A G R E E M E N T
BETWEEN
TOWN OF PEMBROKE, MASSACHUSETTS
AND
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 93, LOCAL 1700
(PUBLIC WORKS)

July 1, 2017 through June 30, 2020

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the Acts of 1964, as amended, entitled "An Act provided for the Election of Representatives" this Agreement is made and entered into this first day of July 1981 to become effective as of midnight except as otherwise so provided herein by and between the Town of Pembroke and the American Federation of State, County and Municipal Employees AFL-CIO, Council 93, Local 1700, hereinafter called the Union.

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1965 and by further amendment to pass a law in which they recognize that the Municipal Employees have a statutory right to bargain collectively with the Town**,** by the Pembroke Board of Selectmen, it is the intention of this Agreement to maintain an harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Highway, Water Cemetery/Commons and Tree Departments and the Custodian job classification. (For the purposes of this Agreement Cemetery/ Commons and Tree are considered one department.) The Highway, Water, Cemetery/Commons and Tree Departments will report to the Director of the Department of Public Works; the Custodian job classification will report to the Town Administrator.

The Town recognizes that the DPW Commissioners have no role or authorization in the Bargaining Agreement between the Town and the Union pertaining to bargaining, relative to wages, hours, conditions of employment, discipline, personnel issues, etc., or anything that would conflict with an express and specific condition of this agreement.

In addition, all contractually negotiated items are subject to funding by the Town Meeting of the Town of Pembroke.

The D.P.W. Director and the Assistant Director shall have the responsibility for carrying out the terms of this Agreement pertaining to the Public Works Employees. The Town Administrator shall have the responsibility for carrying out the terms of this Agreement pertaining to the Custodians.

ARTICLE I
RECOGNITION AND UNION SECURITY

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all full time regular employees of the Highway, Water, Cemetery/Commons, Tree Departments and the Custodian classification.

The Union recognizes the Pembroke Board of Selectmen as the sole and exclusive representative of the town for the purpose of collective bargaining relative to wages, hours and other conditions of employment.

The Town shall reserve the right to have present during bargaining sessions members of the Board of Selectmen, the Town Administrator and an attorney which shall be limited to the above.

The Union shall reserve the right to have present during bargaining sessions three (3) bargaining unit members, the Union Steward, the Staff Representative and an attorney which shall be limited to the above.

Part-year employees who, during any fiscal year covered by this Agreement, are employed for a minimum of forty (40) hours in each of at least twenty-six (26) weeks (not necessarily consecutive) shall be entitled to receive the appropriate hourly wage rate set forth herein for all hours worked in that fiscal year and shall be entitled to the fringe benefits herein pro-rated on the basis of the number of forty (40) hour weeks worked divided by fifty-two (52). The difference, if any, between wages paid under the Town By-law and the benefits granted by this paragraph shall be retroactively provided a part-year employee upon his or her initial qualification for the same by completion of the minimal amount of employment above. Following initial qualification, an employee shall not be required to re-qualify (await retroactive payment) in subsequent fiscal years provided always the minimal amount of employment had been attained in the fiscal year before that in question.

The Town will not bid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the employer retains all statutory, customary and usual rights, powers, functions and authority of an employer to manage and direct its working forces including the right to make reasonable rules to assure orderly and effective work, the right to hire, transfer, assign and retain employees and to relieve employees from duties because of lack of work, consolidations of positions, or for the other legitimate reasons, to maintain the efficiency of its operations, to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the work of the employer for the public benefit so long as such action does not directly conflict with an express and specific provision of this Agreement or derogate from its non-delegable statutory responsibilities.

ARTICLE II ï A
SUBCONTRACTING

The Town agrees that all work ordinarily and customarily performed by its own employees will not be contracted out if such contracting would result in the direct lay-off of its workforces or in a reduction of their work week. The Town also agrees to continue its present policy of utilizing employees of the Town to the fullest extent practicable before outside contractors are hired.

ARTICLE III
UNION DUES DEDUCTION, SECURITY AND AGENCY SERVICE FEE

The Town agrees to deduct from the pay of all employees covered by this Agreement, the dues and assessments of the Union having jurisdiction over such employees who submit dues authorization forms furnished by the Union and agrees to remit same to said Union prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week the deduction is made, the employee must make arrangements with the Union to pay such dues in advance. The provisions of General Laws, c.180, sec. 17A as amended apply.

Agency Service Fee: Any person who is hired is not required to join the Union. However, if this person is hired, he/she, enjoying the benefits of the bargaining unit, must be assessed an agency service fee which will be equal to the Union dues paid by the members of the bargaining unit.

This amount of the agency service fee shall be deducted from the employee's gross pay every week and shall be transmitted to the Union.

In consideration of the Town's entering into this Collective Bargaining Agreement, which agreement includes a dues deduction and agency service fee provision, the Union hereby agrees to indemnify the said Town and hold it harmless from any and all claims, demands, suits or other liabilities or costs to the Town which arise out of, or by reason of, entering into or enforcement of said provision or which arise out of any payroll deduction of dues and agency service fees or any other action of the Town for the purposes of complying with this Article.

The employer agrees to deduct from wages of an employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer and the union. The employer agrees to remit, once each month, any deductions made pursuant to this provision to the agent or address provided by the union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period by the remittance. This provision is subject to the union agreeing to indemnify and hold the Town harmless for any claims arising out of or related to these payroll deductions in the same manner and on the same terms as the union agrees to indemnify and hold the Town harmless for claims arising from deductions for union dues and agency service fees as stated in this Article.

ARTICLE IV
ACCESS TO PREMISES AND UNION ACTIVITIES

Authorized agents for the Union shall have access to Town records relating to the departments during normal working hours of the Town Hall staff as long as such access is not disruptive of normal Town business. Specifically, the Union may have access to Local 1700 personnel payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town will make normal records available within seven (7) working days of the Union's written request.

Time off without loss of pay or time shall be granted to up to three (3) bargaining unit members and the Union Steward for the purpose of a negotiating committee attending negotiation sessions with the Town Administrator/Board of Selectmen. Prior to the first scheduled negotiating session, the Union shall furnish the Town Administrator and the DPW Director with a list of the members of the Union committee.

The Town agrees to continue the practice of permitting the Union to use the facilities of the Employer for the transaction of Union business during working hours which have been used in the past for such purpose and to have use of the employerôs facilities during off duty hours for union meetings which have been used in the past subject to availability.

ARTICLE V
CONVENTIONS

One (1) duly elected delegate or an alternate, not to exceed one (1), is allowed to attend the meetings of State or National Bodies without loss of pay and not to exceed two (2) days per year.

ARTICLE VI
CLOTHING ALLOWANCE AND EQUIPMENT

All regular full time employees covered by this Agreement shall be granted a $100.00 increase, bringing the Clothing Allowance to a total of eight hundred and fifty dollars ($850.00) except for the Custodians who shall be granted a Clothing Allowance of six hundred and twenty five dollars ($625.00); custodians must wear the uniform as stated in this provision. Clothing is to be a standardized uniform of either a blue shirt, blue jacket and blue work pants with a Town of Pembroke patch on the jacket and shirt, safety green class 2 shirt, vest, sweatshirt and jacket. The members of the bargaining unit acknowledge receipt of the Town Accountantôs memo dated January 23, 1998, regarding tax regulations pertaining to clothing allowance.

The Town agrees to provide any required protective clothing for its employees such as foul weather gear, gloves, safety glasses, etc. On July 1, 2017 each employee will receive four hundred and fifty dollars ($450.00) each year towards footwear.

Effective July 1, 2017, the Town and Union shall comply with IRS requirements, such that employees shall be reimbursed for all clothing or footwear purchased under this provision upon submission of a receipt for each item purchased.

ARTICLE VII
GRIEVANCE

Grievances arising out of matters covered by this Agreement will be processed in the following manner:

Section 1. An employee having a grievance must take up the grievance with his **DPW Director** within seven (7) scheduled working days after the occurrence of the alleged event (or after it is reasonable to assume that the aggrieved became aware of the event). The **DPW Director** shall give his decision within seven (7) working days in writing.

Section 2. If the employee is not satisfied with the decision of the **DPW Director** he may appeal, in writing, to the Board of Selectmen within seven (7) working days. The Board shall render its decision in writing within fourteen (14) working days (from date of receipt by registered letter), or other suitable means.

