

**AGREEMENT**  
**BETWEEN**  
**TOWN OF MASHPEE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 888, AFL-CIO**  
**PUBLIC WORKS UNIT**

**EFFECTIVE JULY 1, 2007**  
**EXPIRING JUNE 30, 2010**  
**(Public Works Unit)**



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## **PREAMBLE**

This Agreement entered into as of the 27<sup>th</sup> day of March in the year 2008, by and between the Town of Mashpee, acting by and through its Board of Selectmen and Town Manager, hereinafter referred to as "the Town," and Service Employees International Union, Local 888, AFL-CIO, hereinafter referred to as "the Union," has as its purpose the promotion for harmonious relations between the Town and the Union, the establishment of rates of pay, hours of work, and other conditions of employment, all with a view toward rendering the most efficient and progressive service to the residents of the Town.

## **ARTICLE I** **RECOGNITION**

**SECTION 1.** In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR-2870, issued on June 1, 1979, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for all full-time and regular part-time (working at least twenty (20) hours per week) laborers, maintainer I's, truck drivers, equipment operators, mechanics, custodians and working foremen employed in the Highway Department excluding the Superintendent, clerical employees, seasonal, and all other Town employees.

**SECTION 2.** In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR-2922, issued on October 12, 1979, the Town recognized the Union as the exclusive bargaining agent for the purpose of establishing wages, hours, and other terms and conditions of employment of all full-time employees of the Maintenance Department of the Town of Mashpee and the full-time custodian assigned to Mashpee Town Hall and excluding all department heads, clerical, and all other employees of the Town of Mashpee. The bargaining units specified were merged by mutual agreement and are now known as the Department of Public Works.

**SECTION 3.** The parties agree that tree work shall be considered bargaining unit work as provided in Appendix A.

## **ARTICLE II** **NONDISCRIMINATION**

Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, age, being physically handicapped or membership or non-membership in the Union.

## **ARTICLE III** **MANAGEMENT RIGHTS**

Subject only to the express provisions of this Agreement and applicable Federal or State statutes, the Town, its Selectmen, the Town Manager and the Director of Public Works reserve and retain all of the lawful powers and customary rights and authority of municipal

management to manage and control the Department of Public Works to determine the methods and means by which the operations of said Department is to be carried on; to direct the employees of the Departments in any manner deemed in the best interests of the inhabitants of the Town, including but not limited to the right to appoint, promote, assign, and transfer, to issue reasonable rules and regulations; and to discipline and discharge employees.

#### **ARTICLE IV** **PAYROLL DEDUCTION OF UNION DUES**

**SECTION 1.** The employer agrees to honor and transmit to the Union contributions and deductions to the Service Employees International Union Local 888, COPE (Committee on Political Education) from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amount and with the frequencies specified on the political deduction authorization cards.

**SECTION 2.** The Union agrees to indemnify the Town for any expenses, damages or other financial loss that the Town may be required to pay or suffer by any arbitrator, administrative agency or court of competent jurisdiction as a result of the Town's compliance with this Article and the Union will provide the Town a bond in a form approved by the Commissioner of Corporations and Taxations, for the faithful performance of his duties, in a sum with surety satisfactory to the Town in accordance with Section 17A of Chapter 180 of the General Laws.

#### **ARTICLE V** **AGENCY SERVICE FEE**

**SECTION 1.** In accordance with the provisions of General Laws, Chapter 150E, Section 12, as amended, the Town agrees that effective July 1, 1983 or thirty (30) days following the commencement of employment, whichever is later, each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, a service fee to the Union in an amount that is authorized by Section 12, Chapter 150E.

**SECTION 2.** The employee may consent in writing to the authorization of the deduction of an agency service fee from his/her wages and the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town, signed by the employee. An employee may withdraw said authorization by giving at least sixty (60) days notice to the Town with a copy thereof filed with the Treasurer of the Union.

**SECTION 3.** The Union agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws Chapter 150E, Section 12 or so long as the employee's demand for rebate of part of the service payment remains in dispute. The Treasurer of the Union will provide the Town a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a

sum with surety satisfactory to the Town in accordance with Section 17A of Chapter 180 of the General Laws.

**SECTION 4.** This action shall not be effective until the Union certifies to the Town that this Agreement has been formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

**ARTICLE VI**  
**EMPLOYMENT**

**SECTION 1.** All new employees shall be on probation for the first six (6) months of employment. During the probationary period an employee shall not have the right to process a grievance. All new employees are employed subject to the passing of a physical examination to be given by the Town physician.

**SECTION 2.** All employees must, as a condition of employment possess and maintain those licenses and/or certifications necessary to perform their full duties. Said licenses and certifications may include, but are not limited to, a valid Massachusetts motor vehicle license.

**ARTICLE VII**  
**COMPENSATION**

**SECTION 1.** Wages paid to employees in the classifications covered by this Agreement shall be as summarized in Appendix A reflecting the following increases:

|                              |    |
|------------------------------|----|
| Effective November 1, 2007 - | 3% |
| Effective July 1, 2008 -     | 2% |
| Effective January 1, 2009 -  | 1% |
| Effective July 1, 2009 -     | 2% |
| Effective January 1, 2010 -  | 1% |

**SECTION 2.** Employees will be hired at Step 1 of the Wage Schedule. Advancement from step to step on the schedule is dependent upon receiving a satisfactory performance evaluation to be completed at least one month prior to the employee's July 1 step date (anniversary date for employees hired after July 1, 1985). In the event of an unsatisfactory evaluation, the step increase will be withheld for six-months dependent upon the outcome of a mid-year evaluation. If improvement is shown at the six-month evaluation, the step will be awarded at that time. A denial of the step following the six-month evaluation shall be subject to the grievance procedure.

