

# **Agreement**

between

**The City of Gardner**

and



**DPW & Municipal Groundskeepers Chapter**

**July 1, 2008 - June 30, 2011**

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## **PREAMBLE**

This agreement entered into by the City of Gardner, hereinafter referred to as the "Employer" or the "City" and the Service Employees International Union Local 888, CTW/CLC, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1 – RECOGNITION AND SCOPE**

**Section 1 – Recognition:** The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, standards of productivity and performance, and any other terms or condition of employment for all employees of the Department of Public Works and the Municipal Grounds Department of the City of Gardner, excluding however the following: the Director of Public Works, the Municipal Grounds Director, Municipal Grounds Commissioners, any Director, any Engineer, any clerical employee, all temporary employees, and any other employees of the City of Gardner.

All the employees in the Departments represented by the Service Employees International Union shall be entitled to all the provisions and benefits under this Contract and no changes in such provisions or benefits shall take place unless agreed upon by both parties through collective bargaining.

**Section 2 – Scope:** (a) The Agreement includes all the agreements reached by the parties respecting matters pertaining to wages, hours and other conditions of employment of employees covered by this Contract; however, any matter not mentioned in this Contract, or any mentioned in this Contract for which specific directions are not set forth herein, or which is not specifically delegated to the employees or the arbitrator, shall be reserved for decision by the City or the Department Head, as the case may be, in their full discretion; and in the exercise of such discretion, they shall not be subject to the Grievance and Arbitration Procedures provided in this Contract.

(b) If any provision of this Contract or any application of this Contract to any employees covered by the terms of this Contract shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Contract shall continue in full force and effect.

(c) Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the City retains, whether exercised or not, all the authority, power, rights, jurisdiction and responsibility provided by the laws of the Commonwealth of Massachusetts to such City for the control, direction and management of the City and its work force including, but not limited to: the right to manage the affairs of the City and of the Department and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size and direct the activities of the working force; to determine the schedule and

hours of duty consistent with the statutes and ordinances of the City and the assignment of employees to work; to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees; and to promulgate and support rules and regulations pertaining to the operations of the Department and to the Employees.

## **ARTICLE 2 – EMPLOYEE RIGHTS AND REPRESENTATION**

**Section 1:** Employees have and shall be protected in exercise of, the right without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union Officer or representative or otherwise and including the right to present Union views and positions to the public and to officials of the City. Without limiting the foregoing the City agrees that it will not aid, promote or finance any labor group or organization which would violate any rights of the Union, no official or agent of the City shall:

- (a) Interfere with the formation, existence, operations or administration of the Union.
- (b) Discriminate against an employee because he/she has given testimony, taken part in any grievance procedure or other hearings, negotiations or conferences for or in behalf of the Union or any employees.
- (c) Refuse to meet, negotiate or confer proper matters with officers or representatives of the Union as set forth in this Agreement.

**Section 2:** The members of the Union's bargaining committee limited to four (4) persons who are scheduled to work a tour of duty during collective bargaining negotiations shall be granted leave of absence without loss of pay or benefits for all meetings between the City, its agents or representatives and the Union for the purpose of negotiating the terms of the Contract or any supplement thereto.

**Section 3:** No more than three (3) Union officials designated in advance by the Union to the City shall, during the life of this Contract be granted reasonable time during working hours to process and settle grievances, provided, that such persons shall first request permission from the foreman. Permission may be withheld by the Foreman because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.

**Section 4:** The Union shall keep the employer informed of any changes in the roster of officers or representatives.

## **ARTICLE 3 – INSURANCE AND HOSPITALIZATION**

Each bargaining unit employee will be offered participation in City sponsored health, dental and basic life insurance plans. Currently the City offers the Blue Choice Plan and the HMO of Blue Cross & Blue Shield, and Harvard Pilgrim Health Plan.

### **Section 1- Insurance Plans & Premiums**

The City and employees enrolled in the health dental and/or life insurance plans will share the cost of all premium charges. The premium charges will be paid for as follows:

	<u>City</u>	<u>Employee</u>
Harvard Pilgrim Health Plan	75%	25%
Blue Cross Blue Shield HMO Blue New England	75%	25%
Blue Cross Blue Shield -- Blue Choice Plan	50%	50%
Blue Cross Blue Shield Dental Plan	75%	25%
Basic Life Insurance (\$10,000 City offered plan)	75%	25%

Those bargaining unit employees who elect to include their spouse and/or unmarried dependent children (until the age of 19 or if a full time student, as specified by the health/dental plan), in the City sponsored health and/or dental plans. The premium charges will be paid for as follows:

	<u>City</u>	<u>Employee</u>
Harvard Pilgrim Health Plan	75%	25%
Blue Cross Blue Shield HMO Blue New England	75%	25%
Blue Cross Blue Shield -- Blue Choice Plan	50%	50%
Blue Cross Blue Shield Dental Plan	75%	25%

Those bargaining unit employees enrolled in the health, dental and/or life insurance plans may also elect participation in the City's Section 125 Cafeteria plan for the premiums of the health, dental and/or life insurance plans.

