

**AGREEMENT  
BETWEEN THE  
TOWN OF BELLINGHAM  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO, MASSACHUSETTS STATE COUNCIL 93, LOCAL 747**

## **Department of Public Works**

**July 1, 2015 – June 30, 2018**

## **TABLE OF CONTENTS**

ARTICLE I	<b>RECOGNITION</b>	3
ARTICLE II	<b>DUES AND INITIATION FEES</b>	3
ARTICLE III	<b>PROBATIONARY PERIOD</b>	4
ARTICLE IV	<b>MANAGEMENT RIGHTS</b>	4
ARTICLE V	<b>NON-DISCRIMINATION</b>	5
ARTICLE VI	<b>NO STRIKES</b>	5
ARTICLE VII	<b>STABILITY OF AGREEMENT</b>	5
ARTICLE VIII	<b>GRIEVANCE AND ARBITRATION PROCEDURE</b>	6
ARTICLE IX	<b>JOB POSTING AND BIDDING</b>	7
ARTICLE X	<b>SENIORITY</b>	8
ARTICLE XI	<b>HOURS OF WORK</b>	9
ARTICLE XII	<b>OVERTIME</b>	10
ARTICLE XIII	<b>HOLIDAYS</b>	13
ARTICLE XIV	<b>VACATION LEAVE</b>	14
ARTICLE XV	<b>SICK LEAVE</b>	16
ARTICLE XVI	<b>SICK LEAVE BANK</b>	18
ARTICLE XVII	<b>LEAVES OF ABSENCE</b>	20
ARTICLE XVIII	<b>UNION REPRESENTATIVES</b>	20
ARTICLE XIX	<b>PERSONAL PAID LEAVE</b>	21
ARTICLE XX	<b>SAFETY</b>	21
ARTICLE XXI	<b>MISCELLANEOUS</b>	22
ARTICLE XXII	<b>JUST CAUSE</b>	27
ARTICLE XXIII	<b>LONGEVITY</b>	27
ARTICLE XXIV	<b>DURATION</b>	27
EXHIBIT A	<b>WAGE SCHEDULE</b>	29
EXHIBIT B	<b>SENIORITY LIST</b>	30
EXHIBIT C	<b>OVERTIME LISTS</b>	31
EXHIBIT D	<b>OTHER AGREEMENTS</b>	32

**AGREEMENT BETWEEN TOWN OF BELLINGHAM  
AND  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO, STATE COUNCIL 93, LOCAL 747**

This Agreement entered into between the Town of Bellingham, hereinafter referred to as the "Employer", and Local 747, 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, standards of productivity and performance, and other conditions of employment.

**ARTICLE I  
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, standards of productivity and other conditions of employment for all permanent, full-time, non-professional, employees of the Department of Public Works, hereinafter referred to as the "DPW" (formally consisting of the Highway Department and Water/Sewer Department employees) in accordance with the anticipated amended certification of said bargaining unit by the Labor Relations Commission of the Commonwealth of Massachusetts.

**ARTICLE II  
DUES AND INITIATION FEES**

An employee may authorize the deduction of union dues and an initiation fee by signing the membership and dues authorization form provided by the Union and submitted by the Union Steward to the Town Treasurer. The Employer agrees to deduct membership dues and an initiation fee, uniformly levied and authorized by the Union from the pay of each employee who has signed such membership form and to remit the dues and initiation fees so deducted to the Treasurer of the Union together with a list of the employees from whose pay such deductions have been made.

Bargaining unit employees who do not choose to join the Union will be required, as a condition of employment, to pay an agency fee which will be deducted from their pay and remitted to the Treasurer of the Union in accordance with the provisions of Section 12, Chapter 150E, of the Mass General Laws as amended by Chapter 903 of the Acts of 1977.

### **ARTICLE III**

#### **PROBATIONARY PERIOD**

All employees hired by the Town of Bellingham, Department of Public Works, shall serve a one hundred and eighty (180) calendar day probationary period and may be terminated at any time during such probationary period, for any cause, without recourse to the Union. Absences from work during such probationary period must be made up before such employee shall be considered as having completed his/her probationary period. The Employer agrees to conduct written performance evaluations, during the probationary period, on all employees hired after July 1, 2005. Performance evaluations shall be done on or before the employee's ninetieth (90<sup>th</sup>) calendar day, one hundred and fiftieth (150<sup>th</sup>) calendar day of employment. Failure of the Employer to complete a performance evaluation prescribed in this section, shall immediately cause the affected employee to complete his/her probationary period. The Employer will provide the employee with a copy of each performance evaluation.

