

Agreement

between

**The Town of East Bridgewater
Board of Selectmen**

and



Highway & Water

July 1, 2008 - June 30, 2011

TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – MANAGEMENT RIGHTS	1
ARTICLE 3 – GRIEVANCE PROCEDURE	2
ARTICE 3A – UNION RIGHTS.....	3
ARTICLE 4 – WAGE POLICY/OVERTIME/SENIORITY	3
ARTICLE 5 – WORK DAY, WEEK, YEAR	6
ARTICLE 6 – SICK LEAVE	6
ARTICLE 7 – HOLIDAYS	8
ARTICLE 8 – BEREAVEMENT LEAVE	8
ARTICLE 9 – VACATION	9
ARTICLE 9A – CIVIC DUTY LEAVE (JURY DUTY).....	11
ARTICLE 10 – VOLUNTARY DUES DEDUCTION.....	11
ARTICLE 11 – EFFECT OF AGREEMENT	13
ARTICLE 12 – SEVERABILITY.....	14
ARTICLE 13 – JOB POSTING	14
ARTICLE 14 – NO STRIKE – NO LOCKOUT.....	15
ARTICLE 15 – LONGEVITY	15
ARTICLE 16 – MISCELLANEOUS	16
ARTICLE 17 – DURATION	19
APPENDIX “A”	20

AGREEMENT

This Agreement is made and entered into by and between the Board of Selectmen of the Town of East Bridgewater (hereinafter referred to as the "Employer") and SEIU Local 888 (hereinafter referred to as the "Union").

ARTICLE 1 – RECOGNITION

1.1 The Employer hereby recognizes for the purpose of collective bargaining the Union as the sole and exclusive representative for all full time and regular employees of the Highway and Land Management, Water and Fleet Maintenance Divisions of the East Bridgewater Department of Public Works (hereinafter referred to as the "employees"), but excluding the Director of Public Works ("Director"), Operations Manager, Highway and Land Management Superintendent, Water Superintendent, all confidential, managerial, and seasonal employees (including Strong's Field groundskeeper Robert Roscoe) and all other employees of the Town and the East Bridgewater School Department. The distribution of any work at Strong's Field while Roscoe remains employed by the Town will be determined by the DPW Director. When Roscoe is no longer employed, the Town will notify the Union as to how it intends to replace Roscoe and distribute the work at Strong's Field and, if requested to do so by the Union, meet to discuss it. The Town will notify the Union if it establishes any new positions in the Department of Public Works after the date that this Agreement is fully executed and, if requested to do so by the Union, meet to discuss whether the positions should be included in the bargaining unit. The parties reserve their rights with respect to the inclusion or exclusion of new positions.

1.2 The parties to this Agreement shall not discriminate against any employee because of race, creed, color, religion, nationality, sex, age or marital status, or by reason of the employee's membership in the Union or by reason of any activity in the Union not in contravention of any provision of this Agreement or law.

ARTICLE 2 – MANAGEMENT RIGHTS

2.1 It is recognized that the Employer, acting through the Director of Public Works ("Director"), the Town Administrator, Operations Manager, Highway and Land Management Superintendent, Water Superintendent or other appropriate officials as may be authorized or designated, reserves and retains and will continue to do so, whether exercised or not, the sole and exclusive rights, powers and authority to control, direct and manage the affairs and operation, in all its aspects, of the Town of East Bridgewater Department of Public Works, including without limitation those set forth in the legislation establishing the East Bridgewater Division of Public Works (St. 2005, c. 178), the right to make, amend and enforce rules, regulations, policies and procedures and the right to determine staffing levels. These rights shall not be exercised in a manner inconsistent with the terms and provisions of this Agreement. No action taken by the Employer with respect to the exercise of such rights, powers and authority other than as there are specific provisions herein elsewhere contained, shall be subject to the grievance and/or arbitration provisions of this Agreement.

The Employer also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

2.2 The term "Division Head" as used in this Agreement shall mean: Highway and Land Management Superintendent for the Highway & Land Management Division, the Water Superintendent for the Water Division, the Director for the Fleet Maintenance Division and the head of any Division established in the future.

ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 A "grievance" is a complaint by an employee that is based upon an alleged violation of this agreement, or the interpretation or application thereof.

3.2.A. Level One: The grievance shall be presented in written or verbal form by the employee or the Union to the appropriate Division Head within five (5) working days of when the employee knows or should have known of the act or condition on which the grievance is based. The Division Head will meet with the Grievant within five (5) working days of receipt of the grievance, and, within five (5) working days following the meeting, will render a decision in the matter.

B. Level Two: If the Grievant is not satisfied with the disposition of the Grievance at Level One, or if no decision has been rendered within five (5) working days of the meeting, the aggrieved employee may file the Grievance in writing to the Director. Such filing shall be made not later than ten (10) working days following disposition or non-decision at Level One. The Director will meet with the Grievant within five (5) working days of receipt of the grievance, and within five (5) working days following the meeting, will render a decision in the matter.

C. Level Three: If the Grievant is not satisfied with the disposition of the Grievance at Level Two, or if no decision has been rendered within ten (10) working days, the aggrieved employee may file the Grievance in writing to the Board of Selectmen. Such filing shall be made not later than ten (10) working days following disposition or non-decision at Level Two. The Board will set a hearing date within ten (10) working days of receiving the grievance. The Board will render its decision within ten (10) working days of hearing the Grievance.

D. Level Four: If the Grievant is not satisfied with the disposition of the Grievance at Level Three, or if no decision is rendered within ten (10) working days of the Level Three Grievance hearing, the Grievant may elect to forward his Grievance to Arbitration. Said submission shall be in writing and forwarded to the Employer not later than fifteen (15) working days following the Level Three decision.

The Arbitrator shall be selected by mutual agreement of the parties. If the parties fail to appoint an Arbitrator he/she shall be selected from a list of Arbitrators supplied by the State Board of Conciliation and Arbitration (Massachusetts). The parties will be bound by the rules and procedures of the said State Board. The costs of Arbitration shall be shared equally by the parties. The decision of the Arbitrator shall be final and binding.

E. By mutual agreement, the parties may combine steps, skip steps and/or extend timelines.

ARTICLE 3A – UNION RIGHTS

1. Union Representatives/Stewards – The employer recognizes the right of the Union to designate Union Representatives or Stewards. The number of Stewards will be limited to one Steward and one Alternate per Division. The Union agrees to notify the Employer in writing within seven (7) days of any changes in such designation. The authority of the Union Steward shall be limited to, and shall not exceed, the following duties and responsibilities:

2. Grievances – The investigation and presentation of individual grievances with the Employer or designated Employer representative in accordance with the provisions of this Agreement, provided it does not interfere with Employer's operations as determined by the Employer.

3. Information – The transmission of such messages and information which originate with and are authorized by an officer of the Union, provided such messages and information have been reduced to writing, or are of a routine nature and do not involve, encourage or condone work stoppages, slowdowns, refusal to handle work assignments, or any other interference with the Employer's operations. All written notices shall be posted only on the designated bulletin board provided in section 4. Proper notices of interest to employees, pertaining to Union affairs, may be disseminated through the Employer's fax system provided such material emanates from a Union office.