Any claim for payment under said policy shall not be subject to the grievance and arbitration procedures of this contract.

If the City wishes to change or add plans offered to collective bargaining unit members, it will present such changes or additions to the Insurance Advisory Committee. The Insurance Advisory Committee will evaluate such requests and shall then present their findings to their union membership and a vote shall be taken to determine whether or not the membership wishes to make the requested change or addition. The City will offer the approved changes for all bargaining units, if, and only if, 2/3 of the City's bargaining units vote to do so.

## **Section 2 – Insurance Opt Out Stipend**

Employees who are current members of and have participated in the City health insurance benefit for two (2) years as of the date of the employee's opt out request shall be eligible for the insurance opt out stipend. Employees who meet the criteria for this benefit, elect to decline the City's health insurance benefit and can provide proof of health insurance coverage from an alternate source are eligible to receive the following stipend benefit:

- a. Employee who participated in the Family Plan at the time of declination: \$3,725.00
- b. Employee who participated in the Individual Plan at the time of declination \$1,425.00

Payment of the stipend shall be paid on a pro-rated weekly basis and not paid as a lump sum. In the event of a loss of health insurance coverage through an alternate source, the employee must notify the City and either find another source of health insurance or re-enroll in the City's health insurance benefit. Upon re-enrollment in the City's health insurance benefit, the respective employee is no longer eligible for the insurance opt out stipend. Payment of the stipend shall terminate on the effective date of re-enrollment in the City's health insurance benefit.

#### **ARTICLE 4 – AGENCY SERVICE FEE OR UNION SECURITY**

All employees covered by this Agreement shall be required as a condition of employment to make payment on or after the 30<sup>th</sup> day following the beginning of such employment or the effective date of this Agreement, whichever is later, of an Agency Service Fee to the Union. Such Agency Service Fee shall be in the amount equal or less than Union dues as determined by the Union annually.

At the election of the employee, said Agency Service Fee may be deducted from his/her wages upon presentation to the City of a signed authorization. Said authorization may be cancelled by sixty (60) days written notice to the City. An employee who does not authorize the City to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Comptroller.

#### **ARTICLE 5 – WAGES**

Wages shall be paid in accordance with Appendix "A" and attached thereto and made a part thereof.

There will be a 0% wage increase for the duration of this contract.

The bargaining unit can demand to re-open wages if any other City bargaining unit, with the exception of the School Department bargaining units, should receive an across the board wage increase during the term of the contract. Negotiations can be re-opened for wage purposes only.

#### **ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1:** A grievance is a dispute concerning the interpretation, meaning or application of this Agreement or an amendment or supplement thereto, except such disputes concerning such matters which are specifically excluded from the Grievance and Arbitration procedures by other paragraphs of this Contract.

**Section 2:** The time limits indicated hereunder will be considered maximum unless extended by mutual agreement in writing.

**Level 1:** An employee with a grievance will first discuss it informally with the foreman in his/her department or his/her immediate supervisor, with the objective of resolving the matter informally. The decision at this level shall be reported forthwith in writing to the Director of



the Department of Public Works or Municipal Grounds Director (where appropriate) and shall be subject to his/her approval.

**Level 2:** (a) If the grievance is not settled within two (2) working days after presentation at Level 1, the aggrieved employee or the Union may within five (5) days thereafter refer it in writing to the Director of the Department of Public Works or Municipal Grounds Director. There shall be a meeting with the Union and the Director of the Department of Public Works or Municipal Grounds Director as soon as practicable after the receipt of the written grievance. (A non-employee representative of the Union may attend such a meeting).

(b) If the grievance is not received by the Director of the Department of Public Works or Municipal Grounds Director within fifteen (15) calendar days after the aggrieved knew or should have known of the act or condition upon which the grievance is based, the grievance will be considered waived.

**Level 3:** If the grievance is not settled within ten (10) days of the receipt of the grievance by the Director of the Department of Public Works or Municipal Grounds Director, the aggrieved employee or the Union may submit said grievance in writing to the Mayor. There shall be a meeting with the Grievance Committee of the Union and the Mayor or his/her representative as soon as is practicable after receipt of the written grievance by the Mayor. (A non-employee representative of the Union may attend such a meeting).

**Level 4:** If the grievance is not settled at Level 3, and if the grievance alleges a violation by the City or any of its agents of any of the provisions of this Agreement, this grievance within thirty (30) days after written reference by the Union to the Mayor, be referred to arbitration as is hereinafter provided.

**Section 3:** Any grievance which alleges a violation by the City or any one of its agents of one or more of the provisions of this Agreement and which have not been settled under the procedures set forth herein, may be submitted by either party to American Arbitration Association within the time prescribed. Failure to submit within the time prescribed shall waive the grievance. The parties will be bound by the rules and procedures of the American Arbitration Association in the election of an Arbitrator if they cannot mutually agree upon an Arbitrator.

