

AGREEMENT

AGREEMENT entered into this fifteenth day of May, 2007, between the TOWN OF SHERBORN in the County of Middlesex, Commonwealth of Massachusetts, hereinafter referred to as the "Town", and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL ENTLOYEES, AFL-CIO, STATE COUNCIL 93 LOCAL 335, hereinafter referred to as the "Union".

ARTICLE I. RECOGNITION.

The Town recognizes the Union as the exclusive representative of the regular full-time employees of the Community Maintenance and Development Department, excluding the Director of the Community Maintenance and Development Department and the Supervisor of the Land Management and Development Division of the Community Maintenance and Development Department, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The above represents the unit certified by the Massachusetts Labor Relations Commission in Case No. MCR-776 on February 5, 1971 as amended by the Recognition Agreement executed by the parties on February 12, 1988.

ARTICLE II. MANAGEMENT RIGHTS.

The listing of the following specific rights of management in this Article is not intended to be, nor shall it be considered to be, restrictive of or a waiver of any of the rights of the Town not listed herein. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the Town except as they may be shared with the Union by specific provisions of this agreement. Among such management responsibilities as are vested exclusively in the Town are the following: the right to hire, promote, transfer, assign and retain employees in positions with the Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Department in situations of emergency. In carrying out the function of the Department, and discharging its responsibility for the Department's successful operation, the Town shall have the right to schedule operations and to determine the extent to which its own or other facilities and/or personnel shall be used.

ARTICLE III. EMPLOYMENT SECURITY.

The Town agrees not to discriminate in any way whatever against any employee of the Department who is properly a member of the approved collective bargaining unit because he is or is not a member of the Union or because he concerns or does not concern himself either personally or in concert with other members of the Union, with other legitimate activity of the Union as long as it does not impede the total performance of the Department.

ARTICLE IV. UNION DUES AND INITIATION FEES.

During the life of this agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, the Town agrees to deduct Union initiation fees and membership dues, levied in accordance with the Constitution of the Union, from the pay of each employee who executes or has executed the Authorization of Dues Form attached hereto, made a part hereof and marked Appendix "A". The Town further agrees to remit the aggregate amount to the Union Treasurer along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth day of the succeeding month.

The Union shall present to the Town Accountant a copy of the bond which the Treasurer of the Union has given to the Union for the faithful performance of his duties as provided in the Massachusetts General Laws Chapter 180, Section 17A.

The deduction will be made in the pay period following the pay period when health insurance has been deducted. The Town shall incur no liability once the dues are deducted and mailed, properly addressed to the Union.

ARTICLE V. WAGES.

Employees shall be paid in accordance with the wage schedule attached hereto, made a part hereof and marked Appendix "B".

ARTICLE VI. HOLIDAYS.

Employees shall be entitled to a day's pay for each of the following holidays:

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

In addition, employees shall be entitled to a half day's pay for each of the following half holidays:

- 1/2 day immediately preceding Christmas Day
- 1/2 day immediately preceding New Year's Day

Also, the Friday, following Thanksgiving Day shall be considered a holiday (and employees entitled to a day's pay therefore) if the Director of the Community Maintenance and Development Department certifies to the Town Administrator in writing, before Thanksgiving Day, that no major construction project is scheduled during the week in which the Thanksgiving Day holiday occurs. If that Friday is celebrated as a paid holiday, the pay received for that day shall be considered a credit against any money that the employee might be owed under the Fair Labor Standards Act.

For all hours worked on a paid holiday or a paid half-day holiday, an employee shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate of pay in addition to his

holiday pay. If any employee is required to work on Christmas Day, New Year's Day or Thanksgiving Day then the employee shall be paid at a double time rate in addition to the holiday pay. Should any paid holiday fall on a Saturday then it shall be observed on the preceding Friday. Should any paid holiday fall on a Sunday then it shall be observed on the succeeding Monday. Should Christmas Day and/or New Year's Day fall on a Saturday or a Sunday, under such circumstances the one-half day before such holidays shall be waived.

Holiday pay shall be eight (8) hours at the straight time regular hourly rate.

ARTICLE VII VACATIONS.