Section 2A. Grievances shall be heard in Executive Session unless the individual employee(s) involved request that the hearing be held in public session.

Section 3. If the decision of the Board of Selectmen, is not acceptable the aggrieved may appeal to the Labor Relations Connection within (21) working days for a decision. The decision of the Arbitrator shall be final and binding on both parties to this agreement.

Section 4. In the event an arbitration hearing is scheduled during working hours the employees attending the hearing will suffer no loss of wages. The Union will limit the number of employees at an arbitration hearing to the aggrieved party, the Union Steward or another suitable witness.

Section 5. Grievances must be put in motion within the above time limits or will be considered null and void.

Section 6. The employee, when discussing his grievance with management, may be accompanied by an official of the Local Union.

Section 7. The above time limits may be extended as mutually agreed upon in writing.

Section 8. The cost of arbitration whether itôs the American Arbitration Association or the Labor Relations Connection shall be borne equally by the Employer and the Union.

Section 9. In choosing an arbitrator, the American Arbitration Association or the Labor Relations Connection will be requested to render a list of five (5) arbitrators. If the parties cannot agree on an arbitrator, they shall each strike one from the list until only one (1) arbitrator is left. The remaining name on the list shall be the arbitrator.

Section 10. The arbitrator shall make no decision: (a) which alters, amends, adds to or detracts from the language of this Agreement; (b) which recommends a right of relief for any period of time prior to the effective date of this Agreement; (c) which modifies or abridges in any way the rights of the Town or the **DPW Director**.

Section 11. Either party retains its right to institute proceedings granted under c.150C of the General Laws.

ARTICLE VIII
STEWARDS

The Town recognizes the right of the Union to designate a Steward from the list of its regular union employees. The authority of the Steward so designated by the Union shall be, but not limited to:

1. The investigation and presentation of the grievance in accordance with provisions of the collective bargaining agreement.

2. The transmission of such messages and information which originate with and are authorized by the local union or its officers, provided such messages and information have been reduced to writing, of if not reduced to writing are of a routine nature.

3. In the case of grievances, personnel issues, orientation of new employees, bargaining, arbitration, etc., the Union Steward shall be granted time off without loss of pay or time during working hours to investigate and settle grievances, to attend bargaining sessions, to resolve bargaining issues, to attend arbitration hearings, to resolve personnel issues, orientation of new employees and to meet with the DPW Director, Town Administrator or the Board of Selectmen.

ARTICLE IX
DISCRIMINATION AND COERCION

There shall be no discrimination by management against any employee because of his activity or membership in the union. The employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement or his refusal to comply with any order which would violate this Agreement.

ARTICLE X
BEREAVEMENT

Section 1. In the event of a death occurring in the immediate family of an employee, such employee shall be entitled to receive bereavement leave without loss of pay for the purpose of attending funeral services, arranging for burial, and attending to family affairs. It is understood these bereavement days must be days upon which the employee is regularly scheduled to work.

Section 2. Any employee who suffers the loss through death of his father, mother, sister, brother, wife, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-parents, step brothers and sisters, step children, sons-in-law, daughters-in-law, and grandchildren shall be granted a leave of absence not to exceed five (5) days on any one occasion to attend the funeral or any other business related thereto for which the employee shall be paid said time not in excess of eight (8) hours per day at his regular rate. Two (2) days shall be granted for grandparents. One (1) day per year shall be granted for an Aunt, Uncle or Ex-spouse.

Section 3. In cases where funeral arrangements are delayed or are out of state, the **DPW Director** may, in his discretion, provide for such additional leave without loss of pay up to a maximum of five (5) days provided such leave is necessary for the employee's attendance at the funeral.

Section 4. After ten (10) days in a year, each day in excess of ten (10) days will be deducted from accumulated sick leave.

Section 5. In the event an employee requires leave for a death in his family not covered by this article, the **DPW Director** may, at his discretion and with the employee's approval, grant such leave as is necessary and deduct such time used from any personal days granted, or if in excess

of personal days allowed, may be deducted from sick leave or vacation leave due to the employee.

ARTICLE XI
OVERTIME

Section 1. The Town and the Union agree that overtime is all assigned authorized or approved service performed by an employee in his/her regular department outside of an employee's regularly scheduled shift, including service on an employee's scheduled day off or during his vacation and service performed either prior to the scheduled starting time or subsequent to the scheduled quitting time of his regular schedule.

Section 2. Rate of pay: time and one half rate shall be paid for all work done in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any week, with the exception of overtime described in Section 13 below. When an employee is asked to work beyond normal quitting time he will be paid a minimum of one-half hour. The time and one half rate is to include longevity pursuant to the FLSA (Fair Labor Standards Act). With the exception of snow removal, all overtime worked on a Sunday shall be paid at the rate of double the employee's regular rate of pay.

Section 3. Said overtime pay shall be included in the employee's payroll check for the week in which the overtime pay was earned.

Section 4. All assignments for overtime or extra shifts will be made by the **DPW Director** or his designee.

Section 5. Employees will be allowed to accept compensatory time off in lieu of monetary compensation for overtime service. Effective July 1, 2015, employees shall not accrue more than one hundred and sixty (160) hours of compensatory time.

Section 6. Posted scheduled work shifts and day off schedules of individual employees or groups of employees will not be changed, altered or modified for the purpose of avoiding the payment of overtime.

Section 7. Preference shall be given to full time regular employees for all overtime, except in the case of an emergency. No one outside the Bargaining Unit shall perform work normally done by employees within the Bargaining Unit for the purpose of avoiding the payment of overtime.

Section 8. An employee called back in his normal classification to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one half for all hours worked with a minimum of four (4) hours pay, with the exception of snow removal which shall be a minimum of five (5) hours pay. Snow removal and sanding commenced during the normal work shift will be compensated at time and one- half for the time beyond the normal work shift.

All Foremen who receive calls after 3:30 pm or on scheduled days off including weekends shall be compensated one hour of compensation time for each call answered, provided that, if the Foreman's accrued compensatory time is already at the maximum limit, the Foreman shall be

allowed to exceed that maximum limit but will be required to use such compensatory time within one week of when the accrued time appears on payroll, per the current practice.

Section 9. Except for emergencies overtime shall be distributed among employees from a rotating list within the job category (job category is defined as classification) in each area who ordinarily perform such related work in the normal course of their work week. A list shall be established and a number assigned to each employee within a classification, who shall be called for overtime in numerical order. If an employee is unavailable or cannot report for work he goes to the bottom of the rotating list. An employee who is on a vacation day shall remain in the Overtime Rotation and not be excluded from the right to accept or refuse any overtime. An employee on a sick day will be excluded from the Overtime Rotation until 12:01 a.m. (the start of a new day). When in the case of extreme emergencies it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when their workload lessens.

As outlined in the Bargaining Agreement, overtime is not mandatory.

Any employee that is on injured leave (workmenôs compensation) will not be eligible to be in any of the overtime rotation lists. Employees on modified restricted/light duty are not eligible to be in the overtime rotation.

In the case of weather or other emergencies, the Custodian may be offered overtime work in the D.P.W. The Custodian classification will be permanently placed on the bottom of the overtime rotation lists and will not be involved in the rotation process. Any overtime offered to the Custodian, shall be subject to approval of the Town Administrator. Custodian overtime work may only be performed by employees in the Custodian job classification.

Section 10. The employer shall keep records of overtime work.

Section 11. All employees are required to work scheduled overtime as long as they are properly notified. In order to be properly notified the **DPW Director** must notify the individual required to work at least 48 hours in advance of the scheduled overtime. The individual will be considered notified if the **DPW Director** posts the individual's name in a conspicuous place, usually the department bulletin board. ***Any overtime that an employee is scheduled to work that the employer cancels, if the employee is not notified four (4) hours prior to the start time in regard to the cancellation, the employee will receive four (4) hour minimum.*** When proper notice of forty eight (48) hoursô notice is given as outlined in Section 11 and the overtime rotation within the division affected is exhausted as well as the overall rotation, the least senior employee/employees within the Division affected with the appropriate qualifications and licenses, if required, shall be required to work said overtime. When personnel are needed to assist another division and the overall rotation list is exhausted, the least senior employee/employees shall be required to work said overtime as outlined in Section 11.