**Section 4:** The Arbitrator so selected will confer with the representatives of the Union and the City and will issue his/her decision, award, and reasons therefore, not later than thirty (30) days from the date of the close of hearings, or if all hearings have been waived, then thirty (30) days from the day the final statements have been submitted to him. The Arbitrator will be without power or authority to make any decision or award that violates the Common Law, statutory law of the Commonwealth, or any rules and regulations promulgated pursuant thereto. The Arbitrator shall be without power to add to or subtract from the terms of this Agreement. The Arbitrator shall be without power to require the commission of any act prohibited by law, or which violates any terms of this Agreement. The Arbitrator will be without power or authority to render an award or decision concerning any matter which is excluded from the Grievance and Arbitration Procedure of this Contract. The Arbitrator will be without authority to make any decision or award concerning any matter or grievance occurred or failed to occur prior to the



first day of January, 1985. The decision of the Arbitrator will be final and binding except for review and confirmation as provided by the provisions of Chapter 150C of General Laws.

**Section 5:** Employees shall exercise such rights as are granted by provisions of the Civil Service statute, rules and regulations promulgated pursuant thereto, including the rights of appeal, and these matters shall be excluded from the Grievance and Arbitration procedures of this Contract and the Arbitrator will not have the power to render a decision or an award concerning them.

## **ARTICLE 7 – LONGEVITY**

**Section 1:** Any full time permanent employee of the City, covered by this Contract, who has been employed for at least five (5) continuous full time years of service, shall receive in addition to the regular compensation, longevity pay of one hundred fifty (\$150.00) dollars at the close of the fiscal year they obtain such service. Payment of the longevity pay shall be made on the third pay day in June of each year.

Such employees shall receive an additional thirty (\$30.00) dollars per year for each additional year of service.

**Section 2:** For purposes of Longevity pay, a year of employment shall be thirty (30) weeks actually worked in the aggregate during a fiscal year. Excluding work related injuries.

## **ARTICLE 8 – UNION DUES**

The Union dues of employees covered by this Agreement shall be deducted each week from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the City in accordance with the provisions of Section 17A of Chapter 180 of the General Laws as amended.

The Treasurer shall transmit all dues deducted in an up-to-date listing from the payroll section of all employees to the Secretary-Treasurer of the Union each month in care of:

Service Employees International Union, Local 888  
529 Main Street, Suite 222  
Charlestown, MA 02129

## **ARTICLE 9 – HOURS OF WORK**

**Section 1:** The normal work week shall be Monday through Thursday from 7:00 a.m. to 3:00 p.m. and Friday 7 a.m. to 12:30 p.m. (commencing the date the contract is executed). Employees shall be granted a fifteen (15) minute coffee break at 9:00 a.m. (5 days) and a thirty (30) minute lunch break at 12:00 noon (Except on Friday's). Coffee breaks must be "brown bagged" at the work site. With the immediate supervisor's permission, which shall not be unreasonably withheld, one "member" of a crew may stop by a store for items to go (e.g. soda, coffee, etc.). For all other purposes, Friday shall be considered an eight (8) hour day.

**Section 2:** A ten (10) minute wash up time will be allowed each employee prior to his/her “punch-out” time (3:00 p.m. or 12:30 p.m. on Fridays).

## **ARTICLE 10 – OVERTIME AND STAND-BY PAY**

**Section 1:** Overtime pay for hourly rated employees covered by this Agreement shall be paid at the rate of 1½ times the regular rate of pay for work in excess of the scheduled work day for Monday through Thursday, in excess of six and one-half (6.5) hours worked on Fridays (commencing at 12:00 a.m. Friday morning and ending at 11:59 PM on Friday evening) and/or thirty-eight and one-half (38 ½) hours in one week. Hours “worked” includes sick time, personal time, vacation time and compensatory time used. An employee may take compensatory time in lieu of overtime as the work schedule permits.

**Section 2:** Employees who normally work Monday through Friday who perform overtime work on Sundays will be paid at two (2) times the employee’s basic rate of pay. Employees who are on the other than normal Monday to Friday schedules, overtime work performed on the second day of an employee’s normal two (2) days off in each seven (7) calendar days, shall be paid at two (2) times the employee’s rate of pay.

**Section 3:** The weekend stand-by system will be as follows:

- (a) Two (2) rotating stand-by listings will be established for rotation purposes by seniority. One list which included personnel who, in the opinion of a team, consisting of the Director of Public Works and two members of the bargaining committee, are appropriately qualified to make all decisions regarding public works and municipal grounds affairs. A second list covering all other bargaining unit employees who also desire to be on weekend stand-by. Stand-by duty begins at 12:30 p.m. Friday and ends Monday at 7:00 a.m. Stand-by duty hours shall be in effect for holidays as well.
- (b) Any employee who wishes to be eligible for stand-by will sign to that effect and only employees on the list will be called.
- (c) The weekend stand-by pay will be Thirty Dollars (\$30.00) for Friday, Sixty Dollars (\$60.00) for Saturday, Sunday and Holidays. Standby pay shall be one hundred dollars (\$100) for Thanksgiving and Christmas.
- (d) The list will be in effect until June 30<sup>th</sup> of each fiscal year. New employees shall be eligible upon hiring to be added to the list, but at that time such employee will be charged for such time worked by the employee with the greatest number of hours up until the date of his/her hiring. Changes or modification on the list will not be made except on July 1 of each fiscal year.
- (e) All employees must be available within ½ hour of call.
- (f) Stand-by personnel will be called first for all weekend work, provided they are capable and rated to perform such work.

