ 31.33	\$ 29.11	\$ 29.40	\$ 29.69	\$ 30.88	\$ 32.12
Water Distribution Mechanic															
Semi-Skilled Maintenance															
P3A Custodian	\$ 26.71	\$ 26.98	\$ 27.25	\$ 28.34	\$ 29.47	\$ 27.38	\$ 27.65	\$ 27.93	\$ 29.05	\$ 30.21	\$ 28.06	\$ 28.34	\$ 28.63	\$ 29.77	\$ 30.96
P-3 Truck Driver/Laborer	\$ 25.37	\$ 25.62	\$ 25.88	\$ 26.91	\$ 27.99	\$ 26.00	\$ 26.26	\$ 26.53	\$ 27.59	\$ 28.69	\$ 26.65	\$ 26.92	\$ 27.19	\$ 28.28	\$ 29.41
Meter Reader															
Laborer/Unskilled Main. Worker															
PT-5 Part Time Clerk Typist	\$ 21.40	\$ 21.62	\$ 21.83	\$ 22.71	\$ 23.61	\$ 21.94	\$ 22.16	\$ 22.38	\$ 23.27	\$ 24.20	\$ 22.49	\$ 22.71	\$ 22.94	\$ 23.85	\$ 24.81
PT-6 Operator Trainee	\$ 22.50	\$ 22.72	\$ 22.95	\$ 23.87	\$ 24.82	\$ 23.06	\$ 23.29	\$ 23.52	\$ 24.47	\$ 25.44	\$ 23.64	\$ 23.87	\$ 24.11	\$ 25.08	\$ 26.08
Trainee	\$ 16.89	\$ 17.60	\$ 18.23			\$ 17.23	\$ 17.95				\$ 17.83	\$ 18.58			
Effective the first full pay period in July of 2023, salary rates shall be increased by two and one half percent (2.50%). Effective the first full pay period in July of 2024, salary rates shall be increased by two and one half percent (2.50%). Effective the first full pay period in July of 2025, salary rates shall be increased by two and one half percent (2.50%).															

APPENDIX B
JULY 1, 2023 thru June 30, 2026

Last Name	First Name	Job Title	Date of Hire
ALEXANDER	ALFRED	Custodian	02/20/2013
BALBONI	ROBERT	Skilled Maintenance Worker	09/08/2017
BAXTER	DAVID	Custodian	01/21/2020
BELISLE JR.	THOMAS	Unlicensed Water Treatment Operator	06/06/2022
BELLANTONI	BARBARA	Temporary Clerk	10/01/2013
BERRY	MICHAEL	Custodian	03/16/2006
BLINSTRUB	THOMAS	Custodian	08/23/2000
BLYTHE	GARDNER	Skilled Equipment Operator	11/19/2011
BROOKS	THOMAS	Custodian	04/22/2015
CHENEY	JAKE	Equipment Operator	06/13/2016
CHIAPPINI	EDWARD	Custodian	05/29/2019
CHIARELLI	GREGORY	Unlicensed Water Treatment Plant Operator	Temp. 05/13/2019 Full Time 11/14/2020
CHIARELLI	THOMAS	Truck Driver/Meter Reader	01/07/2014
CLOUTIER	KERRY ANN	Custodian	04/28/2017
COLEMAN	KEVIN	Skilled Water Distribution Mechanic	03/28/2006
CONANT JR.	ROBERT	Skilled Water Distribution Mechanic	07/02/1995
COVIELLO	CHRISTOPHER	Custodial Foreman	02/07/2013
CYRUS	JOSEPH	Skilled Maintenance Worker	Temp. 12/11/2017 Full Time 06/15/18
DAHLSTROM	JILL	Custodian	01/28/2016
DEYOUNG	TRACY	Custodian	09/04/2002
DIBIASE	CODY	Water Treatment Operator (unlicensed)	12/26/2018
DISHAW	JAMES	Highway Foreman	08/23/2021
DRAKE	DANA	Transfer Station Gate Attendant	03/12/2020
EDGAR	ROBERT	Transfer Station Gate Attendant	06/07/2005
FARLEY JR.	ROBERT	Unskilled Operator	12/20/2002
FLOOD	ADAM	Water Distribution Foreman	04/27/2010
GARVIN	CHRISTOPHER	Skilled Water Distribution Mechanic	01/06/2020
GOLEMME	BRIAN	Custodian	05/07/1996
HOOK	JASON	Custodian	09/01/2009
HOOK	ROBERT	Custodian	08/16/1986
KENDRICK	SCOTT	Water Treatment Plant Operator	02/20/1999
KINSMAN	SCOTT	Custodian	06/10/2002
LAVANGIE	TODD	Chief Water Plant Operator	Temp. 09/18/2000 Full Time 07/01/2001

