

AGREEMENT

Between

THE TOWN OF HINGHAM, MASSACHUSETTS

and

INTERNATIONAL BROTHERHOOD of TEAMSTERS, LOCAL 25

DEPARTMENT OF PUBLIC WORKS SUPERVISORS UNIT

July 1, 2020 – June 30, 2023

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AGREEMENT

This agreement is made and entered into by and between the Town of Hingham, Massachusetts (hereinafter referred to as the "Town") and International Brotherhood of Teamsters, Local 25, (Hereinafter referred to as the "Union").

Article 1 Recognition

1.1 Bargaining Unit. In accordance with the certification of the Massachusetts Labor Relations Commission, under M.G.L. 150E, Section 3 and 456 CMR 14.07, the Town recognizes the Union as the exclusive representative with respect to wages, hours and other conditions of employment for all full-time and regular part-time employees with the job title of "Supervisor" employed by the Town in its Public Works Department and Sewer Department, but excluding all other employees employed by Town not expressly included in the above unit. The terms "employee" and "employees" as used hereafter in this Agreement refer only to such persons as at the time in question fall within the bargaining unit as defined in this Section.

Article 2 Employee Rights and Obligations

2.1 Organizational Activities. Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have, and be protected in the exercise of, the rights, freely and without fear of penalty or reprisal: to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint or coercion and from any discrimination in regard to tenure, promotion or other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

2.2 Union Membership. The Town will advise the Union in writing of the name, address, classification and department of each new employee; The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

2.3 No Discrimination.

2.3.1: In accordance with applicable law, the Town and the Union agree not to discriminate against any such individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy, disability, sexual orientation, age or veteran's status.

2.3.2: The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union or lack of membership, activity or support.

2.3.3: The term "he" or "his", as used in this agreement is not meant to be discriminatory and shall apply equally to male and female employees.

Article 3 Rights of Management

3.1 Management Rights. Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Town including, but not limited to, the rights: to manage the affairs of the Town and maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted including the contracting out of any work; to determine the size of and direct the activities of the working force; to determine the schedules and hours of work and the assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, combine and divide existing job classifications and job duties and functions; to determine the qualifications for all jobs; to require from each employee the efficient utilization of his services; to hire, promote, transfer, assign, retain; to discipline, suspend and discharge employees with just cause; to demote; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the missions of the Departments.

3.2 Other Authorities Not Impaired. Nothing herein shall diminish the authority and power of the Retirement Board or the Personnel Board of the Town of Hingham nor alter or impair the Classification and Salary Plan of the Town of Hingham (hereinafter referred to as the ("Classification and Salary Plan")), which shall continue to govern the wages, hours and working conditions of the employees to the extent therein provided.

Article 4 Union Activities

4.1 Union Officers and Stewards. Insofar as the work requirements of the Departments permit, Union Officers and/or Stewards will be excused from duty, without pay, when required to conduct Union business other than joint meetings with the management. Union officers and/or Stewards shall give management reasonable advance notice of their desire to be absent to conduct such Union business so that work schedules may be arranged accordingly. In no event will more than two (2) employees be absent from work at any one time to conduct such Union business. Union representatives will be allowed to attend jointly scheduled grievance meetings with management during working hours without loss of pay if the management official agrees to such a meeting.

4.2 Joint Meetings. Joint meetings between representatives of the management and the Union shall be held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are held during regular working hours, there shall be no deduction from the regular straight-time pay of grievants and/or Union Officers or Stewards on account of time, spent by them attending such meetings. When such meetings are held outside regular working hours no employee shall receive any compensation on account of time spent by them attending such meetings.

4.3 Union Activities During Working Time. No Union activities will be carried on during working time except as expressly authorized by this Agreement.

4.4 List of Officers and Stewards. The Union shall furnish the Personnel Board with a written list of its Local Officers and Shop Stewards and shall promptly notify the Personnel Board in writing of any changes therein. Only such listed Officers and Stewards shall be recognized by the Town for purposes of joint meetings except that the Union may, in its discretion, be represented by counsel.

4.5 Notification of New Employees. The Superintendent will inform a Local Officer of the Union of the name of any employee newly appointed to permanent status in the Public Works Department or the Sewer Department.

4.6 Access to Premises. Authorized agents of the Union shall have reasonable access to Department premises for the purpose of Union business. Meetings with an employee during working hours shall be on the employee's non-working time, unless expressly approved by Department management. Meetings with Department management shall be by appointment. All such meetings shall be conducted in a manner and at a time that will not interfere with the operations and work of the Department.

Article 5 Grievance and Arbitration Procedure

5.1 General. In the interest of harmonious and efficacious performance of duties and obligations of the Departments the Town and the Union recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible under the procedures of maximum informality and flexibility. A grievance is defined as a matter of personal concern or dissatisfaction to an employee arising out of the terms and conditions of his employment. Grievances may be initiated only by employees, either singly or jointly, except as otherwise provided in Section 4. An employee shall have the right to present a grievance in accordance with this Article and have it promptly considered on its merits. The initiation of a grievance by any employee shall not impair his standing in his Department.