4. Bulletin Boards – The Union Representative or Steward shall have additional duty, responsibility and obligation to post proper notices of interest to employees pertaining to Union affairs if said notices are printed on Union Letterhead stationery, are appropriate to interests of the continuance of the Employer's business and are posted on the Employer designated bulletin board. The Union shall not post material which is derogatory or damaging to the Employer's business or industry.

5. Release Time – A Union Representative properly designated in accordance with provisions herein upon presentation of proper advance notice to their supervisor shall be allowed reasonable release time during their regular work hours without loss of pay or benefits.

6. Steward Pay – In no event are Union Stewards entitled to be paid by the Employer during time they spend acting in the capacity of Union Representative or Steward outside their normal scheduled work hours, unless the Union Representative or Steward has been asked to hold over their shift or come in outside their normal scheduled hours by the Employer to perform the regular duties within their job classification.

ARTICLE 4 – WAGE POLICY/OVERTIME/SENIORITY

4.1 Reference Appendix A for the applicable wage schedule.

4.2 A regular, full-time employee shall be an individual who is employed on a full-time, permanent basis and works the defined work day, week and year as cited in Article 5 of this Agreement.

4.3 Scheduled Overtime - Scheduled overtime is overtime planned for and scheduled in advance of it occurring, including without limitation paving, street sweeping and mowing. The Employer will determine what constitutes scheduled overtime, when it is necessary and which employees are qualified for and/or eligible to work it. In making such a determination, factors that the Employer shall consider shall include without limitation licenses, certificates, training, knowledge and experience. Scheduled overtime will be distributed first among qualified/eligible employees in the Division(s) which regularly performs the work during regular work hours. The distribution list will be established by seniority. The Employer will make a reasonable effort to offer scheduled overtime on a relatively equal basis to those qualified and/or eligible to work it. If Employees do not avail themselves of the overtime, the Employer can secure outside help. In an emergency situation or to maintain essential services, where the employer cannot secure sufficient outside help, the employer may require employees to work the overtime. The "order in" list will be least seniority to most seniority. The Employer will make a reasonable effort to order in on a relatively equal basis.

When working scheduled overtime results in an employee working other than the employee's regularly scheduled eight hours in a day or regularly scheduled 40 hours in a week, the employee will be paid one and a half (1 ½) times the employee's regular hourly rate of pay for those extra hours. Scheduled overtime hours will be calculated by rounding up to the nearest hour provided that the Employer determines that the partial hour of work was necessary. When an employee's last regular hour worked on a regular work day was paid at a rate higher than the employee's regular rate (for working out of classification), the higher rate shall apply for overtime hours that continue that work day.

4.4 Unscheduled Overtime (Call Back) - Unscheduled overtime is overtime that is not planned for, i.e., not scheduled in advance of it occurring, including without limitation snow and ice removal and other storm related work, repair of water leaks and removal of downed trees. The Employer shall determine what constitutes unscheduled overtime, when it is necessary and which employees are qualified for and/or eligible to work it. In making such a determination, factors that the Employer shall consider shall include without limitation licenses, certificates, training, knowledge and experience. Unscheduled overtime will be distributed first among qualified/eligible employees in the Division(s) which regularly performs the work during regular work hours. The distribution list will be established by seniority. The Employer will make a reasonable effort to offer unscheduled overtime on a relatively equal basis to those qualified and/or eligible to work it. If Employees do not avail themselves of the overtime, the Employer can secure outside help. In an emergency situation or to maintain essential services, where the Employer cannot secure sufficient outside help, the Employer may require Employees to work the overtime. The "order in" list will be least seniority to most seniority. The Employer will make a reasonable effort to order in on a relatively equal basis.

Compensation for unscheduled overtime shall be one and a half (1 ½) times the employee's regular hourly rate for all hours worked but not less than four (4) hours of compensation at the overtime rate ("four hour minimum"). When unscheduled overtime extends an employee's regular departure time, payment will be hour for hour at the overtime rate and no four (4) hour minimum will be paid. Except for the hours compensated for by the four hour minimum, when working unscheduled overtime results in an employee working hours other than the employee's regularly scheduled eight hours in a day or regularly scheduled 40 hours in a week, the employee will be paid one and a half (1 ½) times the employee's regular hourly rate of pay for those hours. When an employee's last regular hour worked on a regular work day was paid at a rate higher than the employee's regular rate (for working out of classification), the higher rate shall apply for overtime hours that continue that work day.

Unscheduled overtime hours shall be calculated from the time the employee is contacted to report for work provided that the employee arrives at the work site within 30 (thirty) minutes and with the equipment necessary to perform the work. The Employer may require the employee(s) to remain at the call for the entire minimum payment period and respond to additional call-ins that occur within the four hour minimum payment period, but not simply require the employee to wait at the Employer's facility for additional calls.

Effective no later than 30 (thirty) days after this Agreement is fully executed, an employee in the Water Division and an employee in the Highway & Land Management Division shall be assigned a beeper and have exclusive responsibility to respond promptly to beeper calls from the Director or his designees or the Police Department and get to the call within 20 minutes of being notified. The beeper will be rotated among the employees, starting with the employee with the least seniority. Employees assigned the beeper will be paid \$55 (\$80 if the week includes a holiday). Employees assigned the beeper will be provided with a Town vehicle to be used only for Town business. If required to go to a call, the beeper employee will get the four hour minimum under the terms set forth in this Agreement regarding the payment of the four hour minimum.

4.5 Any member of the bargaining unit required to work overtime on Sunday or a paid holiday shall be paid the greater of two (2) times his regular hourly rate of pay for all hours worked or the four hour minimum under the terms set forth in this Agreement regarding the payment of the four hour minimum.

4.6 An employee shall be paid two (2) times his regular hourly rate of pay for all hours worked after the fourteenth continuous hour of work, including non-overtime hours.

4.7 Employees will provide two (2) contact telephone numbers and the Employer shall attempt to contact employees using the numbers provided. The Employer shall leave a message if possible. If the Employee does not respond promptly, as determined by the Employer, the employee shall be deemed unavailable and the Employer shall proceed to the next employee on the list. In determining whether the Employee has responded promptly, the Employer shall consider the nature of the overtime work as well as the urgency of the situation which gave rise to the overtime.

4.8 Employees who refuse voluntary overtime or are otherwise unavailable shall rotate to the bottom of the list as if they had actually worked the available overtime.

4.9 Seniority is defined, for the purpose of this Agreement, to mean the last period of continuous and uninterrupted service as an employee of the Town as a member of a Division listed in Article 1.1. Generally, Seniority as to layoffs shall be by individual Divisions. In the event of a layoff, the last person hired would be the first to be let go. The most senior person who had been laid off would be the first to be re-hired in the event that a call back occurs. In order to insure an accurate seniority list, each Division will prepare a Division Seniority List. Seniority lists shall be updated quarterly. Seniority lists shall be posted on the appropriate Division bulletin board and reported to the Union. If an employee has a question regarding his/her placement on the seniority list, he/she has five (5) days in which to notify the Division head for clarification. Should the employer discover an error, a new seniority list shall be posted containing all corrections within five (5) days.

ARTICLE 5 – WORK DAY, WEEK, YEAR

5.1 The workday shall consist of eight (8) hours commencing at 7:00 a.m. and ending at 3:00 p.m. Employees may request a 30 minute unpaid lunch from the Director or his designee. Employees who request and are granted a 30 minute unpaid lunch shall work until 3:30.