In the event that personnel are needed beyond the end of the work shift due to emergency conditions, and the overtime rotation within the Division affected is exhausted, as well as the overall overtime rotation, the least senior employee/employees within the Division affected with the appropriate qualifications and licenses, if required, shall be required to work said overtime. When personnel are needed to assist another Division and the overall overtime rotation list is

exhausted, the least senior employee/employees shall be required to work said overtime.

Section 12. Any scheduled overtime that takes place on a Saturday shall be at the rate of time and one half for all hours worked with a minimum of four (4) hours pay. With the exception of snow removal, all overtime worked on a Sunday shall be paid at the rate of double the employee's regular rate of pay.

Section 13. On those rare occasions when it is necessary, because of emergency conditions, to require overtime either on Labor Day, Thanksgiving, Christmas Eve/Christmas Day, New Year's Eve/New Year's Day, Easter Sunday, or July 4th (Independence Day), the employee will be paid double time and a half for all overtime hours worked subject to a four (4) hour minimum. This overtime pay is in addition to the individual's normal holiday pay ... if appropriate.
For the purposes of this section Labor Day**,** Thanksgiving, Christmas Eve/Christmas Day, New Year's Eve/New Year's Day, Easter Sunday, and July 4th (Independence Day) are defined as the following:

Labor Day	12:01 A.M. to 12:00 Midnight
Thanksgiving	12:01 A.M. to 12:00 Midnight
New Year's Eve	3:30 P.M. to 12:00 Midnight*
Christmas Eve	3:30 P.M. to 12:00 Midnight*
New Year's Day	12:01 A.M. to 12:00 Midnight
Easter Sunday	12:01 A.M. to 12:00 Midnight
Christmas Day	12:01 A.M. to 12:00 Midnight
July 4th (Independence Day)	12:01 A.M. to 12:00 Midnight

*If Christmas and/or New Yearôs Eve falls on a Saturday or Sunday, the time period shall run from 12 noon to 12:00 midnight.

Any employee required to work a shift on any other holiday not listed above but listed in Article XV shall be paid at the rate of double time and one-half for a minimum of four (4) hours, which shall be in addition to any holiday pay at straight time.

Section 14. Members of the Water Division who have the appropriate license in treatment and who, on a regular rotating basis, are required to work Saturday and Sunday in order to maintain, service or repair the Townôs water pumps, to add chemicals to the system, repair any leaks in the system or any other unforeseen circumstances for Stations 1, 2, 3, 4, & 5, shall be paid the rate of time and one half for all hours worked with a minimum of four (4) hours pay. Any emergency call back is to be covered under Section 8 and Section 13 above.

Section 15. Any employee that is called for emergency overtime and accepts such overtime shall be punched in on his/her time card at the time of the call and acceptance of overtime.

Section 16. Any employee who works sixteen (16) consecutive hours or more shall be paid time and a half their regular rate of pay for all hours in excess of sixteen (16) hours, inclusive of their regularly scheduled shift.

Any employee who receives time and a half and is called back within eight (8) hours of punching out, shall continue to be paid time and a half their regular rate of pay until they punch out and are off the clock for eight (8) consecutive hours or more.

If employees are called back for overtime and punch in less than eight (8) hours after their regularly scheduled shift ends, the hours will count towards the computation of time and a half after sixteen (16) hours. (Employees will not be paid for hours not worked.)

ARTICLE XII
SENIORITY AND LAYOFF

The first twelve (12) months of continuous employment starting from the date of employment shall constitute a new employeeôs probationary period. At the three (3) month point in the probationary period, the DPW Director (for the DPW employees) and the Town Administrator (for the Custodian employees) will meet with the employee for an evaluation in order to inform him/her of any problems with job performance and corrections that need to be made. If the DPW Director or the Town Administrator determines that within or at the end of the twelve (12) month period that the employee is not performing their duties, then said employee can be discharged from said position without recourse from the Union (not subject to the grievance procedure). An employee shall acquire seniority after completing the twelve (12) month probationary period and his/her seniority will revert to the beginning date of employment. During the twelve (12) month probationary period said employee shall be entitled to and receive all the benefits of the Collective Bargaining Agreement as practiced in the past.

An employee's full time continuous service with the Town of Pembroke ("Town-wide" seniority) shall determine the employee's seniority for purposes of layoff and recall under this article. Overall seniority will be considered in cases of transfers. Overall seniority within each Division will be considered in preference in choice of vacation periods.

In the event that the DPW Director needs to transfer employees from one Division to another, the transfer notification will be posted on the Union Board. The transfer will start with the least senior employee in the Division effected unless a senior employee in the Division requests the transfer in writing.

If the Town finds it necessary to lay off employees, the procedures set forth in this article will apply.

The employer shall meet with the Union to discuss any impending layoffs at least thirty (30) days prior to such layoff.

A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons.

If a layoff is necessary, the Town shall layoff by job classification first, then by seniority, starting with the least senior employee. In all cases, seniority shall be measured by Town-wide service as defined above and not by departmental service.

If it is the Highway, Tree, Cemetery budget that is affected by the layoff, the least senior employee will have the right to bump a lesser senior employee in the Water Division. If it is the Water budget that is affected, the least senior employee will have the right to bump a lesser senior employee in the Highway, Tree or Cemetery Division. In the case of the Custodian

Classification, if a layoff is necessary, the Town shall layoff in the order of starting with the least senior employee within the Custodian classification. An employee in the Custodian classification will not be permitted to bump any employee within any of the other DPW Divisions. In the event of a layoff, the Custodians shall not be eligible to bump into any other division of the DPW, meaning the Water, Highway, or Cemetery/Tree Divisions.

In rehiring in any job classification the Town will offer re-employment to these former employees who have been laid off in the inverse order in which said employees were laid off.

There shall be no obligation to offer re-employment to any employee who has been laid off more than three (3) years.

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid off employee at his last address of record, as shown by the records of the town. Any such laid off employee must respond and be available for re-employment within seventeen (17) days from the date of mailing of the offer; otherwise the laid off employee shall be deemed to have refused re-employment and the Town's obligation under this article is satisfied.

ARTICLE XIII
PROMOTIONS

Job vacancies will be filled by promotion whenever qualified and interested employees are available. Job vacancies will be posted on the department or Town Hall bulletin board for seven (7) ***working*** days. This notice will include a brief job description and rate of pay. All Custodian Job Postings will be posted for seven (7) working days on the Town Hall Bulletin.

To receive consideration employees must notify the **DPW Director** having the opening in writing, explaining why they feel they should be considered and briefly describing their qualifications for the job. Bidding is closed once the job comes off the board (seven days from the day it was posted). Once bidding is closed no additional applications will be considered.

The job opening will be filled by the applicant who has the most effective combination of the following factors required for the specific job under consideration: ability, education, experience, length of service (seniority), and previous job performance including attendance.

ARTICLE XIV
MEAL PERIODS AND REST PERIODS

All employees shall be granted a meal period of one half (1/2) hour (without pay) duration during each full work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

All employees work schedules shall provide for a reasonable rest period normally not to exceed fifteen (15) minutes during each one half (1/2) shift. The rest period shall be scheduled at the middle of each one half (1/2) shift, whenever possible.

Lunch Periods and Rest Periods. Refer to Appendix B.

ARTICLE XV
HOLIDAYS

The following will be observed as paid non-working days if they fall on a normal work day:

New Yearôs Day	Labor Day
Martin Luther King Day	*Columbus Day
*Washington's Birthday	*Veteran's Day
*Patriot's Day	Thanksgiving Day
*Memorial Day	Christmas Day
Independence Day	

*(As observed in the Commonwealth of Massachusetts)

If one of the eleven legal holidays falls on a Saturday, employees covered by this Agreement will be allowed to celebrate the holiday on the previous Friday. If one (1) of the eleven (11) legal holidays falls on a Sunday, employees covered by this agreement will be allowed to celebrate the holiday on the following Monday. In the case of any such employee whose vacation day occurs on any of the above holidays, he shall be entitled to an additional day off.

