

## **PREAMBLE**

This agreement entered into by the Town of Halifax, hereinafter referred to as the Employer, and Local 1700, Massachusetts State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, 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, and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all full-time non-professional employees of the Highway Department and the Cemetery Department and excludes all others.

## **ARTICLE II 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, responsibility and duties of the Employer under the Laws of the Commonwealth of Massachusetts or the lawful By-Laws of the Town of Halifax are retained and reserved exclusively to the Employer including: To determine the methods and processes of operation: To contract out any work: To determine the size of and direct the activities of the working force, subject to the provisions of the Fair Labor Standards Act; To establish new job classifications and job duties and to change, reassign,

abolish, combine and divide existing job classifications and job duties and functions for just cause; To determine the specifications of jobs; To require from each Employee the efficient utilization of his or her services; To hire, promote, demote, transfer, discipline, suspend and discharge Employees; To relieve Employees from duty for lack of work or other legitimate reasons; And to prescribe and enforce reasonable rules and regulations pertaining to operations and the conduct of Employees.

### **ARTICLE III**

#### **UNION SECURITY**

##### **UNION DUES, AGENCY AND INITIATION FEES**

Employees shall tender the Initiation Fee (if any) and monthly membership dues by signing the Authorization of Dues form. During the life of this agreement and in accordance with the terms of the forms of authorization of check-off dues hereinafter set forth, an employee may consent in writing to the authorization of the deductions of an agency fee from his/her wages and to the designation of the Union as the recipient thereof.

The Employer agrees to deduct Union Dues or an agency fee levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

## **ARTICLE IV**

### **AGENCY FEE**

Each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, beginning thirty days following the commencement of his\her employment or July 1, 1978, whichever is later, a service fee to the Union in an amount that is proportionately commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union.

This Article shall not become operative as to employees in any bargaining unit certified to the Union until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

The Union shall reimburse the Employer for any expenses incurred as a result of being ordered to reinstate an employee terminated at the request of the Union for not paying the agency fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such termination for failure to pay the agency fee. In such litigation the Employer shall have no obligation to defend the termination.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Employer to pay such service fee on behalf of any employee. If the arbitrator decides that an employee has failed to pay or authorize the payment of the service fee in accordance with this Article the only remedy shall be the termination of the employment of such employee if the employee continues to refuse to pay or authorize payment of the required service fee after having sufficient time to do so.

## **ARTICLE V**

### **UNION BUSINESS**

**ACCESS TO PREMISES** - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or State Council No. 93, and/or Local 1700 to enter the premises at any time, at the discretion of the Department Head, for individual discussion of working conditions with Employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the Employees.

**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 notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

## **ARTICLE VI**

### **UNION REPRESENTATIVES**

A written list of Union stewards and other representatives for each bargaining unit shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances. A steward shall notify his immediate supervisor when he desires to leave his place of work. The supervisor shall not unreasonably deny such request.

The Employer agrees to allow the above mentioned Employee to attend meetings of State and National bodies without pay. It is agreed that time lost due to the above shall be counted as days worked for the purpose of sick and vacation credits.

## **ARTICLE VII**

### **SICK LEAVE**

Each Employee shall be credited with sick leave with pay at the rate of ten hours for each month of service. Sick leave shall be accumulated to a maximum of twelve hundred (1,200) hours.

A Doctor's certificate may be requested after three (3) continuous days of absence.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

After being out of work for five (5) days, Employees must have a Physical Examination and provide a physician's certificate verifying ability to return to work before returning to work. At the exclusive discretion of the Employer, the employee may be examined by a physician of the Town's choosing. All physical examinations required by the Town shall be paid for by the Town.

Each employee covered by this Agreement with at least one year of continuous service for the Employer as a full-time employee for the Highway Department and/or the Cemetery Department will be allowed sixteen (16) hours of personal leave per year which shall not be deducted from accumulated sick leave, nor accumulated from year to year.

Fifty percent (50%) of all accumulated sick leave shall be paid to Employee's estate in the event of death.

Time loss due to sick leave shall be counted as days worked for the purpose of calculating overtime pay.

## **ARTICLE VIII**

### **VACATIONS**

The vacation year shall be the period July 1 to June 30, each member shall be credited as of June 30 with the vacation leave with pay as follows.