5.2 The work week shall consist of five (5) consecutive days, Monday through Friday, occurring in each calendar week.

5.3 The work year shall consist of the fifty-two (52) weeks occurring in each calendar year.

ARTICLE 6 – SICK LEAVE

6.1 Sick leave shall be granted with pay to a regular, full-time employee for illness and/or injury. In the case of a work related injury, sick leave and/or vacation leave may be granted up to a maximum of sixteen (16) hours per week. In no case shall the combination of workers' compensation, sick leave, and/or vacation leave exceed the employee's regular weekly compensation.

6.2 Each regular employee shall be credited with one and one-quarter (1 ¼) days of paid sick leave for each full calendar month worked. Sick leave can be used for an employee's doctor's appointment that cannot be scheduled outside of the regular work day.

6.3 A doctor's certificate may be required upon return from an absence exceeding three (3) days. The employee must notify his Division Head on or before the first day of the absence due to illness or injury, informing the Division Head as closely as possible when the employee expects to return to work. The employee is expected to keep his Division Head reasonably informed during his absence as to the expected duration of such absence. If deemed to be in the best interest of the Employer, the Director or his designee may require a physical

examination of the employee, such examination to be administered without charge to the employee.

6.4 A sick leave bank has been established. The amount of sick days in the bank as of July 1, 1996 is 165. If the number of sick days in the bank falls below 50 days, the union and the Employer shall meet and mutually agree on a method of replenishing the sick leave bank.

6.5 The sick leave bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members. Two (2) members of the Committee shall be appointed by the Union and one (1) member shall be appointed by the Board of Selectmen. The Committee shall determine eligibility for use of the bank and the amount of leave to be granted. All decisions of the Committee shall be by majority vote and shall be final and not subject to the grievance and arbitration procedure.

6.6 The sick leave bank is to be used only in cases of extended illness when the employee has exhausted all of his available sick leave. The Committee may deny requests for use of the bank when there is no evidence of extended illness or when the employee's prior sick leave usage indicates abuse of sick leave.

6.7 Employees shall be permitted to accumulate unused sick leave to a maximum of one hundred fifty (150) days. On June 1st, the Employer will determine which employees have more than one hundred and thirty five (135) days and can buy back the unused sick leave between one hundred and thirty five (135) and one hundred and fifty (150) days---a maximum of fifteen (15) days at a rate of 75 percent of an employee's regular daily rate.

6.8 Emergency Medical Leave

A) For the purpose of the Article, immediate family shall be defined as: spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, grandchild, grandparent, daughter-in-law, son-in-law.

B) Employees may apply sick leave as needed to attend to a sick or injured member of his/her family. When possible, the employee shall notify his/her Division head three (3) working days prior to taking such leave. Notice shall be waived in the event of medical emergency. The provisions of this article shall be administered in accordance with the provisions of the Family and Medical Leave Act of 1993.

6.9 Sick Leave Buyback Upon Retirement Or Death

Upon retirement or death, an employee who has accrued thirty (30) or more days of sick leave, or his or her spouse or estate, may buy back all unused sick leave between 30 and 120 days, at 75% of the employee's then rate of pay. To be eligible for this benefit at retirement the employee must notify his/her Division head not later than November 1 of the year prior to the fiscal year in which the employee intends to.

6.10 Low Sick Leave Utilization Stipend

A low sick leave utilization stipend shall be available to employees who use four or fewer sick days over the course of an entire work year (July 1 through June 30). Employees who are eligible may redeem sick leave days and shall receive their stipends, either at the end of the fiscal year or at the start of the following fiscal year, at the discretion of the Employer, according to the following schedule:

<u>DAYS</u>	<u>RATE</u>	<u>TOTAL</u>
0	\$70.00	5 days x \$70.00 = \$350.00
1	\$70.00	4 days x \$70.00 = \$280.00
2	\$70.00	3 days x \$70.00 = \$210.00
3	\$70.00	2 days x \$70.00 = \$140.00
4	\$70.00	1 day x \$70.00 = \$ 70.00

ARTICLE 7 – HOLIDAYS

7.1 A regular, full-time employee shall receive the following Holidays with pay:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Patriots' Day	Day before Christmas (except the
Good Friday	day after when Christmas is
Memorial Day	Thursday)
Independence Day	Christmas Day
Labor Day	One-half (1/2) day before
Columbus Day	New Year's Day

7.2 A holiday celebrated on a regularly scheduled work day off shall be observed on the nearest regularly scheduled work day.

7.3 An employee must work his assigned workday immediately preceding and immediately following the holiday in order to receive pay for the holiday.

7.4 An employee may be required by the Director or his designee to work on a holiday in order to maintain essential services or attend to an emergency situation declared to exist by the Director or his designee. An employee required to work shall receive his holiday pay in addition to the pay required by the overtime article for working a holiday.

7.5 There shall be no additional Holidays without the consent of the Board of Selectmen.

ARTICLE 8 – BEREAVEMENT LEAVE

8.1 A regular, full-time employee shall be allowed, upon his/her request, up to five (5) days' leave with pay for a death occurring in his/her immediate family. For the purpose of

this article, immediate family is defined as: spouse, child, grandparent, grandchild, parent, parent-in-law, and sibling. The funeral must be one of the five (5) leave days, and all leave days will run consecutively.

8.2 A regular, full-time employee shall be allowed, upon his/her request, one (1) day's leave with pay to attend a funeral of the death of his/her, aunt, uncle, niece, nephew, brother-in-law, and sister-in-law.

ARTICLE 9 – VACATION

9.1 A regular full-time employee hired prior to June 30, 1994 shall be granted vacation leave with pay in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION LEAVE</u>
After six (6) months or more but less than one (1) year of continuous service	Total accrual for year-5 days
After one (1) year or more but less than five (5) years of continuous service	15 days
Five (5) years or more but less than ten (10) years of continuous service	20 days
Ten (10) years or more but less than fifteen (15) years of continuous service	25 days
Fifteen (15) years or more of continuous service, but less than twenty (20) years of continuous service	30 days
Twenty (20) years or more of continuous service	35 days

A regular full-time employee hired on or after July 1, 1994 shall be granted vacation leave with pay in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>VACATION LEAVE</u>
After six (6) months but less than one (1) year of continuous service	Total accrual for year-5 days
After one (1) year but less than five (5) years of continuous service	15 days
After five (5) years but less than ten (10) years of continuous service	20 days

After ten (10) years of continuous service	25 days
After fifteen (15) years of continuous service	30 days
After twenty (20) years of continuous service	31 days
After twenty one (21) years of continuous service	32 days
After twenty two (22) years of continuous service	33 days
After twenty three (23) years of continuous service	34 days
After twenty four (24) years of continuous service	35 days

9.2 A regular full-time employee may carry-over one (1) week (5 days) of his/her vacation time beyond his/her vacation period for a period of no longer than one (1) year. However, this carry-over week will be paid at the rate of pay in effect at the end of the vacation period from which it was carried over.