**SECTION 3.** The Union agrees that the Town of Mashpee may change its payroll period from weekly to bi-weekly (every two (2) weeks).

**SECTION 4.** Effective upon the signing of this Agreement, the DPW salary schedule pursuant to Appendix A shall be changed such that Step 2 shall become Step 1, Step 3 shall become Step 2, Step 4 shall become Step 3, etc. A new Step 11 will be added to the salary

schedule with an increment value of 3% over Step 10 and employees who have served fifteen (15) years or more in their position shall be eligible to advance to said new Step on their anniversary date of employment in accordance with the satisfactory performance requirements of Section 5 of this Article.

## **ARTICLE VIII** **SENIORITY AND LAYOFF**

**SECTION 1.** An employee's seniority shall be equal to his/her length of continuous service in the bargaining unit, measured from date of hire to a bargaining unit position. However, rights of seniority will not begin until the employee has completed his/her probationary period.

**SECTION 2.** Where in its exclusive judgement, the Employer determines the need to reduce the number of employees in a particular job title, employees in affected positions shall be laid off based upon seniority with the least senior employee laid off first.

The laid off employee can bump another employee who has less bargaining unit seniority and is in a position that is paid at the same or lower rate, provided that in the exclusive judgement of the Employer, he/she is qualified for the positions. Any dispute as to whether the Employer was arbitrary or capricious in making a judgement as to qualifications shall be subject to grievance and arbitration.

**SECTION 3.** Recall shall also be based on seniority with the last employee to be laid off in an affected job title recalled first. Recall rights shall continue for up to twenty-four (24) months. No seniority or benefits shall accrue during the period layoff. Any accrued vacation time or compensatory time owed at the time of layoff shall be paid to employees at that time.

**SECTION 4.** Employees must notify the Employer of their intent to return to work within seven (7) days of receipt of a recall notice at the address of the employee on file with the Employer and must so return to work within fourteen (14) days of the arrival of said recall notice.

**SECTION 5.** Seniority shall be applied to vacation time requests (subject to the provisions of Article XI, Vacations) and to bids for posted promotional vacancies (subject to the provisions of Article XIX, Job Posting and Bidding).

## **ARTICLE IX** **WORKWEEK AND WORK SCHEDULES**

- 1) **Hours of Work.**
  - a) Normal workweek for all full-time employees shall consist of five (5) consecutive days of eight (8) hours per day, Monday through Friday.
  - b) The workweek shall extend from 12:00 a.m. Sunday to 11:59 p.m. the following Saturday.
- 2) **Overtime.** Time and one-half (1 ½) the regular hourly rate will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. Double time

- the regular hourly rate will be paid for work performed on Sundays and after sixteen (16) consecutive hours in a day. These overtime payments are not to be compounded.
- 3) Allocation of Overtime. Insofar as possible, overtime shall be allocated equally among the employees of the Department.
  - 4) Call-in Pay. An employee shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1 ½) for emergency “call-in”. Notwithstanding the foregoing, where an employee is called in advance for his regular shift starting time, he shall be paid overtime only for those hours in advance of his regular shift where said hours are less than the minimum hours referenced in this paragraph. A “call-in” used herein means that the employee is summoned from his home to work in an emergency, does the work and returns home after he has completed his work in the emergency.
  - 5) Coffee Breaks. Each employee shall be granted a fifteen (15) minute coffee break in the middle of the morning at the work site and fifteen (15) minutes in the middle of the afternoon at the work site.

**ARTICLE X**  
**HOLIDAYS**

All full-time employees shall be given the following paid holidays, provided that the employee works full eight (8) hour the regularly scheduled workday before and the full eight (8) hour workday regularly scheduled workday following said holiday.

If an employee is required to work on a recognized holiday except for Christmas Day, New Year’s Day and Martin Luther King Day, he will be paid time and one-half for each hour worked in addition to holiday pay. Holiday work on Christmas Day, New Year’s Day and Martin Luther King Day will be paid at double-time for each hour worked in addition to holiday pay.

|                        |                        |
|------------------------|------------------------|
| New Year’s Day         | Labor Day              |
| Martin Luther King Day | Columbus Day           |
| Presidents’ Day        | Veteran’s Day          |
| Patriot’s Day          | Thanksgiving Day       |
| Memorial Day           | Christmas Day          |
| Independence Day       | Day after Thanksgiving |

Regular part-time employees after passing their probationary period, who have averaged twenty (20) hours per week for the previous six (6) months, shall be given the same holidays, with pay equal to their average daily pay, based on a forty (40) hour week, for the previous six (6) months.

When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. When a recognized holiday falls on a Sunday, the following Monday will be recognized as a holiday.

Christmas Eve shall be a full day holiday if it falls on a weekday.

The parties agree that no Christmas party will be held on Town facilities.

ARTICLE XI  
VACATIONS

**SECTION 1.** Employees covered by this Agreement shall be granted vacation leave as follows:

Upon satisfactory completion of the probationary period of six months, an employee shall be eligible to take one-half (1/2) day of vacation for each month worked before July 1 of the current fiscal year.