Whenever possible, priority of selection of vacation periods shall be based upon Divisional Seniority, that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the Department, and shall be subject to the final approval of the Director. It is the intent of this paragraph that the efficiency of the Department be unimpaired by vacations, and nothing in this paragraph shall be construed as limiting the discretion of the Director in setting up the schedule of vacations.

All selections for vacation periods shall be submitted on or before April 1st. However, this limitation may be waived by the Director. The following annual vacations with pay shall be granted to all employees who complete the following periods of full-time continuous employment as of July 1st of each year:

6 months through 11 months	5 days
1 year through 4 years	10 days
5 years through 9 years	15 days
10 years through 19 years	20 days
20 years or more	25 days, of which five days shall be taken as single days

Employees shall be allowed to carry over one week, five working days, of vacation time to the next fiscal year. This carry-over shall be subject to the approval of the Director and Town Administrator, such approval shall not to be unreasonably withheld. Requests for carry-over shall be made to the Director and Town Administrator at least 30 days before the end of the fiscal year.

If an employee voluntarily terminates in good standing after July 1st of a year, he shall be entitled to the pay for his authorized vacation for that year which he has not taken and, if he dies after July 1st of the year, the payment shall be made to his spouse or other beneficiary.

ARTICLE VIII. EXTREMES OF WEATHER.

Excluding work of an emergency nature, no outside work shall be performed in extreme heat or extreme cold weather of such degree that work cannot reasonably be performed. For the purpose of this agreement the word "emergency" means any and all work performed when such work could reasonably affect the lives and safety of persons or their property:

ARTICLE IX. HOURS OF WORK AND OVERTIME.

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

(a) The normal workweek shall consist of five (5) days of eight (8) hours per day, Monday through Friday inclusive.

(b) The regularly scheduled workday shall be from 7:00 a.m. to 3:30 p.m. unless otherwise agreed upon by the parties. Time and one-half shall be paid for all time worked in excess of eight (8) hours per day or forty (40) hours per week, but there shall be no duplication of daily and weekly overtime and no duplication of premium and/or overtime pay for the same time worked.

(c) Except for emergencies, employees shall not be compelled to work overtime.

(d) An employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half for all hours worked on recall. An employee who is called back for work will be guaranteed four (4) hours pay at time and one-half if he reports for work before midnight. If an employee reports after midnight, he will be guaranteed pay at time and one-half for four (4) hours, until the start of the next regular work day. Overtime shall be equitably and impartially distributed among personnel in each Division (Highway or Land Management) who ordinarily perform such related work in the normal course of their workweek.

(e) The Town shall keep records in each Division time book of the overtime work. In case of a grievance involving such records they shall be subject to examination by the Union representative or the shop steward with the foreman or Director or Supervisor of the Division involved.

(f) All work performed on Sunday shall be paid at double time.

(g) If an employee works more than twelve (12) hours during any work day (7:00 AM 7AM the following day) of the work week (12:01 AM Monday through 11:59 PM Friday inclusive), he/she will be compensated at a double time rate for all hours worked in excess of 12 hours during that 24-hour period. In addition, if an employee works more than twelve (12) hours on any Saturday (12:01 AM to 11:59 PM), he/she will be compensated at a double time rate for all hours worked in excess of 12 hours on that Saturday. Employees who work 12 or more consecutive hours on a Friday will be paid double time for additional consecutive hours worked Friday unless the employee is otherwise scheduled to work on that Saturday.

(h) An employee who is asked to remain on the job after 3:30 PM or is “called back” will be guaranteed four (4) hours pay at time and one-half.

ARTICLE X. SENIORITY.

(a) "Unit Seniority" as used in this Agreement shall be defined as the length of an employee's continuous uninterrupted service in positions covered by this Agreement.

(b) "Divisional Seniority" as used in this Agreement shall be defined as the length of an employee's continuous uninterrupted service within the particular Division (Highway or Land Management) in which the worker is employed.

(c) For the purpose of this Article, the first one hundred eighty (180) days of employment shall be considered a probationary period during which probationary period the Town may discharge the probationary employee without the employee having recourse to arbitration. Upon the completion of an employee's probationary period, he shall acquire a seniority rating for all purposes as of his date of employment, which commenced with his most recent probationary period.