9.3 Employees shall provide notice of their desire to take vacation.

VACATION DURATION NOTICE

1 day	24 hours
More than 1 day but less than 5 days	48 hours
5 days or more	7 days

Vacation requests shall be approved on a first come first served basis. Up to three (3) vacation days per year may be taken without notice. The Director or his designee may waive notice requirements in the event of an emergency. Requests for one (1) day vacations shall be made on multi-part forms to be provided by the Employer. Requests shall be submitted for approval to the Division head. In the event that the Division head is absent, the Director shall be the approval authority for such requests. If the Director is absent, the Town Administrator shall be the approval authority. Longer term vacations may be scheduled in accordance with the current practice using a vacation calendar for that purpose. The Employer shall not unreasonably deny vacation requests submitted in accordance with this procedure.

9.4 Vacation buy back.

An employee who has accrued five (5) years of service may request pay in lieu of vacation up to five (5) days per year. Employees who wish to receive this benefit shall make the request to their Division head not later than June 1st. Payment will be made in the last pay period of June.

ARTICLE 9A – CIVIC DUTY LEAVE (JURY DUTY)

1. Employees summoned for jury duty will be granted leave of absence with pay for time lost from their regular work schedule while on jury duty upon presentation of the appropriate summons to the Director or his designee by the employee.
2. An employee who receives jury fees for jury service upon presentation of the appropriate court certificate shall either:
 - a. Retain such jury fees in lieu of pay for the period of jury service if the jury fees exceed his/her regular rate of compensation for the period involved; or
 - b. Remit to the appointing authority the jury fees if less than the regular rate of compensation for the period involved.
3. Jury fees for the purpose of this Article shall be the per diem rate paid for jury duty by the court not including expenses reimbursed for travel, meals, rooms and incidentals.
4. An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth, or on behalf of the Federal Government, shall be granted court leave with pay upon filing of the appropriate notice of service with his/her Division Head.
5. An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption in court service will permit four or more consecutive hours of employment. Court leave shall not affect any employment rights of the individual.

ARTICLE 10 – VOLUNTARY DUES DEDUCTION

10.1 The Employer agrees to deduct from each employee's wages, dues for the Union as each employee individually and voluntarily authorizes the Employer, in writing, to make such deduction. The Employer will transmit monies deducted to the SEIU Local 888. The employee's authorization form, shown below, will be forwarded to the Employer no later than (30) days prior to the effective date of the first payroll from which the deduction is to be made. The employee shall individually and voluntarily complete the Voluntary Dues Assignment Form to commence said deductions and each time there is a change in the amount to be deducted. The Union agrees to indemnify and hold harmless the Employer, its officers, agents, employees and elected officials ("Employer et al") for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the Employer et al is made a party.



Effective immediately, I hereby request and authorize my Employer, acting through its appropriate departments, divisions or agencies, to deduct from my earnings the current amount of dues and initiation fees as established or revised, to be paid to SEIU Local 888. I hereby request and accept membership into SEIU Local 888 of the Service Employees International Union. I authorize said union to represent me and, in my behalf, to negotiate and conclude any and all agreements as to wages, hours and conditions of employment. I hereby waive all claims against the Employer, its officers, agents, employees and elected officials ("Employer et al") for monies so deducted and transmitted in accordance with this authorization.

<i>PLEASE PRINT</i>	<i>PLEASE RETURN BOTH COPIES</i>
<i>DATE</i>	<i>E-MAIL ADDRESS</i>
<i>LAST NAME</i>	<i>REGISTERED TO VOTE? YES <input type="checkbox"/> NO <input type="checkbox"/></i>
<i>FIRST NAME</i>	<i>EMPLOYER</i>
<i>HOME ADDRESS</i>	<i>DEPARTMENT</i>
<i>CITY, STATE, ZIP</i>	<i>ADDRESS</i>
<i>HOME PHONE</i>	<i>UNIT</i>
<i>OTHER PHONE</i>	<i>SHIFT</i>
<i>SSN</i>	<i>JOB TITLE</i>
<i>DATE OF HIRE</i>	<i>WORK PHONE</i>
<i>SIGNATURE</i>	

10.2 COPE (COMMITTEE ON POLITICAL EDUCATION) (TA)

Upon the demand of the Union and with forty-five (45) days' notice in writing to the Employer, the Employer shall deduct from the salary of each employee covered by the terms of this Agreement who executes a deduction form that waives any claims against the Employer et al for monies deducted and transmitted in accordance with the authorization, a sum not to exceed \$0.50 per week for a political education fund fee, \$0.25 of which will go to SEIU Local 888 for the locals COPE fund, the remaining \$0.25 will be transmitted to the National COPE fund.

It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the employees salary; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation of Union dues/agency fee from said political education fund fee.

Any employee who objects to said political education fund fee may terminate his/her deduction by notifying his/her payroll clerk and the Union on a form provided by the Union.

I understand that my contribution to COPE is not required as a condition of employment and that I may revoke it at anytime by giving written notice to the Union and my payroll office, such revocation being effective when accepted into the Employer's payroll system.

In accordance with Federal Law, COPE will accept contributions only from members of the Union. Political contributions are not tax deductible.

The Union agrees to indemnify and hold harmless the Employer, its officers, agents, employees and elected officials ("Employer et al") for any liability in connection with the administration or enforcement of this provision, including, but not limited to any proceeding in which the Employer et al is made a party.

ARTICLE 11 – EFFECT OF AGREEMENT

11.1 This instrument constitutes the entire Agreement of the Employer and the Union arrived at as a result of collective bargaining negotiations.

11.2 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands with respect to any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter referred to or covered by this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

11.3 The Agreement becomes effective and enforceable as to all of its provisions upon the date the parties enter into this Agreement provided, however, all benefits of this Agreement shall not be enforceable earlier than _____.

ARTICLE 12 – SEVERABILITY

12.1 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and shall be without force and effect except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE 13 – JOB POSTING

13.1 A regularly established job in the bargaining unit which becomes vacant and which the Employer determines shall be filled shall be posted for ten (10) days. Following the ten (10) day period an appointment shall be made by the Division head. Such appointment shall be made following a reasonable process of interviews and qualifications. This procedure shall not apply during periods of fiscal necessity as determined by the Employer, or in the event of reorganization or restructuring. In the event of reorganizations, restructuring, or fiscal necessity the parties agree to negotiate.

13.2 In the event two or more employees bid on a vacant job, the most senior employee having the qualifications to perform all of the requirements of the job shall be appointed to the job. In the event only one employee bids on the vacant job, he shall be appointed to the job only if deemed qualified to perform all of its requirements. The employee appointed to the vacant job shall be compensated at its assigned rate of pay as provided (see Appendix A), and shall serve a probationary period of thirty (30) days on such job, at the end of which time the Director or his designee may cause the employee's reassignment to his former job and pay rate if the Director or his designee finds that his performance is unacceptable.

At any time during or at the completion of said probationary period the appointed employee may elect to return to his former job and hourly rate of pay without prejudice or penalty. Such reassignment or voluntary election to return to the former job shall not be subject to the grievance and arbitration provisions of this Agreement.

13.3 The Director or his designee may make job and Division reassignments to meet the needs of the DPW. No employee shall suffer reduction in his assigned hourly rate because of such job reassignment.

13.4 Upon the effective date of this Agreement, a L-05 position shall be established in the highway, water and tree Divisions. (Parties agree that Section 13.4 is a provision negotiated in a prior contract, it does not require the Employer to establish new L-05 positions under this or any subsequent contract in any Division and it does not affect the Employer's right to determine the number and type of positions it will fund.)