One day off per year with pay will be granted each employee to attend an annual trade show with the **DPW Director's** prior approval. Any costs of transportation, tickets, admissions, etc. will be borne by the employee.

ARTICLE XVI
VACATIONS

Employees shall be granted annual vacations without loss of pay as follows: if the employee has occupied a full time position in the department and has been in continuous service for the Town for not less than 12 months-

After 1 year but less than 5 years -	10 working days
After 5 years but less than 1 0 years -	15 working days
After 10 years but less than 15 years -	20 working days
After 15 years but less than 16 years -	21 working days
After 16 years but less than 17 years -	22 working days
After 17 years but less than 18 years -	23 working days
After 18 years but less than 19 years -	24 working days
After 19 years or more -	25 working days

An additional ten (10) vacation days will be granted to an employee upon entering his/her twenty five (25) years of continuous service. These additional vacation days will be granted in the anniversary year for one (1) year only.

An employee entitled to 3 or more weeks of vacation may carry over one (1) of those weeks into the next fiscal year. An employee with two (2) weeks shall not be required to take two (2) consecutive weeks, and an employee with more than two (2) weeks shall not be required to take more than two (2) consecutive weeks.

Vacations shall be granted on seniority basis except emergency situations and within a vacation schedule as determined by the Department Head. Vacations may be split as to weeks and days anytime within the schedule with the approval of the **DPW Director**.

Vacations will be computed according to each employee's anniversary date.

(A) Upon termination of employment caused by death, such payment for vacation and comp time owed shall be made to the employee's beneficiary or estate. Any employee who separates for any other reason will receive his unused vacation and comp time upon the pay period following separation.
(B) Rescheduling of vacations and vacation days: The Town and the Union agree that the DPW Director and the Union will discuss and implement a policy with regards to the Unionôs proposal of the above.

Vacation Sell Back: Employees of the Public Works unit may sell back to the town their excess vacation as follows:

Ten (10) days earned per year - sell back zero (0) days
Fifteen (15) days earned per year - sell back five (5) days
Twenty (20) days earned per year - sell back ten (10) days
Twenty Five (25) days earned per year ï sell back twenty (20) days

Vacation days sold back to the Town will be at the employeeôs straight time rate with payment being made within thirty (30) days of the approval.

ARTICLE XVII
HOURS OF WORK AND CONDITIONS

The regular hours of work shall be as follows: (Effective 7/l/78)

Highway	(40)	7:00 - 3:30	5 days	Monday-Friday
Water	(40)	7:00 - 3:30	5 days	Monday-Friday
Tree/Commons & Cemetery	(40)	7:00 - 3:30	5 days	Monday-Friday
Custodian	(40)	5:00 - 1:30	5 days	Monday-Friday
Custodian	(40)	4:00 - 12:30	5 days	Monday-Friday

The Town Administrator reserves the right to adjust the custodian's hours as needed Monday through Friday.

Between the months of May 1st to September 1st, the regular hours of work shall be as follows for the Highway, Water, Tree/Commons and Cemetery:

(40) 6:00 AM ï 2:30 PM (5) Days Monday-Friday

Temperature Clause: Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, and at the discretion of the **DPW Director**, employees may be re-assigned to areas where the heat or cold is not so oppressive.

ARTICLE XVII-B
STANDBY

Effective July 1, 2017, there shall be a voluntary rotation of employees from each of the three division on - Water, Highway, and Cemetery/Tree - who shall be on standby each week, beginning at the end of the regular shift on Monday and ending at the beginning of the regular shift the following Monday. Employees shall be paid $150 per week for standby duty for fiscal

years beginning July 1, 2017 and July 1, 2018; effective July 1, 2019, employees shall be paid $175 per week for standby duty.

All calls for service of issues that come in after the regular work shift shall go to the Foreman, who will decide whether he/she can address the issue or whether to assign it to the employee on standby duty. If assigned to the standby employee, the standby employee understands that he must be ready and able to report for work during his/her standby week and shall not refuse to respond to any calls during his/her standby week. If the Foreman decides that an employee in addition to the standby employee is needed to complete the task, the Foreman shall select the other employee from the overtime list. The Town shall purchase beepers for each division to be rotated among the employees on standby duty. The standby duty list shall include each employee's current cell phone number or other means of contacting the employee outside of regular work hours, in the event the employee is unable to be reached by beeper.

Employees shall sign up for the voluntary standby rotation twice each year, once before January 1 and again before July 1, with the DPW Director posting the list at least thirty (30) days before the standby rotation is to take effect. Employees volunteering for standby duty must be qualified to perform all of the tasks normally assigned to employees of each division, meaning that, to be eligible to sign up for standby duty, an employee must have completed his/her one year probationary period and have worked in the division to which the standby duty pertains for one year.

Employees are allowed to swap their standby duty with other eligible employees within their division, provided such swap shall be for a minimum of one entire day, beginning at 7 am and ending the filling 7 am, and provided the DPW Director or his designee is given advance notice of at least 48 hours prior to the start of the applicable standby week. If an employee swaps his/her entire standby week with another employee, that employee agreeing to work the full week of standby duty shall receive the standby pay. There shall be no adjustment in pay provided to the employee agreeing to cover a portion of another employee's standby week, meaning a day or some lesser portion of the full week. Employees shall keep track of their own swaps, and it is the intent of this agreement that all swapped standby duty shifts shall be repaid by employees working an equal number of swapped standby duty shifts for the proper employee who covered for him/her. The Union agrees to indemnify and hold the Town harmless for any claims for compensation, loss of monetary benefit, loss of pension benefit, or any other form of claim or liability arising from employees swapping standby duty shifts with other employees.

Custodians shall not be eligible to participate in the Standby Duty provision.

ARTICLE XVIII
INSURANCE AND RETIREMENT

The present plan for full time employees and their dependents shall remain in force unless improvements are granted and deductions for the employee's share shall be deducted as the Town Treasurer determines. The Town agrees to continue all insurance benefits, health and welfare plans that are available to all other Town employees. The Town agrees that this Article shall be re-opened for collective bargaining for the sole purpose of discussing any changes that occur to such said benefits by a vote of the Town at Town Meetings or on the ballot or by a decision by the Board of Selectmen.

Every full time employee shall be entitled to be enrolled in the Plymouth County Retirement Plan, the cost of which is borne jointly by the Town and the employee.

The Union agrees that all employees who are enrolled in a Health Maintenance Organization (HMO) or other health insurance plan offered through the Town shall contribute the following cost of the premium charged:

A. Until January 1, 2018, 17%;
B. Effective January 1, 2018 increase by 1% to 18%
C. Effective June 30, 2018 increase by 1% to 19%
D. Effective January 1, 2019 increase by 1% to 20%
E. Effective June 30, 2019 increase by 1% to 21%;
F. Effective January 1, 2020 increase by 2% to 23%
G. Effective June 30, 2020 increase by 2% to 25%

Effective July 1, 2015, all new hires shall pay 25% of the cost of the premium charged by Mayflower Health Insurance Group.

ARTICLE XIX
SICK LEAVE

The Department Head may request medical evidence of illness or injury when absence relating to said illness or injury exceeds three (3) days. ***All medical evidence shall be kept in the confidence of the DPW Director who shall be in compliance with the Mass. General Laws, Privacy and HIPAA Laws that apply.***

A. Sick leave shall be considered to be absence from work without loss of pay for the following reasons:

1. Illness or injury.
2. When an employee is required to undergo emergency medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.
3. When the serious illness of an employee's immediate family requires personal attendance, not to exceed seven (7) days in any year.
4. After employee has exceeded limit allowed in Article X "Bereavement".

B. Full time employees are entitled to fifteen (15) scheduled working days sick leave per year to be granted as of July 1 of each year if an employee has completed a minimum of six (6) months service in the town. Employees will earn a day and a quarter (1 ¼) per month. If the employeeôs employment starts before July 1st, the employee will earn a day and a quarter (1 ¼) per month which will be added to the fifteen (15) days that will be granted on July 1st after the employee has completed a minimum of six (6) months service in the Town. Annual sick leave benefits may be accumulated up to two hundred twenty-five (225) days. An employee who accumulates two hundred twenty-five (225) sick days will be allowed to donate his/her surplus of days to the Sick Bank.