**Length of Employment:**

|                                 |   |
|---------------------------------|---|
| One (1) through Three (3) Years | One (1) day for each month worked in the previous fiscal year                 |
| Four (4) through Ten (10) Years | One and one-half (1 ½) days for each month worked in the previous fiscal year |
| After Ten (10) Years            | Two (2) days for each month worked in the previous fiscal year                |

**SECTION 2.** Services for purposes of vacation eligibility shall be based upon the employee's length of service as of July 1 in each year. Time spent on sick leave and vacation leave shall be counted as time worked for purpose of calculating an employee's length of service and vacation leave.

**SECTION 3.** Vacations may be scheduled at any time during the year with the approval of the Director. Where the Director determines that approving a requested vacation period will result in inadequate coverage to perform necessary work, he may deny the requested vacation period. If more than one (1) employee requests the same vacation period and the Director determines that only one (1) such leave can be approved, seniority shall be the determining factor. Vacation requests should be submitted to the Director on or before May 1 of each year, at any event no later than two weeks before the requested time. Vacation requests shall be at the direct discretion of the DPW Director. Vacation will be granted for whole day (8 hours) or half day (4 hours) increments.

**SECTION 4.** Employees can accumulate fifty percent (50%) of the vacation days credited based on service in a prior fiscal year up to a maximum of ten (10) days, or may receive their regular rate of pay in the form of a vacation buyback for fifty percent (50%) of their annual vacation days credited, but not used up to a maximum of ten (10) days per fiscal year. Vacation leave beyond that which can be accumulated or bought back will be lost if not taken in the fiscal year in which it is credited. Vacation buyback will be done in the last pay period of the fiscal year for annual vacation credited.



**SECTION 5.** Employees who are eligible for vacation and whose services are terminated by retirement, by entrance into the Armed Forces by resignation or by termination shall be paid a pro-rated accrued vacation allowance.

**SECTION 6.** Regular part-time employees, who average over twenty (20) hours per week or more over the prior six (6) months, will receive vacation pay equal to their average daily pay, based on a forty (40) hour workweek, for the previous six (6) months.

**SECTION 7.** If a recognized holiday falls on a normal working day during the employee's vacation, the employee is entitled to an additional vacation day with pay.

## **ARTICLE XII** **GROUP INSURANCE**

The Town of Mashpee and Local 888 agree to form a Joint Labor Management Committee on Healthcare. The committee's purpose is to inform employees about healthcare, including but not limited to health plan options, health plan costs, and the annual Health Benefits Fair. The committee will provide healthcare information to employees with the goal of providing the best healthcare at the best cost.

All full-time employees, after their probationary period, and all regular part-time employees who average twenty (20) hours or more per week, for the previous six (6) months, are eligible for Group Insurance. The Town shall pay seventy-five (75%) percent and the employee twenty-five (25%) percent of the premiums for such insurance. Participation for such Group Insurance is not mandatory.

Any claim for payment under said policy shall not be subject to the Grievance and Arbitration procedures for this Agreement, but shall only be subject to those procedures set forth in the policy of Insurance. The Town agrees to take necessary administrative steps to process any claims made under the policy.

In the event that during the life of the Agreement, the Town is unable to maintain existing levels of group health and life insurance benefits as a result of the insurance carrier making changes in the group plan, the Union agrees to meet with representatives of the Town in an effort to agree upon a new or different group insurance plan with the same or a different insurance carrier. During said negotiations, the Town shall not be liable for reductions in levels of benefits implemented by the insurance carrier and should the parties be unable to agree on a resolution to the problem generated by the insurance carrier and over which the Town had no control, the Town shall not become a self-insurer for purposes of maintaining existing benefit levels.

The Union agrees to enter into coalition bargaining on group health insurance benefits with other Town and School bargaining units upon request by the Town.

The Union agrees that the Town may eliminate indemnity-type health coverage (such as Master Medical), as one of the health plan options available to employees, if and when all other eligible bargaining units agree to this change.

- (A) Indemnity Health Coverage: Employees who are covered by a Town sponsored indemnity health plan as of July 1, 2007, who change their indemnity coverage to a non-indemnity type plan during the open enrollment period during the spring of 2008, will receive a \$1,000 lump sum payment (less regular tax withholdings) during fiscal year 2009, and in each fiscal year thereafter where they remain covered by a Town sponsored non-indemnity plan.

Any unit employee who had been covered by Town sponsored indemnity health coverage and who dropped said coverage and elected a Town sponsored non-indemnity plan within the two year period between July 1, 2005 and June 30, 2007, will similarly receive a \$1,000 lump sum payment (less regular tax withholdings) during fiscal year 2009, and in each fiscal year thereafter so long as they do not elect Town sponsored indemnity health coverage in future years.

- (B) Non-Town Health Coverage. Any employee who is covered by a Town sponsored health plan on July 1, 2007 and who during the open enrollment period in the spring of 2008, drops all Town sponsored health coverage and obtains coverage through an outside plan (e.g., spouse's or other outside plan) will receive a \$2,000 lump sum payment (less regular tax withholdings) during fiscal year 2009 and in each fiscal year thereafter where their health coverage is obtained outside of the Town health group. Proof of health coverage in an outside plan must be provided to the Town in order to receive said payment.