- (g) Refusal to work by listed personnel for a bona fide reason will be considered as a weekend worked.
- (h) A refusal shall only be bona fide for such employee if he/she has notified the Director of Public Works or his/her designee at least twenty-four (24) hours prior to scheduled stand-by except in the case of an emergency. After two (2) refusals to work without good cause during the period of time for which the list is established, or if any employee while working stand-by fails to carry out his/her responsibilities or twice violates the provisions of paragraph (e) of this Section, such employee will be removed from the list and not be eligible for stand-by work for at least six (6) months or until a new list is formed, whichever is longer.
- (i) Stand-by personnel shall be permitted to take a City vehicle home over the weekend when he/she is on call. The City vehicle shall be used exclusively for answering stand-by calls for the City. Bargaining unit members who take home a City vehicle will review and sign the City Vehicle Use Policy, which will include a liability waiver absolving the City from any liability, absent gross negligence on the part of the City, for theft, damage or other loss to the individual bargaining unit member's personal vehicle left on City property during such City vehicle use.
- (j) Employees on stand-by will be used to fill graves for pre-arranged work on weekends, to the extent that the employee on standby is qualified to perform the grave filling or pre-arranged work. Employees who request to be placed on the standby list for this work must recognize the time sensitive nature of the assignment and shall not refuse for the purposes of performing work assignments for the DPW.

#### **Section 4:**

- (a) Whenever a laid off, Workers Compensation or accident person returns to work, he/she may at their request be put back on the list in the place where he/she ranks according to seniority. This will not be done until the start of a new cycle. A cycle starting with the person with the most seniority and ending with the person with the least seniority before the laid off, Workers Compensation or accident person is put back on. Thus being courteous to those already on the list for having already made plans.
- (b) Holidays that fall on Mon., Tues., and Wed. are to be taken by the person who was on call the previous weekend. Holidays that fall on Thursday and Friday will be taken by the person on call the up coming weekend. If the person on call that has priority to the holiday on Mon., Tues., and Wed. does not wish to take the one day, it will be offered to the person on call the up coming weekend.

### **ARTICLE 11 – CLOTHING**

All employees, covered by this Agreement shall be entitled to work clothes allowance in the total sum of Five Hundred Dollars (\$500.00) per year, payable the first pay day in September.

The Department Head or the Foreman, at his/her discretion, can prohibit the wearing of shorts when it is deemed inappropriate for the particular job due to potential job safety issues. If an employee wears shorts to work they must have available in their locker a pair of long pants. Additionally short pants can be no more than four (4") inches above the knee.

The mechanics will receive an additional One Hundred and Fifty Dollars (\$150.00) for replacement of tools and clothing.

The City will supply at its own expense to a new employee, rain gear, rubber boots and rubber gloves if such employee is deemed by the City to need such gear in the course of his/her employment. If the aforementioned rain gear, rubber boots and rubber gloves are stolen or lost through no fault or negligence of the employee, the City shall furnish a replacement. The City agrees to replace any such rain gear, rubber boots, and rubber gloves as are worn or damaged to the point of being unserviceable in the opinion of the City.

The City will pay no other compensation for uniforms except as set forth herein.

## **ARTICLE 12 – VACATIONS**

**Section 1:** Employees shall be eligible for vacation leave with pay within the meaning of this Section if he/she actually worked for the City thirty (30) weeks during the twelve (12) months preceding the first day of June of each year. For the purpose of this article the term actually worked shall be deemed not to include time spent on worker's compensation unless said time is less than eight (8) months in the aggregate in any one (1) year.

**Section 2:** Employees who have actually worked thirty (30) weeks or more in the aggregate within the twelve (12) months preceding the first day of June of each year shall be entitled to two (2) weeks time which is ten (10) working days of vacation.

**Section 3:** Each full time employee continuously employed by the City for five (5) years through nine (9) years shall be granted an annual vacation of not less than three (3) weeks (fifteen (15) working days) without loss of pay.

**Section 3A:** Each full time employee continuously employed by the City for ten (10) years through fourteen (14) years shall be granted an annual vacation of not less than eighteen (18) working days without loss of pay.

**Section 4:** Each full time employee continuously employed by the City for fifteen (15) years to nineteen (19) years shall be entitled to an annual vacation of not less than thirty (30) calendar days (22 working days) without loss of pay.

**Section 4A:** Each full time employee continuously employed by the City for twenty (20) years or more shall be entitled to an annual vacation of not less than twenty-five (25) working days or five (5) weeks without loss of pay.

