

AGREEMENT
BETWEEN
THE
TOWN OF BREWSTER
AND
SERVICE EMPLOYEES INTERNATIONAL UNION



DEPARTMENTS OF DPW / GOLF / WATER
JULY 1, 2009 – JUNE 30, 2012

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PREAMBLE

THIS AGREEMENT entered into this first day of July in the year 2009 by and between the Town of Brewster, acting by and through its Board of Selectmen, hereinafter referred to as "The Town", and the Service Employees International Union, Local 888, hereinafter referred to as "The Union", has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other conditions of employment, all with a view toward rendering the most efficient and progressive service to the residents of the Town.

In order to provide a means of continuing communications between parties and for promoting a climate of constructive employee relations, a Labor/Management Committee shall be established which shall consist of up to two (2) members of the Board of Selectmen, the Town Administrator, and the appropriate department head, if required, and an equal number of members appointed by the Union. The subject matter for such labor management committee shall be restricted to items which are not subject to the grievance and arbitration procedures or collective bargaining.

This committee shall meet periodically, as requested, and the meetings shall not be for purpose of discussing pending grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall relate to the general application of this agreement and to other matters of mutual concern including improvements of employer/employee relations.

ARTICLE I

RECOGNITION

In accordance with the certificate of the Massachusetts Labor Relations Commission in Case MCR-2362, issued on July 9, 1976, and Case MCR-3238, issued on December 11, 1981, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, standards or productivity and performance, and other terms and conditions of employment of all permanent full-time and part-time positions (20 hours or more per week on a regular basis) in the Department of Public Works, Golf Department and the Water Department, as well as the Council on Aging Bus Driver and the Custodians, including all positions as listed on Job Classification Schedule attached hereto, but excluding Foreman, Water Systems Superintendent - Water Department, Superintendent, Foreman - DPW, Foreman, Assistant Superintendent and Superintendent - Golf Course and all other employees of the Town.

ARTICLE II

PAYROLL DEDUCTION OF UNION DUES AND AGENCY FEE

Section 1. The Town agrees that Union dues, determined in accordance with the Constitution and Bylaws of the Union, shall be deducted weekly from the salary of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deduction. Such authorization shall remain in full force and effect until the employee ceases to be employed in the bargaining unit, or, if the employee remains in such employment, until sixty (60) days after notice in writing by the employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.

Section 2. Agency Fee. As a condition of his/her continued employment while this contract shall be in effect, every employee covered by this contract, if and when not a member in good standing of the Union shall pay, or by payroll deductions shall have paid, to the Union, an agency service fee which shall be equal to the regular membership fee all in accordance with the provisions of Chapter 150E, Section 12 of the Massachusetts Laws Annotated.

The Union agrees to indemnify the Town for damages or other financial loss which the Town may be required to pay or suffer by an administrative agency or Court of competent jurisdiction as a result of the Town's compliance with this Article. No request to dismiss or suspend an employee for noncompliance shall be honored so long as there is a dispute before the Division of Labor Relations or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General laws, Chapter 150E, Section 12, or so long as the employee's demand for rebate of part of the service fee remains in dispute or the employee has a challenge to the amount of the agency service fee before the State Labor Relations Commission.

Section 3. Information. The Union shall furnish the Town with a certified list of employees who are members in good standing as of the date of this agreement, and shall thereafter furnish the Town the names of any other employees who become members of the Union. The Town agrees to provide the Union with a list of employees hired, terminated and reclassified whenever a change occurs.

Section 4. Payroll Deduction. The Town shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for Service Employees International Union, Local 888, Committee on Political Education (COPE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of SEIU, Local 888, semi-annually, by check, along with a listing of persons who donated such monies. Should the amount of such contributions reach \$15/month the Town will then forward them monthly. If all the cells on the software are taken and the Town of Brewster needs an additional cell the Town will examine this cell to see if fifty (50%) percent of the membership is participating. If fifty (50%) percent of the membership is not participating, it will be eliminated.

Said deductions may be collected by the Town in combination with the Union dues and forwarded to the Union for separation and accounting.