All new hires will be required to obtain the following licenses prior to the end of their probation period:

- Drinking Water Treatment Grade 1
- Drinking Water Distribution Grade 1
- Commercial Driver's License Grade 2B
- Hoisting Engineers License
  - Grade 1B (crane on service truck and forklift)
  - 2A (Loaders and Backhoes), and Excavator
  - 4E (Catch Basin Truck).

The DPW Management will schedule and the Town will fund the training and exams necessary for the employee to obtain these licenses within the probation period.

New Hires in the position of Head Mechanic or Assistant Mechanic in addition to those noted above, will be required to pass the following Automotive Service Excellences (ASE) certification tests:

- Automobile
  - A-1 Engine Repair
  - A-9 Light Vehicle Diesel Engines.
- Medium-Heavy Truck
  - T-1 Gasoline Engines
  - T-2 Diesel Engines

The Union Steward, representing the collective bargaining unit, shall grant any reasonable request by the DPW Management to extend the probationary period for a new hire that has not been able to attain these licenses due to logistic and time necessary.

### **AMENDMENTS TO THE CURRENT AGREEMENT ( 7/1/2012 – 6/30/2015 ) REGARDING**

#### **RESOLUTION OF GRIEVANCE FILED 6/27/2014**

### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Employer shall not be deemed to be limited in any way in the performance of the regular, statutory, and customary functions of Town management, and reserves and retains all powers, authority, and prerogatives including, without limitation, the right to issue rules and regulations not inconsistent with the provisions of this Agreement.

As of April 30, 2014 the DPW Management consists of DPW Director, Assistant DPW Director, DPW Foreman, and the DPW Inspector & MS4 Manager. The DPW Management will present written notification to the Stewart of any change in DPW Management staffing or position title that takes place after August 27, 2014.

There is no longer any manager with the position of the DPW Coordinator; any reference here in the DPW Coordinator shall be interpreted as Assistant DPW Director.

## **ARTICLE V** **NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, sex, age, or physical handicap.

## **ARTICLE VI** **NO STRIKES**

### **SECTION 1**

Neither the Union nor any employee shall engage in, induce, support, encourage, or condone a strike, work stoppage, slowdown, or withholding of services by employees.

### **SECTION 2**

The Union shall exert its best efforts to prevent any violation of SECTION 1 of this Article and, if such action does occur, to exert its best efforts to terminate it.

### **SECTION 3**

The Employer shall not lock out employees of the Department of Public Works.

## **ARTICLE VII** **STABILITY OF AGREEMENT**

### **SECTION 1**

No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

### **SECTION 2**

The failure of the Employer or the Union to insist, in any one (1) or more incidents, upon the adherence to the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of either party to future performance of any such condition or term, and the obligation of the Employer or the Union to such future performance shall continue in full force and effect.

## **ARTICLE VIII**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **SECTION 1**

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms and provisions of this Agreement.

#### **SECTION 2**

The grievance procedure shall be as follows:

##### **STEP 1**

An employee or Union Representative may present a grievance in writing to the DPW Director within ten (10) workdays after the date of the act or omission giving rise to the grievance, or after the date on which there was a reasonable basis for knowledge of the occurrence. The Union Steward and/or Union Representative must be given the opportunity to be present at any discussion of the grievance between the employee and the DPW Director. The grievance shall be answered in writing, within ten (10) workdays after the date the grievance was submitted. A copy of the written answer shall be given to the Union Steward.

##### **STEP 2**

If the DPW Director has not satisfactorily adjusted the grievance in STEP 1, it shall be presented to the Town Administrator, in writing, within ten (10) workdays following receipt by the employee or the Union Representative of the Director's reply. The Town Administrator shall submit an answer to the Union, in writing, within ten (10) workdays following the date of receipt of the grievance. Failure to answer the grievance within the time limit stipulated shall constitute agreement to the remedy sought by the Union. The Town Administrator may request an extension of the time limit for answering the grievance and the Union will not unreasonably refuse to grant such extension.