**Section 5:** Vacations accrued for part time workers shall be prorated to the amount of hours work on an average during a year. To be eligible a part time worker must have worked thirty (30) weeks in the aggregate during the twelve (12) months preceding the first day of June in each such year.

**Section 6:** Employees may carry over their current annual normal vacation allowance for use in the next calendar year. Any vacation excess of this accumulation on December 31st of any such year shall be forfeited.

**Section 7:** Vacation will be bid under seniority basis. Upon death of employee any unused vacation pay outstanding shall be paid to employee's representatives.

**Section 8:** New full-time employees will earn one day per month up to ten (10) days per calendar year. This day will be credited the last day of each month. The new employee shall continue to earn vacation in this manner until January 1st of the year following his/her anniversary date of benefited employment. This vacation will only be allowed upon the completion of a probationary period of six months. In no event shall a new employee be eligible for more than (10) days of vacation per calendar year.

### **ARTICLE 13 – HOLIDAYS**

**Section 1:** All employees covered by this Agreement continuously employed by the City for (30) weeks within twelve (12) months preceding the holiday shall be granted holiday pay for each of the following eleven (11) legal holidays:

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day or on the day following any of the aforesaid holidays if it falls on Sunday, or either Friday or Monday, if the holiday falls on Saturday (whichever is determined to be most convenient by the City Department by which employee is employed).

The following dates shall be defined as paid holidays only for the years indicated:

December 26, 2008 (the Friday after Christmas)  
January 2, 2009 (the Friday after New Year's Day)

The Department of Public Works and the Municipal Grounds Department will be closed the Friday after Thanksgiving. Bargaining unit members will be paid for the Friday after Thanksgiving.

**Section 2:** The rate of pay for such holiday shall be the employee's regular rate of pay for eight (8) hours of work the employee is paid on an hourly basis, or 1/5 of an employee's weekly salary.

**Section 3:** In the event any such employee shall be required to work said holiday, they shall be paid double time regular hourly pay for the time such employee is actually so employed.

**Section 4:** In the event that a holiday falls on a Friday, the hours of operation for the preceding Thursday shall be 7:00 A.M. to 1:30 P.M. (the normal work hour schedule for Friday operation). All contract terms applicable to the Friday schedule shall be complied with on this holiday observance schedule.

## **ARTICLE 14 – SICK LEAVE**

**Section 1:** All employees, except new employees when entitled thereto, shall be granted Sick Leave aggregated not more than fifteen (15) days in any year, exclusive of regularly scheduled days off. Sick Leave allowances not used in any particular year may be accumulated (unlimited) for use in any subsequent year.

As of July 1, 1993 new employees shall be entitled to 1¼ days of Sick Leave per month to be earned on an aggregate basis from the date of their appointment. All employees hired prior to July 1, 1993 shall be credited with their fifteen (15) days Sick Leave on January 1<sup>st</sup> of each year.

A doctor's certificate at the expense of the employee may be required by the department head if an employee is absent from work three (3) consecutive days or more at one time, or if the department head has reasonable cause to believe the employee may be abusing his/her Sick Leave. A certificate shall not be required in the case of hospitalization of an employee (while in hospital only). Any employee claiming benefits under the Worker's Compensation or Sick Leave provisions of this Agreement, shall submit to an examination at the expense of the City by a physician designated by the municipal employer as requested during the period of such disability.

**Section 2:** Upon the retirement or death of an employee covered hereunder, said employee or his/her representative shall be paid for accumulated sick leave at 100% of his/her daily rate up to fifty (50) days actually accrued plus and additional 50% of his/her daily rate for accumulated days accrued over and above the first fifty (50) days, not to exceed a total of one hundred thirty (130) days.

Any bargaining unit employee hired on or after June 30, 1999 shall not be entitled to reimbursement of any accumulated sick leave upon their retirement.

**Section 3: Sick Leave Incentive Days:** Employees who do not use Sick Leave shall be granted personal leave without loss of pay up to six (6) days per calendar year cumulative to nine (9) days in accordance with the following:

- (a) Employees who do not report out sick during any one month period shall be granted four (4) hours of personal leave without loss of pay (per month).
- (b) Employees who have earned personal days off due to non-use of sick leave, may at their discretion have the option of receiving a day's pay in lieu of a personal day off.



- (c) This article shall not apply to the persons out on Worker's Compensation for more than seven (7) days during the period involved.

#### **Section 4: Donated Sick Leave**

Bargaining unit employees may donate sick leave to another employee of the City of Gardner who is in serious need (due to a serious illness or injury and that employee has utilized all of his/her available accrued time, including but not limited to sick, personal, sick leave incentive, compensatory time and/or vacation time). The donated time shall be paid to the employee in need at the employee's rate of pay. Authorization of the donation of this time shall be at the sole discretion of the Mayor and shall be administered by the Personnel Department. Donated time shall not be deemed as sick time used by the donating bargaining unit member for the purposes of earning sick leave incentive days as defined by Article 14, Section 3. In the event that the Mayor has denied a request for donated sick time, said denial shall be provided in writing with a reason for said denial to the requesting bargaining unit employee.