- A. For less than one (1) year's service as a full-time employee for the Highway Department and/or the Cemetery Department of the Town of Halifax beginning after July 1, eight hours (8) of vacation for each two (2) calendar months not to exceed forty (40) hours.
- B. After one (1) year of continuous service as a full-time employee for the Highway Department and/or the Cemetery Department of the Town of Halifax - eighty (80) hours of vacation.
- C. After five (5) years of continuous service as a full-time employee for the Highway Department and/or the Cemetery Department of the Town of Halifax - one hundred twenty (120) hours of vacation.
- D. After ten (10) years of continuous service as a full-time employee for the Highway Department and/or the Cemetery Department of the Town of Halifax - one hundred sixty hours of vacation.
- E. After fifteen (15) years of continuous service as a full-time employee for the Highway Department and/or the Cemetery Department of the Town of Halifax - two hundred (200) hours vacation.

All Employees who are entitled to more than two hundred (200) hours vacation per year on the date of the signing of this contract shall continue to be entitled to the same amount of vacation each year of this contract.

Upon termination of employment the Employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If the termination is caused by death, such payment shall be made to the Employee's spouse or beneficiary.

Time loss due to sick leave, authorized vacation days, and holiday will be counted as days worked.

Vacations must be taken in the year in which they are due and shall not accumulate from year to year, except that employees may carry over up to one (1) week of accrued vacation time from one fiscal year to the following fiscal year where the employee receives prior written approval from the Highway Surveyor and the Board of Selectmen. All such requests for carry over of vacation time must be submitted to the Highway Surveyor by June 1st in the fiscal year.

## **ARTICLE IX**

### **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.

## **ARTICLE X**

### **REST PERIODS**

All Employee's work schedules shall provide for two (2) fifteen (15) minute rest periods during each eight (8) hour work shift. Time of such rest periods will be at the discretion of the Department Head.

**ARTICLE XI**  
**FUNERAL LEAVE**

In the event of death in the immediate family, i.e., spouse, child, brother, sister, or parent of either spouse, the Employee will be granted a leave up to three (3) days with pay. A leave of one (1) day will be granted with pay to attend services for grandparents and step-parents. Funeral leave shall not be charged to sick leave or vacation leave and shall not be accumulative.

**ARTICLE XII**  
**JURY PAY**

The Employer agrees to make up the difference in an Employee's wages between a normal week's wages and compensation received for jury duty, excluding travel allowance.

Employees excused from jury duty for any reason shall report back to work immediately.

**COURT TIME**

Any Employee requested to remain in Court for four (4) or more hours will be credited with a five dollar (\$5.00) meal allowance.

**ARTICLE XIII**  
**PAID HOLIDAYS**

The following days shall be paid holidays (equal to eight (8) hours of regular pay) for full-time Employees:

New Year's Day

Veteran's Day

Martin Luther King Day

Thanksgiving Day



Washington's Birthday	One-Half (1/2) Day
Patriot's Day	before Christmas Day
Memorial Day	Christmas Day
Independence Day	One Half (1/2) Day
Labor Day	before New Year's Day
Columbus Day	

Any full-time Employee whose regular day off falls on any of the aforementioned holidays shall be paid for the holiday.

Highway Department and Cemetery Department personnel required to work on Thanksgiving Day, Christmas Day and New Year's Day will be paid at a rate of time and one-half (1-1/2) for working the Holiday, plus a days pay (eight (8) hours of regular pay) for the Holiday.

When a holiday occurs during an Employee's regular scheduled vacation, he shall be granted an additional day's vacation.

## **ARTICLE XIV**

### **HOURS OF WORK AND OVERTIME**

The work week shall consist of five (5) days, Monday through Friday. The regular hours of work for full-time Highway Employees shall be eight (8) hours per day and forty (40) hours per week exclusive of lunch periods.

Beginning on July 1, 2008, the following paragraph is in effect:

The work week shall consist of five (5) days, Monday through Friday. The regular hours of work for full-time Highway Employees and Cemetery Employees shall be eight (8) hours per

day and forty (40) hours per week exclusive of lunch periods. The work day shall begin at 7:00 a.m. and end at 3:00 p.m. with two (2) paid fifteen (15) minute breaks during this time or shall begin at 7:00 a.m. and end at 3:30 p.m. with two (2) paid fifteen (15) minute breaks during this time and one unpaid thirty (30) minute break for lunch during this time. The Highway Surveyor, the Cemetery Superintendent and the bargaining unit shall agree as to which of these two schedules all the members of the bargaining unit shall follow. An individual member of the bargaining unit who wishes to follow a schedule other than the one agreed to between the Highway Surveyor or the Cemetery Superintendent and the bargaining unit shall be able to follow the other schedule with the permission of the Highway Surveyor or the Cemetery Superintendent.