5.2 Informal Procedure. Before a grievance is submitted in the formal grievance procedure set forth in Section 3, the aggrieved employee may present the matter informally to the Superintendent of Public Works. If the grievance is not settled within five (5) working days, the grievance will be processed under the formal procedure. Every effort should be made to reach a resolution of the grievance through this informal procedure.

5.3 Formal Procedure. Only matters involving complaints that the Town is not complying with its obligations under this Agreement, and that involve the application and interpretation of the Agreement, shall constitute grievances under this Article. No matter shall be subject to the arbitration procedure of this Agreement, which is subject to the authority, or jurisdiction of Civil Service or any Retirement Board. Grievances shall be submitted on the mutually agreed-upon form and shall be processed in the following manner:

Step One:

The Union shall submit the grievance signed by the aggrieved employee, in writing, to the Superintendent, within ten (10) days of an action, or failure to take action, which it is alleged to have violated the Agreement. The Superintendent shall respond to the grievance within ten (10) days following a meeting to hear the grievance.

Step Two:

If the grievance is not resolved at Step One, the Union may submit it to the Town Administrator within five (5) days following receipt of the Superintendent of Public Works' answer or the date on which such answer was due, if no answer was given. The Town Administrator/designee shall meet with the Union on a mutually agreeable date. A member(s) of the Personnel Board may also attend the hearing. The Town Administrator will render a decision within ten (10) days after the close of this hearing. Grievances shall be deemed waived unless submitted at each step within the time limits specified. The time limits may be extended, in any particular case, by mutual written consent of the parties. "Days" shall mean working days.

5.4 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator agreed upon by the parties after written notice to the Town Administrator and the Superintendent of Public Works within thirty (30) days of the Step Two decision. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its current rules and procedures. The fees and expenses of the Association and the arbitrator shall be shared equally by the parties and each party shall bear the expense of its own representatives and witnesses.

5.5 The arbitrator shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold *ex parte* hearings. The decision of the arbitrator within the scope of his/her authority shall be final and binding upon the parties.

Article 6
Discharge and Suspension

6.1 No employee who has completed the probationary period, shall be disciplined, suspended or discharged without just cause. Any protest against discipline, suspension or discharge shall be handled under the grievance and arbitration procedure provided for in this Agreement. Discipline, suspension or discharge of an employee during the probationary period shall not be subject to the grievance and arbitration procedure.

6.2 Employees who have completed the probationary period, who are to receive any disciplinary penalty will be given the opportunity to be represented by a Union Steward or other bargaining unit member if no Steward is available.

6.3 Warnings and other disciplinary action for minor misconduct or performance problems will not be considered in future discipline after twelve (12) months if the employee did not receive any other discipline for the same or other reasons during the twelve (12) month period. If after a twelve (12) month period with no further discipline, discipline is imposed for the same or a similar minor problem, such disciplinary action will not be considered in future discipline after twenty-four (24) months without any other discipline for the same or other reasons during twenty-four (24) month period. If after the twenty-four (24) month period with no further discipline, discipline is imposed for the same or a similar minor problem, it may be considered in connection with future discipline. The foregoing shall not apply to disciplinary action for serious misconduct or performance problems. If disciplinary action is considered by

the Department to fall into the "serious" category, the employee will be so informed.

Article 7 Seniority

7.1 Definition and Termination. An employee's seniority means his length of continuous employment by the Town. An employee shall acquire no seniority until after completion of his probationary period of temporary employment, which shall be ninety (90) days of continuous employment, subject to extension for an additional ninety (90) days, all as provided in the Classification and Salary Plan. If the employee is retained beyond his probationary period his seniority shall then date back to the beginning of his continuous employment. An employee's length of continuous employment shall be broken and he shall lose his seniority if he:

- (a) Quits his employment;
- (b) Is discharged, terminated or retired;
- (c) Is absent from work for three (3) or more consecutive working days without notifying the Town or without adequate reason if he does notify the Town;
- (d) Fails, without adequate reason, to report for work upon recall at the time specified by the Town or to report for work at the expiration of a leave of absence granted by the Town; or
- (e) Is laid off and not recalled to work within twelve (12) months after the layoff.

If an employee is unable to work because of sickness or bodily injury and presents satisfactory proof thereof to the Superintendent, his length of continuous employment shall not be broken but the excess of his period of continuous absence over six (6) months shall not be added to his length of continuous employment. An employee who is unable to work because of an injury incurred while performing his assigned duties shall continue to accumulate credit for continuous employment until the termination of the period for which Workmen's Compensation shall be payable to him.