C. Sick leave will be granted on July 1 for use at any time during the next year.

D. A full time employee on sick leave, drawing sick leave, is entitled to full pay for any holiday that may occur during the period and is a normal working day. (For clarification purposes, it is understood that the individual will not be charged or paid for a sick day. However, the individual will receive holiday pay).

E. Unused sick leave: Fifty percent (50%) of accumulated unused sick leave (200 days) shall be paid to an employee within sixty (60) days following retirement, ***disability*** or layoff in either of the following manners as the employee may elect: (1) in a lump sum or (2) in equal weekly installments beginning the first pay day following the date of retirement or layoff. Upon death, not job related, fifty percent (50%) of unused accumulated sick leave will be paid to the employee's estate within thirty (30) days of death. In the case of a line of duty death, either through injury or illness, the employee's estate will be paid one hundred percent (100%) within thirty (30) days. For the purpose of this paragraph, a day of sick leave shall equal eight (8) hours pay at straight time at the employees rate of pay at the time of retirement, lay off or death. An employee who has received payment for unused sick leave and is subsequently re-hired, shall have the option of re-purchasing some or all of such sick leave, by notifying the Selectmen of his intention to do so within thirty (30) days of re-hire and by tendering to the Town a lump sum payment in full for the amount of sick leave so re-purchased within six (6) months following his return to duty. Upon the Town's receipt of such payment, the employee will be credited with the amount of sick leave purchased.

F. An employee who is on injured leave (workmenôs compensation) shall be entitled to accrue vacation, personal and sick time and any other benefit provided in the Agreement. If the employee is not able to return to work, said employee will be credited his or her accumulated sick, vacation, personal and comp time.

G. An employee, due to extenuating circumstances, injury, illness of the employee or the employeeôs immediate family member, who is not able to maintain up to fifteen (15) sick days per year, will be allowed to convert any additional compensatory time over the one hundred and sixty (160) hours referred to in Article XI, Overtime, Section 5, into his sick leave time. The maximum amount of time that will be allowed to be converted over the one hundred and sixty (160) hours will be forty (40) hours. Each individual set of circumstances will be reviewed by the Union Steward and the DPW Director before being allowed to convert time.

H. All medical records regarding employees covered by this agreement are considered confidential.

ARTICLE XX
SICK LEAVE BANK

In order to financially cover employees who are unable to work due to non-occupational injury or illness of employee or employeeôs immediate family for an extended period of time, the Town and the Union agree to institute a sick leave bank which will be governed by the following rules and regulations:

A. Funding

1. On July 1, 1989 each employee will contribute one (1) day of his accumulated sick leave time to the bank and this will be matched by the Town on a two-to-one basis. If an employee has no accumulated sick leave as of July 1, 1989, he will contribute that one (1) day whenever he first accrues additional sick leave time and the Town will put two (2) days into the bank at that time.

2. On July 1, 1990 each employee will contribute one (1) day of his accumulated sick leave time to the bank and this will be matched by the Town on a one-to-one basis. This is in addition to any contribution made to the bank as noted in A-1 above.

3. Any employee hired after July 1, 1990 will contribute two (2) days of their accumulated sick leave time to the bank spread out over a two (2) year period. This will be matched by the Town on a one-to-one basis.

4. On the first day of each fiscal year, beginning July 1, 1991, each employee will contribute one (1) day of his accumulated sick leave time to the bank. This section would only be used if the total number of days in the bank was less than one hundred twenty (120) on the first day of that fiscal year.

5. The sick bank account will be maintained by the Town Administrator and the Union Steward and will be balanced each July 1 between the two parties.

6. An employee who accumulates two hundred twenty-five (225) sick days will be allowed to donate his/her surplus of days to the sick bank.

B. Eligibility

1. All employees must contribute to the bank.

2. To draw sick leave benefits from the bank the employee must meet the following minimum requirements:

a. Have accumulated fifteen (15) days of sick leave time as of the previous June 30. The Sick Leave Bank Committee may waive the thirty-day accumulation requirement under extenuating circumstances.

b. Use all available accumulated sick leave, personal days, vacation time and compensatory time.

c. Be absent more than one (1) week.

d. If absence occurs through start of another fiscal year, use any sick leave credited on July 1 of that year, minus any days contributed to the bank as spelled out in other sections of the sick leave bank provision.

3. Any employee who originally satisfied B-2(a) above, but whose accumulated sick leave falls below fifteen (15) days due to an extended illness without drawing from the sick leave bank, will remain eligible for the bank benefits as long as he had averaged at least seven (7) days accumulation of sick leave time per fiscal year following that extended illness. This extended illness must be at least one (1) week in length and this continued eligibility is subject to the majority approval of the committee members present.

4. The provisions of subsections B2 and 3 of this Article XX may be varied from time to time by a two-thirds vote of the Sick Bank Leave Committee.

C. Draw

1. If an employee has satisfied the requirements listed in B. above, he will be eligible to apply for up to sixty (60) work days maximum coverage per fiscal year and/or incident at one hundred percent (100%) of normal base pay, which will start on the first regular work day after B-2(b) and (c) and C-3 are satisfied.

2. For each day an employee is out and draws on the bank as noted in C-1 above, one (1) full day will be removed from the bank.

3. Either the employee, or a union official in his behalf, must request in writing that he be paid from the sick leave bank no later than two (2) weeks prior to potentially receiving benefits. The Sick Leave Bank Committee will review this request within two (2) weeks and the benefits will be allowed if so voted by a majority of the committee present.

4. Each case for which benefits have been allowed must be reviewed by the committee at least every four (4) weeks and in each case the committee must, by majority approval, vote to continue payment from the sick leave bank as allowed under C-1.

5. The committee may vote during any review to meet earlier than four (4) weeks on any particular case. In each review, the committee must vote to continue or discontinue further payments under C-1 and a majority must approve for benefits to continue. Any motion to meet on a particular case sooner than four (4) weeks will be adopted unless a majority of the committee oppose such a motion.

D. Payback

1. Each employee who draws from the sick leave bank must return the days drawn from the bank in the following manner:

a. On July 1 of each fiscal year after completing drawing from the bank, contribute at least seven (7) days of sick leave, vacation, personal and comp time accrued until the total days drawn are returned. This is in addition to any contribution made in other sick leave bank provisions.

b. On retirement **or termination**, any balance of days drawn from the bank not yet returned will be taken from any accumulated sick leave, vacation, personal and comp time, if any.

2. Any employee who has initially met the eligibility requirement under B-2(a) and has drawn from the sick leave bank will continue to be eligible for the bank benefits if he is still returning days to the bank under D-l(a) above or has satisfied that requirement and has averaged at least seven (7) days accumulation of sick leave time per fiscal year after completing that payback requirement, or satisfies Section B-2(a).

E. Sick Leave Bank Committee

1. The committee will be comprised of six (6) members, three (3) representing the Town and three (3) representing the Union. This committee will meet as stated under A through D of the sick leave bank provisions and each member will have one vote on any motion or request for benefits. The Town will be represented by the three (3) members **Town Administrator, Town Accountant, Director or Asst. Director of the DPW.**

2. Any decision of this committee will not be subject to the grievance procedure or any litigation.

3. The committee cannot authorize payment of sick leave benefits in excess of the number of days available in the sick leave bank at that time. If necessary, the committee may by majority approval authorize additional contributions by the employees to the sick leave bank if the bank contains less than sixty (60) days.

ARTICLE XXI
PERSONAL LEAVE

Up to four (4) days with full pay may be authorized by the **DPW Director** for personal convenience.

Comp Time: Upon the Agreement becoming effective, each employee will receive one (1) day of comp time. Then, on January 1, 2015 another additional comp day will be granted for five (5) years of completed service. This will continue for every five years of service thereafter on January 1st.

In the event that any employee, during any emergency or call-out, works seven consecutive days, the employee will receive one (1) personal day to be used before June 30th of that year. If said personal day is not used before June 30th of that year, the employee will lose it as with all personal days.

Special leave or leave of absence without loss of pay shall be permitted for the following reasons:

1. Promotional exam to any position in the service of the Pembroke Public Works Departments to include oral, written or practical exam.