LESLIE	MARK	Custodian	05/25/2001
LINCOLN	MATTHEW	Water Treatment Plant Operator	10/31/2016
MACKEY	PETER	Equipment Operator	02/27/2023
MACMACKIN	WILLIAM	Custodian	11/07/2005
MANCUSO	RICHARD	Custodian	01/05/2004
MARCHAND	TIMOTHY	Equipment Operator	01/19/2016
MCCARTHY	KEVIN	Skilled Equipment Operator	12/15/2014
McDONNELL	NICHOLAS	Maintenance Foreman	05/06/2014
MCNAMARA	STEPHEN	Public Grounds Foreman	02/10/1992
MCNELIS-DAVENPORT	FRANCES	Transfer Station Gate Attendant	07/23/2021
MOHN	JOEL	Truck Driver/Labor/Meter Reader	12/14/2016
MOORE	JOHN	Skilled Equipment Operator	08/08/2011
MOUGHALIAN	DIANE	Custodian	Temp. 08/30/2016 Full Time 10/17/2020
MURPHY	STEPHEN	Custodian	05/20/2013
O'CONNELL	JOHN	Equipment Operator	01/06/2015
O'CONNOR	PATRICK	Skilled Maintenance Worker	10/20/2021
PARFUMORSE	BARRY	Mechanic Foreman	11/23/2009
PROUTY	J BRIAN	Equipment Operator Transfer Station	01/10/2020
RODERICK	DALTON	Custodian	09/22/2022
ROGERS	BRUCE	Skilled Equipment Operator	11/05/2013
SALDANHA	FABRICIO	Custodian	Temp. 07/30/2020 Full Time 10/17/2020
SANFORD	WILLIAM	Water Treatment Operator	06/14/2018
SHEA	THOMAS	Part-Time Custodian	02/26/2018
SILVA	SHAWN	Unskilled Equipment Operator	06/14/2014
SMITH	DAVID	Skilled Equipment Operator	06/19/2012
STOREY	KENNETH	Transfer Station Foreman	09/18/2014
VAUGHAN	LYNDA	Transfer Station Gate Attendant	07/24/2021
WALKER	ALEXANDER	Water Treatment Operator	07/30/2018
WHEALAN JR	WILLIAM	Custodian	08/09/2004



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

APPENDIX D

Upon execution of this agreement there shall be established a subcommittee to develop a policy for overtime and overtime details. Below is a list of topics to be discussed and incorporated into the policy.

Create a detail/overtime policy for custodians working in school buildings incorporating the following:

1. Notice that the school will be used after hours. This can be done via email to custodians or by entering the information into School Dude.
2. If the school will be open to the general public (basketball game, dance recital, etc.) and there will be more than 50 people in attendance then a custodian should be assigned to work.
3. If food will be served then a custodian should be assigned to work. An example would be the football team doing a fundraiser like a ham and bean supper.
4. This policy in no way limits a principal from having a staff meeting and serving coffee and/or donuts to his/her staff as long as they leave the room in the same order as they found it.

APPENDIX E

Video Camera Guidelines

1. The cameras were installed for safety and security reasons for the Town, its staff and residents only.
2. The cameras are monitored by Town personnel who have oversight authority of Town Buildings.
3. The cameras are placed in locations at the sole discretion of the Town.
4. The cameras will not be used as any part of a time study.
5. The cameras will not be used to discipline any employee unless the employee is engaged in an activity which is illegal or in violation of Town policies and procedures.
6. A current listing of the locations of cameras shall be available to the union leadership.