7.2 Layoff and Recall. In the event the Town eliminates a supervisory position in the Public Works or Sewer Department, the employee selected for layoff may displace the most junior supervisor in either Department, provided he/she is senior to that employee, is fully qualified for that supervisory position in the judgment of the Superintendent of Public Works, such decision which is subject to the grievance and arbitration procedure, and an employee thus displaced may do likewise. Employees shall be recalled, to the position from which they were laid off, in the order of their seniority. No employee may displace another employee upon layoff or be assigned to a job upon recall, unless in either case he/she has the full ability, at the time, to perform all the work of the required job in a satisfactory manner, in the judgment of the Superintendent, subject to the grievance and arbitration procedure, without training or special assistance or supervision, as evidenced by his/her performance record with the Town. The Town shall notify the Union as soon as it has decided to implement a layoff. The Town will give the employee thirty (30) days notice of the impending layoff or pay in lieu thereof.

7.3 Promotions or Transfers to Jobs Outside the Unit. Promotions or transfers of

employees to jobs outside the bargaining unit shall not be subject to any of the provisions of this Agreement. An employee who is transferred or promoted to a job outside the bargaining unit shall not accumulate additional seniority during the period he occupies a position outside the unit. However, if he later is returned by the Town to the bargaining unit, he shall again be credited with the seniority he had when he left the unit.

7.4 Seniority List. The Town shall annually furnish to the Union a Seniority List showing the length of service of each employee.

Article 8 Wages and Compensation

8.1 Hourly Wage Rates. The hourly wage rates of the employees covered by this Agreement effective July 1, 2020, (the "new Contract"), shall be determined in accordance with the Classification and Wage levels agreed to by the Town and the Union as shown on the schedules attached hereto, as follows:

Effective July 1, 2020, each rate will be increased by two (2) percentage points to reflect a base wage increase. This will be Schedule A in the new Contract.

8.2 Increases. Progressions through the rate ranges of the Wage Schedule are not mandatory and shall be on the basis of merit and ability on recommendations of the Superintendent. Employees in continuous service in a position who have a satisfactory performance record shall be eligible for an advance of one (1) step rate per year until the maximum rate is reached, subject to the approval of the Superintendent.

8.4 Hiring Rate. The hiring rate shall be the minimum of the rate range for the job classification unless otherwise authorized by the Personnel Board. If such authorization is given, it shall be supported by a written statement of the reasons.

8.5 Overtime.

- (a) Effective upon ratification of the contract - Except for the full-time supervisors regularly assigned to work at the Transfer Station, time worked prior or after a supervisor's regularly scheduled eight (8) hour work day, Monday through Friday inclusive, and time worked on Saturdays and Sundays, after forty (40) hours have been worked during the week, shall be paid at the rate of time and one-half for time worked. If a DPW/Sewer supervisor is called after his/her regular hours and conducts any Town business that does not require the employee to report for duty, the supervisor shall be compensated at time and one-half of their regular rate of pay for time worked. Supervisors will be required to keep an overtime log sheet and submit the overtime log sheet to the department Superintendent or designee for approval. The overtime log will include the name of the caller, telephone number of the caller, time of call, issue, and resolution.
- (b) Effective upon ratification of the contract - For full-time supervisors regularly assigned to work at the Transfer Station, time worked prior or after the regularly scheduled ten (10) hour work day, and time worked on a day other than a regularly scheduled work day, shall be paid at the rate of time and one-half for time worked.

If a DPW supervisor is called after his/her regular hours and conducts any Town business that does not require the employee to report for duty, the supervisor shall be compensated at time and one-half of their regular rate of pay for time worked. Supervisors will be required to keep an overtime log sheet and submit the overtime log sheet to the department superintendent or designee for approval. The overtime log will include the name of the caller, telephone number of the caller, time of call, issue, and resolution.

- (c) An employee who works in excess of twelve (12) hours in any single work day will be paid at the rate of double time for the time worked in excess of twelve (12) hours in that work day. If an employee is being paid at the rate of double time and continues to work into his next shift, he will continue to be paid double time until the continuous work period ends and he is relieved of duty. A rest period of not more than four (4) hours shall not cause the continuous work period to end and pay at double time shall resume when an employee returns to work from such rest period.
- (d) Work performed on a paid holiday shall be paid in accordance with the provisions of Article 12, Sec. 2.
- (e) There shall be no pyramiding of overtime. Effective January 1, 2020, an employee may request compensatory time off ("comp time") instead of being paid wages for overtime worked, provided, however, that an employee may earn a maximum of forty (40) hours of compensatory time in a single calendar year, provided that such time shall be taken in the calendar year in which it is earned, and provided further that an employee who uses in excess of five (5) unexcused sick days in a single calendar year or a total of ten (10) sick days, whether excused or unexcused, in a single calendar year shall be ineligible to accumulate compensatory time for the balance of that year and also for the next calendar year. Effective January 1, 2020, for employees who are assigned to work at the Transfer Station, an employee may request compensatory time instead of being paid wages for overtime worked, provided, however, that an employee may earn a maximum of forty (40) hours of compensatory time in a single calendar year, provided that such time shall be taken in the calendar year in which it is earned, and provided further that an employee who uses in excess of four (4) unexcused sick days in a single calendar year or a total of eight (8) sick days, whether excused or unexcused, in a single calendar year shall be ineligible to accumulate compensatory time for the balance of that year and also for the next calendar year. Compensatory time that is earned in the month of December may be carried over to January of the following year, but must be taken during the month of January of the following year.
- (f) An employee who is called in to work during an emergency outside his regular hours, shall be paid at the rate of time and one-half his regular rate, for all such hours worked and shall be guaranteed a minimum of four (4) hours pay at said rate.
- (g) The Department shall make available to employees a sign-up sheet for any overtime work that can be scheduled in advance. All employees shall have the opportunity, but not the requirement, to sign the sheet to indicate their preference to work such scheduled overtime. In the event that insufficient employees sign the

sheet for such scheduled work, the Department reserves the right to select any employee as is necessary to do the work. For emergency work that cannot be scheduled in advance, the Department shall contact any employees as needed to perform the work, except when such work is estimated by a supervisor to take one hour or less to complete. In such event the supervisor may perform the work and need not call in other employees. The Department shall take all reasonable measures to distribute the opportunity to work available overtime equally among employees performing work of the same classification. Nothing in this clause is intended to discontinue or otherwise modify any past practices that may exist in relation to the distribution of available overtime work to employees and all other personnel in the Department.

- (h) The Public Works Department and the Sewer Department will post a monthly list indicating the amount of overtime worked during the previous month by each employee.
 - (i) If an employee has been working more than four (4) hours of overtime, he/she will ordinarily receive a 1/2 hour meal break which where feasible will be scheduled between 5 p.m. and 8 p.m. for dinner, between 6 a.m. and 9 a.m. for breakfast, and between 11 a.m. and 2 p.m. for lunch. If an employee has been working more than four (4) hours of overtime, but is not entitled to a meal break, he/she will ordinarily receive a 15 minute break which where feasible will be scheduled every 4-5 hours. The scheduling of breaks will be decided by the Superintendent or his designee.
- 8.6 Reclassification Working Out of Grade. If an employee shall be temporarily assigned by the Superintendent to undertake the responsibilities of a higher graded position, such employee shall be paid at the rate for such higher graded position while such employee is serving in such capacity.
- 8.7 Weekend Bonus Pay. All full-time employees regularly assigned to work at the Transfer Station shall receive weekend bonus pay of \$35.00 per week. This bonus shall be paid in two lump sums during the year, in December and June.

Article 9

Group Insurance Plan

9.1 The Town will continue for the duration of this Agreement to provide a group insurance plan on substantially the same basis as at present. The Town will not itself operate the plan but the insurance company or companies (which may include Blue Cross/Blue Shield with respect to their programs) will administer the benefits, which shall be subject to such conditions and limitations as are provided by law in the applicable insurance policies and contracts. The premiums for such plan shall continue to be shared equally between the Town and the employee. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedure.

Article 10
Leaves of Absence

10.1 Except for paid leave for sickness, jury duty, military training, and bereavement, to the extent provided in this Article, all leaves of absence granted to employees by the Town shall be without compensation.

10.2 Sick Leave.

- (a) No sick leave with pay shall be granted during the first three (3) months of employment. Except for full-time employees regularly assigned to work at the Transfer Station, after three (3) months of employment and up to one (1) year, an employee absent because of his own sickness shall be entitled to sick leave with pay for time absent not in excess of eight (8) work days. For full-time employees regularly assigned to work at the Transfer Station, after three (3) months of employment and up to one (1) year, an employee absent because of his own sickness shall be entitled to sick leave with pay for time absent not in excess of six (6) work days. Except for full-time employees regularly assigned to work in the Transfer Station, after one (1) year of employment, the period in any year for which an employee shall be paid while absent because of personal sickness shall be fifteen (15) work days plus the amount of any accrued and unused sick leave time in previous years. For full-time employees regularly assigned to work at the Transfer Station, after one (1) year of employment, the period in any year for which employees shall be paid while absent because of personal sickness shall be paid twelve (12) work days, plus the amount of any accrued and unused sick leave time in previous years. There shall be no limitation on the amount of accrued unused sick leave time which may be carried forward from one sick leave year to the next sick leave year, but no sick leave time which was lost prior to that date because of any such limitation previously in effect shall be regained. In order to be entitled for paid sick leave, an employee must report his sickness to his Department before the beginning of his shift on the first day of his sickness. Sick leave may be used in half day increments for personal illness or injury and, with proper advance notice, medical or dental appointments which cannot be scheduled outside the regular workday.
- (b) Allowed sick leave shall at all times be due to the employees own, personal illness or sickness provided, however, that not more than two days per fiscal year an employee may use an earned sick day to assist or care for his sick or ill child, spouse or parent. In the case of a sick leave that extends beyond three (3) consecutive days, an employee shall be required to furnish a doctor's note documenting his or her sickness. Further, once an employee shall have had ten (10) undocumented sick days in a single calendar year, meaning a day of sick leave as to which the employee has not furnished a doctor's note documenting such employee's sickness, any use of additional sick leave shall require such a doctor's note. For employees who are assigned to work at the Transfer Station, once an employee shall have used eight (8) sick days in a single calendar year, any use of sick leave shall require a doctor's note documenting such employee's sickness. If an employee who is required to furnish a doctor's note as provided herein shall fail to do so, the leave that would have otherwise been paid sick leave shall be unexcused and

uncompensated.

- (c) Loss of time directly attributable to injury incurred while performing assigned duties shall not be charged to sick leave. However, any employee who received Workmen's Compensation benefits from the Town and who has accrued an unused sick leave to his credit under this Section shall, if he so requests, be paid such of his accrued and unused sick leave allowance as, when added to the amount of such Workmen's Compensation benefits, will be equal to the amount of his full salary or wages. Such makeup payments shall be charged to his sick leave and shall be discontinued when his sick leave allowance has been exhausted.

(d) Unused Accumulated Sick Leave.

1. Accumulated unused sick leave up to a maximum of one hundred twenty (120) days at the rate of two (2) days for every three (3) days accumulated will be paid by the Town to: An employee who is required to retire from active duty as a result of an accidental injury sustained in the course of his employment by the Town; or to the surviving spouse, if any, otherwise to the dependents of an employee who dies as a result of an accidental injury sustained in the course of his employment by the Town. If the employee leaves no surviving spouse or dependents, no payment shall be made for unused sick leave.
2. Accumulated unused sick leave will be paid by the Town, at normal retirement only, according to the following schedule:

DAYS ACCUMULATED AT RETIREMENT	PAYMENT
0-149	\$10.00 Per Day
150-199	\$1,490.00 plus \$10.50 per day for days over 149
200-over	\$2,015.00 plus \$11.00 per day for days over 200

- (e) Sick Leave Bank. The Town and the Union have agreed to establish a sick leave bank as follows:

(1) Effective July 1, 2016, a sick leave bank for use by eligible employees covered by this agreement who have exhausted their own sick leave and who have a prolonged illness or injury shall be established.

(2) An employee who desires to participate in the sick leave bank shall fund the bank annually with one (1) sick leave day. However, employees who elect to participate in the sick leave bank in fiscal 2017, shall fund the bank by contributing one day from their own accrued sick leave within thirty days of the execution of this document by the Selectmen of the Town of Hingham and a second such day on January 1, 2017. Thereafter, each election shall be submitted prior to January 1st to become effective on January 1st. Elections shall be made on a form provided by

the Town. Employees who elect to participate in the sick leave bank shall remain participants in the program until the January 1st of the following year.

(3) The initial grant of sick leave by the sick leave bank committee to an eligible employee shall not exceed forty five (45) days.

(4) Upon completion of the forty five (45) day period, the period of entitlement may be extended by the sick leave bank committee, upon demonstration of need by the applicant, to a maximum of one hundred (100) days.

(5) Any sick leave granted under these sections shall be limited to those actual days used and the surplus will be returned to the bank. Example: if thirty (30) days are granted and the employee is able to return to work sooner than anticipated or if a doctor certifies the employee to be fit for work, then the days remaining would be returned to the bank.

(6) The sick leave bank shall be administered by a sick leave bank committee consisting of four (4) members. Two (2) members shall be designated by the union and two (2) members shall be designated by the Personnel Board. The sick leave bank committee shall vote the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the sick leave bank committee in administering the bank and in determining eligibility and the amount of leave:

- 1. Adequate medical evidence of serious illness or injury.
- 2. Prior utilization of all eligible sick leave.

(7) If the sick leave bank is exhausted, the sick leave bank committee may authorize the contribution of one (1) additional day of sick leave by each employee contributing to the bank. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

(8) The decision of the sick leave bank committee with respect to eligibility and entitlement shall be final and binding, and not subject to appeal.

10.3 Jury Duty. An employee called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the Court excluding allowance for travel.

10.4 Military Leave. Employees with more than six (6) months consecutive employment by the Town prior to the time of performing the service herein referred to, who are called for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid the difference between his regular pay and his military pay for a period not to exceed two (2) weeks. If an employee must be absent for more than two (2) weeks, the employee may have to take such leave without pay or use his vacation time. Such leave without pay will not be considered a break in service and will not have any impact on the employee's seniority or benefits. In order to receive pay under this section, an employee must furnish official documentation of the military pay received.

10.5 Bereavement Leave. Effective July 1, 2019, except under unusual circumstances bereavement leave without loss of pay not to exceed three (3) days, as the Superintendent or

designee may determine, may be granted by said Superintendent or designee to any employee on account of a death in the family of such employee. The employee requesting bereavement leave must notify the Superintendent or designee prior to the leave being granted. Family includes but is not limited to: spouse, children, mother, father, brother, sister, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law and brother-in-law, former spouse, step-mother, step-father, aunt, uncle, niece, and nephew.

10.6 Family Medical Leave. The Family Medical Leave Act of 1993 (FMLA) shall supersede the provisions of this Agreement to the extent that the Act provides a better benefit. Subject to certain restrictions and limitations, the FMLA generally provides that eligible employees may take up to a total of twelve (12) weeks of unpaid, job protected leave during any twelve (12) month period to care for the employee's child after birth, or placement for adoption or foster care, to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform the employee's job. Employees should contact their Department Head or the Benefit's Coordinator at Town Hall for an explanation of benefits and any limitations or restrictions on benefits under the FMLA. An application for leave based on the serious health condition of the employee or a family member, may be required to be accompanied by Medical Certification from the applicant's physician. For the purposes of this section, the Town will treat part-time employees regularly scheduled to work twenty (20) or more hours per week, who have been employed by the Town for at least twelve (12) months, and who would otherwise be eligible, as eligible for FMLA benefits under this section to the same extent as other benefit employees.

Article 11 Personal Days

11.1 Effective January 1, 2017, four (4) personal days will be granted on January 1st. Total personal days in a calendar year shall not exceed four (4) days and personal days shall not be accumulated.

Article 12 Holidays

12.1 The following are designated as holidays for regular employees:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Presidents Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Christmas Day	

Each such holiday shall be observed hereunder on the day established for its observance by Massachusetts law.

12.2 Any regular employee who performs work on such holiday shall receive, in the discretion of the Public Works Superintendent either compensation for such work at time and one-half in addition to the holiday pay to which he is entitled under Section 12.1, or compensatory time off in lieu of such compensation. Any regular employee who performs work on Christmas Day shall receive compensation for such work at double time in addition to the holiday pay to which he is entitled under Section 12.1.

Article 13
Vacations

13.1 Annual vacations with pay will be granted in each calendar year after the periods of continuous full-time employment set forth below, provided that an employee shall not become eligible for increased vacation after July 1 of any calendar year.

Time Employed	Length of Vacation
0 – 6 months	1 day for each month prior to July 1 st
6 mo – 5 yrs	2 weeks
5 yrs– 10 yrs	3 weeks
Over 10 yrs	4 weeks

13.2 Regular part-time employees shall be entitled to an amount of vacation in the ratio that their part-time employment bears to full-time employment.

13.3 Effective January 1, 2020, accrued but unused vacation time, not to exceed five (5) vacation days, may be carried over from one calendar year to the next. For employees who are assigned to work at the Transfer Station, accrued but unused vacation time, not to exceed four (4) vacation days, may be carried over from one calendar year to the next.

13.4 An employee shall be granted an additional day of vacation, if a designated holiday occurs while he is on vacation.

13.5 The Town will assign vacation time off at such times as it determines to be consistent with the operating requirements of the Departments. In the event that more employees in a job classification want the same vacation time off than can be conveniently spared by the Town for operating reasons, the Town will grant such time off to the number of such employees who can be conveniently spared, in the order of seniority. Employees shall provide a minimum of 48 hours notice prior to taking vacation day(s) off. For vacations of three (3) days or more, one week prior notice shall be provided to the Superintendent. The Department may waive the 48 hour and the one week notice if in its sole discretion it determines extraordinary circumstances apply.”

Article 14
Longevity

Regular full-time employees shall be entitled to longevity pay in accordance with the following schedule:

Continuous Full-Time Employment	Annual Amount of Longevity Pay
At least 5 years but less than 10	\$ 450
At least 10 years but less than 15	\$ 850
At least 15 years but less than 20	\$ 950
At least 20 years but less than 25	\$ 1,050
25 years or more	\$ 1,250

14.2 Longevity pay shall be paid as follows: one-half of the applicable annual amount shall be payable as of December 31, to each eligible employee and one-half of the applicable annual amount shall be payable as of June 30. Notwithstanding the foregoing, longevity pay for an employee who is retiring with a pension from the employ of the Town shall be pro-rated from the date of the last longevity adjustment to the first day of the month in which the employee retires.

Article 15 Continuity of Operations

15.1 The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sit down, slowdown, withholding of services, boycott (whether primary or secondary), picketing, demonstration at the Town's premises, or any other direct or indirect interference with the Town's operations. The Town agrees not to conduct a lockout.

15.2 The Town may impose disciplinary action including discharge upon any and all of the employees involved in a violation of this Article. Such action shall not be subject to the grievance or arbitration procedures hereunder except as to the question of whether or not the employees who were disciplined, in fact engaged in, induced or encouraged such conduct.

15.3 In the event of a violation of this Article, the Town or the Union may institute legal action immediately against the other.

Article 16 Deductions

16.1 Dues and Initiation Fees: Dues and initiation fees will be deducted from the pay of any employee who has executed and forwarded to the Town's Human Resources Director the written authorization in the form attached to this Agreement as *Appendix B*. Such written authorization shall remain in effect until revoked by the employee by sixty (60) days advance written notice to the Town and the Union. The Union shall notify the Town's Human Resources Director in writing of the amount of the monthly dues and initiation fees, and any changes in such amounts. The Town agrees to remit to the Union all such deductions taken from the first payroll of each month, such remittance shall be by the second payroll of each month. The Employer shall not make deductions and shall not be responsible for remittance to the Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction. No deduction shall be made which is prohibited by applicable law.

16.2 Credit Union Language: The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions in the form attached to this Agreement as *Appendix C*. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION each week by electronic transfer methods. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

16.3 Teamsters Local 25 Teamster Care Dental and Vision Benefits Plan: The Town

agrees to deduct from the wages of each employee who shall have given the Town written authorization in the form attached to this Agreement as *Appendix D*, employee paid premiums for the Teamster Local 25 Teamster Care Dental and Vision Benefits Plan. The amounts so deducted shall be remitted to the Plan Administrator each week by electronic transfer method. It is understood that the full cost of participation in the Plan is the responsibility of the employee, and none is the responsibility of the Town. The Town shall not make deductions and shall not be responsible for remittance to the Plan Administrator for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

16.4

16.4 Indemnification: The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with this Article.

Article 17 Miscellaneous

17.1 Clothing Allowance. The Town agrees to pay to each full-time employee a clothing allowance as follows: \$1,000 per year, of which \$200.00 shall be paid by way of voucher effective July 1, 2016. This is to be paid in September of each year. In addition, the Town agrees to continue to furnish, at its expense, coveralls for Transfer Station, Shop and Sewer Department employees; rubber boots, work gloves, rain gear and painters pants and any other article of clothing that the Town shall require. The Town will also continue to provide cleaning of work clothes for employees at the Transfer Station, Shop, and Sewer Departments, and any other employees who as of July 1, 2016, use the cleaning service or other emergency.

17.2 Meal Allowance. Employees working during storms or other emergencies will receive a meal allowance of \$35.00 after four (4) hours of overtime on that work day and an additional allowance after each consecutive eight (8) hours of work thereafter during a storm or other emergencies.

17.3 Licenses. The Town will reimburse employees for any Town mandated license, with the exception of an automobile driver's license.

17.4. Education. With prior approval of the Superintendent, employees may receive job related training. Such approval will include the training to be received and the entity to provide the training. Time spent during job related training will be paid at the employees' applicable rate of pay.

17.5 Safety Committee. There will be a Safety Committee, comprised of the Superintendent of Public Works two (2) DPW Supervisors, and two employees of the rank and file Union, which will meet upon the request of two (2) members, but not less than quarterly, to discuss matters relating to employee safety.

17.6 Work Restrictions. The Town agrees that except in cases of emergency (when the temperature becomes oppressive, either too hot or too cold) the continuance of work for the duration of a shift will be at the discretion of the Superintendent. The Superintendent may reassign employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work. Should the Superintendent order the suspension of work for

the remainder of a shift, the employees so relieved will be paid straight time rates to the end of the shift.

17.7 Bulletin Boards. The Town shall provide space on bulletin boards in conspicuous places to be used by the Union solely for the posting of official Union notices, rules and regulations signed by the President or the Secretary-Treasurer of the Union. No such notice, except meeting notices, shall be posted unless it has first been approved for posting by the signature of the Superintendent, which approval shall not be unreasonably withheld. Such bulletin board space shall not be used for denunciatory or inflammatory material or political propaganda.

17.8 Drug or Alcohol Abuse. When administering disciplinary action for drug or alcohol abuse as determined under the Town Drug and Alcohol Testing Policy, the Town subscribes to the principle that like discipline will be applied in like circumstances. An employee who returns to work after having complied with all the rehabilitation and other requirements of the Town Drug and Alcohol Testing Policy will be terminated if there is a second violation of such Policy within five years of the date of the prior violation.

17.9 Town Vehicles. Before any changes to the Town's Vehicle Policy are made, the Town will advise the Union and the Board of Selectmen will meet with the Union. If any discipline arises regarding use of Town vehicles, said discipline will be subject to the grievance and arbitration procedure.

17.10 Class A License Stipend. Effective July 1, 2019, current members who have a Class A license as of July 1, 2017 and maintain such license throughout the fiscal year shall be entitled to a stipend of \$400.00 per fiscal year.

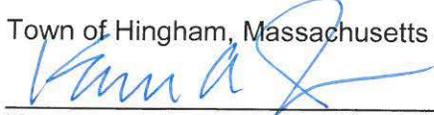
Article 18 Complete Agreement

This Agreement contains and constitutes the complete and entire Agreement between the parties. No additions, waivers, deletions, changes or amendments of this Agreement shall be made during the life of this Agreement except by mutual written consent of the parties hereto. If any provision of this Agreement is held invalid by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

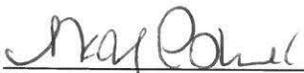
Article 19
Duration

This Agreement shall remain in full force and effect from July 1, 2020 through June 30, 2023.