##### **STEP 3**

If the grievance is not satisfactorily adjusted in STEP 2, it may be brought to arbitration solely by the Union. The Union shall notify the Town Administrator, in writing, within ten (10) workdays of the receipt of the Town Administrator's reply in STEP 2 of the Grievance Procedure outlined above that it wishes to have the grievance submitted to binding arbitration. A copy of the written request for arbitration shall be submitted to the Town Administrator.

#### **SECTION 3**

The Arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association. The Arbitrator's award shall be final and binding on the parties provided the award is within the jurisdiction and authority of the Arbitrator pursuant to this Agreement. The Arbitrator's award shall be confined to the specific issue submitted to him/her and the Arbitrator shall have no power to amend, alter, add to, or detract from the terms of this Agreement.

#### **SECTION 4**

All fees and expenses of the Arbitrator shall be borne equally by the parties. Each party shall bear the expense of the preparation and presentation of its own case. If either party desires a stenographic record of the hearing it shall bear the cost for such record. The Arbitrator shall be requested to issue his/her award within thirty (30) calendar days of the close of the hearing or the date that the post-hearing briefs are presented.

#### **SECTION 5**

In the event two (2) or more unrelated grievances should be referred to arbitration at the same time, either party shall have the right to demand that such unrelated grievances be submitted to a separate arbitrator.

#### **SECTION 6**

Grievances involving disciplinary action shall be processed starting at STEP 2 of the Grievance Procedure. If such grievance is not resolved by the parties and is submitted to arbitration, the Arbitrator may order the restoration of an employee who has been discharged with or without back pay for the time lost.

### **ARTICLE IX JOB POSTING AND BIDDING**

#### **SECTION 1**

All available openings, which are not filled by the recall of an employee on lay-off, shall be posted in a conspicuous place for a period of seven (7) workdays. Such posting will list the classification, rate of pay, duties, hours of work, and the minimum educational and experience requirements of the open position. Employees who wish to be considered for such jobs shall submit a bid, in writing, to the DPW Director within the seven (7) day period.

#### **SECTION 2**

Within a period of ten (10) workdays following the last day of the seven (7) day posting period, the Employer will award the position to the most senior qualified applicant and the most qualified senior applicant for the position of mechanic or assistant mechanic only. In the event no applicant is qualified, the Employer may fill the position from outside the bargaining unit. The Employer shall have the right to temporarily fill the open position for a period of no more than thirty (30) calendar days pending the award of the position as provided above. The Employer may request a thirty (30) calendar day extension, which shall not be unreasonably denied. In the event that a position is open due to an extended absence on sick leave or Worker's Compensation, the employer will post the position as "temporary". If no member of the unit is qualified or no member bids on the posted temporary position, the employer may temporarily fill the position from outside the bargaining unit. The outside filling of temporary positions shall extend to the duration of the absence or until it is determined that the employee, whose position is being filled by the temporary employee, will not be returning to their position. If an employee does not return and is no longer employed by the Town, the temporary position will immediately be vacated and the position will be subject to the Job Posting and Bid requirements of this agreement.

#### **SECTION 3**

Copies of all postings and notice of the identity of the successful applicant shall be furnished to the Union Steward.

#### **SECTION 4**

The successful applicant shall be given a ninety (90) calendar day trial and training period in the new position at the applicable rate of pay. At any time during the trial and training period, the employee may elect to return to his/her previous classification, without loss of seniority. If the successful applicant elects to return to his/her previous classification, he/she shall be barred from bidding on the same position for a period of three (3) calendar years from the date they return to their previous classification. If at the end of ninety (90) days, it is determined the employee is not qualified, he/she shall be returned to his/her previous classification, without loss of seniority.

#### **SECTION 5**

The Employer shall be the sole judge of the qualifications and abilities of all applicants and such judgment shall not be exercised arbitrarily or unreasonably.