### **ARTICLE 15 – INDEMNIFICATION**

**Section 1:** If an employee is absent as a result of an injury arising out of or in the course of his/her employment, he/she will be paid the statutory equivalent Worker's Compensation entitlement (less the amount of any Worker's Compensation award made for temporary disability due to said injury) for the period of such absence, and no part of the absence shall be charged against previously accumulated Sick Leave.

**Section 2:** An employee must make a claim to any insurance carrier as a result of an absence covered by Section 1 above and shall pay to the City any settlement received for such claim. If the claim is denied by the carrier, the City shall deduct such payment from the employee's accumulated Sick Leave to the extent of such accumulation or from the salary. If the employee for any reason refuses to pay over such payment as he/she shall have received from the insurance carrier arising out of the absence described in Section 1 above, the City may, at its discretion, deduct payment due to it from the employee's salary. Failure to make such payments may also be cause for discharge or disciplinary action in the discretion of the City.

### **ARTICLE 16 – OVERTIME DISTRIBUTION AND CALLBACK**

**Section 1:** Overtime shall be impartially distributed to the extent practicable among personnel in each division who ordinarily perform such work in the normal course of their work week. When, in the case of emergency, it is necessary to call in personnel from other divisions and/or contract help to aid and assist, personnel from such other divisions or contract help, as the case may be, shall be released (after completion of fixed route or chores) from their duties first when the work load lessens.

Two (2) duty rosters shall be posted in a conspicuous place in the office of the City yard and the Municipal Grounds Shed of all men in each department and their respective classification by seniority who are available for overtime. Said list shall be posted on July 1 of each year. One list shall be for Public Works functions and the other shall be for Municipal Grounds functions.

Employees may sign one or both lists. All overtime assignments except stand-by assignments on weekends as set forth above shall be made in rotation from said lists within the department. Rotation shall not be applicable to personnel held over on overtime to complete a job or function begun prior to the end the normal work day. Refusals to work overtime shall be counted as overtime worked in the impartial distribution of overtime. If an employee is not available to work overtime, he/she shall notify the department head twenty-four (24) hours in advance and it will be so noted on the duty roster. If so noted, it will not be deemed time worked and he/she shall be available on the next occasion that he/she is eligible. Three (3) refusals to work without just cause during the fiscal year for which the list is established shall, in the discretion of the department head, be sufficient cause for removal from said overtime list.

**Section 2:** Any employee who shall be called back for overtime shall be paid for such hours he/she has actually worked, but in no event shall he/she be paid less than three (3) hours compensation at his/her overtime rate of pay.

**Section 3:** (a) 7:00 a.m. of one day to 7:00 a.m. of the next day, will be considered a 24 hour period.

(b) After an employee has worked at least sixteen (16) hours in a twenty-four (24) hour period, he/she will be granted eight (8) hours off at straight pay, or be paid eight (8) hours at straight pay, or take eight (8) hours comp. time off. That can be accumulated and taken at a later date.

(c) If an employee comes back to work after six (6) hours of time off and it is before 7:00 a.m. his/her 24 hours will begin when he/she punches in.

(d) A sick day, vacation day, personal day, comp. day, four (4) hours of schooling, will be considered (4) hours worked.

## **ARTICLE 17 – WORKING OUT OF GRADE**

If an employee is required to work in a job calling for a higher classification for a period in excess of four (4) hours, including time spent in training at such higher classification, he/she shall be compensated at the rate of compensation consistent with the classification at his/her own step for all hours performed in such classification.

In the event that a senior driver or a heavy equipment operator's vehicle breaks down, he/she shall have the right to take over any junior driver's vehicle.

In the event all foremen are engaged in work and an additional work crew is needed without a foreman being available, the employee bearing the highest classification will be in charge of that work crew in lieu of the foremen for the day.

The administration will make reasonable effort to insure that management will not perform bargaining unit work. It is understood by both parties that emergencies will be the exception.

## **ARTICLE 18 – BEREAVEMENT LEAVE**

**Section 1:** In the event of death in the immediate family of any bargaining unit employee, he/she will be granted leave with straight-time pay for normally scheduled working hours, not to exceed three (3) consecutive days and such leave shall not be charged to sick leave or vacation leave.

Immediate family will include spouse, parent, stepparent, parent of spouse, children, brother, sister, grandparents, grandparents of spouse, grandchildren, or a person living in the immediate household of the employee.

**Item 2:** Bereavement leave of one day without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt or uncle and such leave shall not be charged to sick leave or vacation leave.

Additional days may be taken and charged against the bargaining unit employee's personal days, vacation days or time accrued or may be taken non-consecutively with extenuating circumstances and prior approval of the Department Head.

## **ARTICLE 19 – EMPLOYMENT RELATIONS COMMITTEE**

A committee composed of three (3) representatives of the Union and the Mayor, director and a representative of the City Council Service Committee shall meet quarterly to discuss employer – employee relations. Said meeting to be scheduled one and one-half hours prior to the end of the regular work day. Should meeting last longer than 1½ hours, employees agree that they shall not be entitled to any overtime for attendance thereto.