Town of Hingham, Massachusetts



Karen Johnson, Chair



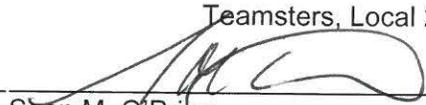
Mary Power



Joseph Fisher

Date: 1-21-20

Teamsters, Local 25



Sean M. O'Brien
President/Principle Officer



Andrew Walsh

Business Agent

Date: 1/17/20

APPENDIX A
Memorandum of Agreement
between
Town of Hingham, Massachusetts
and
Teamsters Local 25

This memorandum of Agreement sets forth the terms of agreement between the parties effective July 1, 2016, as follows:

1. The Town will allow an additional five (5) minutes for lunch periods of employees on pay day.
2. To the extent required by existing laws the Town will provide appropriate inoculations for Sewer Department employees who have actual contact with raw sewage or harmful chemicals.
3. All employees who are not residents of the Town of Hingham will be provided access to Town facilities.
4. The Town will provide photo identification cards to Town employees.
5. It is understood that abusive language by either employees or management is inappropriate and will not be tolerated by either party.
6. The Town will provide the Union a letter verifying that employees are covered by Town liability insurance which is carried on a self-insured basis when operating Town vehicles.

APPENDIX B
Memorandum of Agreement
between
Town of Hingham, Massachusetts
and
Teamsters Local 25

Authorization for Deduction of Dues and Initiation Fees

Name (print) _____

Address _____

City/State/Zip _____

Where Employed _____ Date Employed _____

I, the undersigned soon to be member or current member of Local Union 25, International Brotherhood of Teamsters hereby authorize my employer to deduct from my wages and pay to Local 25, initiation fees and membership dues in such amounts as may be established by such Local Union from time to time and in accordance with the agreement between such Local Union and my employer.

This authorization and direction for the deduction of initiation fees and dues shall remain in full force and effect until revoked by me upon sixty (60) days advance written notice to the Town and the Union.

Employee Signature _____ Date Signed _____

Social Security Number _____

Initiation Fee \$ _____

Amount of Installment \$ _____

Duration of Weekly Installments _____(weeks)

Weekly Dues \$ _____

APPENDIX C
New England Teamsters Federal Credit Union
Payroll Deduction Authorization

CREDIT UNION MEMBER NAME: _____

SOCIAL SECURITY NO: _____ EMPLOYER NAME : _____

EMPLOYER ADDRESS: _____

I hereby authorize and request my employer to deduct the amounts specified below from my pay for the purpose of enabling me to make deposits in or repay loans from the New England Teamster Federal Credit Union.

This authorization shall remain in full force until revoked by me upon not less than thirty (30) days written notice to the municipal treasurer and by filing a copy of such written revocation with the treasurer of the above credit union.

FOR EMPLOYER PAYROLL AND DIRECT DEPOSIT, OUR ABA ROUTING NUMBER IS 211081892.

___ DEDUCT each payroll period \$ _____ dollars from my pay and transmit same to New England Teamster Federal Credit Union until further notice.

IMPORTANT: Please distribute Payroll Deduction as follows:

\$ _____ to Savings Account

\$ _____ to Checking Account

\$ _____ other Account: _____

___ CHANGE my Credit Union Deduction from \$ _____ to \$ _____ from my pay, each payroll period, and transmit same to New England Teamster Federal Credit Union until further notice.

COMPLETE ABOVE FOR DISTRIBUTION.

___ CANCEL my Credit Union deduction in the amount of \$ _____.

SIGNATURE OF EMPLOYEE (Required) _____ **Date:** _____

INSTRUCTIONS: COMPLETE ALL SECTIONS, SIGN AND MAIL TO:
LEAST

New England Teamster Federal Credit Union
PO Box 1498, Arlington, MA 02474

PLEASE ALLOW AT

FOR CHANGES TO
BECOME EFFECTIVE

APPENDIX D

**Teamsters Union 25 Health Services & Insurance Plan
Dental/Vision Program Rates**

Date	Rate Hour/Week/Month
Jan-19	0.97/38.80/168.13
Jan-20	1.03/41.20/178.53
Jan-21	1.10/44.00/190.66
Jan-22	1.10/44.00/190.66
Jan-23	1.10/44.00/190.66

Approved November 2019

SALARY SCHEDULES

Public Works Department Supervisor

**Schedule A
Effective July 1, 2020**

PW-S

<u>PW-S</u>					
<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>\$37.84</u>	<u>\$39.71</u>	<u>\$41.72</u>	<u>\$43.81</u>	<u>\$46.00</u>	<u>\$47.67</u>

Effective July 1, 2021

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>\$38.60</u>	<u>\$40.50</u>	<u>\$42.55</u>	<u>\$44.69</u>	<u>\$46.92</u>	<u>\$48.62</u>

Effective July 1, 2022

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>\$39.37</u>	<u>\$41.31</u>	<u>\$43.40</u>	<u>\$45.58</u>	<u>\$47.86</u>	<u>\$49.59</u>