#### **SECTION 6**

Individuals transferring to the Highway list must obtain a C.D.L. license within 90 days. In the event an individual is unable to obtain the license within **180** days he will be returned to the water list without penalty and another bid opportunity will result. The test will be administered during the work day.

### **ARTICLE X** **SENIORITY**

#### **SECTION 1**

Seniority shall be defined as the length of service in the Town of Bellingham, Department of Public Works. Seniority shall be acquired by an employee upon completion of their probationary period, at which time seniority shall be retroactive to the first day of employment. A Seniority List for positions in the bargaining unit covered by this Agreement shall be set forth in "EXHIBIT B" attached hereto and made a part hereof.

#### **SECTION 2**

Seniority shall accumulate during the first twenty-four (24) months of absence due to illness, injury, lay-off for lack of work or funds, or other authorized leave of absence.

#### **SECTION 3**

In case of lay-offs in the Department of Public Works, the senior employee shall be retained. Employees recalled from lay-off shall retain seniority and all associated rights.

#### **SECTION 4**

Seniority shall be broken when an employee (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return to work at the expiration of an authorized leave of absence, (e) is laid off for a period of time in excess of the length of service held at time of layoff, (f) fails to return to work within a period of ten (10) workdays following receipt of notice of recall, or (g) is absent for more than two (2) workdays without notice to the Employer of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) workdays, without loss of seniority or recall rights.

#### **SECTION 5**

An employee whose seniority is broken under the provisions of SECTION 4(e) above will be re-hired in the event an opening occurs in the position from which such employee was laid off, or in any other position which such employee can perform provided such opening occurs within three (3) years of the date the



employee was terminated and further provided that such opening is not filled by a bargaining unit employee in accordance with the Job Posting and Bidding provisions of this Agreement.

## **ARTICLE XI**

### **HOURS OF WORK**

#### **SECTION 1**

The regular hours of work each day shall be consecutive, except for interruptions for meal periods. The workweek shall consist of five (5) consecutive eight (8) hour days, Monday – Friday. As a further exception, employees holding the classification of Mechanic or Assistant Mechanic shall only be assigned to a workweek of Monday – Friday. The normal workday shall consist of eight (8) hours within the twenty-four (24) hour calendar day. Each employee shall be scheduled to work a shift with a regular starting and quitting time. Working hours shall be 7 AM to 3 PM with a fifteen (15) minute morning and a fifteen (15) minute afternoon break. In the event management determines employees are abusing this schedule by taking breaks in excess of the two (2) fifteen (15) minute breaks, the Town reserves its right to unilaterally institute a 7AM. to 3:30 PM workday with a thirty (30) minute meal period. All work associated with snow removal and sanding operations shall be considered as emergencies for the purpose of this Agreement. During such period of snow removal and sanding operations, all employees shall be subject to re-call. The DPW Director, DPW Foreman, Assistant DPW Director or DPW Inspector & MS4 Manager may re-call employees for any work they deem necessary. Call in procedure is detailed in Article XII – Overtime-Section 1 and Article XXI Miscellaneous – Section 4 On-call Duty and Callback. The Employer reserves the right to establish a second shift for sweeper operator.

#### **SECTION 2**

Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever possible. Employees who work four (4) or more hours of overtime beyond the normal quitting time of their shift shall be granted a one-half (1/2) hour paid meal period by the Employer, and an additional meal period shall be permitted for each additional four (4) hours worked beyond their regular quitting time. Rest periods will be permitted during each two (2) hour work period, at times other than meal times, during such overtime work periods.

#### **SECTION 3**

The Employer reserves the right to employ any amount of temporary or part-time help during periods the Employer deems it necessary to do so. This part-time or temporary help shall in no way deprive the regular employees of their regular workweek. DPW employees shall be called in to the extent there is equipment available for them to operate.

#### **SECTION 4**

Any employee who has not been told not to report to work, reports to his/her place of work at his/her regular scheduled time and is sent home for lack of work, shall be paid eight (8) hours pay at the rate he/she would have been entitled to receive had he/she worked as scheduled.