(d) In the event of a layoff, the employee with the least unit seniority shall be laid off first, provided that the remaining senior employees are qualified to perform the duties of the laid off junior employee. The Town will give affected employees fourteen (14) days notice of layoff Any laid off employee will be eligible for recall for a period of up to twelve (12) months following the date of layoff In the event of recall, employees will be called back to work in the inverse order of their layoff by unit seniority, provided they are qualified to perform the duties of the position to which they are recalled. Notice of recall shall be sent by certified mail, return receipt requested, to the employee's last known address as listed on the Town's records. The employee shall report to work within seven (7) days after the date of the notice. Any employee recalled during the twelve (12) month recall period shall maintain continuous seniority rights.

(e) The Town shall furnish the Union and the Department with copies of the proposed seniority list. A permanent list shall be posted and maintained on a readily accessible bulletin board at the Community Maintenance and Development Department.

(f) In filling a vacancy, consideration shall be given to Divisional Seniority and qualifications.

ARTICLE X1. JOB POSTING AND BIDDING.

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply in writing within the

seven (7) day period. Within five (5) days of expiration of the posting period, but not before the next regular Selectmen's meeting, the Town will award the position to the qualified applicant with the greatest Divisional seniority. The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he shall be returned to his old position and rate.

If no applicant from within the Division is qualified, the Town may fill the position from outside the bargaining unit.

ARTICLE XII. SICK LEAVE.

(a) Employees shall be entitled to sick leave for personal and non-service connected sickness or injury in accordance with the following schedule:

Service Period	Allowance per calendar year
Ist. year of employment	Up to 5 days
In excess of 1 year of employment	Up to 15 days

Employees shall accumulate sick leave at the rate of .4 166 day per month during their first year of employment. Employees with - employment in excess of one (1) year shall accumulate sick leave at the rate of 1.25 days per month. Sick leave may be accumulated without limit. Employees hired prior to July 1, 1989 shall be eligible, upon retirement, to buy-back up to one hundred and fifty (150) days of accumulated unused sick leave at the rate of \$40.00 per day. Such payments may be made periodically at either monthly or bi-weekly intervals.

Employees hired on or after July 1, 1989, shall not be eligible for the above-described buy-back.

An employee shall be entitled to one (1) additional personal day if that employee has perfect attendance for an entire year beginning July 1, 2000. That day must be used within one (1) year from which it was earned. The day may be earned with perfect attendance for one (1) year from which the last sick day was taken. (I.E. If an employee uses a sick day on March 3, and does not use another sick day for an entire year from that date, said employee shall be entitled to one (1) additional personal day.)

(b) An employee shall notify the Director or Supervisor on the first day of absence due to non-service connected sickness or injury, stating the nature of the sickness or injury, time expected to be incapacitated and when he/she expects to return to work. A doctor's certificate shall be required after the third day of absence due to personal or non-service connected sickness or injury.

(b-1) Any newly appointed regular, full or part-time employee of the Department hired on or after July 1, 1987, shall be required to pass a physical examination conducted by a physician selected by the Town of Sherborn. Said physical examination shall be at the expense of the Town of Sherborn.

(c) Employees shall be entitled to maintain whatever amount of sick leave they have accumulated prior to the effective date of this agreement.

(d) In the event an employee is absent because of an injury or sickness arising out of and in connection with his service to the Town and for which Workmen's Compensation is payable, he may be paid the difference between Workmen's Compensation payments and his regular straight time rate of pay on the same basis and procedures as set forth in this Article. Such payment will be chargeable to the employee's sick leave. Said difference can be made up at the employee's option.

Prior to the receipt of Workmen's Compensation payments an employee may utilize his sick leave. If subsequently an employee receives Workmen's Compensation benefits for such period of time, he shall reimburse the Town in an amount equal to the value of the sick leave he uses. Upon such payment to the Town the employee's sick leave will be credited to the extent of the reimbursement.

(e) Employees may be granted sick leave when their absence is required to care for his/her spouse, children, mother, father or the parent or child of his/her spouse.

Should an employee show a pattern of abuse of sick leave, the Town, after counseling the employee, reserves the right to take disciplinary action, up to and including discharge.

ARTICLE XXII-A. LONGEVITY PAY.