## **ARTICLE 20 – ADVERSE WEATHER**

After two (2) hours of plowing or sanding under adverse weather conditions, the foreman will grant reasonable time to stop for coffee.

If an employee has to work continuously through an overtime assignment into his/her regular work day, reasonable time will be allowed without loss of pay to order and consume breakfast provided that the employee reports to work prior to 5:00 a.m.

Radios shall be made available for vehicles assigned to remote snow plowing routes.

Whenever practicable, the Director (In his/her sole discretion) shall assign two men to plowing vehicles if in his/her judgment the conditions of the route, vehicle, or weather so requires. Notwithstanding the foregoing, two employees shall be assigned to vehicles engaged in the plowing of lakes, ponds, and other bodies of water.

## **ARTICLE 21 – NO FAULT**

In the event that an employee is injured as a result of an automobile accident covered by the Massachusetts No-Fault Insurance Law, otherwise known as personal injury protection, he/she shall not be entitled to draw sick pay while absent from work due to such injury.

## **ARTICLE 22 - NO STRIKES, NO LOCKOUTS**

(a) During the period of this Agreement, no employee covered by this Agreement shall engage in, induce, encourage any strike, work stoppage, slow-down or withholding of services by such employees. Provisions of this Section shall be applicable to all employees during the period of bargaining for a new Contract subsequent to this Contract, not to exceed three (3) years from the effective date of this Contract.

(b) Any action by the City to enforce the provisions of this Section shall not be subject to the Grievance & Arbitration Procedures set forth in this Contract. Violations of the terms of this Section shall be cause for discharge, and/or discipline in the sole discretion of the City.

(c) No Lockout: The City agrees that it will not lockout employees, nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operations of the City.

## **ARTICLE 23 – BARGAINING DURING THE CONTRACT**

Each of the parties to this Agreement acknowledge that during the collective bargaining process which preceded the execution of this Contract, they each had the free opportunity to present any and all matters to be raised in the collective bargaining process. Therefore, from the date of the execution of this Agreement until the first day of April, 2011, neither party shall be required to negotiate with respect to any such matter, whether raised or not raised in the collective bargaining process, whether covered or not covered by this Agreement and whether within or not within the knowledge or contemplation of either or both of the parties at the time this Contract was negotiated or executed.

## **ARTICLE 24 – WAIVER**

Failure of either party to this Agreement to exercise his/her rights or obligations hereunder, at any one time, shall not be deemed a waiver of the right of such party to exercise his/her rights or obligations in the future.

## **ARTICLE 25 – AMENDMENT TO THIS AGREEMENT**

This Agreement may only be amended by a written instrument executed by the duly authorized representatives of both parties thereto.

## **ARTICLE 26 – PERSONAL DAYS**

Employees shall be granted three (3) personal days per calendar year that may not be accumulated, without loss of pay not chargeable to sick leave or vacation upon the approval of the Department Head who has been given twenty-four (24) hours notice, except in an emergency.

## **ARTICLE 27 – EYEGLASSES**

Where the City of Gardner agrees to compensate an employee for eyeglasses that are damaged during working hours when such claim can be verified by witness other than the employee making the claim.

## **ARTICLE 28 – VACANCY**

Whenever a vacancy in grade is filled the following criteria shall govern the selection to the vacancy:

- (a) Length of service from date of original permanent appointment with the City;
- (b) Knowledge, training, ability, education, skill;
- (c) Physical fitness.

## **ARTICLE 29 – EDUCATION**

Any employee who wishes to go to school, classes, or workshops to further their education in the field of Public Works or Municipal Grounds shall be reimbursed by the City for all expenses related to school.

All schooling will be done at a local level for certification and at no time during the schooling shall the City pay more than One Thousand Dollars (\$1,000.00) per year, per individual.

It would be recommended that the student attend on their off time but would not be a requirement.

## **ARTICLE 30 – MISCELLANEOUS**

**Section 1:** All equipment operators must regularly grease, oil and clean motor equipment under Civil Service regulations and perform all labor incidental to their work assignments.

**Section 2:** Both the Union and the City agree that all employees of the Department of Public Works and the Municipal Grounds Department are for the purpose of this contract Public Works Employees; and that all duty assignments whether they be in the Municipal Garage, Highway, Parks, Cemetery, or Forestry shall be made based upon Civil Service seniority within ratings and classifications.

**Section 3:** In the event of the necessity of an employee to do “blasting” on a given day, such “blaster” shall be paid an additional \$15.00 for such day. If a helper is necessary for such “blaster”, said helper shall also be paid an additional \$15.00 per day for such “blasting” work.

**Section 4:** This Section is effective July 1, 2000. As compensation for using their personal tools in the course of their employment, four mechanics shall be paid a weekly stipend in the amount of ten dollars (\$10.00). As compensation for the skill of welding, one welder shall be paid a weekly stipend in the amount of ten dollars (\$10.00).