Any employee who had been coverage by Town sponsored health coverage since their employment with the Town began and who dropped said coverage during the open enrollment period in the spring of 2007 or any open enrollment period prior thereto, will receive a one-time \$2,000 lump sum payment (less regular tax withholdings) during fiscal year 2009.

### ARTICLE XIII SICK LEAVE

**1a.** A full-time employee of the Town, after probation, shall be allowed one and one - quarter (1 1/4) days sick leave with full pay for each month, retroactive to the date of employment, provided such is caused by sickness or injury or by exposure to contagious disease, and provided the employee notifies the Department no less than (1) hour, except where an emergency prevents such notice being given, of the employee's starting time when the employee is to be out on sick leave.

**1b.** Any portion of such leave not used in any year by an employee may accumulate unlimited for the use of the employee.

**1c.** Regular part-time employees, after probation, who work twenty (20) hours or more, for the previous six (6) months, shall participate in the sick leave provisions, and their pay shall be based on the average daily pay, based on a forty (40) hour week for the preceding six (6) months.

**1d.** An employee may use up to five (5) days per year of their sick leave time for leave to take care of a member of their family living in the same household.

**2.** A doctor's certificate at the expense of the employee may be required by the Director if an employee is absent from work for five (5) consecutive days or more, or for ten (10) or more days in a twelve (12) month period, or after a written warning about abusing this privilege, at the Director's discretion. Any employee claiming benefits under the injury leave or sick leave provisions of this Agreement shall, if requested, submit to an examination at the expense of the Town by a physician designated by the Town.

**3.** An employee injured in the performance of his duty who is receiving workers' compensation payments pursuant to General Laws may supplement such payments by the use of accumulated sick leave credits so as to receive the equivalent of full salary as long as he or she has sick leave accumulated to draw upon.

**4. Family and Medical Leave.** Notwithstanding anything in this Agreement to the contrary, when a leave of absence qualifies as family and medical leave under the Family and Medical Leave Act, such as by way of example, absence caused by a serious health condition of the employee, the Town will administer said leave in accordance with the Act and its regulations including designating leave as FMLA leave, as well as requiring employees to be paid for what otherwise would be an unpaid leave through use of accumulated sick leave, vacation and other accrued time.

An employee returning from an FMLA leave who has had all of his/her vacation time applied to pay for an FMLA leave will be advanced their monthly vacation accruals under Article XII up to a maximum of five (5) vacation days. If the employee terminates his/her employment for any reason (voluntary or involuntary) prior to achieving that advanced accrual of vacation time, the time not yet accrued will be deducted from the employee's final paycheck.

#### **5. Sick Bank.**

**SECTION 1.** The basic purpose of the sick day bank is to provide additional sick days to a member who has exhausted his own sick days and is in an extended illness situation. The plan is designed so as not to present any additional cost to the Town of Mashpee in terms of sick days or management of the program. The intent is to provide income through sick days, to the unfortunate member in need of them, by the membership as a whole.

**SECTION 2.** The following will be the format of the functioning and administration of the Bank:

- a) The Sick Bank shall be completely controlled and administered by the Board.
- b) The Sick Bank Board shall consist of four (4) members, two members from the Union and the Personnel Administrator and Town Manager. The Union shall appoint an alternate member to sit in case a present member of the Board is requesting sick leave from the bank.
- c) The Sick Bank is to be initiated by each member donating 24 sick leave hours to the bank on July 1, 1982 and 8 hours at the beginning of each succeeding fiscal year.
- d) It will be the Board's responsibility to notify the proper administrative channel as to the use of bank days.

- e) The Board shall have the right, in case the bank has deleted all its days, subject to a two thirds (2/3) vote of the members present at the meeting, to come before the Union for an additional assessment of sick leave days.
- f) Any member who has used bank days, may at his discretion, repay any or all days used.
- g) Only after a member has used all his sick hours, shall he be eligible for the additional sick hours from the Sick Bank and only if approved by the above Administrative Board.

**6. Sick Leave Buy Back.**

**SECTION 1.** Any employee, upon retirement or who dies while in Town service, who has accumulated sick leave in excess of four- hundred eighty (480) hours shall receive eight (8) hours compensation for every twenty-four (24) hours he has accumulated beyond four hundred eighty (480) hours.

**ARTICLE XIV**  
**BEREAVEMENT LEAVE**

In the event of a death in an employee's immediate family the Town will grant up to four (4) calendar days leave without loss of pay starting with the day of the death. For the purposes of this provision immediate family shall mean: wife, husband, mother, father, child and brother or sister.

An employee will be granted up to two (2) calendar days leave without loss of pay in the event of a death of a brother-in-law, sister-in-law, mother-in-law, father-in-law or grandparents.

The purpose of bereavement leave is to allow the employee time to make funeral arrangements or attend a funeral or both.

An employee will be paid bereavement leave only for days on which he or she would ordinarily have been scheduled to work.

**ARTICLE XV**  
**LEAVE**

- 1) Jury Leave. All full-time employees and all regular part-time employees who average twenty (20) hours per week, for the previous six (6) months, required to serve on a jury and thus having to be absent from regular duty will, on approved application, be paid the difference between the compensation received from jury duty and his regular compensation from the Town, upon proper evidence of jury pay granted.
- 2) Military Leave. A full-time employee in the military reserve shall be paid the difference between the compensation received while on reserve duty and his or her regular compensation rates paid to the employee by the Town. Such payment by the Town shall be limited to a period not to exceed two (2) weeks in any fiscal year and shall not include payment to members of the National Guard, who may be mobilized

during an emergency. Such leave shall not be charged to the employee's vacation provisions under this Plan.