13.5 No bargaining unit classification shall be altered or abolished without negotiations.

ARTICLE 14 – NO STRIKE – NO LOCKOUT

14.1 The Union agrees that there shall be no strike, work stoppage, en mass quit, slowdown, or any other interferences with the usual and customary conduct of the business affairs and activities of the Employer or any of its employees. The Union or any of its agents or members will not initiate, condone, sanction or participate in any of the foregoing acts, and if the Union by any action of its officers, agents or members initiates, condones, sanctions or participates in any such acts or interferences, this Agreement shall be considered terminated by the Employer.

14.2 The Employer agrees that there shall be no lock-out of the employees from their employment during the term of this Agreement provided the employees continue in the faithful performance of their assigned and directed responsibilities.

ARTICLE 15 – LONGEVITY

15.1 An employee shall receive an annual longevity stipend in accordance with the following schedule and conditions.

A.	Length of Service	Annual Payment
	3-5 Years	\$600
	10 Years	\$950
	15 Years	\$1000
	20 Years	\$1150
	25 Years	\$1200
B.	Said longevity stipend shall be paid at one time on the first pay period following completion of the appropriate year of service.	

15.2 Any permanent employee, upon completion of ten (10) years of service shall be eligible for special longevity pay for one 3-year period. Special longevity pay shall consist of a 5% increase in the employee's base salary. The employee shall notify the Director or his designee in writing of the date the special longevity adjustment shall go into effect. At the end of the three (3) year period, the employee's salary shall revert to the proper salary for that employee's job title.

This special longevity adjustment shall be paid in one (1) three-year continuous period, and may not be taken in separate increments totaling three (3) years.

No specific form is necessary, beyond the above-cited written notice.

ARTICLE 16 – MISCELLANEOUS

16.1 After sixteen (16) continuous hours of snow plowing, sand or snow removal, two (2) shall be assigned to each two (2) man vehicle engaged in such work.

16.2 Each member of the Bargaining Unit shall be granted personal leave according to the following schedule. Such leave shall be paid leave, and shall be separate from all other types of leave.

<u>LENGTH OF SERVICE</u>	<u>PERSONAL DAYS</u>
After one (1) year but less than two (2) years of continuous service	1 day
After two (2) years but less than three (3) years of continuous service	2 days
After three (3) or more years of continuous service	3 days

16.3 The Employer shall pay 80% of the premium cost of each bargaining unit member's health insurance plan. The employee shall pay the remaining 20%.

Effective July 1, 2010 the Employer shall pay 75% of the monthly health benefit premium and the employee shall pay 25%. Effective June 30, 2011 the Employer shall pay 70% of the monthly health benefit premium and the employee shall pay the remaining 30%.

The Employer and the Union agree that effective June 30, 2011 at 11:59 p.m., \$250.00 shall be added to the base wage of each employee in recognition of the monthly employee health benefit premium increase.

The Employer and the Union agree that effective July 1, 2009, or any time thereafter, the Town shall have the right to replace any or all insurance plans with the Southeastern Massachusetts Health Group "Value Plan" or substantially equivalent "value" plan, such as the plans offered by the Group Insurance Commission, or another health benefit group. Should the Town decide to replace the current plans for members of this bargaining unit during a time that is different than the Town's normal open enrollment period, then the Town will provide employees a suitable open enrollment period prior to implementing the plan replacement(s).

In the event that another bargaining unit reaches a more favorable settlement on this issue, both parties agree that they will reopen for the purposes of extending the economic benefit. The parties agree that the Town's failure to reach an agreement with other unions on premium contributions or to conclude negotiations under this reopener shall in no way delay implementation of this provision.

16.4 The Employer shall reimburse the employee for the cost of physical examinations required for a Commercial Driver's License.

16.5 There shall be an allowance of not more than \$150.00 per year per employee for the purchase of work shoes. Said shoes must be approved by the Director or his designee. The Division Head shall reimburse employees after the presentation of paid bills for such shoes. Effective July 1, 2006, as determined by the Director, the Employer will provide to employees covered under this Agreement an initial issue of work clothing/uniforms and replace those items as the Director determines necessary. The Director shall determine the work clothing/uniforms employees are required to wear. The initial issue shall include 5 (five) pairs of Carhart style work pants, 6 (six) hi-visibility tee-shirts, 6 (six) sweatshirts and one winter jacket. The Director shall also determine the initial issue of, replacement of and required wearing of protective gear, including without limitation hard hat, safety vest, rain suit, slush boots, work gloves, safety glasses and hearing protection.

16.6 The Employer will continue to provide the same level of health insurance benefits for the length of the Agreement.

A. Effective July 1, 2006, a bargaining unit member employed prior to July 1, 2005, otherwise eligible for enrollment in a town health insurance plan, and enrolled in a plan as of July 1, 2005, will receive a \$1500 annual stipend for waiving participation in town health insurance.

1. A \$1000 annual stipend will be paid to a bargaining unit member employed on or after July 1, 2005, otherwise eligible for enrollment in a town health insurance plan, and enrolled in a plan on or after July 1, 2005 for waiving participation in town health insurance.

2. The annual stipend will be paid only if:

- The employee is not covered under a town plan subscribed to by another employee of the Employer or school department; and
- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

16.7 The East Bridgewater Drug and Alcohol Abuse Policy, adopted on April 29, 1996, shall be incorporated into this Agreement.

16.8 Except in an emergency, as determined by the Division Head or his designee, employees will not be required to lift objects weighing more than 50 pounds without assistance.

16.9 Except in an emergency, as determined by the Division Head or his designee, employees will not be required to work outdoors when the outdoor temperature exceeds 100 degrees Fahrenheit or falls below 0 degrees. For the purpose of this article, "working outdoors" shall mean performing manual labor outdoors without any protection from the elements such as a shelter, enclosure or vehicle. It shall not be interpreted to include work assignments that can be accomplished in a shelter, enclosure or vehicle and/or traveling to and from assignments or

buildings on foot or in a vehicle. Employees who opt not to work outdoors will be given an assignment determined by the Employer.

16.10 Effective July 1, 2006, employees shall receive an annual stipend of \$1,000 (one thousand dollars) as consideration for reporting to work in eighty percent (80%) or more of the instances during the fiscal year where employees are called in for overtime related to snow and/or ice. Employees who report to work for less than eighty percent (80%) of the instances shall have the stipend pro-rated, i.e., twenty percent (20%) or more shall mean a stipend of \$250.

ARTICLE 17

DURATION

17.1 Duration - This agreement shall continue in full force and effect from July 1, 2008 until June 30, 2011, and shall be terminated automatically upon that date.

In accordance with M.G.L. c. 150E, S7 (B), any provision of this Agreement requiring an appropriation is subject to funding by Town Meeting. If either party desired to negotiate a successor Agreement, such party shall, not later than sixty (60) days prior to the termination of this agreement, give written notice thereof to the other party.

In the event said notice is given, negotiations for a successor agreement shall commence at a time and place mutually acceptable to the parties. This agreement shall remain in full force and effect during the period of said negotiations and until the signing of a successor agreement.