#### **SECTION 5**

Notwithstanding Article IX, Sections 1 and 2, employees assigned to perform work in a higher skill classification, on a temporary basis, due to the authorized absence of another member of the bargaining unit, shall be compensated at the hourly rate of pay for the higher skill classification, and for all hours worked after the employee fills in said capacity for a forty (40) consecutive hour period. The increased compensation will not take effect until after the forty (40) consecutive hours are worked. The increased compensation will only take effect following a forty (40) hour occupancy period in the higher skill classification. Upon return of the absent member, the affected employees shall return to their previous classifications and rates of pay. If the absent member is permanently unable to resume the duties of his/her classification, the position shall be posted in accordance with the provisions of Article IX.

## ARTICLE XII

### OVERTIME

#### SECTION 1

The Wage Schedule for positions in the bargaining unit covered by this Agreement shall be set forth in "EXHIBIT A" attached hereto and made a part hereof. Employees covered by this Agreement shall be paid overtime at the rate of time and one-half their regular straight time hourly rate of pay for all work performed in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. The regular straight time hourly rate of pay shall be deemed to include longevity and differentials to the extent required by Federal Law. Overtime work offered and refused shall be charged as overtime worked in determining equal distribution. Work taken out of rotation shall be charged as time worked. **Average the pay increase over all members of the bargaining unit.**

Overtime shall be equally and impartially distributed to members of the bargaining unit. Two (2) Lists to be used in the distribution of overtime for employees in the bargaining unit covered by this Agreement shall be set forth in "EXHIBIT C" attached hereto and made a part hereof. Overtime specifically related to Highway Department activities will be offered to employees on LIST #1. If additional manpower is needed, LIST #2 will be utilized. Overtime work specifically related to Water/Sewer Department activities will be offered to employees on LIST #2. If additional manpower is needed, LIST #1 will be utilized.

LIST #1 – Highway Department  
LIST #2 – Water/Sewer Department

Further, the parties agree the Facilities Operators shall always remain on the water/sewer list. In the event of a vacancy, employees shall have the right, subject to seniority, to move from their present list to the vacant position. The lists shall be equally divided as new personnel are hired. In the event of an odd number of employees the water/sewer list shall be greater.

#### SECTION 2

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his/her regular starting time, shall be paid at the rate of time and one-half their regular straight time hourly rate of pay for all hours worked on callback. Employees not regularly scheduled to work on Sundays shall receive double their regular straight time hourly rate of pay for all time worked on Sunday. Employees who work overtime on a callback or who are called into work on a scheduled day off shall be guaranteed a minimum of four (4) hours at time and one-half their regular straight time hourly rate of pay.

#### SECTION 3

Employees will be paid double their regular straight time hourly rate of pay for time worked on a paid holiday, in addition to their holiday pay.

#### SECTION 4

Time paid but not worked shall be considered as time worked for the purpose of computing overtime pay. Overtime shall be voluntary, except in emergency situations. There shall be no discrimination against any employee who declines to work overtime; **this part-time or temporary shall in no way deprive the regular employees of their regular workweek or overtime.** When, in case of extreme emergency, it is necessary to call in employees from the other areas to aid and assist, such personnel will be released from overtime work when the Department of Public Works personnel can handle the workload.

## **SECTION 5**

Employees who are required to perform work on callback, between November 1<sup>st</sup> and March 31<sup>st</sup>, shall be compensated at the rate of double their regular straight time hourly rate of pay for all work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. This rate shall apply to callback and shall not include replacement shifts occurring on weekends or elsewhere.

## **SECTION 6**

In the event employees are required to work overtime after normal scheduled workdays; the overtime list will be utilized after 2:00 PM. Employees who work overtime as a continuation of their normal workday and do not work a minimum of four (4) hours, will not be charged as working overtime and will not lose their position on the overtime list. Overtime work offered after 2:00 PM and refused shall be charged as overtime worked in determining equal distribution. An Employee will not be charged for work offered and refused when he/she is not eligible to work overtime due to the fact that they are already working.

If an employee is absent from work on paid leave, and on the same calendar day when an overtime opportunity is scheduled or presents itself, the overtime opportunity shall be charged against said employee who is on paid leave, as work offered and refused, for the purpose of determining equal distribution of overtime. Notwithstanding the provisions of Section 1 of this Article, if the Employer acting in good faith, attempts to fill an overtime opportunity and in doing so inadvertently offers said overtime opportunity to members of the bargaining unit out of sequence with the overtime lists, then only the employee who actually worked the overtime shall be charged (given a skip) for overtime worked for work taken out of rotation.