If any Employee who has left his place of employment after having completed work on his regular shift is called back to work, he shall be paid for each hour worked and in no event shall he receive pay for less than the equivalent of three (3) hours on all days except Thanksgiving and Christmas and four (4) hours on Thanksgiving and Christmas. In the event the Employee's regular working day starts after he is called in and he continues to work up to his regular starting time, he shall be paid for such hours, and in this event there shall be no three (3) hour or four (4) hour guarantee.

All Employees shall be scheduled to work on shifts, and each work shift shall have a regular starting and quitting time.

Overtime shall be paid at a time and one-half rate for all hours over forty (40) hours in one week for full-time Employees.

Overtime shall be paid at a time and one-half rate for all hours over eight (8) hours in one day. In the event an Employee reports to his place of work at his regular scheduled time and is sent home for lack of work, he shall be paid for eight (8) hours at the rate to which he would be entitled for his shift.

Any Employee who is scheduled to work on the night of the changing of the clocks, in the Spring and Fall, shall be paid for the "hours worked."

Time loss due to sick leave shall be counted as days worked for the purpose of calculating overtime pay.

When the Highway Surveyor, the Highway Surveyor's designee, the Cemetery Superintendent or the Cemetery Superintendent's designee, in that person's exclusive judgment, determines it is necessary to call-in one or more employees, this work will be offered to all employees in that department (that is, employees from the Cemetery Department will be called first for Cemetery Department work and employees from the Highway Department will be called first for Highway Department work) under a procedure agreed to by the Union and the Highway Surveyor and/or Cemetery Superintendent, said procedure to be reviewed by the Union and the Highway Surveyor and/or Cemetery Superintendent on an annual basis.

All employees will provide the Highway Surveyor and the Cemetery Superintendent with one or more telephone numbers to be used to contact each employee about call-in work. It is the responsibility of each employee to ensure that this information is accurate. The Highway Surveyor, the Highway Surveyor's designee, the Cemetery Superintendent or the Cemetery Superintendent's designee will make a reasonable attempt to contact each employee on the basis of seniority. If an employee fails to answer the call or declines the call-in work, the Highway Surveyor, the Highway Surveyor's designee, the Cemetery Superintendent or the Cemetery Superintendent's designee shall call the next name on the list.

If inadvertently and through no fault of the employee, the Highway Surveyor, Highway Surveyor's designee, the Cemetery Superintendent or the Cemetery Superintendent's designee fails to call an employee who should have been called based on the seniority list, the Highway Surveyor, the Highway Surveyor's designee, the Cemetery Superintendent or the Cemetery Superintendent's designee shall offer an equivalent amount of call-in work to the employee of work that is not normally worked as overtime. The employee has the option of accepting this work.

**ARTICLE XV**  
**CLASSIFICATION PLAN AND PAY RATES**

In this Agreement and made part of it shall be established a classification and pay plan for Employees covered by the bargaining unit. It shall list all positions covered by this Agreement by title along with the wages for each position.

**ARTICLE XVI**  
**PROMOTION TO HIGHER CLASSIFICATION**

An Employee promoted to a position in a higher classification or assignment within that class, will receive the rate of pay at the higher classification while serving in such position.

**ARTICLE XVII**  
**GROUP INSURANCE PLAN**

All Employees in the bargaining unit shall be eligible to participate in the present Group Insurance Plan in accordance with the provisions of said plan in force and effect during the terms of this Agreement for Employees of the Town of Halifax.

**ARTICLE XVIII**  
**SENIORITY**

Seniority shall be defined as continuous years of full-time service as an employee of the Highway Department of the Town of Halifax or as an employee of the Cemetery Department of the Town of Halifax. Years of full-time service as an employee of the Highway Department shall not count towards seniority in the Cemetery Department and years of full-time service in the

Cemetery Department shall not count towards seniority in the Highway Department. The principle of seniority shall govern and control in all cases within each department of the bargaining unit work force as to preference in assignments to vacancies, shift work, and choice of vacation periods.

## **ARTICLE XIX**

### **VACANCIES**

A vacancy is an opening caused by promotion, death, retirement, resignation, transfer, discharge or the availability of new positions.

Should a full-time employee terminate it is agreed that this vacancy will be filled on a full-time basis within forty-five (45) days of the date of termination. The Highway Surveyor and/or Cemetery Superintendent, with permission from the Union, shall have the right to extend the length of time to fill the vacancy to ninety (90) days of the date of termination. Said permission shall not be unreasonably withheld.