FOR THE BOARD OF SELECTMEN OF
THE TOWN OF EAST BRIDGEWATER

Chairman

Clerk

FOR SEIU LOCAL 888

APPENDIX "A"
TOWN OF EAST BRIDGEWATER DIVISION OF PUBLIC WORKS
(TA Salary Schedule)

TRADE UNION

WAGE GRID

JULY 1, 2008 TO JUNE 30, 2011

	FY 2009			FY 2009		
POSITION	JULY 1, 2008	WEEKLY	HOURLY	JANUARY 1, 2009	WEEKLY	HOURLY
L-01	1.000%			0.000%		
STEP 1	\$23,632.95	\$454.48	\$11.36	\$23,632.95	\$454.48	\$11.36
STEP 2	\$31,644.52	\$608.55	\$15.21	\$31,644.52	\$608.55	\$15.21
STEP 3	\$32,593.85	\$626.80	\$15.67	\$32,593.85	\$626.80	\$15.67
STEP 4	\$33,571.67	\$645.61	\$16.14	\$33,571.67	\$645.61	\$16.14
STEP 5	\$34,578.82	\$664.98	\$16.62	\$34,578.82	\$664.98	\$16.62
STEP 6	\$35,616.20	\$684.93	\$17.12	\$35,616.20	\$684.93	\$17.12
L-02						
STEP 1	\$33,371.36	\$641.76	\$16.04	\$33,371.36	\$641.76	\$16.04
STEP 2	\$34,372.50	\$661.01	\$16.53	\$34,372.50	\$661.01	\$16.53
STEP 3	\$35,403.67	\$680.84	\$17.02	\$35,403.67	\$680.84	\$17.02
STEP 4	\$36,465.79	\$701.27	\$17.53	\$36,465.79	\$701.27	\$17.53
STEP 5	\$37,559.76	\$722.30	\$18.06	\$37,559.76	\$722.30	\$18.06
STEP 6	\$38,686.56	\$743.97	\$18.60	\$38,686.56	\$743.97	\$18.60
L-03						
STEP 1	\$37,653.13	\$724.10	\$18.10	\$37,653.13	\$724.10	\$18.10
STEP 2	\$38,782.73	\$745.82	\$18.65	\$38,782.73	\$745.82	\$18.65
STEP 3	\$39,946.21	\$768.20	\$19.20	\$39,946.21	\$768.20	\$19.20
STEP 4	\$41,144.60	\$791.24	\$19.78	\$41,144.60	\$791.24	\$19.78
STEP 5	\$42,378.94	\$814.98	\$20.37	\$42,378.94	\$814.98	\$20.37
STEP 6	\$43,650.30	\$839.43	\$20.99	\$43,650.30	\$839.43	\$20.99

L-04

STEP 1	\$41,206.57	\$792.43	\$19.81	\$41,206.57	\$792.43	\$19.81
STEP 2	\$42,442.77	\$816.21	\$20.41	\$42,442.77	\$816.21	\$20.41
STEP 3	\$43,716.05	\$840.69	\$21.02	\$43,716.05	\$840.69	\$21.02
STEP 4	\$45,027.53	\$865.91	\$21.65	\$45,027.53	\$865.91	\$21.65
STEP 5	\$46,378.35	\$891.89	\$22.30	\$46,378.35	\$891.89	\$22.30
STEP 6	\$47,769.71	\$918.65	\$22.97	\$47,769.71	\$918.65	\$22.97

L-04A

STEP 1	\$42,177.69	\$811.11	\$20.28	\$42,177.69	\$811.11	\$20.28
STEP 2	\$43,443.02	\$835.44	\$20.89	\$43,443.02	\$835.44	\$20.89
STEP 3	\$44,746.31	\$860.51	\$21.51	\$44,746.31	\$860.51	\$21.51
STEP 4	\$46,088.70	\$886.32	\$22.16	\$46,088.70	\$886.32	\$22.16
STEP 5	\$47,471.35	\$912.91	\$22.82	\$47,471.35	\$912.91	\$22.82
STEP 6	\$48,895.50	\$940.30	\$23.51	\$48,895.50	\$940.30	\$23.51

L-05

STEP 1	\$43,170.88	\$830.21	\$20.76	\$43,170.88	\$830.21	\$20.76
STEP 2	\$44,466.01	\$855.12	\$21.38	\$44,466.01	\$855.12	\$21.38
STEP 3	\$45,799.99	\$880.77	\$22.02	\$45,799.99	\$880.77	\$22.02
STEP 4	\$47,173.99	\$907.19	\$22.68	\$47,173.99	\$907.19	\$22.68
STEP 5	\$48,589.21	\$934.41	\$23.36	\$48,589.21	\$934.41	\$23.36
STEP 6	\$50,046.88	\$962.44	\$24.06	\$50,046.88	\$962.44	\$24.06

TRADE UNION**WAGE GRID****JULY 1, 2008 TO JUNE 30, 2011**

FY 2010

HOISTING LIC.

FY 2010

POSITION	JULY 1, 2009	WEEKLY	HOURLY	JANUARY 1, 2010	WEEKLY	HOURLY
L-01	1.000%			1.000%		
STEP 1	\$24,719.28	\$475.37	\$11.88	\$24,966.47	\$480.12	\$12.00
STEP 2	\$32,810.97	\$630.98	\$15.77	\$33,139.08	\$637.29	\$15.93
STEP 3	\$33,769.79	\$649.42	\$16.24	\$34,107.49	\$655.91	\$16.40
STEP 4	\$34,757.39	\$668.41	\$16.71	\$35,104.96	\$675.10	\$16.88
STEP 5	\$35,774.61	\$687.97	\$17.20	\$36,132.36	\$694.85	\$17.37
STEP 6	\$36,822.36	\$708.12	\$17.70	\$37,190.58	\$715.20	\$17.88
L-02						
STEP 1	\$34,555.07	\$664.52	\$16.61	\$34,900.62	\$671.17	\$16.78
STEP 2	\$35,566.23	\$683.97	\$17.10	\$35,921.89	\$690.81	\$17.27
STEP 3	\$36,607.71	\$703.99	\$17.60	\$36,973.79	\$711.03	\$17.78
STEP 4	\$37,680.45	\$724.62	\$18.12	\$38,057.25	\$731.87	\$18.30
STEP 5	\$38,785.36	\$745.87	\$18.65	\$39,173.21	\$753.33	\$18.83
STEP 6	\$39,923.42	\$767.76	\$19.19	\$40,322.65	\$775.44	\$19.39
L-03						
STEP 1	\$38,879.66	\$747.69	\$18.69	\$39,268.46	\$755.16	\$18.88
STEP 2	\$40,020.55	\$769.63	\$19.24	\$40,420.76	\$777.32	\$19.43
STEP 3	\$41,195.67	\$792.22	\$19.81	\$41,607.63	\$800.15	\$20.00
STEP 4	\$42,406.05	\$815.50	\$20.39	\$42,830.11	\$823.66	\$20.59
STEP 5	\$43,652.73	\$839.48	\$20.99	\$44,089.26	\$847.87	\$21.20
STEP 6	\$44,936.80	\$864.17	\$21.60	\$45,386.17	\$872.81	\$21.82

L-04

STEP 1	\$42,468.63	\$816.70	\$20.42	\$42,893.32	\$824.87	\$20.62
STEP 2	\$43,717.19	\$840.72	\$21.02	\$44,154.36	\$849.12	\$21.23
STEP 3	\$45,003.21	\$865.45	\$21.64	\$45,453.24	\$874.10	\$21.85
STEP 4	\$46,327.80	\$890.92	\$22.27	\$46,791.08	\$899.83	\$22.50
STEP 5	\$47,692.14	\$917.16	\$22.93	\$48,169.06	\$926.33	\$23.16
STEP 6	\$49,097.40	\$944.18	\$23.60	\$49,588.38	\$953.62	\$23.84

L-04A

STEP 1	\$43,449.47	\$835.57	\$20.89	\$43,883.96	\$843.92	\$21.10
STEP 2	\$44,727.45	\$860.14	\$21.50	\$45,174.72	\$868.74	\$21.72
STEP 3	\$46,043.78	\$885.46	\$22.14	\$46,504.21	\$894.31	\$22.36
STEP 4	\$47,399.59	\$911.53	\$22.79	\$47,873.59	\$920.65	\$23.02
STEP 5	\$48,796.07	\$938.39	\$23.46	\$49,284.03	\$947.77	\$23.69
STEP 6	\$50,234.46	\$966.05	\$24.15	\$50,736.80	\$975.71	\$24.39

L-05

STEP 1	\$44,452.59	\$854.86	\$21.37	\$44,897.12	\$863.41	\$21.59
STEP 2	\$45,760.67	\$880.01	\$22.00	\$46,218.27	\$888.81	\$22.22
STEP 3	\$47,107.99	\$905.92	\$22.65	\$47,579.06	\$914.98	\$22.87
STEP 4	\$48,495.73	\$932.61	\$23.32	\$48,980.69	\$941.94	\$23.55
STEP 5	\$49,925.10	\$960.10	\$24.00	\$50,424.35	\$969.70	\$24.24
STEP 6	\$51,397.35	\$988.41	\$24.71	\$51,911.33	\$998.29	\$24.96

TRADE UNION**WAGE GRID****JULY 1, 2008 TO JUNE 30, 2011**

FY 2011				FY 2011		
POSITION	JULY 1, 2010	WEEKLY	HOURLY	JANUARY 1, 2011	WEEKLY	HOURLY
L-01	1.430%			1.430%		
STEP 1	\$25,323.49	\$486.99	\$12.17	\$25,685.62	\$493.95	\$12.35
STEP 2	\$33,612.97	\$646.40	\$16.16	\$34,093.63	\$655.65	\$16.39
STEP 3	\$34,595.22	\$665.29	\$16.63	\$35,089.94	\$674.81	\$16.87
STEP 4	\$35,606.96	\$684.75	\$17.12	\$36,116.14	\$694.54	\$17.36
STEP 5	\$36,649.05	\$704.79	\$17.62	\$37,173.13	\$714.87	\$17.87
STEP 6	\$37,722.41	\$725.43	\$18.14	\$38,261.84	\$735.80	\$18.40
L-02						
STEP 1	\$35,399.70	\$680.76	\$17.02	\$35,905.92	\$690.50	\$17.26
STEP 2	\$36,435.57	\$700.68	\$17.52	\$36,956.60	\$710.70	\$17.77
STEP 3	\$37,502.51	\$721.20	\$18.03	\$38,038.80	\$731.52	\$18.29
STEP 4	\$38,601.47	\$742.34	\$18.56	\$39,153.47	\$752.95	\$18.82
STEP 5	\$39,733.39	\$764.10	\$19.10	\$40,301.57	\$775.03	\$19.38
STEP 6	\$40,899.27	\$786.52	\$19.66	\$41,484.13	\$797.77	\$19.94
L-03						
STEP 1	\$39,830.00	\$765.96	\$19.15	\$40,399.57	\$776.91	\$19.42
STEP 2	\$40,998.78	\$788.44	\$19.71	\$41,585.06	\$799.71	\$19.99
STEP 3	\$42,202.61	\$811.59	\$20.29	\$42,806.11	\$823.19	\$20.58
STEP 4	\$43,442.58	\$835.43	\$20.89	\$44,063.81	\$847.38	\$21.18
STEP 5	\$44,719.74	\$859.99	\$21.50	\$45,359.23	\$872.29	\$21.81
STEP 6	\$46,035.19	\$885.29	\$22.13	\$46,693.50	\$897.95	\$22.45

L-04

STEP 1	\$43,506.69	\$836.67	\$20.92	\$44,128.84	\$848.63	\$21.22
STEP 2	\$44,785.77	\$861.26	\$21.53	\$45,426.21	\$873.58	\$21.84
STEP 3	\$46,103.23	\$886.60	\$22.17	\$46,762.50	\$899.28	\$22.48
STEP 4	\$47,460.19	\$912.70	\$22.82	\$48,138.87	\$925.75	\$23.14
STEP 5	\$48,857.87	\$939.57	\$23.49	\$49,556.54	\$953.01	\$23.83
STEP 6	\$50,297.49	\$967.26	\$24.18	\$51,016.75	\$981.09	\$24.53

L-04A

STEP 1	\$44,511.50	\$855.99	\$21.40	\$45,148.02	\$868.23	\$21.71
STEP 2	\$45,820.72	\$881.17	\$22.03	\$46,475.96	\$893.77	\$22.34
STEP 3	\$47,169.22	\$907.10	\$22.68	\$47,843.74	\$920.07	\$23.00
STEP 4	\$48,558.18	\$933.81	\$23.35	\$49,252.56	\$947.16	\$23.68
STEP 5	\$49,988.79	\$961.32	\$24.03	\$50,703.63	\$975.07	\$24.38
STEP 6	\$51,462.34	\$989.66	\$24.74	\$52,198.25	\$1,003.81	\$25.10

L-05

STEP 1	\$45,539.15	\$875.75	\$21.89	\$46,190.36	\$888.28	\$22.21
STEP 2	\$46,879.20	\$901.52	\$22.54	\$47,549.57	\$914.41	\$22.86
STEP 3	\$48,259.45	\$928.07	\$23.20	\$48,949.56	\$941.34	\$23.53
STEP 4	\$49,681.11	\$955.41	\$23.89	\$50,391.55	\$969.07	\$24.23
STEP 5	\$51,145.42	\$983.57	\$24.59	\$51,876.80	\$997.63	\$24.94
STEP 6	\$52,653.66	\$1,012.57	\$25.31	\$53,406.61	\$1,027.05	\$25.68

TRADE UNION**WAGE GRID****JULY 1, 2008 TO JUNE 30, 2011**

FY 2011

11:59 PM

ADD \$250.00

POSITION	JUNE 30, 2011	WEEKLY	HOURLY	
L-01	0.000%			
STEP 1	\$25,935.62	\$498.76	\$12.47	10.8409%
STEP 2	\$34,343.63	\$660.45	\$16.51	9.6148%
STEP 3	\$35,339.94	\$679.61	\$16.99	9.5094%
STEP 4	\$36,366.14	\$699.35	\$17.48	9.4071%
STEP 5	\$37,423.13	\$719.68	\$17.99	9.3078%
STEP 6	\$38,511.84	\$740.61	\$18.52	9.2114%
L-02				
STEP 1	\$36,155.92	\$695.31	\$17.38	9.4276%
STEP 2	\$37,206.60	\$715.51	\$17.89	9.3277%
STEP 3	\$38,288.80	\$736.32	\$18.41	9.2307%
STEP 4	\$39,403.47	\$757.76	\$18.94	9.1366%
STEP 5	\$40,551.57	\$779.84	\$19.50	9.0451%
STEP 6	\$41,734.13	\$802.58	\$20.06	8.9564%
L-03				
STEP 1	\$40,649.57	\$781.72	\$19.54	9.0376%
STEP 2	\$41,835.06	\$804.52	\$20.11	8.9490%
STEP 3	\$43,056.11	\$828.00	\$20.70	8.8631%
STEP 4	\$44,313.81	\$852.19	\$21.30	8.7796%
STEP 5	\$45,609.23	\$877.10	\$21.93	8.6986%
STEP 6	\$46,943.50	\$902.76	\$22.57	8.6199%
L-04				
STEP 1	\$44,378.84	\$853.44	\$21.34	8.7754%

STEP 2	\$45,676.21	\$878.39	\$21.96	8.6945%
STEP 3	\$47,012.50	\$904.09	\$22.60	8.6160%
STEP 4	\$48,388.87	\$930.56	\$23.26	8.5397%
STEP 5	\$49,806.54	\$957.82	\$23.95	8.4657%
STEP 6	\$51,266.75	\$985.90	\$24.65	8.3938%

L-04A

STEP 1	\$45,398.02	\$873.04	\$21.83	8.7115%
STEP 2	\$46,725.96	\$898.58	\$22.46	8.6325%
STEP 3	\$48,093.74	\$924.88	\$23.12	8.5557%
STEP 4	\$49,502.56	\$951.97	\$23.80	8.4812%
STEP 5	\$50,953.63	\$979.88	\$24.50	8.4089%
STEP 6	\$52,448.25	\$1,008.62	\$25.22	8.3387%

L-05

STEP 1	\$46,440.36	\$893.08	\$22.33	8.6491%
STEP 2	\$47,799.57	\$919.22	\$22.98	8.5718%
STEP 3	\$49,199.56	\$946.15	\$23.65	8.4969%
STEP 4	\$50,641.55	\$973.88	\$24.35	8.4241%
STEP 5	\$52,126.80	\$1,002.44	\$25.06	8.3534%
STEP 6	\$53,656.61	\$1,031.86	\$25.80	8.2848%

Ratings above shall mean:

L-01	Casual Labor
L-02	General Labor
	Meter Reader I (Water)
L-03	Equipment Operator I (Class II License)
L-04	Equipment Operator II (Heavy Equipment License)
	Treatment Operator
L-04A	Equipment Operator II (Heavy Equipment Lic/Mechanic)
L-05	Working Foreman

1. An employee hired on a temporary status, whether part- or full-time status, shall be compensated at the job rate of L-01 Casual Labor for all hours worked and shall receive no other benefits of this Agreement. Temporary employee status shall not be used to fill positions having a funded duration exceeding ninety (90) days. The period may be extended by the Employer for an additional period of not more than ninety (90) days upon mutual agreement of the parties.

2. An employee hired on a regular, full-time basis and assigned to a regularly established job and work schedule shall be compensated, for the first three (3) months of such employment, at the rate of L-01 Casual labor. During such period of employment the employee shall be considered to be on probation. Release of such employee from his employment during this probationary period shall be at the discretion of the Director or his designee and not subject to the grievance and arbitration provisions of this Agreement. If the employee is retained beyond the three (3) month probationary period, he shall commence receiving the hourly rate of pay then appropriate for his regular job assignment herein provided and all benefits of this Agreement shall thereafter become effective and dated from the day next succeeding the day of said probationary period. Probationary employees will be eligible to join the Union upon completion of thirty (30) days' employment.

3. An employee directed to work a higher hourly rated job than his current regular assignment shall receive for all continuous hours so worked in excess of eight (8) hours on said higher rated job its then assigned hourly rate of pay.

4. Holders of the following licenses and/or certificates shall be paid the following amounts for each full year, or part thereof on a pro-rata basis, that said license and/or certificate is held, not later than July 30 of each fiscal year.

<u>LICENSE/CERTIFICATE</u>	<u>ANNUAL PAYMENT</u>
Electrical Hazard Recognition Certification	\$850.00
Cross Connection Survey License	\$850.00
Back Flow Testing License	\$850.00
Supervisory Commercial Certificate (pesticide license)	\$850.00
Class II Water Filtration License	\$850.00
Diesel Mechanic's certificate	\$850.00
Welder's certificate	\$600.00
Auto Mechanic certificate	\$600.00

Class I Municipal Pumper's License	\$600.00
Pesticide Applicator License	\$600.00

4.1 The Director shall determine when it is in the best interest of the Employer that employees hold certain licenses or certificates, he/she shall determine the type and quantity of licenses or certificates required in each Division and the number of positions that require the license or certificate. This determination shall be made in writing and included in the Division's annual operating budget.

4.2 Employees who work in regularly established jobs where a license or certificate is required by the Director, and who holds the appropriate license or certificate, shall be paid the above amount(s) for each full year, or part thereof on a pro-rated basis, that said license or certificate is held, no later than July 30 of each fiscal year.

4.3 License Utilization Plan for Highway and Land Management Division. The following Licenses/Certificates shall apply to the Division. The Employer reserves the right to add Licenses/Certificates to the Division as well as changing the number of employees required to have them.

- a. Three (3) Electrical Hazard Recognition Certifications
- b. Three(3) Pesticide Applicator Licenses
- c. Three (3) Welder's Certificates
- d. Hoisting Licenses (all employees regularly assigned to the Division.)

4.4 License Utilization Plan for Water Division. The following Licenses/ Certificates shall apply to the Water Division. The Employer reserves the right to add Licenses/Certificates to the Water Division, as well as changing the number of employees required to have them.

- a. Class I Municipal Pumpers (all employees regularly assigned to the Division.)
- b. Class II Water Filtration (all employees regularly assigned to the Division.)
- c. One (1) Backflow Testing License
- d. Two (2) Cross Connection Survey Licenses
- e. Hoisting Licenses (all employees regularly assigned to the Division.)

4.5 License Utilization Plan for Fleet Maintenance Division. The following Licenses/Certificates shall apply to the Fleet Maintenance Division. The Employer reserves the right to add Licenses/Certificates to the Division, as well as changing the number of employees required to have them.

- a. Auto Mechanic Certificates (all employees regularly assigned to the Division.)
- b. Diesel Mechanic Certificates (all employees regularly assigned to the Division.)
- c. Welder's Certificates (all employees regularly assigned to the Division.)
- d. Hoisting Licenses (all employees regularly assigned to the Division.)

4.6 It is understood and agreed that employees in the bargaining unit on July 1, 2006, who were eligible to be compensated for licenses and/or certificates that they were not required to have for their regular position shall continue to receive compensation for those licenses and/or

certificates as long as they are in the bargaining unit, they maintain the license/certificate and, upon request, provide the applicable services.

5. In the event that the only available class(es) for the licenses and/or certificates referenced in Section 4 above occur during regular work hours the first person to submit a written request to the local president shall be the bargaining unit member allowed to attend such class(es).