2. Medical examinations (a) for retirement purposes (b) anytime required by employer.

3. Blood donations as approved by the **DPW Director**.

Leave of Absence ï An employee may request in writing to the DPW Director to ask for an unpaid leave of absence for up to ninety (90) calendar days. The decision to grant such leave shall be at the sole discretion of the DPW Director and denial of such a request is not subject to the grievance procedure outlined in Article VII.

If the employee is granted a leave of absence, the employee will not be allowed to accrue any sick leave for the period of absence. The employee will be responsible for the payment of one hundred percent (100%) of their health insurance premiums.

The employee shall not be denied any other contractually negotiated items that are listed in the Agreement between the Town and AFSCME, Council 93, Local 1700, Pembroke Department of Public Works.

All unused personal leave days shall be paid to the employee at termination or retirement from service.

ARTICLE XXI-A
POSTING OF TIME

The DPW Director shall maintain a complete record of all time due to the employee and an up-to-date typewritten record of the employeeôs sick, vacation, personal, and comp time to be provided to each employee at the end of every month. Also, if the Union Steward requests a copy of the employeeôs record of time for the purposes of the usage of the Sick Bank such records of time will be provided.

ARTICLE XXII
JURY DUTY

The employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

In order to receive payment from the Town the individual must first submit a certificate showing the exact amount received for jury duty. Such proof must be submitted with the weekly payroll sheets.

ARTICLE XXIII
MILITARY RESERVE LEAVE

Any person employed on a full time basis by the Town of Pembroke shall be entitled during the time of his service in the armed forces of the Commonwealth or during his annual tour of duty as a member of a reserve component of the armed forces of the United States not exceeding seventeen days to receive the difference between his pay as an employee or official of the Town of Pembroke and the amount received as a result of military tour of duty if his pay from the Town of Pembroke is the greater sum. Time off for military leave will be granted without loss of vacation leave.

ARTICLE XXIV
LONGEVITY (A)

Longevity increments shall be granted to each regular full time employee who did not receive pyramiding longevity as of January 1, 2013 according to the following schedule:

Years of Service Completed	Longevity Payment Effective 7/1/12
5	$ 400.00
10	500.00
15	550.00
20	850.00

25	900.00
30	950.00
35	1000.00
40	1050.00

Beginning in January 2013, the amount of longevity paid to an employee in the prior calendar year shall be backed out of an employeeôs base pay, and wage increases will be calculated on the stripped base pay (meaning the January 2013 base pay minus the longevity payment). The amount of longevity that an employee is entitled to in the 2013 calendar year will then be added to the employeeôs stripped base pay for that year and paid over the course of weekly paychecks. This practice shall continue from year to year.

For those employees who received pyramiding longevity, their longevity payments shall be frozen at the amount they received as of January 1, 2013, and their longevity payments shall remain frozen until such time that the longevity A and B amounts stated in this agreement, when added together, exceed the amount at which the employee was frozen. A list of those employees who received the pyramiding longevity and the amount at which they are frozen have been reviewed and agreed upon by the parties and is attached as Exhibit A to the Memorandum of Agreement between the Town and AFSCME dated June 2, 2014.
Calculated longevity hourly rate increases will be effective and applied to each employee every year on the first of January.

LONGEVITY (B)

Effective 07/01/08

Any employee who has completed twenty (20) continuous years of service shall receive an additional forty cents ($.40) increase to their hourly rate of pay.

Any employee who has competed twenty five (25) continuous years of service shall receive and additional fifty cents ($.50) increase to their hourly rate of pay.
Any employee who has completed thirty (30) continuous years of service shall receive an additional fifty-five cents ($.55) increase to their hourly rate of pay.
NOTE: Hourly rate increase for the above will be effective and applied on the employeeôs anniversary date. Increases escalate by the whole amount figures shown for the twentieth, twenty-fifth, and thirtieth years.

EXAMPLE: On the anniversary date at the completion of the twentieth year, an employee would receive an additional .40 cents per hour, to remain in effect until the employee reaches his/her twenty-fifth year completed anniversary date; then on the twenty-fifth completed year anniversary date, the employee will receive an additional .50 cents per hour, to remain in effect until the employee reaches his/her thirtieth completed year anniversary date; and on the thirtieth completed year anniversary date, the employee will receive an additional .55 cents per hour.

ARTICLE XXV
PROFESSIONAL IMPROVEMENT

Upon approval by the DPW Director, an employee may receive $200 per course and up to $400 annually for each ten (10) class hours successfully completed in a field related to his/her

employment. These class hours must be for courses taken on the employeeôs own time. It will be the DPW Directorôs responsibility to notify the Town Administrator.

Payments will be made within 21 days following the submission of satisfactory evidence of successful completion of the course(s).

ARTICLE XXVI
SEPARABILITY AND SAVINGS PROVISIONS

If any article or section of this Agreement shall be held invalid by operation of a law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any article or section is held invalid or enforcement of/or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement, if any, for such article or section during the period of invalidity or restraint.

ARTICLE XXVI-A
OCCUPATIONAL SAFETY AND HEALTH

The Town will continue to make reasonable provisions for the safety and health of its employees during the hours of their employment, and the employees will be expected to cooperate with the Town.

Safety is a concern to the Town and the Union. The Town and the Union mutually recognize the need for a work environment in which safe operations can be achieved in accomplishing all phases of work, and the need to promote better understanding and acceptance of the principles of safety on the part of all employees to provide for their own safety and that of their fellow employees and the general public.

The Town and the Union agree to form a Safety Committee comprised of two (2) union members, one of which will be the Union Steward, and two (2) from management, the DPW Director and the Assistant DPW Director. The committee will meet quarterly to discuss, implement or address any safety concerns. In the event of an emergency, the committee will meet immediately to address said such emergency.

It shall not be a violation of any provision of this agreement for an employee to refuse to start work or continue working when any condition exists which he/she believes, in good faith, would endanger his/her safety or health or that of another person. Any employee wishing to exercise this right shall immediately notify their foreman, Union Steward, DPW Director, Assistant Director (Safety Committee) who shall make or cause to be made an immediate investigation.

Workmenôs Compensation Benefits: The Town agrees to continue the practice of allowing employees who are absent due to a work related injury and whose injuries have been accepted by the Town and who are currently receiving wage continuation benefits pursuant to G.L. c.152 to be charges 3.2 hours of accumulated sick time for every eight (8) hours absent. The employee

may elect to either receive only the workerôs compensation check and may not be charged any of their time, or the employee can elect to turn the workerôs compensation check over to the Town and be charged 3.2 hours of accumulated sick time for every eight (8) hours absent. If the employee elects to receive the workmenôs compensation check, it will be the employeeôs responsibility to pay their share of the health benefits and any other benefits or deductions. It is understood that the employee cannot keep or cash both the Townôs payroll check and the workmenôs compensation check; the employee can only elect to accept one or the other. It is further understood that when an employee is receiving wage continuation benefits pursuant to G.L. c.152, the employee may be charged the 3.2 hours of sick leave. For any other absence regarding illness or injury, the employee will be charged sick leave on an hour-for-hour basis.

The Town agrees to continue its practice to provide reasonable accommodations to allow employees to perform the essential duties of their position with or without accommodations for employees on workerôs compensation, injury and illness. The Town agrees that it may, at its sole discretion, assign employees to a light duty position who are unable to perform the essential functions of their positions with or without reasonable accommodations. The assignment of personnel to a light duty position of employees who are not able to perform the essential functions of their positions with or without reasonable accommodation will be limited to a period of three (3) months. The Town will make reasonable accommodations for employees to perform the essential functions of their positions for employees providing appropriate medical evidence and after an interactive conversation with the Town Administrator. The Town agrees to continue its practice of complying with the ADA and Workmenôs Compensation Laws.

In the event that an employee who accepts an overtime call out gets into an automobile accident while responding to and returning home from the overtime call out, the Town agrees to deal directly with the Workmenôs Compensation Insurance company on the employeeôs behalf to insure that the employee will be eligible to receive workmenôs compensation benefits in case of injuries as a result of the accident.

The Town and Union agree to fully comply with the provisions of the Omnibus Transportation Employees Testing Act of 1991, which shall be administered by the Director of the Department of Public Works.