## **ARTICLE XX**

### **JOB POSTING AND BIDDING**

When a position covered by this agreement becomes vacant, except due to layoffs or reductions in force, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications.

The successful applicant shall be given a six (6) month 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 by the Employer that the Employee is not qualified to perform the work, he shall be returned to his old position and rate.

The above paragraph will not be subject to the arbitration procedure.

**ARTICLE XXI**  
**DISCRIMINATION AND COERCION**

There shall be no discrimination by foremen, superintendents or other agents of the Employer against any Employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement or his refusal to comply with any order which would violate this agreement.

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 person shall receive the full protection of this Agreement.

**ARTICLE XXII**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of the Agreement, shall be settled in the following manner:

**STEP 1:**

The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the appropriate Department Head, either the Highway Surveyor or the Cemetery Superintendent within three (3) working days, not including Saturdays, Sundays or holidays, of the date of the grievance. The Highway Surveyor or the Cemetery Superintendent shall attempt to adjust the matter and shall respond to the

steward within three (3) working days, not including Saturdays, Sundays or holidays.

## **STEP 2:**

If the grievance has not been settled, it shall be presented in writing to the Board of Selectmen at their next regular scheduled meeting after the Highway Surveyor's or the Cemetery Superintendent's response is due. The Board of Selectmen shall respond to the steward in writing within fifteen (15) days, not including Saturdays, Sundays, or holidays.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation, and privileges that would have been due the Employee.

## **ARBITRATION PROCEDURE**

If the Union is not satisfied with the decision of the Board of Selectmen, the Union shall have the right to request arbitration within thirty (30) days, not including Saturdays, Sundays or holidays, of the date of the response by the Board of Selectmen.

The arbitrator in such procedure shall be the American Arbitration Association or the Labor Relations Connection (23 Kiah's Way, East Sandwich, MA 02537) per the agreement of both the Union and the Employer and both the Employer and the Union shall be subject to their procedures, rules and regulations.

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 of the conclusion of the testimony and argument.

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

If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record.

### **ARTICLE XXIII**

#### **APPLICABLE LAWS**

The Employer and the Union shall recognize and adhere to all Federal, and State Labor Laws, and Rules and Regulations, relative to Seniority, Promotions, Transfers, Discharges, Removals and Suspensions.

The Union further reserves the right to represent Employees under any such established procedure. Any Employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

### **ARTICLE XXIV**

#### **UNIFORMS AND PROTECTIVE CLOTHING**

If any Employee is required to wear a uniform, protective clothing or any protective device as a condition of employment, such uniforms, protective clothing or protective device shall be furnished to the Employee by the Employer.

The Employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the Employees covered by this Agreement with the exception of driver licenses.



**HIGHWAY AND CEMETERY EMPLOYEES:** Any Employee may provide themselves with a uniform, foul weather gear, protective clothing, or any type of protective device, whether or not required by the Employer in which case the employee shall be reimbursed by the Employer in the amount not to exceed Six Hundred dollars (\$600) per fiscal year.

## **ARTICLE XXV**

### **INCENTIVE INCREASES**

Any full-time Employee may become eligible and qualify for an incentive pay increase for the successful completion of certain education programs in the following manner:

- A. The Educational Program must be recommended by the appropriate Department Head, either the Highway Surveyor or the Cemetery Superintendent, and approved by the Board of Selectmen prior to the start of the program. Said recommendation shall be in writing, with a copy to the Board of Selectmen and shall include a detailed description of the course and reasons why it should be considered for an incentive increase.
- B. Upon successful completion or receipt of grades of each approved program, the Employee must submit within fourteen (14) days an application in writing to his Highway Surveyor or the Cemetery Superintendent for an incentive increase. Said application shall include documentation of the successful completion of the course, with the marks attained in the course.
- C. Highway Surveyor or the Cemetery Superintendent must present the application to the Board of Selectmen.

- D. Approval for the incentive increase must be by vote taken at a joint meeting of the Board of Selectmen and the Highway Surveyor or the Cemetery Superintendent, with the Board and the Highway Surveyor or the Cemetery Superintendent each having one (1) vote.
- E. No incentive increase may be granted unless there are adequate funds available in the Department Budget to cover the cost of such increase.
- F. No Employee shall receive more than two (2) 1% incentive increases in any calendar year.
- G. Items A, B, and F may be waived in unusual circumstances, by a unanimous vote of the three (3) parties involved as outlined in Item D.

The incentive increase is to be 1% of the Employee's base salary for each educational program approved. Each Employee who successfully qualified for an incentive increase shall have the incentive increase added to his regular salary rate throughout his tenure as a Town Employee.

Any approved incentive increase shall become effective on the first day of the month following completion of the particular approved Educational Program.

The word completion, in this section, shall mean the date of the last scheduled class of an approved program.

**ARTICLE XXVI**  
**CONTINUITY OF OPERATIONS**

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

**ARTICLE XXVII**  
**DURATION**

This Agreement shall be in full force and effect from July 1, 2013 to and including June 30, 2016 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 180 days prior to the date of expiration.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other notice at least 180 days prior to July 1, or any subsequent contract year, advising that such party desires to retain or change terms or conditions of such Agreement.

The Agreement shall remain in full force and effect until such terms and revisions have been agreed upon.

## **ARTICLE XXVIII**

### **LONGEVITY**

Longevity compensation shall be calculated and paid on a per hour basis (a year to be 2088 hours worked) according to the following schedule. Any change in longevity compensation shall occur on the anniversary date for the employee.

Upon completion of:

10 through 14 years of full-time service	\$150.00/year
15 through 19 years of full-time service	\$250.00/year
20 through 24 years of full-time service	\$500.00/year
25 through 29 years of full-time service	\$750.00/year
30 years of full-time service & thereafter	\$1,000.00/year

Part-time service may be considered in accumulating full-time years (a year to be 2088 hours worked).

## **ARTICLE XXIX**

### **HEAVY EQUIPMENT OPERATORS**

Two (2) positions of LICENSED Heavy Equipment Operators shall be granted to those individuals who meet the following criteria:

Ability to perform duties.

Qualifications - License/training

In case of individuals who both have equal qualifications and ability, then Seniority will decide the issue.

In the event the Senior (based on ARTICLE XVIII) Qualified Employee is relieved/retires/fired from the position of Heavy Equipment Operator, the employer shall offer the position to the next qualified individual on the Bid List (based on ARTICLE XVIII).

The acquiring of License by any other member of the Highway Department or the Cemetery Department during the duration of this agreement does not automatically increase his/her pay to that of a Heavy Equipment Operator's rate.

## **ARTICLE XXX**

### **LEAD PERSON**

The Highway Surveyor may create the position of “Lead Person” and appoint the individual most qualified for the position based on the following criteria:

Ability to perform duties outlined in the job description.

Meeting the qualifications (including but not limited to proper licenses, experience, and training) outlined in the job description

In the event the Lead Person is relieved, retires, or is fired from the position, the Highway Surveyor may post the position. If the Highway Surveyor decides to post the position, it shall be posted for a period of at least seven (7) days and any interested employee may apply for the position within that period. Within the thirty (30) days of the end of the period, the Highway Surveyor shall either decide to award the position to the most qualified applicant or to leave the

position vacant. In case of individuals who both have equal qualifications and ability, Seniority will decide the issue.

The above paragraph shall not be subject to the arbitration procedure.

## **ARTICLE XXXI**

### **WORKER'S COMPENSATION**

Any member of the bargaining unit who is on worker's compensation leave may decide to use sick leave and/or vacation leave to make up the difference between the worker's compensation wage benefit and his or her regular wages. Said employee shall give written notice to the appropriate Department Head, either the Highway Surveyor or the Cemetery Superintendent of his or her decision to use this leave in this fashion. If said notice is not received by the appropriate Department Head, either the Highway Surveyor or the Cemetery Superintendent, the Town shall only pay the worker's compensation wage benefit to the employee.

## **ARTICLE XXXII**

### **REDUCTIONS IN FORCE**

In the event it becomes necessary for the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen to reduce the number of employees in the bargaining unit because of financial limitations, reasons of economy, decreases in pupil enrollment or other similar reasons, the procedures set forth in this Article shall govern the layoff and reemployment of employees who are affected by any such reduction.

In accomplishing any such reduction in force, the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen shall have the sole discretion in determining which position or positions or which type or types of positions are to be eliminated. All substitute, probationary or seasonal employees within such positions shall be laid off first. If there is a vacant position in an equal or lower classification which the Selectmen decide to fill, the laid off employee shall be permitted to fill such position provided the employee has the ability to perform the work in a competent manner in the exclusive judgment of the Highway Surveyor/Cemetery Superintendent. If no such vacant position is available and the laid off employee has more seniority than employees in an equal or lower position, said employee shall be allowed to bump into that position provided the employee has the ability to perform the work in a competent manner in the exclusive judgment of the Highway Surveyor/Cemetery Superintendent. Seniority, which in regards to this Article shall be defined as the total, combined years of full-time service with the Highway Department and/or Cemetery Department, shall prevail in all instances of lay offs and bumping.

In the event of an impending reduction in the workforce, when practical, the Union shall be notified at least twenty (20) working days in advance. Within five (5) working days of such notice, the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen/designee shall arrange to meet with the Union to discuss the impact of the layoff on the affected employee(s). This discussion shall include, but shall not be limited to the availability of other positions. An employee who is to be so laid off shall be given at least fifteen (15) days written notice of the employee's proposed lay off and shall send a copy of such notice to the Union.

An employee whose employment is so laid off, shall be entitled to recall, in the inverse order of the employee's layoff, to a vacancy in the job classification from which the employee was laid off for a period of two (2) years from the effective date of the employee's lay off. During the employee's recall period, the employee shall be notified by certified mail, addressed to the employee's last address of record, of the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen's intent to recall the employee. An employee must notify the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen/designee in writing of the employee's acceptance of an offer of recall within ten (10) working days from the date the certified mail was received at the employee's address of record on file with the Highway Surveyor/Cemetery Superintendent. An employee's failure to so notify the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen/designee of the employee's acceptance of any such offer or the employee's failure, after accepting any such offer, to report for duty on the date indicated, shall be removed from the recall list and the employee's recall rights and seniority shall terminate at that time. The recalled employee may delay the employee's return to work for a period of up to fourteen (14) calendar days except in emergency situations after the date of acceptance of recall.

An employee, who is reemployed by the Highway Surveyor/Cemetery Superintendent and the Board of Selectmen within said two (2) year period after the lay off of the employee's employment under the provisions of this Article, shall have restored to the employee's the unused sick leave the employee had accumulated at the time of the employee's said lay off and any other benefits to which the employee was then entitled including the employee's seniority.



The provisions of this Article shall not apply to the termination of an employee for any reason other than the reasons as specified.

**Wage Schedule Beginning July 1, 2013**

**rates shown are per hour**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Mechanic	\$22.59	\$23.36	\$24.16	\$25.00	\$25.91	\$26.69
Labor & Equipment Operator	\$19.87	\$20.58	\$21.31	\$22.08	\$22.88	\$23.56
Heavy Equipment Operator	\$1.00 per hour above labor/equipment operator					
Lead Person	\$0.50 per hour above heavy equipment operator					
Cemetery Worker	\$19.87	\$20.58	\$21.31	\$22.08	\$22.88	\$23.56

**Wage Schedule Beginning July 1, 2014**

**rates shown are per hour**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Mechanic	\$22.93	\$23.72	\$24.53	\$25.38	\$26.30	\$27.10
Labor & Equipment Operator	\$20.17	\$20.89	\$21.63	\$22.42	\$23.23	\$23.92
Heavy Equipment Operator	\$1.00 per hour above labor/equipment operator					

Lead Person	\$0.50 per hour above heavy equipment operator					
Cemetery Worker	\$20.17	\$20.89	\$21.63	\$22.42	\$23.23	\$23.92

All employees not on maximum shall advance to the next higher step of the new classification and pay scale upon completion of each year's full-time service (anniversary date) until reaching maximum.

If the Town negotiates a general wage increase with any bargaining unit except for bargaining units representing employees at the Halifax Elementary School, for the year beginning July 1, 2013, July 1, 2014 or July 1, 2015 or if the Town Meeting approves a general wage increase for employees under the Wage and Personnel By-Law for the year beginning July 1, 2013, July 1, 2014 or July 1, 2015 then the Union shall have the right to reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2013, July 1, 2014 or July 1, 2015, respectively.

The Union may reopen this agreement for the limited purpose of negotiating a wage increase as listed in the Wage Schedule to be effective on July 1, 2014 and/or July 1, 2015. Should the Union choose to reopen for this limited purpose, it shall provide written notice to the Board of Selectmen on or before March 1, 2014 for negotiations for the year beginning July 1, 2014 and on or before July 1, 2015 for negotiations for the year beginning July 1, 2015. Failure to provide such notice shall result in the existing salary to continue through the next fiscal year only.

This agreement entered into this \_\_\_\_\_ day of June, two thousand thirteen.

FOR THE TOWN OF HALIFAX

FOR AFSCME, AFL-CIO

COUNCIL 93, LOCAL 1700

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Halifax Board of Selectmen