An employee who has completed the following complete years of continuous service as a regular full-time employee of the Community Maintenance and Development Department (and its predecessor departments) as of October 31st shall be paid the following longevity pay amount on the last payday of November:

After five (5) complete years	\$525.00
After ten (10) complete years	\$650.00
After fifteen (15) complete years	\$775.00
After twenty (20) complete years	\$825.00
After twenty-five (25) complete years	\$1,250.00
After thirty (30) complete years	\$ 1500.00

ARTICLE XIII. LEAVE OF ABSENCE.

Except as otherwise provided in this agreement, all leaves of absence shall be without compensation and may be taken only with the consent of the Board of Selectmen and with the approval of the Director of the Department.

ARTICLE XIV. UNION REPRESENTATIVES.

A written list of Union stewards and other representatives shall be finished to the Town immediately after their designation and the Union shall notify the Town of any changes.

The above shall be granted reasonable time off during working hours to investigate and

settle grievances but not for attendance at arbitration hearings. In addition, one (1) employee shall be allowed to attend one (1) meeting of state and national bodies without pay for a period not to exceed one (1) week in any one (1) calendar year.

ARTICLE XV. MEAL PERIODS.

All employees shall be granted a meal period of one-half (1/2) hour's duration during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift.

Effective July 1, 2009, the Town shall provide a meal allowance of **\$12.50** to any employee who is requested to, and does, work four (4) hours beyond his/her regular shift, and the Town shall thereafter provide the employee with an additional **\$12.50** meal allowance for each additional four (4) hours of continuous work.

Effective July 1, 2010, the Town shall provide a meal allowance of **\$13.50** to any employee who is requested to, and does, work four (4) hours beyond his/her regular shift, and the Town shall thereafter provide the employee with an additional **\$13.50** meal allowance for each additional four (4) hours of continuous work.

Such employee shall be granted time off to eat at a time and for duration determined by the Director or Supervisor in his/her discretion.

ARTICLE XVI. REST PERIODS.

All employees' work schedules shall provide for a fifteen (15) minute rests period each one-half (1/2) shift. The rest period shall be scheduled at the middle of the each one-half (1/2) shift whenever this is feasible.

ARTICLE XVII. CLEAN-UP TIME.

Employees shall be granted a fifteen (15) minute personal clean up period at the end of each work schedule.

ARTICLE XVIII FUNERAL LEAVE.

In the event of death in the immediate family, which includes the employee's "significant other", of an employee, he/she shall be granted leave with pay at the regular hourly rate of pay on the day of the funeral if it is a work day, and for a maximum of two (2) additional work days falling between the day of death and day of the funeral. "Immediately family" which includes the employee's "significant other", of an employee is defined as spouse, parent, or child. In the event of death of an employee's brother, sister, brother-in-law, sister-in-law, mother-in-law, or father-in-law or grandparent, he/she will be granted leave with pay at the regular hourly rate on the day of the funeral if it is a work day and may, at the discretion of the department head, be granted up to two (2) additional work days falling between the day of death and day of the funeral.

ARTICLE XIX. PERSONAL LEAVE.

Employees shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed three (3) days in any one (1) calendar year, and shall not be cumulative. During the first year of employment, personal days Will be granted according to the date of hire as follows:

1 day if hired during September –December

2 days if hired during May -August

3 days if hired during January -April

Such leave shall be subject to the prior approval of the Director or his agent. Such approval will not be unreasonably denied. Personal leave may be taken in one-hour increments, except for the first and last scheduled hour of work and the half-hour immediately preceding or following the scheduled lunch break, which may be taken in increments of one-half hour.

ARTICLE XX. JURY LEAVE.

The Town agrees to make up the difference in an employee's wages between the employee's regular week's wages and compensation received for jury duty, provided he/she reports for work on each day when he/she is excused from such duty. A certificate setting forth the amount received by such employee for jury pay shall be delivered to the Town by the employee.

ARTICLE XXL MILITARY LEAVE.

An employee hired prior to the effective date of this agreement in any year who is absent for an ordered tour of military duty with an organized Reserve or National Guard unit will be paid his regular hourly rate of forty (40) hours and his certified military pay for each week of such absence, as provided in the General Laws, Chapter 33, Section 59 of the Commonwealth.

ARTICLE XXII. CLOTHING.

Each full-time employee, after completion of his/her probationary period, will be issued three (3) sets of uniforms, plus one set of safety shoes or adequate footwear which will be paid for by the Town and which will be replaced as needed.