- 3) Other Leave. The Town Manager may at its discretion, grant an employee who has completed the probationary period of employment a formal leave of absence without pay for medical or other good and sufficient reasons. An employee seeking a leave of absence shall submit a written request to the Town Manager explaining the reasons why a leave is requested and how long a leave the employee is requesting. Such written request shall, except in case of emergency, be submitted to the Town Manager at least four (4) weeks prior to the date on which the employee wishes to start the leave.

The Town Manager shall have discretion as to whether to approve a request for a leave of absence, and as to the duration of any leave approved; and its decision shall not be subject to review by an arbitrator under this Agreement.

An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than a leave for military service, shall not accrue seniority or other benefits for the period of the leave. An employee on approved leave can continue group medical coverage by paying the full premium cost monthly in advance.

Absence for personal reasons, approved by the Town Manager, may be charged to vacation leave upon application by the employee or be taken without pay. Such absences, however, may not be charged to vacation leave beyond which the employee has earned at the time of the request for leave.

In the event of a conflict between this Article and the provisions of the FMLA, its regulations and the Town's FMLA policy, the latter will control.

#### **ARTICLE XVI** **PERSONAL DAYS**

All regular full-time employees, after probation shall be allowed two (2) personal days per year, provided the employee does not need to be replaced, for the purpose of transacting important business of a personal nature which is impossible to transact during normal working hours. Request for personal leave must be made to the Director at least two (2) days in advance, except in the case of emergencies. Personal Days may be taken in half day (1/2) segments. Regular part-time employees will receive personal leave on a pro-rated basis. For example, an employee working half-time will receive one personal day.

#### **ARTICLE XVII** **GRIEVANCE PROCEDURE**

The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Department of Public Works for prompt and equitable disposition of any grievance at the lowest organization level possible under procedures of maximum informality and flexibility. All grievances as defined below shall be processed in accordance with the following procedure:

- 1) Grievance Defined. A grievance shall be defined as a dispute or controversy between the Union or an employee, other than a probationary employee, and the Town over a specific provision of this Agreement.
- 2) Grievance Steps.

Step 1. The employee, with or without the Shop Steward, may take up a grievance with the Director in an attempt to resolve the grievance. This step shall be informal and confidential at all times.

Step 2. If no agreement is reached in Step 1, the grievance may be presented in writing to the Director within five (5) working days of the occurrence of the event giving rise to the grievance. The grievance shall contain:

- a. Name and classification of the employee
- b. Nature of the grievance and contract provision
- c. Steps taken to resolve the grievance informally
- d. Requested remedy
- e. Signature of the employee or employees involved. The Director shall have five (5) working days to act on the grievance and his answer shall be in writing. During this five (5) day period, the Director or his designated representative may meet again with the Shop Steward or a representative of the Union to discuss and try to resolve the grievance.

Step 3. If the employee or Union are not satisfied with the answer given in Step 2, the grievance may be submitted to the Town Manager within five (5) working days after an answer in Step 2, who shall consider it as soon as possible but not later than ten (10) working days after receipt of the grievance. The Town Manager shall give its reply in writing within ten (10) working days

3) If the grievance is not resolved by the answer of the Town Manager, as provided above, the Union may within fifteen (15) days after receipt of such answer, upon written notice given to the Town Manager, submit the grievance to arbitration in accordance with the voluntary rules of the American arbitration Association, or Labor Relations Connection. No dispute or controversy shall be a subject for arbitration unless it involves a dispute or controversy between the parties over a specific provision of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings and shall be governed by the following:

- a) Any disciplinary action or measure imposed upon an employee, other than probationary employees, may be processed as a grievance by the employee.
- b) In the event of arbitration, the decision of the Arbitrator shall be final and binding upon the parties hereto except for review and confirmation as provided by Chapter 150C of the General Laws.
- c) The expense of the Arbitrator's services and the proceedings shall be borne equally by the parties except that the Union shall pay the full cost of any administrative filing fee.

- d) The Arbitrator shall be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations promulgated pursuant thereto.
  - e) The Arbitrator shall be without power to add to or subtract from the terms of this Agreement.
  - f) The Arbitrator shall be without power or authority to render an award or decision concerning any matter that is excluded from arbitration under the terms of this agreement; exceeds the issues submitted for resolution; and/or requires the Town to act in a manner which conflicts with its management responsibilities as established by Massachusetts appellate court decisions.
- 3) Time Limits. If the time limits herein are not complied with by the employee or the Union, the grievance shall be considered dropped and further action waived, but both parties by written agreement may extend the time limits.

### **ARTICLE XVIII** **EDUCATIONAL TUITION REIMBURSEMENT**

A full-time employee, after probation, may submit a written request to the Personnel Department and the Town Manager for approval prior to their registering for a course. Upon approval, an employee who takes a high school, college, or special training course for the purpose of improving his/her education and which is related to the employees job, shall be eligible for tuition reimbursement by the Town upon successful completion of the course under the following conditions:

- a) Total reimbursement for all full-time Town employees, in any one year shall be limited to two thousand dollars (\$2,000) provided no employee may receive more than \$500 each fiscal year.
- b) Such courses must be taken during off-duty times and all employees agree that they shall make every effort to obtain Federal and/or State funding for their attendance at such classes if such money is available.
- c) To avoid any issue as to whether a particular course or program qualifies for tuition reimbursement, employees must submit a description of the course or program to the Town Manager for advance approval.