ARTICLE III NONDISCRIMINATION

Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, sexual orientation, disability, political beliefs, national origin, marital status, age, membership nor non-membership in the Union. Before the Union submits a demand for arbitration to the American Arbitration Association on a grievance alleging a violation of Article III, the allegedly aggrieved employee shall execute a written waiver of any statutory recourse he/she may have for such claim. The written waiver shall be in a form acceptable to the Town. If the employee fails to execute the written waiver acceptable to the Town, the Union agrees the grievance is not arbitrable.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. The Town shall retain all the rights, powers and authority it had prior to the signing of this agreement, either by law, custom, practice, usage or precedent to manage and control and to determine the methods and means by which the operations of the Town are to be carried on and to direct the employees of the Town in any manner, including the right to issue reasonable rules and regulations, the right to assign and transfer employees, the right to establish new job classifications, job duties and functions and to establish reasonable work schedules. The exercise of the aforesaid rights shall remain exclusively within the prerogative of management so long as not in conflict with any of the provisions of this Agreement.

Section 2. It is agreed by the parties that during the term of this agreement, or any renewal thereof, there will be no strikes, stoppages, lockouts, picketing, banners or advertisements concerning any matter in dispute between the Town and the Union or the employees. In the event of a violation of this section, the Union agrees to hold employees' meetings to bring about immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the differences or dispute during the existence of such violation or before normal work has been resumed.

ARTICLE V GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of the provisions of this agreement, shall be settled in the following manner:

Step 1. The Union steward and/or representative, with or without the aggrieved employee, shall submit the grievance in writing to the head of the department in which the grievant is employed within ten (10) working days after the employee knew of the occurrence of failure or occurrence of the incident upon which the grievance is based.

Step 2. If the grievance has not been resolved by the department head within five (5) working days after its submission, it shall be submitted to the Town Administrator within seven (7) days after the Step 1 response is due.

Step 3. If the grievance has not been resolved by the Town Administrator within five (5) working days after its submission, it shall be submitted to the Board of Selectmen within seven (7) working days after the Step 2 response is due. The Water Commissioners may join with the Board of Selectmen at Step 3 and participate fully in the Step 3 deliberations and answer of the Board concerning grievances arising in the Water Department.

Step 4. If the grievance has not been resolved by the Board of Selectmen within ten (10) working days after its submission to them the Union, and only the Union, may submit the grievance to arbitration within ten (10) working days following the Board of Selectmen's answer or the date said answer is due, whichever date comes first.

Section 2. Time Limits If at the end of the ten (10) working days next following the occurrence of any grievance, the grievance shall not have been presented at Step 1 of the procedure set forth herein, the grievance shall be deemed to have been waived and not entitled to further consideration or remedy under this grievance procedure or arbitration. Furthermore, any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure by the Union shall not have been taken within the time specified thereof. Any time limits herein set forth may be waived and/or extended by mutual agreement of the parties. All responses from the town shall be in writing and the Union shall have the option of waiting for such a written response at any step or proceeding to the next step in accordance with the time specified.

Section 3. The arbitration shall be conducted by the American Arbitration Association under its existing rules of procedure. 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 subtracts from this agreement or which modifies or abridges the management rights and prerogatives of the Town. Costs of the arbitration proceedings, except for transcripts requested by a party, shall be shared equally by the Town and the Union.

Section 4. Notwithstanding any contrary provisions of this agreement, any matter concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration provisions of this article. Grievance involving the discharge of a permanent full-time and part-time employee who has completed his probationary period may be initiated at Step 2 within the ten (10) working day period specified in Step 1.

Section 5. This article shall not preclude any employee from presenting individual grievances directly to the representative of the Town so long as the settlement of any such individual grievance does not affect other bargaining unit employees and is not contrary to any of the provisions of this agreement.

Section 6. Where Steps 1 and 2 of the grievance procedure take place during work hours, the Union representative and employee involved in the grievance meetings will be allowed reasonable time off with pay. Time off with pay shall not be provided under Step 4 (arbitration) of the grievance procedure.

Section 7. The Town shall have the right to file a grievance under the same conditions as described above for the filing and processing of a grievance through arbitration for the Union or for an employee. Should the Town file a grievance, it shall be processed beginning at Step 3.

ARTICLE VI **DISCIPLINE AND DISCHARGE**

Section 1. A permanent, full-time or part-time employee covered by this agreement, with more than six (6) months of continuous active service, shall not be disciplined or discharged except for just cause. Where periodic evaluations of a permanent employee's work show that he/she is not performing his/her job in a manner "deemed to be in the best interests" of the Town, this shall be understood as just cause for discipline or discharge.

Prior to discharging a permanent employee based on his/her job performance, he/she shall first be provided with both an oral and written warning that his/her performance requires improvement. It is understood that circumstances may warrant more immediate disciplinary action.

Section 2. Any dispute concerning an employee who is disciplined or discharged and who has not completed his six (6) month probationary period shall not be the subject of grievance or arbitration.