ARTICLE XXVII
TEMPORARY HIGHER GRADE ASSIGNMENTS

A fully qualified employee who is to be assigned temporarily to a job in a higher pay classification for more than a one (1) hour period, shall receive the rate specified for the higher rated classification retroactive to the first hour. For example, a Skilled Laborer/Driver at the 2nd year step works as a Heavy Special Equipment Operator for more than four consecutive hours he would receive the 2nd year step for the hours he worked as a Heavy Special Equipment Operator. Any employee who is licensed and is assigned to operate the Trackless Machine will be eligible for the temporary higher grade, with the exception of the broom attachment. No employee will be required to work out of his classification.

ARTICLE XXVIII
OVERTIME MEAL PERIOD

In emergency situations where an employee is required to work four (4) or more hours beyond the end of his normal work day, he will be paid an additional forty- five (45) minutes time and one half for his forty-five (45) minute meal period whether he is able to take his meal period or not. If the overtime goes beyond the first four (4) hours, the employee will receive an additional forty-five (45) minutes time and one half for every four (4) hours of overtime worked whether he is able to take his meal period or not.

Any employee who is called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, will receive an additional forty-five (45) minutes time and one half for every four (4) hours of overtime worked whether he is able to take his meal period or not.

This clause will not be used by Management to unreasonably deny the employee his right to take his meal period. It is understood by the employees due to extreme emergency situations, the employee may not be able to take his meal period until such time the emergency situation will allow.

ARTICLE XXIX
CLEANUP TIME

The Town agrees that it may be necessary for an individual to clean up prior to lunch. Therefore, the Town is willing to establish a fifteen (15) minute cleanup period before lunch.

ARTICLE XXX
GLASSES

The Town agrees to provide payment for externally worn glasses broken or damaged during the performance of required job duties. Replacements will be equal to those broken. Further it is understood that the Town is not responsible for glasses broken or damaged due to carelessness or horseplay.

The Town agrees to provide safety glasses (prescription as needed) to all employees who have not already been provided with the same.

ARTICLE XXXI
LICENSING FEES

Effective July 1, 2005, any special licenses or certifications that an employee of the Highway, Water, Tree, Commons, and Cemetery Division is required to have to perform his job duties will be paid for by the Town. The employee will be allowed to take the exam for any such licenses or certifications on Town time without loss of wages. If the employee fails to pass the exam, any further exams will be on the employeeôs own time. In addition, the Town shall pay for any continuing education classes that any employee is required to take to maintain any special licenses or certifications required by his/her job description.

Effective July 1, 2017, any bargaining unit member who is required to have a Commercial Driverôs License to perform his job duties will receive a stipend fee of seven hundred dollars ($700) per year.

Effective July 1, 2017, any bargaining unit member who is in possession of a hoisting license will receive a stipend fee of three hundred and twenty-five dollars ($325) per year.

Effective July 1, 2017, the CDL and Hoisting license stipends shall be rolled into an employeeôs base pay. It is expressly understood by the Parties to this Agreement that these stipends are first to be added to an employeeôs base pay and then any cost of living increase negotiated by the Parties will be calculated on top of the employeeôs new base salary, with said stipends included.

The Town agrees that all Water Division TCHôs/classes that are required by the State will be paid for by the employer.

Any physicals, eye exams, etc. that are required for employees that hold hydraulic and CDL licenses that is not covered or paid for by the employeeôs health plan, the employer agrees to pay for.

Any employee employed as a driver whose right to operate is suspended by the Registry of Motor Vehicles shall be assigned to the Laborerôs classification. Upon restoration of the employeeôs right to operate, he/she shall be restored to their former status.

ARTICLE XXXII
DISTRIBUTION OF CONTRACT

The Town agrees to print enough copies of the signed contract for internal distribution and to provide one (1) copy to each member of the bargaining unit within thirty (30) days of the Town Meeting.

ARTICLE XXXIII
DISCIPLINE

A. No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for just cause.

B. All complaints or disciplinary reports against any employee shall be made known to employee and, if written, the employee shall be given a copy of said complaint or disciplinary report prior to any action being taken by **DPW Director** or Town.

C. All employees shall have the right to a written response attached to any-all written disciplinary actions or those that are maintained within their personal file for as long as those reports stay in file.

D. Any written disciplinary report entered in employeeôs file shall be removed after one (1) year with no additional offenses without prejudice.

E. In cases where a discharge is involved every effort will be made to expedite his case through the grievance procedure up to and including arbitration. Further, it is understood that any disciplinary action is subject to the grievance procedure.

ARTICLE XXXIV
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from **July 1, 2017 to June 30, 2020.** The Agreement shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31 of any subsequent contract year advising that such party desires to revise this Agreement and this Agreement shall remain in full force and effect until such changes and revisions have been approved.

The American Federation of State, County and Municipal Employees Council 93, Local 1700 and the employees agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage during the term of this Agreement or during any period of time while negotiations are in progress, or pending between the parties for a continuance or renewal of it. The fact as to whether such action has taken place and the determinations of the involvement of any individual or individuals shall be the subject of the arbitration process or procedure. Employees participating in any strike, walkout, slowdown or work stoppage shall be subject to discharge.

We, the undersigned representatives of the Town of Pembroke, the Employees, and the American Federation of State, County and Municipal Employees Council 93, Local 1700 have negotiated the above Agreement in good faith and agree to sponsor same before the Town Meeting as a fair and equitable contract fairly reflecting the needs of both the Town of Pembroke and the employees.

TOWN OF PEMBROKE
BOARD OF SELECTMEN

AFSME, COUNCIL 93
LOCAL 1700, AFL-CIO (DPW)

DATE: 11-20-2017

ARTICLE XXXV
WAGE RE-OPENER

In the event that the Town approves a collective bargaining agreement with another unit, Police, Fire, School, or Clerical providing any type of monetary increase in any fiscal year greater than the increase provided in this agreement, the Town agrees to return to bargaining sessions to discuss increases only.

July 1, 2017 – June 30, 2020 – 2 %

Appendix A – Classifications and Salaries

CLASSIFICATIONS		2 % Increase 07/01/2017 to 06/30/2018	2 % Increase 07/01/2018 to 06/30/2019	2 % Increase 07/01/2019 to 06/30/2020
HIGHWAY, TREE CEMETERY FOREMAN*				
First Step	24.05	24.53	25.02	25.52
Second Step	25.27	25.15	25.65	26.16
Third Step	26.52	25.80	26.32	26.85
Fourth Step		26.46	26.99	27.53
Fifth Step		27.14	27.68	28.23
Year (Ten) 10		27.84	28.40	28.97
WATER FOREMAN GRADES I OR II*				
First Step	24.89	25.39	25.90	26.42
Second Step	26.12	26.02	26.54	27.07
Third Step	27.36	26.66	27.19	27.73
Fourth Step		27.33	27.88	28.44
Fifth Step		27.99	28.55	29.12
Year (Ten) 10		28.67	29.24	29.82
WATER FOREMAN GRADES III OR IV*				
First Step	25.59	26.10	26.62	27.15
Second Step	26.82	26.73	27.26	27.80
Third Step	28.06	27.38	27.93	28.49
Fourth Step		28.04	28.60	29.17
Fifth Step		28.71	29.28	29.87
Year (Ten) 10		29.39	29.98	30.58
TOWN MECHANIC				
First Step	23.42	23.88	24.36	24.84
Second Step	24.62	24.50	24.99	25.49
Third Step	25.83	25.13	25.63	26.14
Fourth Step		25.77	26.28	26.81
Fifth Step		26.43	26.96	27.49
Year (Ten) 10		27.11	27.65	28.20
HEAVY EQUIPMENT OPERATOR				
First Step	21.72	22.15	22.59	23.04
Second Step	22.94	22.79	23.24	23.70
Third Step	24.18	23.42	23.88	24.36
Fourth Step		24.09	24.57	25.06
Fifth Step		24.77	25.26	25.76
Year (Ten) 10		25.46	25.96	26.47
SKILLED LABORER/ DRIVER				
First Step	20.81	21.22	21.64	22.07
Second Step	22.01	21.82	22.25	22.69
Third Step	23.18	22.45	22.89	23.35
Fourth Step		23.08	23.54	24.01
Fifth Step		23.73	24.20	24.68
Year (Ten) 10		24.41	24.89	25.39
WATER TECHNICIAN GRADES I OR II SKILLED LABORER DRIVER				
First Step	21.66	22.09	22.53	22.98
Second Step	22.83	22.68	23.13	23.59
Third Step	23.98	23.30	23.76	24.23
Fourth Step		23.91	24.38	24.87
Fifth Step		24.55	25.04	25.54
Year (Ten) 10		25.30	25.81	26.33