“Successful completion” shall be defined as a grade 70 (C-) or better for purposes of this Article.

### **ARTICLE XIX** **JOB POSTING AND BIDDING**

**SECTION 1.** When the Town decides to fill a promotional vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the Department in which it exists. The notice of vacancy shall set forth the pay, duties and minimum requirements for the position as determined by the Town, including any necessary licenses or examination. The notice of vacancy shall remain posted for seven (7) days and employees within the Department, who have completed their probationary period, may apply to the Director and Personnel Department in writing within the posting period if interested in the position.

**SECTION 2.** The Director's selection shall be made on the basis of qualifications, ability and dependability and where such factors are relatively equal, seniority shall be the determining factor. If no applicant is qualified and if no probationary employee is qualified, the Director may fill the position from outside the bargaining unit. The Director shall be the sole judge of qualifications, ability and dependability, provided that such judgement is not exercised arbitrarily or capriciously. Any dispute hereunder shall be subject to the grievance and arbitration provisions of this Agreement except that any employee junior to the employee selected shall not have access to the grievance and arbitration procedure.

**ARTICLE XX**  
**STRIKES AND SLOWDOWNS PROHIBITED**

The Union agrees that during the term of this Agreement, neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any: (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignation, (5) picketing, which would involve suspension of or interference with the normal work of the department or other Town departments, or (6) any similar action which would involve suspension of or interference with the normal work of the Department or other Town departments.

In the event that Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

**ARTICLE XXI**  
**LONGEVITY**

**SECTION 1.** Any employee who has served the requisite number of full-time years of service as set forth below shall be compensated for longevity pay as follows:

- a) After five (5) continuous full-time years of service, two hundred seventy-five dollars (275.00)
- b) After ten (10) continuous full-time years service, three hundred fifty dollars (\$350.00)
- c) After fifteen (15) continuous full-time years of service, four hundred twenty-five dollars, (\$425.00)
- d) After twenty (20) continuous full-time years of service, five hundred dollars (\$500.00)
- e) After twenty-five (25) continuous full-time years of service, one thousand one hundred dollars, (\$1,100.00)
- f) Part-time employees shall be credited on a pro-rated basis toward eligibility for longevity payments.

**SECTION 2.** Payment of the amounts set forth in Section 1 shall be made during the month of July each year for employees who are eligible during the fiscal year preceding such date.



Commencing in fiscal year 2003, employees eligible for a longevity payment will be paid in the pay period following their anniversary date of employment. In addition, in fiscal year 2003 only, employees eligible for longevity will receive a payment in July 2002 to compensate for the preceding fiscal year, i.e., fiscal year 2002.

Longevity shall not be included in the employee's base salary for the purposes of determining rate of overtime pay or holiday pay.

**SECTION 3.** Longevity pay shall not be included in the employee's base salary for the purposes of determining percentage differentials, rate of overtime pay, holiday pay, or for retirement purposes.

### **ARTICLE XXII** **EMPLOYEE TRANSFER**

Employees working temporarily in a higher rated job, by assignment of the Director, shall after one (1) consecutive workdays in the higher rated job be paid at the higher rate, retroactive to the first day of the assignment.

The higher rate will be paid after completing one full workday in the assignment with payment to be at that Step that provides a minimum increase of \$.50 per hour.

### **ARTICLE XXIII** **UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear protective devices, such as earplugs, safety goggles, rain gear, rain boots, and hard hats, such protective devices shall be furnished by the Town.

The Town will reimburse employees for the purchase of safety shoes up to a maximum amount of two hundred fifty dollars (\$250) per year. The Town requires steeled-toed safety shoes.

The Town, after ninety (90) days of employment shall provide uniform services with jackets for the employees covered by this Agreement and such uniforms will be worn by the employees when they are working for the Town.

### **ARTICLE XXIV** **SAFETY COMMITTEE**

The Union shall establish a Safety Committee of not more than two (2) members. The Committee shall meet with the Director or his designated representative, for a mutual exchange of opinions, ideas, and discussions concerning the safety and health conditions of the Department. Such meetings shall take place periodically but at least once over every two (2) months if requested by the Union or the Director.

**ARTICLE XXV**  
**MISCELLANEOUS**

**SECTION 1.** In any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

**SECTION 2.** No monies shall be expended under this Agreement unless and until an appropriation has been made thereof.

**SECTION 3.** In the event of a conflict between any provision of this Agreement and any personnel ordinance, by-laws, rule or regulation, the terms of the collective bargaining Agreement shall prevail.

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

**SECTION 5.** Any violation of the provisions of this Agreement or any amendments thereto occurring on or before its execution date shall not be a subject of grievance or arbitration.

**ARTICLE XXVI**  
**STABILITY OF AGREEMENT**

**SECTION 1.** This Agreement contains a complete agreement of the parties; no agreement, understanding, alternation or variations of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**SECTION 2.** The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

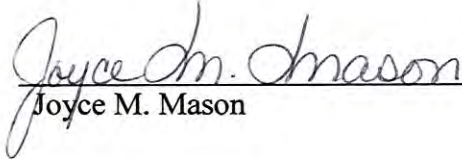
**ARTICLE XXVII**  
**DURATION**

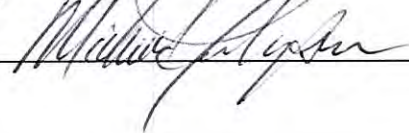
This Agreement shall be effective as of July 1, 2007 and represents the entire Agreement of the parties relative to mandatory subjects of collective bargaining. This Agreement shall continue in full force and effect through June 30, 2010, and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) days prior to the expiration of the above state period or any subsequent year of the Agreement.

In witness whereof, the parties to this contract have caused these presents to be executed by their agents hereunto duly authorized as of this \_\_\_\_ day of \_\_\_\_\_ 2008.

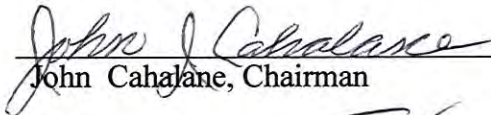
**TOWN OF MASHPEE  
BY ITS TOWN MANAGER**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION, LOCAL  
888 AFL-CIO  
BY ITS AUTHORIZED  
REPRESENTATIVES**

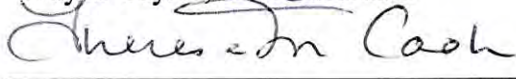
  
\_\_\_\_\_  
Joyce M. Mason

 *SEIU 888 President*  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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Ratified by its Board of Selectmen

  
\_\_\_\_\_  
John Cahalane, Chairman

  
\_\_\_\_\_  
Wayne Taylor, Vice Chairman

  
\_\_\_\_\_  
Theresa M. Cook, Clerk

\_\_\_\_\_  
George F. Green, Jr.