Any member of the bargaining unit, who is not required as a condition of employment to obtain a Commercial Driver's License (CDL), a **Hoisting Engineers**, or any special license specified in Article XXI, Section 7 of this Agreement, and who voluntarily elects not to obtain said license, shall when an overtime opportunity which requires said license is scheduled or presents itself, be charged as work offered and refused, for the purpose of determining equal distribution of overtime. An overtime opportunity which is scheduled or presents itself that requires a specialized skill (as determined by the Employer) or a license to perform the work shall only be offered to those employees who possess the specialized skill or license. Such overtime opportunities shall only be charged against employees who are actually offered the work, as work taken out of rotation. Therefore, any specialized overtime opportunity that requires a trained Mechanic shall be offered first to the Head Mechanic, and then to other trained Mechanics in order using the overtime lists as specified in Section 1 of this Article. Any other overtime opportunity that requires a specialized skill (as determined by the Employer) or a license to perform the work shall be offered only to employees qualified to do the work, and in order using the overtime lists as specified in Section 1 of this Article. The determination by the Employer that an overtime opportunity requires a specialized skill or license shall not be arbitrary or capricious.

**In the event a mechanic is required to perform overtime work, Employees holding the position of Mechanic or Asst. Mechanic shall be called in on a rotating mechanic list. Said list is based on Seniority.**

## **SECTION 7**

No employee shall be required to take compensatory time off in lieu of pay for time worked in excess of his/her regularly scheduled hours of work. An Employee who elects to take compensatory time off in lieu of pay for time worked shall be credited at the applicable rate of pay for all hours worked and any portion thereof. Compensatory time off in lieu of pay for time worked shall be taken in the same manner and under the same conditions as vacation leave.

## **SECTION 8**

The Employer shall maintain a current posting of the overtime list. The list shall be revised on the next business day, Monday through Friday, exclusive of holidays after overtime has been assigned and the next eligible bargaining unit member changed. The updated list shall be posted by 3:00 PM. The posting shall be in one location, and near the time clock. The Union agrees that no grievance will be filed if the Employer fails to post the updated list before 3:00 PM due to unforeseen circumstances. Employees will not be charged for "overtime work offered and refused" when a member is not eligible to work the overtime due to the fact he is already working.

## **SECTION 9 - Miscellaneous Scheduled Weekend Overtime**

Members on the water list Water Treatment Operator License T-1 or higher will have first right to Scheduled Weekend Overtime for facilities maintenance. If no one from the water list can take the duty, the duty will be assigned based on the weekly overtime list of all employees with Water Treatment Operator License T-1 or higher.

Employees working Saturday Miscellaneous Scheduled Weekend Overtime during the period noted in Article XII Section 5 (November 1st to March 31st) will be paid double their regular rate.

Employees working Sunday Miscellaneous Scheduled Weekend Overtime shall be paid as noted in Section 2, and therefore will be paid double their regular rate for all Sunday duty. The parties agree to a trial period for this provision extending to the duration of the contract. In the event the Town determines the weekend overtime scheduling described above is not beneficial, the parties agree to discuss implementation of the weekend scheduling which existed prior to this implementation of this agreement.

**Weekend Overtime (OT) Shift will be assigned at least three months in advance on a rotation through eligible staff member on the Water List (TI License required).**

**(Example – When the agreement is ratified, the Weekend OT shifts shall be posted for all weekends for the next three months. Moving forward, on the first of the month or first day of work in a new month the DPW Management will assign the Weekend OT shift for the month that starts in three months. On October 1<sup>st</sup> management will post January).**

**In order to be eligible for Weekend OT Shift Assignment an employee must have accepted call back for 75% of the non-emergency call backs within the previous six months. Call back messages left by the DPW Management that go to an employee's voice mail are considered as a call back denied.**

**The percentage of accepted call back stipulation will not be instituted until six months after the new agreement is ratified.**

**(Example – if the agreement is approved July 1<sup>st</sup>, the Weekend OT Shift will be assigned utilizing the entire water list ( with TI), on January 1<sup>st</sup> the call back acceptance will be reviewed before assigning the next month's Weekend OT Shifts assignments.)**

**The members of the bargaining unit may swap weekend shifts (have another employee cover). The swap will be done by the members of the bargaining unit. Any swap must be reported to the DPW Management no later than noon on the last work day before the weekend. The person who works the shift will be paid for the shift.**

**In the event a member of the bargaining unit needs to take unexpected leave on their assigned weekend day, the DPW Management will utilize the typical call back procedure to cover for the employee who has taken leave.**

**Holiday OT work shall be assigned based on the WATER List not the Weekend OT Shift Assignment list.**

**All other overtime call back will be assign via typical back procedure with no consideration for who is assigned the current, recent past, or upcoming weekend shift.**

Weekend overtime is meant to keep a full staff working through the week; therefore, if any employee assigned a weekend shift of Saturday or Sunday uses vacation, personal day, and / or sick time on Friday before, or the Monday after, they work a Saturday or Sunday, they will receive a skip on the Weekend OT Shift assignment list. The list will be applied the next time the Weekend OT Shifts Assignments are established.

In the event of swapped shifts, the skip on Weekend OT Shifts Assignment, shall apply only to the employee who actually works the weekend OT shift.

Employees who are out on leave (Sick, Vacation or Personal) are ineligible to work call back non-emergency overtime; therefore, will not be assessed with a refusal to accept overtime for calculation of percentage of acceptance.

The DPW Union Steward and Vice Steward, or their assigned designee, will be present when the percentage of overtime accepted is calculated and weekend coverage assigned.

The management will post the percentage of overtime accepted on at least a monthly basis.

### ARTICLE XIII

#### HOLIDAYS

##### SECTION 1

The following days shall be paid holidays for employees covered by this Agreement:

New Year's Day

Martin Luther King Jr's Birthday

President's Day

Good Friday (1/2 Day)

Patriot's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

1/2 Day Before Thanksgiving

Thanksgiving Day

Day After Thanksgiving

1/2 Day Before Christmas Day

Christmas Day

1/2 Day Before New Years Day

All of the above paid holidays shall be considered as falling on the day designated by the Employer in accordance with statute or proclamation. Holidays falling on a Sunday will be observed on Monday. If a holiday is observed on an employee's day off or during his/her vacation, he/she shall receive a compensatory day off with pay to be taken at a time mutually agreed on between the employee and the DPW Director, but in no case more than six (6) months after the date of the holiday.

## **SECTION 2**

In case of emergency which requires the employee to work on either or both of the half (1/2) days before Thanksgiving, Christmas, or New Year's Day, the employee will receive holiday pay at the rate described in Article XII, SECTION 3 for the half (1/2) day.

## **SECTION 3**

In order to be eligible to receive pay for the above listed holidays, employees must work their last scheduled workday before the holiday, and their first scheduled workday after the holiday. Employees excused from work for either the last scheduled workday before the holiday or the first scheduled workday after the holiday shall be paid for the holiday. Employees on a non-paid leave of absence on either the last workday before, or the first workday after the holiday will not be paid for the holiday. Employees absent on paid sick leave on either the last workday before, or the first workday after the holiday shall be paid for the holiday, and such pay shall not be charged as sick leave. Any employee who starts work on the day after the holiday will not be paid for the holiday.

# **ARTICLE XIV**

## **VACATION LEAVE**

### **SECTION 1**

An employee having less than five (5) years of continuous service as of his/her anniversary date of hire in any vacation year shall receive ten-twelfths (10/12ths) of a day of paid vacation leave for each month worked during the twelve (12) month period prior to his/her anniversary date of hire.

### **SECTION 2**

An employee having five (5) but less than ten (10) years of continuous service on his/her anniversary date of hire, shall receive one and one-quarter (1¼) days of paid vacation leave for each month worked during the twelve (12) month period prior to his/her anniversary date of hire.

### **SECTION 3**

An employee having ten (10) years of continuous service as of his/her anniversary date of hire shall receive one and three-quarters (1¾) days of paid vacation leave for each month worked during the twelve (12) month period prior to his/her anniversary date of hire.