If any employee is required to wear protective clothing, foul weather gear or any type of protective device as a condition of employment, such protective clothing, foul weather gear or protective device shall be furnished to the employee by the Town.

ARTICLE XXIII LABOR. MANAGEMENT MEEETINGS.

The Union shall designate one (1) employee whose rate and conditions of employment are covered by this Agreement, which employee may, at the request of either party, meet with the Director or Selectmen from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement. Such meetings shall be held at times and places convenient to both parties.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

There shall be no deduction in pay for Union personnel attending meetings with Department officials while settling personal and personnel matters. The Department head shall notify, or cause notice to be given, to all persons affected. Failure to do so shall in no way affect the pay of the employee or his right to attend such meetings.

ARTICLE XXIV. SAFETY.

The Town shall, from time to time, make reasonable regulations for the safety and health of the employees during their hours of employment. The Town shall continue to provide such protective devices in connection with the work performed by the employees as it presently provides in connection with the performance of their work.

ARTICLE XXV. SETTLEMENT OF GRIEVANCES.

If there is a grievance between the parties to this agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure:

Step 1 If an employee has a grievance, he/she shall first present it orally to the Director within five (5) days of the occurrence of the action or lack of action giving rise to the grievance.

Step 2 Upon the failure of Step 1 to resolve the grievance, the employee and the steward shall present the grievance in writing to the Director who shall have five (5) days (exclusive of Saturday, Sunday and Holidays) to render a decision.

Step 3 In the event the grievance is not settled by the action of the Director, then said grievance shall be presented in writing to the Board of Selectmen within five (5) working days after the Director's response is due. The Board of Selectmen shall respond to the Union steward in writing within five (5) days after the next regular Selectmen's meeting. Failure by the Board of Selectmen to reply within this period shall give the grieving party the right to further appeal to arbitration.

Step 4 If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Town and the Union within seven (7) days after notice has been given. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Town and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Town and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second step.

The arbitrator shall not have the right to add to, detract from, or in any way alter the provisions of this agreement.

No employee shall have the right to require arbitration that right being reserved to the Town and the Union.

ARTICLE XXVI. INSURANCE.

(a) Health Insurance. The Town agrees to pay fifty per-cent (50%) of the premium for Blue Cross-Blue Shield health insurance or other such comparable health policy. This section is subject the terms of the policy between the Town and the insurance carrier.

(b) Basic Life Insurance Policy. The Town pays fifty percent (50%) and the employee pays fifty percent (50%) of the premium for \$5,000.00 coverage. Optional Life Insurance is also available. Employees who qualify for Basic Group Life can purchase additional group life insurance. The amount of insurance, which can be purchased is based on level of earnings. The employee pays 100 percent (100%) of the premium. This section is subject to the terms of the policy between the Town and the insurance carrier.

(c) Employees will be insured from personal liability while driving Town vehicles on Town business subject to the terms of the policy between the Town and the insurance carrier.

ARTICLE XXVII. RETIREMENT AND PENSION.

Employees are entitled to retirement benefits in accordance with and subject to the provisions of the Middlesex County Retirement System, brochures on which are available from the Middlesex County Retirement Office in Cambridge.

ARTICLE XXVIII. NO STRIKE-NO LOCKOUT

a) Under the terms of this agreement, the Union or any stewards shall not cause any strike, slowdown, sit-down, stay-in or work stoppage, which would interfere with the employer's operations.

(b) The employer shall not cause or affect any lockout of any or all of its employees.

ARTICLE XXIX. MISCELLANEOUS.

(a) Bulletin Board. Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notice of routine nature', agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

(b) Should any provision of this Agreement be found to be in violation of any Federal or State law or Civil Service Rule or Town By-law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege, or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

(c) No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, or age and that such persons shall receive the full protection of this Agreement.

(d) The paychecks of the employees will be itemized so that the nature and amount of all deductions from the paychecks will be made known to the employees.

(e) The employer shall reimburse an employee for the cost of all licenses, which the employer requires the employee to maintain as well as for the cost of membership fees and initiation fees in organizations, which the employee is required to join.