\_\_\_\_\_  
Don D. Myers

APPENDIX A

DPW UNIT  
SALARY SCHEDULE

|                                     | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 (15th yr) |
|-------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------------------|
| <b>DPW Effective 11/1/07 3%</b>     |        |        |        |        |        |        |        |        |        |         |                   |
| Supervisor                          | 22.31  | 22.98  | 23.67  | 24.38  | 25.11  | 25.85  | 26.64  | 27.43  | 28.24  | 29.10   | 29.97             |
| Building Foreman                    | 19.79  | 20.67  | 21.61  | 22.55  | 23.45  | 23.93  | 24.41  | 24.88  | 25.64  | 26.40   | 27.18             |
| Working Foreman                     | 18.55  | 19.28  | 20.02  | 20.86  | 21.63  | 22.07  | 22.53  | 22.96  | 23.65  | 24.37   | 25.11             |
| Heavy Equipment Operator            | 18.14  | 18.84  | 19.54  | 20.35  | 21.15  | 21.58  | 22.02  | 22.47  | 23.15  | 23.85   | 24.58             |
| Mechanic                            | 16.21  | 16.91  | 17.55  | 18.23  | 18.95  | 19.34  | 19.71  | 20.09  | 20.70  | 21.32   | 21.96             |
| Truck Driver                        | 14.90  | 15.49  | 16.10  | 16.72  | 17.39  | 17.73  | 18.09  | 18.43  | 18.98  | 19.55   | 20.14             |
| Public Works Maintainer I           | 14.30  | 14.88  | 15.45  | 16.07  | 16.67  | 17.02  | 17.36  | 17.69  | 18.22  | 18.77   | 19.33             |
| Custodian *plus \$1.00 differential | 14.30  | 14.88  | 15.45  | 16.07  | 16.67  | 17.02  | 17.36  | 17.69  | 18.22  | 18.77   | 19.33             |
| <b>DPW Effective 7/1/08 2%</b>      |        |        |        |        |        |        |        |        |        |         |                   |
| Supervisor                          | 22.76  | 23.44  | 24.14  | 24.87  | 25.61  | 26.37  | 27.17  | 27.98  | 28.80  | 29.68   | 30.57             |
| Building Foreman                    | 20.19  | 21.08  | 22.04  | 23.00  | 23.92  | 24.41  | 24.90  | 25.38  | 26.15  | 26.93   | 27.72             |
| Working Foreman                     | 18.92  | 19.67  | 20.42  | 21.28  | 22.06  | 22.51  | 22.98  | 23.42  | 24.12  | 24.86   | 25.61             |
| Heavy Equipment Operator            | 18.50  | 19.22  | 19.93  | 20.76  | 21.57  | 22.01  | 22.46  | 22.92  | 23.61  | 24.33   | 25.07             |
| Mechanic                            | 16.53  | 17.25  | 17.90  | 18.59  | 19.33  | 19.73  | 20.10  | 20.49  | 21.11  | 21.75   | 22.40             |
| Truck Driver                        | 15.20  | 15.80  | 16.42  | 17.05  | 17.74  | 18.08  | 18.45  | 18.80  | 19.36  | 19.94   | 20.54             |
| Public Works Maintainer I           | 14.59  | 15.18  | 15.76  | 16.39  | 17.00  | 17.36  | 17.71  | 18.04  | 18.58  | 19.15   | 19.72             |
| Custodian *plus \$1.00 differential | 14.59  | 15.18  | 15.76  | 16.39  | 17.00  | 17.36  | 17.71  | 18.04  | 18.58  | 19.15   | 19.72             |
| <b>DPW Effective 1/1/09 1%</b>      |        |        |        |        |        |        |        |        |        |         |                   |
| Supervisor                          | 22.99  | 23.67  | 24.38  | 25.12  | 25.87  | 26.63  | 27.44  | 28.26  | 29.09  | 29.98   | 30.88             |
| Building Foreman                    | 20.39  | 21.29  | 22.26  | 23.23  | 24.16  | 24.65  | 25.15  | 25.63  | 26.41  | 27.20   | 28.00             |
| Working Foreman                     | 19.11  | 19.87  | 20.62  | 21.49  | 22.28  | 22.74  | 23.21  | 23.65  | 24.36  | 25.11   | 25.87             |
| Heavy Equipment Operator            | 18.69  | 19.41  | 20.13  | 20.97  | 21.79  | 22.23  | 22.68  | 23.15  | 23.85  | 24.57   | 25.32             |
| Mechanic                            | 16.70  | 17.42  | 18.08  | 18.78  | 19.52  | 19.93  | 20.30  | 20.69  | 21.32  | 21.97   | 22.62             |
| Truck Driver                        | 15.35  | 15.96  | 16.58  | 17.22  | 17.92  | 18.26  | 18.63  | 18.99  | 19.55  | 20.14   | 20.75             |
| Public Works Maintainer I           | 14.74  | 15.33  | 15.92  | 16.55  | 17.17  | 17.53  | 17.89  | 18.22  | 18.77  | 19.34   | 19.92             |
| Custodian *plus \$1.00 differential | 14.74  | 15.33  | 15.92  | 16.55  | 17.17  | 17.53  | 17.89  | 18.22  | 18.77  | 19.34   | 19.92             |
| <b>DPW Effective 7/1/09 2%</b>      |        |        |        |        |        |        |        |        |        |         |                   |
| Supervisor                          | 23.45  | 24.14  | 24.87  | 25.62  | 26.39  | 27.16  | 27.99  | 28.83  | 29.67  | 30.58   | 31.50             |
| Building Foreman                    | 20.80  | 21.72  | 22.71  | 23.69  | 24.64  | 25.14  | 25.65  | 26.14  | 26.94  | 27.74   | 28.56             |
| Working Foreman                     | 19.49  | 20.27  | 21.03  | 21.92  | 22.73  | 23.19  | 23.67  | 24.12  | 24.85  | 25.61   | 26.39             |
| Heavy Equipment Operator            | 19.06  | 19.80  | 20.53  | 21.39  | 22.23  | 22.67  | 23.13  | 23.61  | 24.33  | 25.06   | 25.83             |
| Mechanic                            | 17.03  | 17.77  | 18.44  | 19.16  | 19.91  | 20.33  | 20.71  | 21.10  | 21.75  | 22.41   | 23.07             |
| Truck Driver                        | 15.66  | 16.28  | 16.91  | 17.56  | 18.28  | 18.63  | 19.00  | 19.37  | 19.94  | 20.54   | 21.17             |
| Public Works Maintainer I           | 15.03  | 15.64  | 16.24  | 16.88  | 17.51  | 17.88  | 18.25  | 18.58  | 19.15  | 19.73   | 20.32             |
| Custodian *plus \$1.00 differential | 15.03  | 15.64  | 16.24  | 16.88  | 17.51  | 17.88  | 18.25  | 18.58  | 19.15  | 19.73   | 20.32             |

DPW UNIT  
SALARY SCHEDULE

|                                     | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 | Step 11 (15th yr) |
|-------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------------------|
| <b>DPW Effective 1/1/10 1%</b>      |        |        |        |        |        |        |        |        |        |         |                   |
| Supervisor                          | 23.68  | 24.38  | 25.12  | 25.88  | 26.65  | 27.43  | 28.27  | 29.12  | 29.97  | 30.89   | 31.82             |
| Building Foreman                    | 21.01  | 21.94  | 22.94  | 23.93  | 24.89  | 25.39  | 25.91  | 26.40  | 27.21  | 28.02   | 28.85             |
| Working Foreman                     | 19.68  | 20.47  | 21.24  | 22.14  | 22.96  | 23.42  | 23.91  | 24.36  | 25.10  | 25.87   | 26.65             |
| Heavy Equipment Operator            | 19.25  | 20.00  | 20.74  | 21.60  | 22.45  | 22.90  | 23.36  | 23.85  | 24.57  | 25.31   | 26.09             |
| Mechanic                            | 17.20  | 17.95  | 18.62  | 19.35  | 20.11  | 20.53  | 20.92  | 21.31  | 21.97  | 22.63   | 23.30             |
| Truck Driver                        | 15.82  | 16.44  | 17.08  | 17.74  | 18.46  | 18.82  | 19.19  | 19.56  | 20.14  | 20.75   | 21.38             |
| Public Works Maintainer I           | 15.18  | 15.80  | 16.40  | 17.05  | 17.69  | 18.06  | 18.43  | 18.77  | 19.34  | 19.93   | 20.52             |
| Custodian *plus \$1.00 differential | 15.18  | 15.80  | 16.40  | 17.05  | 17.69  | 18.06  | 18.43  | 18.77  | 19.34  | 19.93   | 20.52             |