**Section 5:** Contract Re-Opener

The City of Gardner and the Union agree that if the employer grants any bargaining unit (other than the School Department), an across the board wage increase during the term of this agreement, then the parties shall promptly negotiate with respect to the wage provisions of this agreement.

**Section 6:** – COPE

The Employer agrees to honor and to transmit to the Union contribution deductions to the SEIU Local 888 Committee on Political Education (COPE) fund from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.



### ARTICLE 31 – DURATION


This Agreement and its provisions shall be effective from the date of its execution and shall remain in full force and effect up to and including June 30, 2011. Either party may, on or before the first day of April 2011, give written notice to the other of its desire to extend or revise this Agreement during the period to commence July 1, 2011. This Agreement shall remain in full force and effect until the new contract is ratified by both parties.

In Witness whereof, the parties hereto cause this instrument to be executed in their names and on their behalves by the duly authorized officers thereto this 7<sup>th</sup> day of April, in the year 2009.

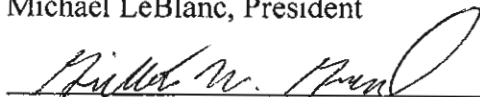
**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
CTW/CLC, LOCAL 888**

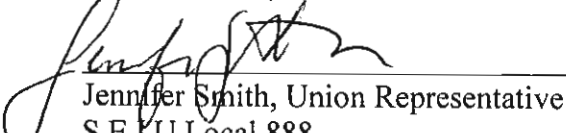
**CITY OF GARDNER**

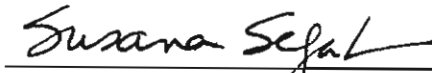
By:

  
Michael LeBlanc, President

  
Mark P. Hawke, Mayor

  
Gilbert Gravel, Union Steward

  
Jennifer Smith, Union Representative  
S.E.I.U Local 888

  
Susana Segat, President  
S.E.I.U Local 888

## APPENDIX A

<u>Grade Level</u>	<u>Steps</u>	<u>07/01/08</u> <u>0%</u>	<u>07/01/09</u> <u>0%</u>	<u>07/01/10</u> <u>0%</u>
W-3	1	\$11.25	\$11.25	\$11.25
	2	\$12.26	\$12.26	\$12.26
	3	\$12.45	\$12.45	\$12.45
	4	\$14.10	\$14.10	\$14.10
	5	\$14.82	\$14.82	\$14.82
W-5	1	\$12.54	\$12.54	\$12.54
	2	\$13.17	\$13.17	\$13.17
	3	\$13.75	\$13.75	\$13.75
	4	\$15.41	\$15.41	\$15.41
	5	\$16.18	\$16.18	\$16.18
W-6	1	\$12.92	\$12.92	\$12.92
	2	\$13.56	\$13.56	\$13.56
	3	\$14.10	\$14.10	\$14.10
	4	\$15.78	\$15.78	\$15.78
	5	\$16.63	\$16.63	\$16.63
W-7	1	\$13.17	\$13.17	\$13.17
	2	\$13.74	\$13.74	\$13.74
	3	\$14.48	\$14.48	\$14.48
	4	\$16.04	\$16.04	\$16.04
	5	\$16.78	\$16.78	\$16.78
W-8	1	\$13.75	\$13.75	\$13.75
	2	\$14.24	\$14.24	\$14.24
	3	\$14.95	\$14.95	\$14.95
	4	\$16.52	\$16.52	\$16.52
	5	\$17.37	\$17.37	\$17.37
W-9	1	\$13.98	\$13.98	\$13.98
	2	\$14.60	\$14.60	\$14.60
	3	\$15.18	\$15.18	\$15.18
	4	\$16.73	\$16.73	\$16.73
	5	\$17.54	\$17.54	\$17.54
FW-7	1	\$16.78	\$16.78	\$16.78
	2	\$18.51	\$18.51	\$18.51
	3	\$20.41	\$20.41	\$20.41
M-7	1	\$16.78	\$16.78	\$16.78
	2	\$18.51	\$18.51	\$18.51
	3	\$20.41	\$20.41	\$20.41
M-9	1	\$17.54	\$17.54	\$17.54
	2	\$19.33	\$19.33	\$19.33
	3	\$21.31	\$21.31	\$21.31

The time differential between pay steps for bargaining unit employees of this Contract shall be six (6) months from Step 1 to Step 2, twelve (12) months from Step 2 to Step 3, twelve (12) months from Step 3 to Step 4, and twelve (12) months from Step 4 to Step 5 (total from Step 1 to Step 5 being forty-two (42) months).

New permanent full-time employees and current bargaining unit employees who receive promotions will start at Step 1 of their respective grade level. After a six (6) month probationary period the Department Director and Working Foreman will evaluate the employee's job performance and confirm that he/she maintains the appropriate licenses and qualifications to determine the level of the Step increase the employee is entitled to. Should, based upon this evaluation, the Department Director and Working Foreman determine that said employee is performing at the highest level possible, the employee will be moved from Step 1 to Step 5 in their respective grade level.