Section 3. Where an employee is warned that his/her performance is unsatisfactory, said warning shall be reduced to writing and placed in his/her personnel file. Before being placed in the file, the employee shall be shown the writing and sign same. The employee's signature shall not indicate agreement with the writing, but only that he/she has read it.

Section 4. When a unit member takes a promotion or a transfer the probationary period shall be 90 days. Should the unit member not successfully complete his/her probation he/she shall be returned to his/her former position with appropriate the merit and pay adjustment as if the individual had not been promoted.

ARTICLE VII

HOURS OF WORK AND OVERTIME

(Full-time Employees Only)

Section 1. All employees covered by this agreement shall work a regular work week of forty (40) hours and a regular work day of eight (8) hours, with the exception of the Town Offices evening custodian who shall work a regular work week of thirty-five (35) hours and a regular work day of seven (7) hours. All employees in the bargaining unit with the exception of personnel working at the Solid Waste/Recycling/Transfer Station operations and Golf Course will work a Monday through Friday work week. All full time employees in the bargaining unit as of the date of the execution of this agreement will work five (5) consecutive days with two (2) days off. This schedule for five (5) consecutive days of work with two (2) days off may be waived for golf maintenance personnel if it is agreeable to both the Director of Golf and the golf maintenance personnel, and approved by the Town Administrator.

Hours of work for the Department of Public Works and the Water Department will be 7:30 a.m. to 4:00 p.m. (except personnel working at the Solid Waste/Recycling/Transfer Station operations).

Hours of work for the golf maintenance personnel will be 5:00 a.m. to 1:30 p.m. from April 1 to November 30; and 6:00 a.m. to 2:00 p.m. from December 1 to March 31.

Each employee shall be provided with one-half hour unpaid meal period during the work day, said meal period to be scheduled as close to the middle of the work shift as possible. This provision may be waived for golf maintenance personnel if it is agreeable to both the Director of Golf and the golf maintenance personnel.

Section 2. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except in emergency situations employees shall be given reasonable notice of any change in their work schedules. Subject to the foregoing and after discussion with the Union, the Town reserves the right to make changes in existing work shifts (starting and quitting times) as the needs of the Town require so long as the change is not arbitrary or capricious.

Section 3. All work performed in excess of forty (40) hours in the work week shall be compensated at the rate of time and one-half the regular pay. All time for which an employee is on a full-pay status shall be considered time worked for the purpose of calculating overtime compensation, if the employee is entitled to overtime. There shall be no compensatory time in lieu of overtime cash payment for the time worked in excess of forty (40) hours in the work week. Where an insufficient number of employees volunteer for overtime work, the department head may require employees to perform reasonable amounts of overtime as the needs of the Town require. Overtime work shall be distributed fairly and equitably within each department among all employees qualified to perform said work. Overtime assignments will be made by rotating seniority lists for qualified employees

in each department. An overtime refusal will be treated as overtime hours worked for purposes of equal distribution of overtime. Overtime pay earned will be included in that week's regular paycheck.

Section 4. When an employee is called in to work outside his/her normal shift hours, he/she shall receive a minimum of three (3) hours pay at the time and one-half rate except where he/she is called in less than three (3) hours before his/her regular shift starting time, in which case he/she shall receive time and one-half only for the time worked. When an employee is called into work for unscheduled overtime that employee will be considered on duty from the time he/she is called so long as the employee actually reporting time is within 30 minutes from the time of the call. However that employee is not considered on duty until they reach the place of employment for purposes of worker compensation and other legal and liability purposes.

Section 5. Any employee who is assigned by the administrative authority to work in a position in a higher grade for more than ten (10) consecutive work days, shall receive the next highest pay rate in the higher grade for continuous service thereafter. This provision will not be available for assignments related to work coverage for unit members who are on vacation leave. The minimum pay adjustment for this type of reassignment will be five percent (5%). If the employee is assigned to work in the same higher position within the subsequent three (3) months, the employee will receive the next highest pay rate in the higher grade retroactive to the first day of the second assignment. Any employee who is the beneficiary of a pay adjustment increase due to this provision, and who transfer to a permanent position with a lower classification grade shall have their pay rate reduced by that same amount.

Section 6. When an employee employed in a job classification below a job classification of a Grade 6 is operating the roadside brush mower or the street sweeper, the Town will pay that employee an additional twenty-five cents per hour.

Section 7. Emergencies. During emergency situations (those situations where an employee is asked to work more than 16 hours in any one day) the employee will be on paid status and work 16 hour shifts followed by a 4 hour unpaid break and then 16 hours of work until the emergency resolves. Where both the town and the union agree, the requirement of a four (4) hour unpaid break may be disregarded.

ARTICLE VIII HOLIDAYS

Section 1. The following twelve and one-half (12 ½) days shall be recognized as legal, paid holidays within the meaning of this bylaw:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriots' Day	Thanksgiving Day

Memorial Day	Day after Thanksgiving
Independence Day	$\frac{1}{2}$ Day before Christmas
	Christmas Day

*In a calendar year in which Christmas falls on a Saturday, Sunday or a Monday, there will be no one-half (1/2) day off on the preceding Friday; however, when Christmas falls on a Tuesday, the Town will grant one full day (1) off on the day preceding the Christmas holiday.

Whenever one of those designated holidays falls on a Saturday, those employees eligible to receive holiday pay shall be excused on Friday in the case of Saturday holiday or on Monday in the case of a Sunday holiday.

Section 2. All full-time and part-time employees in continuous employment shall be excused from all duty not required to maintain essential Town services.

Section 3. Every such employee shall be entitled to these designated holidays on the following terms:

- a. If paid on an hourly basis, he or she shall receive one day's pay at the regular rate based on number of hours which would have been worked on the day on which the designated holiday occurs. Holiday pay equals eight (8) hours pay at the straight time hourly rate. Those working less than an eight (8) hour day will receive holiday pay in the proportionate amount of hours worked.
- b. If paid on a weekly (or other standard basis), he or she shall be granted each designated holiday without loss of pay.

Section 4. Payment under provisions of this section shall be made provided the eligible employee shall have worked on his/her last regularly scheduled work day prior to and his/her next regularly scheduled work day following such holiday or was on authorized paid leave on such preceding and following days.

Section 5. Hourly employees required to work on a designated holiday shall be compensated at the rate of one and one-half times the basic hourly rate (rate of double time for Thanksgiving and Christmas).

Section 6. Any paid holiday falling within a vacation period will not be charged to vacation leave.

Section 7. Those employees working at the Solid Waste/Recycling/Transfer Station operations will have the option of arranging with the DPW Superintendent or the Working Foreman to take either three (3) consecutive days off in relation to an observed holiday within seven (7) days of the holiday, or work through the holiday at "double time and one half" wages, provided that at least two (2) employees are on duty. This option is subject to snow clearance and emergency scheduling.

ARTICLE IX **NON-RESIDENT BENEFITS**

All members of the bargaining unit will be eligible for resident benefits for a beach vehicle permit, a shellfish license and/or golf membership. This provision will be provided on a three-year (3) trial basis. The Board of Selectmen has the sole right to eliminate this employee benefit at any time during this contract should they determine that it is not in the best interest of the town. The decision of the Board of Selectmen is not subject to further negotiations with the bargaining unit or subject to the provisions of the grievance and arbitration provisions of this contract.

ARTICLE X **VACATIONS**

Section 1. Employees covered by this agreement shall be granted vacation leave as follows: *

- After twelve (12) months of continuous service, the employee is entitled two weeks of vacation leave. After six (6) months of continuous service, one of the two (2) weeks may be used.
- Beginning the second (2nd) year through the fifth (5th) year of continuous service - 10 work days
- Beginning of the sixth (6th) year through the tenth (10th) year of service - 15 work days
- Beginning of the eleven (11th) year through the fifteen (15th) year of service - 20 work days
- Beginning of the sixteen (16th) year or more of service - 25 work days

One week vacation equals five (5) work days and one week vacation pay is equal to the weekly rate in effect at the time the vacation is granted.

Section 2. Years of service for purposes of vacation eligibility shall be based upon the employee's anniversary date of hiring.

Section 3. Vacations may be scheduled at any time during the year with the approval of the department head. Where the department head determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, he/she may deny the requested vacation period. If more than one employee requests the same vacation period and the department head determines that only one such leave can be approved, seniority shall be the determining factor based upon length of service from date of permanent appointment. Vacation requests should be submitted to the department head on or before March 1st of each year. This vacation scheduling deadline may be waived at the

discretion of the department head. Vacation leave must be utilized in a minimum of half-day increments.

Section 4. Vacations shall be taken in the year in which due and shall not accumulate from year to year unless exception is approved by the Town Administrator.

Section 5. Upon termination of employment the employee shall be compensated for any accrued and unused vacation time prorated in the proportion that the number of months of service since July 1 of the preceding year (including the month in which employment is terminated) bears to twelve. In the event of the death of an employee, any such accrued vacation pay shall be payable to his estate.

*This benefit will be pro-rated for part-time employees.

ARTICLE XI **SICK LEAVE, PERSONAL LEAVE, SICK LEAVE** **BUY BACK***

Section 1. Employees shall earn sick leave at the rate of one and one quarter (1 1/4) days per month for each month actually worked up to a maximum of fifteen (15) days per year. Unused sick leave may be accumulated from year to year up to a maximum of 180 days. Annual sick leave credit will be reduced to three quarters (3/4) days per month once an employee reaches maximum accumulation.

Section 2. An employee who is ill and desires sick leave credit shall notify his/her department head of such illness prior to the start of his/her work shift, whenever possible, and in no event later than one (1) hour after he/she is scheduled to start work.

Section 3. The Town reserves the right to require an employee's physician to submit a certificate of illness prior to the payment of sick leave after 3 consecutive days of illness, reserves the right to contact said physician and to require an examination by the Town-designated physician.

Section 4. Twenty-four (24) hours per year will be granted for personal emergencies, acceptable to management and not cumulative nor subject to grievance.

Section 5. Upon retirement, pursuant to the Barnstable County Retirement Plan rules and regulations pertaining to retirement, employees will be eligible for payment of ten (10) percent of the dollar value of unused sick leave, up to a maximum of one hundred and eighty (180) days. An employee's current unused sick leave will be included in the maximum number of days eligible for buyback.

Section 6. The basic purpose of the Sick Leave Bank, hereafter referred to as the bank, is to provide additional sick days to a member who has exhausted his/her own sick days and is in an extended illness situation. The bank is designed to not present any

additional cost to the Town in terms of sick days or management of the program. The intent is to provide income through sick days, to the unfortunate member in need of them, by the membership as a whole.

The following will be the format of the functioning and administration of the Bank:

- A. The administration of this bank shall be vested in a sick leave bank committee comprised of three (3) persons, two (2) who shall be elected by the Union and one appointed by the Town who shall serve as chairperson.
- B. In the first year each employee who wishes to be a member shall notify the committee of their intent to become a member and shall contribute two (2) days of annual sick leave entitlement into the bank on July 15th.
- C. In order to be eligible for membership in the bank, an employee must have at least ten (10) accumulated sick days.
- D. Each subsequent year each member of the bank will donate one (1) sick day at the beginning of each fiscal year with the following exception. After a member has accumulated the maximum number of sick days, he/she may donate a maximum of two (2) days per fiscal year as long as he/she remains above the maximum accumulation.
- E. A member must use all of his/her sick days prior to applying for use of sick leave bank days.
- F. Only those employees who are active members will be eligible to apply for use of sick leave days.
- G. A member must request use of sick leave bank days by submitting a written request to the bank committee chairperson on a form approved by the bank committee.
- H. Any member of the sick leave bank who requests use of sick leave bank days agrees to permit the bank committee access to his/her attendance and sick leave records.
- I. The bank committee shall vote on each request of sick leave bank days and report their vote to the Town Administrator. Approval of the bank committee is necessary to be entitled to the use of sick bank days.
- J. The denial of the bank committee is not subject to the grievance and arbitration procedure of the collective bargaining agreement.
- K. When a member applies to the bank committee to use bank days, an employee will be limited to receiving double the number of days the member had available to use from his/her own sick leave account for the

present illness or injury.

L. The limitation imposed by Paragraph K above can be waived by a unanimous vote of the bank committee. The committee will then set the number of days available for the member to use.

M. The bank committee has the right, in case the bank has depleted all of its days, to come before the membership for additional assessment of sick days, subject to 2/3 vote of members present at the meeting.

N. Any member, who has used bank days, may at his/her discretion, repay any or all days used.

O. Any employee who is an active member of the sick leave bank and is ill and unable to contribute sick leave days on July 1st or at request time, shall not be penalized or removed from membership.

*These benefits shall be pro-rated for part-time employees.

Section 7. Each employee may be required to submit annually to a physical examination administered by a Town designated physician. Examination by a Town designated physician may be required at other times during the year where the Town has reason to doubt an employee's ability to perform his/her job in a safe fashion, endangering himself and others. In such instances the physician's report and recommendations may serve as a basis for medical probation or dismissal.

Section 8. Occupational Illness or Injury. An employee who suffers a personal injury or illness arising out of or in the course of his/her employment with the Town will be entitled to benefits pursuant to G. L. C. 152 (Workers Compensation Law). The employee shall receive his/her base pay, less any payment received under the Workmen's Compensation Law of the Commonwealth provided the employee has accumulated sick leave in his/her account from which sick leave may be deducted. The deduction from the employee's sick leave account will begin with the date of injury.

Section 9. An employee may use up to five (5) days of sick leave to care for the illness of a spouse, child or for the employee's medical appointment (limit of three [3] hours).

ARTICLE XII **BEREAVEMENT LEAVE**

An employee shall be granted up to five (5) days leave with pay in the event of a death in the immediate family, including parents, spouse, and son/daughter. Three (3) days' leave with pay shall be granted in the event of a death of sisters, brothers, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandchildren. Five (5)

consecutive days' leave may be granted at the discretion of the Town Administrator, after consultation with the appropriate department head.

ARTICLE XIII JURY DUTY

The Town agrees to comply with state law with regard to jury duty (See attached current statute). Any employee required to serve on the jury and thus having to be absent from his/her regular duty shall be paid in conformance with state and federal laws as applicable.

ARTICLE XIV GROUP INSURANCE

Section 1. All eligible employees may participate in any insurance plan offered by the Town of Brewster. Effective on the date that all bargaining units in the Town of Brewster agree to this provision, or amendments to G.L. c. 32B permitting individual bargaining units to bargain different premium contribution rates, the monthly health insurance premiums for the group indemnity plan shall be split 65% paid by the Town and 35% paid by the employee. During the term of this Agreement, the Town may eliminate the current indemnity plan and replace it with an alternate plan. The monthly health insurance premiums for the PPO and HMO plans shall be split 75% paid by the Town and 25% paid by the employee.

Section 2. Eligible employees may participate in a rate saver HMO (EPO) and PPO plans that will have approximately a 10% lower premium than the rates of the standard or legacy HMO and PPO plans but will have a higher member out of pocket costs than their legacy counterparts; and a voluntary (employee pay all) vision services plan provided by the EyeMed Vision Care.

Section 3. New employees shall enter the group health and life insurance plan thirty (30) days after employment.

Section 4. Insurance claims under the health and life insurance coverage provided by the Town are not subject to the grievance procedure.

ARTICLE XV JOB POSTING, BIDDING AND LAYOFFS

Section 1. When the Town decides to fill a vacancy occurring in a position covered by this agreement, the vacancy shall be posted in a conspicuous place in all bargaining unit

departments listing the pay, duties and qualifications for the position. The notice of vacancy shall remain posted for seven (7) days and permanent full-time and part-time employees, who have completed their probationary period, shall apply to the Town Administrator or designee in writing within the posting period if interested in the position.

Section 2. The Town Administrator or designee's selection shall be made on the basis of qualifications, ability and dependability and, where such factors are relatively equal, seniority shall be the determining factor. Applications from outside the bargaining unit may be sought and processed simultaneously. The Town Administrator or designee's shall be the sole judge of qualifications, ability and dependability, provided that such judgment is not exercised arbitrarily, capriciously or unreasonably. Any dispute hereunder shall be subject to the grievance and arbitration provisions of this agreement except that an employee junior to the employee selected shall not have access to the grievance and arbitration process.

Section 3. Seniority, as used in this article, is defined as length of service of the employee in the employment of the Town. There shall be five (5) separate seniority units: Department of Public Works; Water Department; and Custodians, Council on Aging bus driver and Golf Course. After completion of the employee's probationary period and permanent appointment to his/her position, the employee shall have as his or her seniority date the original date of hire in continuous service also called anniversary date. Seniority will be applied in case of layoff, rehire, transfer and vacation.

Section 4. In the event of layoff, the least senior bargaining unit member within the seniority unit holding the eliminated position shall be laid off. Said employee, if qualified, may bump a less senior employee in an equal or lower compensation grade within the same seniority unit. A laid off member shall be placed on a recall list for a two year period following the effective date of the layoff. Said recall list shall be prepared by the Town for this recall period.

ARTICLE XVI **COMPENSATION**

Section 1. The compensation applicable to employees covered by this agreement, effective July 1, 2009.

Section 2. Employees will be eligible to receive an annual merit increase if the employee received the recommendation of his supervisor on his/her performance evaluation form and based upon the pay scales references in Exhibit B.

The following percentages based upon employee performance shall be in effect for the term of this agreement.

	<u>Wage Adjustment</u>	<u>Merit Adjustment</u>
Effective July 1, 2009	2 %	1%
Effective July 1, 2010	3 %	2%
Effective July 1, 2011	3 %	2%

These increases will be effective on July 1 each year thereafter. Any employee dissatisfied with the denial of his/her merit step increase may file a grievance and appeal to the Board of Selectmen but not to arbitration.

Section 3. The town will adjust the classification wage schedule as shown on Exhibit B (Wage Scale Proposal).

ARTICLE XVII **PAST EMPLOYMENT SERVICE CREDIT**

A full-time or permanent part-time employee who has left the service of the Town voluntarily and who is re-employed, within two (2) years, shall after one (1) year of service receive credit for prior employment service in the calculation of certain compensation and benefits entitlements, to include step rate increments, longevity, vacation and sick leave.

ARTICLE XVIII **MISCELLANEOUS**

Section 1. In the event any provision of this agreement is held unlawful by any court or administrative agency of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

Section 2. No monies shall be spent under this agreement unless, and until, the monies necessary to implement this agreement have been appropriated by a town meeting in each of the years in which additional funds are necessary.

Section 3. In the event of a conflict between any provision of this agreement and any personnel ordinance, bylaw, rule or regulation the terms of the collective bargaining agreement shall prevail.

Section 4. Employees covered by this agreement shall have all their wages and benefits established by the collective bargaining process and by this agreement. Any wage or benefit established by personnel ordinance, bylaw, rule or regulation that is not contained herein shall not apply to employees covered by this agreement, unless so specified in this agreement.

Section 5. Any violation of the provisions of this agreement occurring on or before its execution date shall not be a subject of grievance or arbitration.

Section 7. The Town will move to a bi-monthly (every two weeks) payroll in the future. The Town agrees to give the Union 90 days notice prior to the change and an opportunity to discuss the changes. The bi-monthly payroll will not be implemented with the SEIU unless it is implemented with all Town employees.

ARTICLE XIX STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained 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 incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Town to such future performances shall continue in full force and effect.

Section 3. The parties agree that each side had a full opportunity during the course of negotiations to bargain on any and all subjects of bargaining. Accordingly the parties agree that there shall be no obligation to bargain during the course of this agreement concerning wages, hours or other conditions of employment whether set forth in this agreement or not.

ARTICLE XX LONGEVITY

Annual longevity payments of one hundred and fifty (\$150) dollars per year with one hundred fifty (\$150) dollars per year increases annually, thereafter, will be granted to all eligible employees, up to a maximum payment of two thousand two-hundred and fifty (\$2,250) dollars.

Eligible employees will receive this annual payment after six (6) years of continuous service, payable at the next pay period after the employee has completed his or her eligibility service.

Permanent part-time employees hired prior to June 30, 1991 will receive longevity payments on a pro-rated basis. Those permanent part-time employees hired after June 30, 1991 will not be eligible for longevity payment benefits.

Longevity payments for eligible employees shall be frozen at current FY2009 levels for the duration of this collective bargaining agreement. There will be an exception whereby current employees that are not currently receiving any longevity benefits will be eligible to receive the first payment of \$150.00 should they become entitled under section 2 during the life of this contract. Finally the maximum cap for longevity payments will be capped at the sum of \$1,500.00 for those employees under that amount. Employees that are receiving benefits in excess of that sum will continue to receive those benefits at their current monetary level.

ARTICLE XXI PARTIAL INVALIDITY

In the event that any article, section or portion of this agreement is found to be invalid or shall have the effect of loss to the Town of funds made available through Federal law, rule or regulation or through State law, rule or regulation, then such specific article, section or portion of this agreement shall be unenforceable and the parties shall meet within thirty (30) days to discuss amending the contract. However, the remainder of this agreement shall continue in full force and effect.

ARTICLE XXII UNIFORM AND WORK SHOE ALLOWANCE

Section 1. The Town will provide safety work shoes for all employees in the bargaining unit at a cost of no higher than two hundred (\$200.00) dollars for one or more pairs per year. Payment to the employee shall be upon submission of a valid receipt of purchase.

Section 2. When employees are required to wear uniforms by the Town in performance of their duties, the Town will provide the uniform as required.

ARTICLE XXIII LICENSES

The Town will pay for all heavy equipment licenses or any other licenses required for the job. The Town will pay the additional fee between a regular driver license and a Class A, Class B and Commercial Driver's License. The administrative authority or his/her subordinate will not allow employees to operate equipment without the proper license. The Town will pay the expense for licenses for employees who hold additional licenses that are not required for their present position, provided that they could be beneficial to the Town and are approved by the Town Administrator.

ARTICLE XXIV

WORK POLICIES

Guidelines and work policies set by the department head, Town Administrator or the Board of Selectmen shall be posted in the particular department for all employees. Any change in work policies (not involving the exercise of a management right) will require a two (2) week notice to employees, except in the case of an emergency.

ARTICLE XXV

EDUCATION TUITION REIMBURSEMENT

Section 1. A member of the Union, after probation, may submit a written request to the Town Administrator or designee for approval prior to their registering for a course. Upon approval an employee who takes a high school, college or special training course for the purpose of improving his/her education and which is related to the employee's job, shall be eligible for tuition and text book reimbursement by the Town upon successful completion of the course under the following conditions:

- a. The initial benefit will be at two hundred (\$200.00) dollars per course with remaining dollars to be divided equally among the users with additional expenses.
- b. Total reimbursement for all Union members shall be limited to fifteen hundred (\$1,500.00) dollars per year.
- c. Such courses must be taken during off-duty times and all employees agree that they shall make every effort to obtain Federal and/or State funding for their attendance at such classes if such money is available.
- d. The decision of the Town Administrator or designee to approve or disapprove a course for tuition reimbursement shall not be subject to the arbitration procedure.

Section 2. Any employee who attends a work related seminar or trade show, which is approved by their department head, will be compensated for costs, which shall include among other things, tuition, mileage and tolls.

ARTICLE XXVI

DURATION

This agreement will be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2012 but in no event thereafter should either party desire to terminate this agreement and/or negotiate changes or modifications in the agreement, it shall give notice of said intention by written notice, thereof, submitted no later than December 1, 2011 by certified mail. Said notice shall include a complete list of proposed changes and/or modifications.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____.

TOWN OF BREWSTER

BY ITS BOARD OF SELECTMEN

Dyanne F. Cooney
Jean Loh
Rich May
David F.
Douglas L.

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 254, 838

John Hoff
John D. Dragg
Fran Mainwaring
Barry J. Bacoff

EXHIBIT A
TOWN OF BREWSTER
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
JOB CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2010
EFFECTIVE JULY 1, 2009

<u>JOB TITLE</u>	<u>CLASSIFICATION</u>
Station Operator/Cross Connection Tester Water	8
Master Mechanic DPW	7
DPW Operating Engineer	6
Water Operating Engineer	
Golf Master Mechanic	
DPW Skilled Laborer/ Truck Driver	5
Water Systems Maintenanceman	
DPW Maintenance Mechanic	
Golf Maintenance Mechanic	
Crew Leader	
Class 1 Truck Driver	
Golf Irrigation Technician/Groundsman	4
Golf Groundsman	3
DPW Laborer	
Water Laborer	
Building Custodian	2
Council on Aging Bus Driver	
DPW Gatekeeper	1

EXHIBIT B
TOWN OF BREWSTER / SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888
WAGE SCALE

Classification Schedule	Minimum	Maximum	% Increase
FY 2009			
1	\$ 13.53	\$ 17.82	
2	\$ 14.61	\$ 19.24	
3	\$ 15.19	\$ 20.00	
4	\$ 15.81	\$ 20.81	
5	\$ 17.07	\$ 22.48	
6	\$ 18.43	\$ 24.27	
7	\$ 19.53	\$ 25.73	
8	\$ 19.93	\$ 26.23	
FY 2010			Effective 7/1/09
1	\$ 13.80	\$ 18.17	2%
2	\$ 14.90	\$ 19.62	2%
3	\$ 15.49	\$ 20.40	2%
4	\$ 16.12	\$ 21.22	2%
5	\$ 17.41	\$ 22.92	2%
6	\$ 18.79	\$ 24.75	2%
7	\$ 19.92	\$ 26.24	2%
8	\$ 20.32	\$ 26.75	2%
FY 2011			Effective 7/1/10
1	\$ 14.21	\$ 18.71	3%
2	\$ 15.34	\$ 20.20	3%
3	\$ 15.95	\$ 21.01	3%
4	\$ 16.60	\$ 21.85	3%
5	\$ 17.93	\$ 23.60	3%
6	\$ 19.35	\$ 25.49	3%
7	\$ 20.51	\$ 27.02	3%
8	\$ 20.92	\$ 27.55	3%
FY 2012			Effective 7/1/11
1	\$ 14.63	\$ 19.27	3%
2	\$ 15.80	\$ 20.80	3%
3	\$ 16.42	\$ 21.64	3%
4	\$ 17.09	\$ 22.50	3%
5	\$ 18.46	\$ 24.30	3%
6	\$ 19.93	\$ 26.25	3%
7	\$ 21.12	\$ 27.83	3%
8	\$ 21.54	\$ 28.37	3%