(f) The Town shall provide the Mechanic/Laborer with insurance to cover theft or loss of personal tools while he/she is working for the Town. The Mechanic/Laborer will be required to submit to the Director a list, which itemizes all of the personal tools, which he/she uses in the service of the Town. Any changes to the inventory of tools, for insurance purposes, must have prior approval of the Director of Community Maintenance and Development and a new list of tools must be submitted in writing to the Director and the Town Administrator within one week of such change.

(d) Documentation pertaining to the FLSA, FMLA, OSHA Safety Standard, etc. will be posted in a conspicuous place for the employees to review.

(e) Disability Insurance: the premiums for which will be paid for by the employees. The Town will only be responsible for the administrative costs in accordance with M. G. L. Chapter 180, Section 17J.

(f) If the Town shall agree to grant another group of employees with which they negotiate (excluding school or elected officials) an increase in base wages greater than the three percent (3%), herein agreed upon, than this contract for 2006 – 2009 may be reopened upon demand by the Union for the purposes of base wages only.

ARTICLE XXX. EFFECT OF AGREEMENT.

This agreement represents the results of collective bargaining between the Town and the Union and constitutes the sole and entire agreement between the parties. It supersedes all prior agreements, practices, understandings or procedures. Accordingly, any agreements, practices, understandings or procedures which existed prior to the effective date of this agreement shall not be continued unless specifically included in a clause, sentence or paragraph of this agreement.

(a) This instrument constitutes the entire Agreement between the Town and the Union arrived at as a result of collective bargaining negotiations except such amendments as shall have been reduced to writing and signed by the parties.

(b) No provision of this Agreement shall be retroactive prior to the effective date unless otherwise specifically stated herein.

(c) This Agreement shall be subject to the appropriation of sufficient funds at the Town's Town Meetings.

(d) This agreement represents the results of collective bargaining between the Town and the Union and constitutes the sole and entire agreement between the parties. It supersedes all prior agreements, practices, understandings or procedures. Accordingly, any agreements, practices, understandings or procedures which existed prior to the effective date of this agreement shall not be continued unless specifically included in a clause, sentence or paragraph of this agreement.

ARTICLE XXXL. DURATION AND RENEWAL.

This Agreement shall become effective on July 1, 2009 and shall remain in full force and effect until June 30, 2011, and from year to year thereafter unless either party notifies the other party prior to December 1, 2009 or any December 1st thereafter, of its desire to terminate or modify this Agreement. Such notification shall be registered United States mail to the responsible signatories of this Agreement.

FOR THE TOWN
BOARD OF SELECTMEN

FOR THE UNION

Christopher Peck, Chairman

Paul R. DeRensis, Vice-Chairman

Ronald J. Fernandes., Clerk

APPENDIX "A"

AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
Name of Employee

To _____
Name of Employer

Effective _____, I hereby request and authorize you to deduct from my earnings \$ _____ as initiation fees and each _____, the amount of \$ _____ as periodic membership dues. These amounts shall be paid to the treasurer of Local Union No. 335 and represent payment of my Union initiation fees and periodic membership dues.

These deductions may be terminated by me, by giving you a sixty (60) day's written notice in advance or upon termination of my employment.

Employee's signature

Employee's address

APPENDIX "B"

HOURLY WAGE SCHEDULE

Position	Effective July 1, 2009	Effective July 1, 2010
Forman	\$26.28	\$26.94
Mechanic/Laborer	\$24.06	\$25.17
Equipment Operator	\$22.21	\$22.77
Skilled Laborer	\$18.47	\$18.93
Laborer	20.88	\$21.40
Laborer Temp	\$17.26	
Laborer	\$18.47	\$18.93
Forman LM	\$23.81	\$24.41
Laborer Mechanic LM	\$24.06	\$25.17
Laborer	\$20.88	\$21.40
Mechanic	\$23.56	\$24.15

The parties agree that the stipend language contained in the previous agreement shall be omitted.

If the position of Director of the Community Maintenance and Development Department becomes vacant during the term of this Agreement, and if an employee covered by this Agreement is requested in writing by the Town to work in the position of Director, that employee shall, for the period that he/she is assigned the duties of Director, be compensated at a weekly compensation rate which is equivalent to the weekly rate of the minimum salary for the Director's position as stated in the Personnel Board's Compensation Plan.

Effective January 1, 2005 one skilled laborer shall be reclassified as a mechanic/laborer for the purpose of small engine and tractor repair.