CLASSIFICATIONS		2 % Increase 07/01/2017 to 06/30/2018	2 % Increase 07/01/2018 to 06/30/2019	2 % Increase 07/01/2019 to 06/30/2020
WATER TECHNICIAN GRADES III OR IV SKILLED LABORER DRIVER				
First Step	22.32	22.76	23.21	23.67
Second Step	23.53	23.36	23.82	24.29
Third Step	24.69	23.99	24.47	24.95
Fourth Step		24.62	25.11	25.61
Fifth Step		25.28	25.78	26.30
Year (Ten) 10		26.03	26.55	27.08
CUSTODIAN				
First Step	18.26	18.62	18.99	19.37
Second Step	20.34	19.54	19.93	20.33
Third Step	22.03	20.50	20.91	21.32
Fourth Step		21.50	21.93	22.37
Fifth Step		22.56	23.01	23.47
Year (Ten) 10		23.65	24.12	24.60
LABORER				
First Step	18.31	18.67	19.04	19.42
Second Step	19.51	19.31	19.69	20.08
Third Step	20.80	19.96	20.35	20.75
Fourth Step		20.63	21.04	21.46
Fifth Step		21.31	21.73	22.16
Year (Ten) 10		22.04	22.48	22.93
WATER TREATMENT PRIMARY OPERATOR				
First Step		24.43	24.91	25.40
Second Step		25.04	25.54	26.05
Third Step		25.68	26.19	26.71
Fourth Step		26.33	26.85	27.38
Fifth Step		26.99	27.52	28.07
Year (Ten) 10		27.71	28.26	28.81

*The Town and the Union agree to establish the positions of working foreman for the Cemetery Department and the Water Department. It is further understood that the positions of foreman in the Tree Department and the Highway Department are working foreman positions.

Any employee on Step 3 as of June 30, 2017 will automatically be moved to Step 5, unless that employee has been employed by the Town for 10 years, in which case, he/she shall be placed at the 10 year step. Any employee at step 1 or 2 on June 30, 2017 shall be placed at the next higher step that results in an increase in his/her hourly rate of pay before the 2% COLA is added. Thereafter, employees shall progress through the steps at the current annual intervals and placed at the final step upon attaining 10 years of service.

When a ñcertified welderò does any welding at the request of the **DPW Director**, he shall receive a premium of $1.00 per hour for a four (4) hour minimum.

When a ñlicensed chemical applicatorò of the Tree Division does any application of chemicals or an employee licensed in ñwater backflow preventionò of the Water Division performs in that capacity at the request of the **DPW Director**, he shall receive a premium of $1.00 per hour for a four (4) hour minimum.

Water Technician Grades II, III, and IV with 10 years of experience shall be paid an additional $0.75 per hour and those with 20 years of experience shall be paid an additional $1.00 per hour.

When a licensed Water Division employee who has a Treatment License or Distribution License II or higher is off-loading liquid chemical deliveries or repairing chemicals lines or pumps, they employee shall receive a premium of five dollars ($5.00) per hour for a four hour minimum.

During snow removal operations, the Highway Division Foreman shall be upgraded and paid the same hourly rate of pay as the Water Division Foreman, Grade IV, Top Step.

When a Bucket Truck Operator and one Ground Crew Member are assigned to operate the aerial lift, he/she shall receive a premium of five dollars ($5.00) per hour for a four (4) hour minimum.

Every employee in a position for which step rate increases in compensation are provided may be considered for an increase in compensation to the next higher step rate within his compensation grade following one (1) year at the minimum and one (1) year at each intermediate step rate, reaching the maximum rate not earlier than the third year. All step increases shall be upon the written recommendation of **DPW Director** and with the approval of the ***Town Administrator***. Less than full time employees shall be considered for step rate increases every two (2) years between steps; exceptions to the foregoing may be granted at the sole discretion of the ***Town Administrator***. Denial of step increases shall be subject to the grievance and arbitration procedures contained herein.

Extra Ordinary Step Rate:

A. In certain instances such as specialized training, education and/or previous work experience, etc., the Town may upon the recommendation of the **DPW Director** and the approval of the Board of Selectmen, hire a new employee at other than starting salary level for any position covered by this agreement.

B. Any existing employee whose position is covered by this agreement may request consideration for extra ordinary advancement to Step 2 or Step 3 of the compensation plan. Such requests will be subject to the approval of the **DPW Director** and the Board of Selectmen.

C. The Townôs decision will not be made arbitrarily, capriciously or unreasonable. The Town also agrees to notify the Union, in writing, within five days of approving any extra ordinary step rate. Upon written request by the employee or the Union, the Town will submit, in writing, reasons for its approval or denial or any extra ordinary step rate. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Appendix B – Lunch Periods and Rest Periods

LUNCH PERIOD

LETTER OF CLARIFICATION

It is agreed by the Town of Pembroke and the Union that the following interpretation shall apply to the calculation of DPW employees' 45-minute lunch periods:

1. Employees of the bargaining unit are entitled to a 45-minute lunch period scheduled at the middle of the shift whenever possible.

2. An employee's "clean-up" time falls within that lunch period.

3. An employee's travel time to the D.P.W. from an outlying work site and, after lunch, travel time from the D.P.W. to an outlying work site is not part of the lunch period if the employee is required to return to D.P.W. for lunch. Nothing here stated is intended to prohibit or to modify the informal flexibility of allowing foremen and individual crew members to reach a different agreement on a particular lunch period, e.g. an employee is working at a site close to home and is excused from going first to the D.P.W. with a corresponding agreement to resume work on-site at an earlier time.

FOR THE UNION

FOR THE TOWN

Date

SIDE LETTER OF AGREEMENT – CUSTODIANS

This Side Letter of Agreement is entered into this 4th day of April, 2017, by and between the Town of Pembroke (the "Town"), acting through its duly authorized Board of Selectmen, and the American Federation of State County and Municipal Employees, Council 93, Local 1700 (Public Works Unit) (the "Union" or "AFSCME"), acting by and through its duly authorized representatives.

WHEREAS, the position of Custodian has historically been included in the AFSCME bargaining unit for the Public Works unit;

WHEREAS, the Town questioned the community of interest between the Custodians and other positions within the AFSCME Public Works unit and requested, through bargaining, that Custodians be removed to another unit and AFSCME declined said request;

NOW, therefore, the parties agree as follows with respect to the position of the Custodian:

1. The positions identified as the Town Hall/Police Custodian Classification in Appendix A to the CBA shall hereinafter be referred to as the position of "Custodian," without reference to the building to which the Custodian may regularly be assigned, and all references to "Town Hall Custodian" appearing in the CBA shall now be known as the "Custodian.".
2. The Custodians shall continue to be considered part of the AFSCME Public Works unit for purposes of collective bargaining and shall enjoy all of the benefits negotiated into the collective bargaining agreement ("CBA") between the Town and AFSCME pertaining to the Public Works unit, unless expressly modified herein or expressly excluded by the terms of the CBA.
3. It is the intent of the parties that the Custodians shall continue to receive all of the benefits of the CBA that they enjoyed as of June 30, 2017 and to extend any new benefits reached between the parties to the Custodians for the period beginning July 1, 2017, unless expressly modified herein or expressly excluded by the terms of the CBA.
4. All Custodians shall report to and take direction from the Town Administrator, or his/her designee, and not the Director of Public Works.
5. With respect to Article XIII, Promotions, the second sentence shall be amended to state that notices of vacancies shall be posted at the Town Hall bulletin board for seven (7) working days.
6. The Custodians shall not be eligible to participate in the Standby Duty provision of the CBA.
7. In the event of a layoff, the Custodians shall not be eligible to bump into any other division of the DPW, meaning the Water, Highway, or Cemetery/ Tree divisions.

For the Town of Pembroke,
By the Board of Selectmen:

For AFSCME, Council 93, Local 1700,
Public Works Unit: