

AGREEMENT

BY AND BETWEEN

TOWN OF ORANGE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888

JULY 1, 2004--JUNE 30, 2007

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AGREEMENT BETWEEN THE TOWN OF ORANGE AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 888

PREAMBLE

This Agreement between the Town of Orange, hereinafter referred to as the "Employer", and the Service Employees International Union Local 888, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and the setting forth of the basic Agreement covering hours of work and other conditions of employment to be observed between the Parties hereto.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to hours and other conditions of employment for all maintenance employees excluding all supervisory, managerial and confidential employees at the Town of Orange, Orange, Massachusetts. A copy of the Union certification is hereto annexed and marked "A".

ARTICLE 2 UNION REPRESENTATION

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this agreement and shall act, represent and negotiate agreements and bargain collectively for all employees in the bargaining unit, and shall be responsible for representing the interest of such employees without discrimination and without regard to whether or not said employees are union members.

PROBATIONARY PERIOD CLAUSE

A newly hired employee during his/her first six (6) consecutive months of employment shall be a probationary employee and shall not accrue any seniority in the bargaining unit. During his/her probationary period, the Employer may discharge him/her and terminate his/her employment in its sole judgment without recourse by said employee or the Union, and the Employer's actions shall not be subject to the grievance or arbitration provisions of this Agreement. If the Employer retains said employee after the completion of his/her probationary period, his/her seniority in the bargaining unit shall be computed from the first day of his/ her employment.

During his/her probationary period, the employee will not acquire any seniority; will not be entitled to receive pay for any of the fringe benefits set forth in this Agreement that fall within his/her probationary period. The employee shall compute his/her seniority rights retroactive to the date of his/her hiring.

The Town reserves the right to extend the probationary period for thirty (30) days with the agreement of the Local Union.

ARTICLE 3 PAYROLL DEDUCTION/UNION DUES

Section 3.1: The Union shall have the exclusive right to the checkoff and transmittal of Union dues of each employee.

Section 3.2: An employee may consent in writing to the authorization of the deduction of union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall be of the signature of the employee. An employee may withdraw his/her union dues checkoff authorization by giving at least sixty (60) days notice in writing to the Employer.

Section 3.3: The Employer shall deduct from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the treasurer of the Union.

Section 3.4: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability arising out of the deduction of money for union dues from an employees' pay. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been turned over to the treasurer of the Union. The voluntary authorization of the deduction specified therein shall be as follows:

"I hereby authorize and direct the Town Treasurer to deduct from any earnings accumulated to my credit any monthly membership dues charges against me by Local 888 of the Service Employees International Union upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (treasurer) of that organization, agreeing that the said Town of Orange, its officers and agents, shall be saved harmless for such deductions made under these circumstances. It is understood that I reserve the right to withdraw the authorization by giving at least sixty (60) days notice to the Town of Orange Treasurer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the treasurer of said Local 888."

ARTICLE 4 AGENCY FEE

Section 4.1: In accordance with General Laws, c. 150E, sec. 12, all employees covered by this agreement who are not union members shall, after thirty (30) days of employment or the effective date of this agreement, whichever is latter, be required as a condition of employment to pay the Union an Agency Service Fee, commensurate with the actual cost of collective bargaining and contract administration. Such Agency Service Fee shall not exceed the cost of the Union dues charged to employees in the unit who are members of the Union.

The Union agrees to provide an employee of the bargaining unit subject to this service fee with a substantiation of the fee when demanded by the employee.

Section 4.2: The Employer shall deduct Agency Service Fees from the pay of the employees who request such a deduction in accordance with Town policy to the Treasurer of the Union together with a list of employees whose dues are transmitted, provided that the Town Treasurer is satisfied by such evidence that he/she may require that, the Treasurer of the Union has given to the Town a bond, in a form approved by the Town Treasurer for the faithful performance of his/her duties.

Section 4.3: The Union shall reimburse the Employer, Town of Orange, for any expenses incurred as a result of being ordered to reinstate an employee suspended at the request of the Union for not paying the Agency Service Fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for the failure to pay the Agency Service Fee. In such litigation, the Employer shall have no obligation to defend the suspension.

ARTICLE 5 NONDISCRIMINATION

The Employer shall not discharge nor discriminate against any person with respect to promotion, assignments, or any other matter because of race, color, religion, sex, age national origin, union membership or union office, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Any questions of discrimination may be processed through an appropriate administrative agency or through the grievance / procedure. However, once an administrative or legal appeal is initiated in any other form other than the grievance arbitration procedure provided herein, then the grievance arbitration procedure will be stopped or closed. The intent of this section is to protect against dual litigation of the same issue.

ARTICLE 6 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 and the Department of Public Works are retained and reserved exclusively to the Town and and the Department of Public Works including but not limited to the rights to manage the affairs of the Town and the Department and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his services; to hire, promote, assign and retain employees; for just cause, to transfer, discipline, suspend, demote and discharge employees; to require reasonable overtime; to promulgate and support reasonable rules and regulations pertaining to the operations of the Department and to the employees.

The enumeration of management rights in this Article is not to be construed as a limitation of management rights but rather as an illustration of the nature of the rights inherent in management.

To employ additional temporary personnel during snow and ice removal operations, to supplement the work force, to be paid at an equivalent rate of pay as the employees within the bargaining unit for same work performed at the minimum step for that position.

To utilize managerial employees excluded from the terms of this Agreement to perform any operations within the Department of Public Works.

The preceding two (2) paragraphs shall not be used to reduce the work force or to prevent overtime to the employees of the bargaining unit.

ARTICLE 7 GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties shall be processed in accordance with the following procedure:

Definition of Grievance: The word "grievance" shall mean a difference of opinion arising during the term of this Agreement between the Town and the Union concerning the interpretation or application of the express provisions of this Agreement. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Step 1 -- Informal Meeting: The parties agree that the grievant and the Department Head, or his designee, shall meet within five (5) working days of the grievance or reasonable knowledge of its occurrence, in an informal manner, at which time all parties involved in the grievance shall attempt to adjust the matter. Decisions at this level will not serve as precedents for future adjustments. In the event that it cannot be resolved, the grievant shall reduce the matter to writing and present it in accordance with Step 2 of this procedure.

Step 2 -- Department Head: The grievant shall present the grievance in writing to the Department Head, or his designee, within five (5) working days of the date on which the informal meeting was held, or if no informal meeting is held within five (5) working days of the grievance or reasonable knowledge of its occurrence. The written grievance shall contain a statement of the grievance, facts involved, the specific provisions of the Agreement alleged to be violated and remedy requested. The Department Head shall attempt to adjust the dispute and render a decision in writing stating the basis for his decision within five (5) working days of receipt of said grievance.

Step 3 -- Town Administrator: If the grievance has not been resolved, or if the Department Head has failed to render a decision within the time provided, the grievant may present it, in writing, to the Town Administrator within five (5) working days from receipt of the decision of the Department Head, or the expiration of time when decision was due, whichever is latter. The Town Administrator, or his/her designee, shall render a decision, in writing, on the grievance stating the basis for such decision within ten (10) working days from the date it was submitted to them.

Step 4 -- Arbitration: In the event that the grievance remains unresolved, the Union shall notify the Employer in writing that it intends to submit the grievance to arbitration. The Union and not any individual employee, may submit the matter to arbitration.

The notice shall be accompanied by a request to the American Arbitration Association or Board of Arbitration and Conciliation of the Commonwealth of Massachusetts for a list of arbitrators and shall be filed within ten (10) days after receipt of the decision at Step 3, or the expiration of the time fixed for such decision, whichever is later.

The request for arbitration shall be submitted to the American Arbitration Association or the Board of Arbitration and Conciliation of the Commonwealth of Massachusetts which will provide a list of arbitrators from which a selection will be made in accordance with the rules for the American Arbitration Association or the Board of Arbitration and Conciliation of the Commonwealth of Massachusetts. The arbitrator's fee shall be borne equally by the parties.

Within ten (10) days after the acceptance of appointment by said arbitrator, the Union shall submit the grievance to him/her. The arbitrator shall hold hearings promptly and unless the time be extended by mutual agreement, shall issue his/her award not later than sixty (60) days from the date of the closing of hearings, or if oral arguments have been waived, from the date of submission to him/ her for the final statements and proof. The arbitrator's award shall be in writing and set forth his/her findings, reasonings, and conclusions. The arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor shall he/she usurp the functions of the Employer of the proper exercise of its judgment or discretion under the law and the Agreement.

The arbitrator shall have no power to recommend or impose any right or relief for any period of time prior to the effective date of this Agreement.

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award of punitive damages; and provided further that, save as in hereinafter provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, or termination, of any member of the bargaining unit. The decision or award of the arbitrator shall be final and binding in accordance with the General Laws of Massachusetts, Chapter 150C.

General Provisions:

1. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity. If management does not meet the time limits prescribed in this step, the grievance shall be advanced to the next step.
2. Nothing herein contained shall preclude extension of the time limitations provided by this Article by mutual agreement of the parties.
3. The Union may be represented by a grievance committee of not more than two (2) individuals to be designated by its business representative, one of whom shall be the steward.

4. The steward and the grievant shall suffer no loss in pay for time spent during their regular working hours in attendance upon the meetings provided in Steps 2 and 3.
5. No member of the bargaining unit shall leave his job assignment during working hours to present, discuss or investigate a grievance without first obtaining the consent of his Department Head.
6. If, in the judgment of the Union and the Employer, the grievance affects a group or class of employees, then one such grievant shall be designated to represent the class and only one grievance shall be processed and the final decision of the designated grievance will be binding on the class.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, will be jointly prepared by the Employer and the Union.
8. Employees who have been employed in the bargaining unit for less than six (6) months are not entitled to utilize the procedural steps of this Article.

ARTICLE 8 BULLETIN BOARDS

The Employer shall maintain a bulletin board for the posting of notices of union meetings in the various departments of the Department of Public Works. All such notices must be approved by the Town.

ARTICLE 9 SENIORITY

Section 9.1: Definition. Seniority shall be defined as length of continuous permanent service within the particular department in which the employee is employed.

Section 9.2: Acquisition. A probationary employee who successfully completes a probationary period will be credited with seniority retroactive to his date of hire.

Section 9.3: Seniority List. A list of regular full time employees in order of seniority for each department shall be drawn up by the Town on or about January 1 of each year and shall be posted in the appropriate department for a period of not less than thirty (30) days. A copy of such list shall be mailed to the Union. Any objections to the contents of the list shall be reported, in writing, to the Department Head and the Union within ten (10) days of the posting, or else the list as posted will be deemed to be correct.

Section 9.4: Rights of Transfer. Any employee who is employed by any department of the Town and transfers to another department, as a permanent employee, shall retain all previously accrued vacation and sick leave benefits and any other accrued benefits. For the purpose of seniority within the new department only, the employee's adjusted seniority date shall be the date of transfer to the new department.

ARTICLE 10 PROMOTIONS

Section 10.1: A promotion shall mean an advancement to a higher salary grade within the particular department in which the employee is employed. This Article is applicable to all promotions except those reasonably anticipated to be for less than six (6) months and its application in all cases is restricted to employees who possess the educational training, and/or experience requirements established by the Employer for the appointment to the relevant position.

All vacancies, excluding those reasonably anticipated to be for less than six (6) months shall initially be posted for five (5) work days within the department. After this period the posting may be posted outside the department.

It is understood that the preceding paragraph will not limit the Employer from hiring outside the department or bargaining unit. In the event a person is hired from outside the department to a bargaining unit position, such action shall be subject to the grievance procedure through the last internal step as provided by Article VII of this Agreement if the Union alleges such employee does not meet the minimum requirements of the vacancy, established by the Employer. This section is not subject to arbitration.

Section 10.2: The provisions of this Article shall only apply to all bargaining unit positions except approved managerial and confidential exclusions.

Section 10.3: The following factors and priorities shall be used by the appointing authority, or its designee, in selecting the employee for a promotion:

(a) Ability to do the job as determined by, but not limited to: (1) experience and competence (job performance) in the same or related work and (2) education and training related to the vacant position;

(b) Work history;

(c) Seniority, as measured by the length of service within the particular department in which the employee is employed.

In the event that a bargaining unit employee is aggrieved by the decision of the appointing authority and the selection of the candidate to a position defined in paragraph 10.2 above, the aggrieved employee may utilize the grievance procedure through the last internal step as provided in Article VII of this Agreement. This Section is not subject to arbitration.

Section 10.4: Positions to be filled under the provisions of this Article shall be posted for seven (7) calendar days. In like manner, the Employer shall post the name of the person selected to fill the position. The Union shall be furnished copies of all such postings.

The appointing authority may reasonably determine the positions in which employees must be employed and/or the requisite experience the employee must possess in order to be eligible to apply for a given promotion.

The job postings shall include the job title, salary grade, eligibility requirements and other pertinent information.

Section 10.5: An employee promoted in accordance with this Article whose performance is unsatisfactory may be returned to his/her previous job title under the jurisdiction of the appointing authority. If an employee's performance is determined to be unsatisfactory at any time during the probationary period of six (6) months, such determination shall not be the subject of the grievance procedure.

Section 10.6: Notwithstanding the above paragraphs, an employee has the absolute right to return to his/her former job title within ten (10) days from their promotion to a higher job title. In addition, an employee subject to the approval of the appointing authority, may return to his/her former job title at any later date, provided there is a position available under the jurisdiction of the appointing authority.

ARTICLE 11 LAY OFF

Section 11.1: The Town may lay off an employee for lack of work, lack of funds and other legitimate reasons.

Section 11.2: An employee who is to be laid off shall receive written notice of the impending lay off not less than five (5) working days prior to the effective date of the lay off.

Section 11.3: The following factors and priorities shall be used by the Town in selecting which employee(s) will be laid off:

- (a) Ability to do the job as determined by, but not limited to: (1) experience and competence (job performance)in the same or related work; (2) education and training related to the needs of the Town.
- (b) Work history;
- (c) Seniority, as measured by the length of service within the particular department in which the employee is employed.

Section 11.4: An employee who is to be laid off shall have the right to bump a less senior employee within his work unit, provided the bumping employee is determined by the Superintendent, at his sole discretion, to be qualified to do the work of the bumped employee. The Superintendent's decision as to qualifications shall be final and is not subject to the grievance procedure as outlined in Article 7 of the contract.

Section 11.5: An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of the lay off. Employees shall be recalled by seniority inverse order of lay off, provided an employee being recalled is determined by the Superintendent, at his sole discretion, to be qualified to do the work of the position to which he would be recalled. The Superintendent's decision as to qualifications shall be final and is not subject to the grievance procedure as outlined in Article 7 of the contract.

Section 11.6: An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Town no later than five (5) working days after the date of such notice if he/she wishes to be reinstated. If the employee fails to respond within the specified period ,he/she shall forfeit his/her recall rights. Failure to report back to work will be considered just cause for termination under Article 25.

Section 11.7: An employee who is recalled and reinstated shall be credited with such wage and fringe benefits as he/she was entitled to at the effective date of the lay off.

Section 11.8: In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Town of the address to which notice shall be sent, and the Town may rely on such information as supplied by the employee.

ARTICLE 12 VACATIONS

Section 12.1: The vacation year shall be the period from July 1 to June 30, inclusive.

Section 12.2: Vacation leave with pay shall be credited to full-time employees who have Completed one year of continuous service and who are employed by the Town on June 30 based on work performed during the preceding 12 months as follows:

<u>Length of Continuous Full-Time Credited Service for Employees as of June 30</u>	<u>Vacation Credit Accrued</u>
One year, but less than 5 years	Two (2) weeks
5 years, but less than 10 years	Three (3) weeks
10 years, but less than 20 years	Four (4) weeks
20 years or more	Five (5) weeks

Section 12.3: A full-time employee, on leave without pay, shall have his/her vacation leave earned that year reduced by the percent determined by dividing the days without pay by the scheduled work days in the vacation year.

Section 12.4: Vacation leave earned during any vacation year shall be credited on the last day of the fiscal year and shall be available during the next vacation year.

Section 12.5: A regular part-time employee shall be granted vacation leave in the same proportion that his/her part-time service bears to full-time service.

Section 12.6: A regular part-time employee who is absent without pay shall have his/her vacation leave earned that year reduced by the percent determined by dividing the hours without pay by the total number of scheduled hours of work in his/her vacation year.

Section 12.7: The scheduling of vacations is exclusively reserved to the Employer. The Employer shall consider the following when granting vacations: seniority, choice of the individual, and needs of the department.

Section 12.8: Vacation days are not cumulative and must be taken within the year granted.

Section 12.9: Once the vacation schedules are approved by the Department Head, the vacation schedule shall be posted in a place for all employees to see. The Employer reserves the right to change or exchange vacation periods in those situations which are required by manpower shortage, illness or emergency.

ARTICLE 13 BEREAVEMENT LEAVE

In the event of death in the immediate family, the employee will be allowed paid leave at his/her regular rate for up to three (3) working days between the date of death and the date of internment, provided that such days are days that the employee would have worked.

For the purpose of this Article, immediate family shall be defined as mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent.

The employee shall file a written request on a form provided by the Town documenting the relationship and the time required.

ARTICLE 14 JURY DUTY LEAVE

A regular full-time employee called for jury duty, or to testify as a witness in a matter before a legal tribunal which involves the Town of Orange, shall be paid an amount equal to the difference between the monies received by said tribunal, other than travel allowances, and the pay he/she would have received from the Town.

An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption and court service will permit two (2) or more consecutive hours of employment. Court leave shall not effect any employment rights of the individual.

No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

ARTICLE 15 INSURANCE

Section 1: The Employer agrees to pay 75% of the cost of the premium of group health insurance coverage for members of Local 888 and will maintain the existing life insurance package.

Section 2: The Union and the Town further agree that the Town may in its sole discretion offer HMO plan(s) to employees who may elect to choose the HMO instead of the indemnified plan.

ARTICLE 16 INDEMNIFICATION

Indemnification of employees as provided by the laws of Massachusetts shall be continued.

ARTICLE 17 HEALTH AND SAFETY

The Employer and the Union consider health and safety to be of vital importance. Any employee considering any condition or equipment to be unsafe shall promptly report the same to his supervisor and if not corrected, to the Steward. Any grievances involving the interpretation or application of this Article may be processed through the third step of the grievance procedure as set forth in Article 7, but may not be subject to arbitration.

The Town agrees that vehicles and equipment shall be repaired when needed.

ARTICLE 18 UNION STEWARDS

The employees shall select not more than two (2) Union Stewards whose names shall be furnished to the Employer and the Department Head. Stewards shall be granted reasonable time, if necessary, during working hours to resolve grievances without loss of pay or other benefits. The above stewards will, however, obtain permission from their respective Department Head for the time referred to in the previous sentence. The Union agrees that it will not conduct union business in Town facilities other than the investigation of grievances.

It is agreed that only one (1) Steward will process a particular grievance.

ARTICLE 19 ZIPPER CLAUSE

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement unless both parties agree to reopen on a particular item or items.

ARTICLE 20 VOIDABLE WAIVER CLAUSE

The withholding or failure by either party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise the right in the future in a way that does not conflict with the specific terms of this Agreement

ARTICLE 21 ON THE JOB INJURY

Employees will continue to enjoy the benefits for injury incurred in the performance of their duty, as provided by the Town of Orange. An employee shall, as soon as possible, and in no instance later than five (5) working days from termination of his daily shift, report in writing to his/her superior any injury relating to this Article.

ARTICLE 22 HOLIDAYS

Section 22.1: The following days shall be considered paid holidays. (a) New Year's Day; (b) Martin Luther King Day; (c) Washington's Birthday; (d) Patriot's Day; (e) Memorial Day; (f) Independence Day; (g) Labor Day; (h) Columbus Day; (i) Veteran's Day; (j) Thanksgiving Day; and (k) the day after Thanksgiving (l) Christmas Day.

Section 22.2: To be eligible for the stated paid holidays, employees shall have worked their regular shift on the last scheduled day immediately before and the first scheduled day immediately after the holiday, except in those instances where an employee is verifiable absent due to illness.

Section 22.3: Holiday Pay

Section 22.3.1: When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay for such holiday.

Section 22.3.2: When a holiday occurs on a day that is not an employee's regular workday, if the employee's usual workweek is five or more days, he/she at the option of the Employer shall receive pay for one day at his/her regular rate or one compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Department Head.

Section 22.3.3: An employee required to work on a holiday shall receive a compensatory day off with pay within sixty days following the holiday to be taken at at time approved by the Department Head or if a compensatory day cannot be granted by the Department Head because of a shortage of personnel or other reasons, then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for the holiday worked.

ARTICLE 23 PERSONAL LEAVE

Section 23.1: Full-time employees who have completed their probationary period will be entitled to three (3) personal days with pay for a fiscal year.

Section 23.2: Notice. Except for emergencies, the employee will give reasonable notice in writing to the Department Head when requesting a personal day of leave. For the purpose of this Article, reasonable notice is defined as three (3) calendar days.

Section 23.3: Approval. All requests for a personal day of leave must have the approval of the Department Head or his designee. If the request is denied, the Department Head or his designee will specify the reasons why.

Section 23.5: Non-Cumulation. Personal days are not cumulative and must be taken within the fiscal year earned.

ARTICLE 24 SICK LEAVE

Section 24.1: Definition. Sick leave, as used in this Article, shall be defined as "absence from work without loss of pay because of injury or illness, or serious illness within the immediate family of the employee which requires the personal presence of such employee as certified to in writing by a sick leave affidavit. "

Section 24.2: Amount. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month provided that the employee has completed his/her probationary period. If such sick leave allowance is not used in any fiscal year, it may be accumulated to an unlimited amount.

Section 24.3: Reporting. When an employee finds it necessary to be absent from duty because of illness or injury, he/she shall report the fact to the Department Head at least one (1) hour prior to his scheduled tour of duty.

Section 24.4: Exclusion. Self-imposed injury or injury or illness resulting from the recreational use of alcohol or drugs, shall not be considered a proper claim for sick leave under this Article.

Section 24.5: Prolonged Absence. Employees who are absent because of injury or illness for a period of more than three (3) working days may be required to present a physician's certificate to the Department Head stating the reason for and length of absence.

Section 24.6: Convalescent Location. An employee signed out on sick leave shall notify the Department Head of his whereabouts if other than his home address.

Sick Leave Affidavit Replaced with Sick Bank at the back of contract

ARTICLE 25 DISCHARGE

Section 25.1: The Employer shall have the right to discharge employees in its sole discretion at any time for just cause. Without limiting the generality of the foregoing, just cause includes among other causes; fighting; insubordination; infraction of safety rules; engaging in work stoppage of any kind; use of intoxicants or drugs on the premises; or arriving for work or working in an unfit condition; possession of firearms or dangerous weapons on the premises. Where an employee is found to have committed any of the above offenses, he shall subject himself to immediate discharge without prior corrective disciplinary action.

Section 25.2: The Employer shall notify the Union in writing of any discharge. If the Union claims that such discharge has been made without just cause, it must make such claim in writing within ten (10) working days from receipt of such notice, and the matter shall be disposed of under the grievance procedure of this Agreement.

Section 25.3: If the arbitrator finds that the discharge was not for just cause, as provided in this Agreement, he may reinstate such employee with such compensation for time lost as the arbitrator may determine.

Section 25.4: An employee must leave the premises of the Employer immediately upon notification of discharge. The failure of the employee to do so promptly and in an orderly manner shall in itself be sufficient cause for discharge.

ARTICLE 26 LONGEVITY

Section 26.1: Payment. Each employee, in addition to the wages specified in Article 33 shall, on his/her anniversary date of each year, be entitled to payments in accordance with the following schedule:

<u>Continuous Years of Services</u>	<u>Amount</u>
Five (5) through Nine (9) years	100.00
Ten (10) through Fourteen (14) years	200.00
Fifteen (15) through Nineteen (19) years	300.00
Twenty (20) through Twenty-Four (24) years	350.00
Twenty-Five (25) years or more	400.00

Section 26.2 Separation. In case of separation from the Department due to death, the above agreed amount due the employee shall be paid to his/her next of kin. Payment shall be made in the full amount agreed above on the employees anniversary date of the fiscal year in which death occurred.

ARTICLE 27 NO STRIKE NO LOCKOUT CLAUSE

The Union agrees that during the term of this Agreement, it shall not authorize, condone, encourage, sanction or permit any strike or continuation of a strike of any kind, including any form of stoppage, slowdown, sitdown, interference with or interruption of the operations of the Town. The Town agrees that there shall be no lockout of any unit personnel.

The Union further agrees that there will be no third party strikes or interruptions of work at the Town during the terms of this Agreement because of any other disputes or disagreements arising between other employers or unions who are not signatory parties to this Agreement.

Upon notification by the Town that a violation of this Article exists or is threatened, the Union shall immediately take all steps within its power to prevent or terminate any action or conduct in violation of this Article.

Employees who violate this provision shall be subject to immediate discharge. Any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article 7 of this Agreement .

ARTICLE 28 CLOTHING ALLOWANCE

The Town will budget four hundred and twenty five (\$425.00) Dollars for each permanent, full time employee for replacement of work clothes. Requests for replacement will be granted on an as-needed basis subject to limitations in each employee's budget and approval of his/her supervisors. Within ten (10) calendar days of the purchase of work clothes, the employee will furnish his/her supervisors with a proof of purchase of said clothes.

ARTICLE 29 LICENSE REIMBURSEMENT

Section 29.1 The Town agrees to reimburse all unit employees for the cost of obtaining and subsequently maintaining professional licenses which enable unit employees to carry out the requirements of their respective jobs.

Section 29.2 The Town, in its sole discretion, will determine which licenses are necessary for the unit employees to obtain and subsequently maintain in order to carry out their respective job functions.

Section 29.3 Unit employees will submit to their Department Heads proof of payment, in a form satisfactory to the Town, of the cost of a license.

Section 29.4 It is agreed by the Union and the Town that the Town will not reimburse unit employees for the cost of obtaining a basic CDL drivers license from the Registry of Motor Vehicles. The Town agrees to reimburse employees for the cost of endorsements over and above the basic CDL operating license subject to the provisions of Section 2 of this Article.

ARTICLE 30 LEAVE OF ABSENCE

Section 30.1: Authorized Leave of Absence. An employee who has exhausted his/her vacation leave and/or personal leave may request in writing that he/she be granted a leave of absence without pay from the Employer. Said request should state with specificity the reasons for the requested leave. Prior to requesting said leave, the employee shall notify the Union of his request for an authorized leave of absence.

The Employer, at its sole discretion, may grant an authorized leave of absence. Said authorization must be in writing. The maximum leave of absence shall be for thirty (30) days and may be extended by the Employer for like periods upon notification to the Union.

Employees while on an authorized leave of absence, shall not accumulate sick, personal, or vacation leave credits.

During the period of absence, the employee shall not engage in gainful employment. Failure to comply with the provisions of the Article shall result in termination.

Section 30.2: Unauthorized Leave of Absence. Any employee who is absent without permission from work for a period of seven (7) days is deemed to have abandoned his/her position.

ARTICLE 31 HOURS OF WORK

Section 31.1: The "tours of duty" or "standard work week schedule" shall consist of five (5) days of eight(8) hours per day and two(2) days off per week and for working this schedule, the employee shall be paid his/her regular weekly salary.

Section 31.2: At the sole discretion of the Town, an employee may agree to a work week schedule of four(4) days of ten(10) hours per day and three(3) days off per week and for working this schedule, the employee shall be paid his/her regular weekly salary.

Section 31.3: If an employee and the Town agree to a schedule pursuant to Section 31.2, it is understood by the parties that the employee must remain on the four(4) day ten(10) hour schedule in increments of ninety(90) calendar days. At the expiration of any ninety(90) day increment, either party may demand a return to the standard work week schedule as defined in Section 31.1.

Section 31.4. All employees are entitled to two (2) fifteen (15) minute breaks during the day. The breaks shall be taken in the morning and the afternoon. Highway Department employees who opt for the "standard work week schedule" as defined under Section 31.1 shall take one(1) fifteen (15) minute break in the morning.

Section 31.5. All breaks shall be taken at the then current job location. It is understood by the parties that inclement weather and personal needs will be taken into consideration as to the location of the break.

ARTICLE 32 OVERTIME AND CALL-IN PAY

Section 32.1 An employee who has been called to work other than his/her normal tour of duty will be paid the rate of time and one-half his/her hourly rate, provided the employee works forty (40) hours per week. Time lost during the week because of illness shall be included to arrive at the forty (40) hours indicated in this Section, if the employee was otherwise qualified for sick leave in accordance with this contract. The Department Head may require a statement from a qualified physician confirming the disability.

Section 32.2 If an employee who has left his/her place of employment or last duty assignment, after having completed work on his/her regular tour of duty, is recalled to duty and he/she reports for such duty, or if an employee is so recalled on a scheduled day off, or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours at time and one-half at his/her hourly rate, with the understanding that once the employee's regular tour of duty commences the employee will only receive his/her regular rate of pay.

Section 32.3 Overtime will not be paid for hours worked in excess of eight (8) hours in each work day except as those hours when added to all other hours worked in the work week exceed forty (40) hours. Time lost during the week because of illness shall be included to arrive at the forty (40) hours indicated in this Section, if the employee was otherwise qualified for sick leave in accordance with this contract. The Department Head may require a statement from a qualified physician confirming the disability.

Section 32.4 All members of the bargaining unit shall be afforded the opportunity to accept overtime service, but there shall be no discrimination against any member who declines to work on a voluntary basis. Members shall have the option of declining offered overtime, but in the event that sufficient personnel do not accept such offered overtime on a voluntary basis, or in the event that time does not permit substitution of volunteers, such additional personnel as are deemed necessary by the Department Heads shall be required to work overtime on an assigned basis.

Section 32.5 Overtime claims will not be acknowledged unless said overtime has been clearly authorized by the Department Head prior to the overtime work being performed.

Section 32.6 The payment of overtime is subject to the Town of Orange appropriating sufficient funds, and if it is not funded then the employee shall be granted compensatory time at one and one-half times the time worked. In this event, the time must be given and taken within ninety (90) days.

Section 32.7 Overtime will be fairly and equally distributed by department. There will be a rotating roster within each department for overtime. Said rosters will serve to insure the equity of opportunities to work overtime.

ARTICLE 33 WAGES

Section 33.1: An across the board wage increase of 2.5 per cent per hour effective July 1, 2004,. The increase shall be added to the base salary in effect on June 30, 2004. In addition upon an employee's 10-year anniversary, they will receive a increase percentage of 8.5%. The base rate of pay within each

department at each grade shall be the same. In addition, there will be an additional increase for the titled Shop Foreman of 15% to the base rate.

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Section 33.2: An across the board wage increase of 2.5 percent per hour effective July 1, 2005. The increase will be the aforementioned percentage times the employee's base salary in effect on June 30, 2005.

Section 33.3: An across the board wage increase of 2.50 percent per hour effective July 1, 2006. The increase will be the aforementioned percentage times the employee's base salary in effect on June 30, 2006.

Section 33.4: The Town and the Union agree that if any other union or non-union employee of the Town receives an increase of more than 2.5 percent on their base salary for FY06 and FY07 excluding personal contracts, the Town will reopen the contract as to only salary to discuss same.

<u>GRADE: SAMPLE</u>	<u>FY05</u>	<u>FY06</u>	<u>FY07</u>
Skilled Employee:	2.50%	2.50%	2.50%
Highly Skilled Employee:	2.50%	2.50%	2.50%
Working Foreman:	2.50%	2.50%	2.50%
Shop Foreman:	2.50%	2.50%	2.50%

ARTICLE 34 MISCELLANEOUS

Section 34.1: Time Clock. The Union and the Town agree that the use of a time clock to record the hours worked by all unit employees is a term and condition of employment.

Section 34.2: Severability Clause. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 34.3: Sick Bank

1. Members may contribute up to 3 sick days a year.
2. Members will provide in writing a request to be entered into the bank with a number of days (up to 3) within 30 days of receiving their allotted time for the fiscal year.
3. Upon entering time into the bank, said employee shall be considered a member of the bank for the remainder of that fiscal year.
4. All requests for time from the sick bank must be submitted to the secretary of the Union Local 888, who will keep track of all time in the Sick Bank with the supervisor of the department.
5. The employee will meet the following requirements to be given sick time from the bank:
 - The employee will be active member of the sick bank.
 - The employee will have used up all their own sick time vacation and personal time.
 - The employee will have a physician's certificate stating the expected length of absence.

6. Any employee meeting these requirements will be given sick days from the bank, until they are able to return to work or until the bank is empty.

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ARTICLE 35 DURATION

This Agreement shall be effective as of July 1, 2004 and shall remain in full force and effect until and including June 30, 2007; and shall then be automatically and successfully renewed from year to year thereafter, unless notice in writing of a desire to terminate or modify this Agreement is given by either the Union or the Town to the other party ninety (90) days prior to the expiration.

Executed this _____ day of _____, 2004

For the Town:

For the Union:

Steven E. Adam, Chair

Pat Duffy
Principal Negotiator, Local 888

Robert F. Andrews, Vice Chair

Bruce Merriam
President, Local 888

Jeffrey W. Reynolds, Clerk
Orange Board of Selectmen

SEIU, Local 888