### **SECTION 4**

An employee having twenty (20) years of continuous service as of his/her anniversary date of hire shall receive twenty-five (25) days of paid vacation leave, accrued monthly, during the twelve (12) month period subsequent to his/her anniversary date of hire.

## **SECTION 5**

The vacation year shall be the calendar year. Unused vacation leave may not be carried over into a subsequent vacation year, except that the DPW Director may, at his/her sole discretion, permit an employee to carry two (2) weeks of unused vacation leave over to the next vacation year. Employees with two (2) years or more of service, may at their sole discretion, carry over a maximum of ten (10) days of vacation leave.

## **SECTION 6**

Senior employees shall have preference in scheduling of vacation leave. Vacation leave must be taken between April 1<sup>st</sup> and November 30<sup>th</sup>, with the exception of three (3) individuals who may be scheduled at any one time between December 1<sup>st</sup> and March 31<sup>st</sup>, and shall be limited to seven (7) employees in any one (1) week and not more than two (2) mechanics at any given time. Exceptions to these provisions are subject to the approval of the DPW Director.

## **SECTION 7**

Upon termination of employment, the employee shall receive payment equal to the amount of vacation leave he/she would have received had the termination not taken place. If the termination is caused by death, such payment shall be paid to the employee's spouse, estate, or beneficiary as designated for life insurance purposes.

## **SECTION 8**

Employees shall accrue vacation leave credit during any period of absence with pay (i.e. paid sick leave, jury duty, etc.) and during the first twenty-four (24) months of absence due to illness or injury arising out of and connected with the employee's work.

## **SECTION 9**

Subject to the provisions of SECTION 7 of this Article, any employee who has not worked a total of thirty (30) weeks in aggregate during the fifty-two (52) week period prior to the employee's anniversary date in the vacation year shall receive a pro-rated vacation leave allowance based on one-twelfth (1/12<sup>th</sup>) of the employee's normal vacation leave allowance, for each month worked during the twelve (12) month period prior to the anniversary date in the vacation year.

## **SECTION 10**

If unforeseen conditions make it necessary to request an employee to change a previously approved vacation schedule, and it can be shown that such change would result in a serious hardship or financial loss, such reschedule may not be required without the written authorization of the Town Administrator.

## **SECTION 11**

A day of paid vacation leave shall be the number of hours the employee is regularly scheduled to work multiplied by the employee's regular straight time hourly rate of pay.

## **SECTION 12**

An individual who is re-hired by the Employer shall be credited with any service accrued during his/her previous periods of employment by the Town of Bellingham for the purpose of determining the amount of vacation leave an employee is entitled to receive.

### **SECTION 13**

Ordinarily, vacation leave shall be taken in increments of at least one (1) day. With a two (2) day notice to, and the prior approval of the Department Head, however, an employee may take up to five (5) days of his/her annual entitlement in increments of one-half (1/2) day. The Department Head shall not unreasonably deny a request provided it meets with the provisions of Article XIV, SECTION 6.

### **SECTION 14**

Employees hired prior to January 1, 1978, shall be compensated with one (1) years vacation leave (pro-rated based on date of retirement) upon retirement to compensate for the change in accrual established in 1978.

## **ARTICLE XV**

### **SICK LEAVE**

#### **SECTION 1**

Sick leave with pay is the number of days, which may be granted to an employee without deduction from his/her regular pay for absence:

- (a) When incapacitated for the performance of work because of sickness or injury;
- (b) For medical, dental, or optical examination or treatment;
- (c) When, through exposure to contagious disease, the presence of the employee at his/her regular place of work would jeopardize the health of others; or
- (d) By reason of serious illness or injury of a member of an employee's immediate family, requiring the care and attendance by the employee and limited to **(8)** days in any calendar year.

Abuse of sick leave may result in suspension without pay or discharge. The parties recognize the Employer's right to discipline employees for abuse of sick leave.

#### **SECTION 2**

Sick leave shall be credited at the rate of one and one-half (1½) days for each calendar month of employment. Sick leave accumulation will begin at once for employees starting work prior to the sixteenth (16<sup>th</sup>) day of the calendar month, otherwise credit will begin on the first (1<sup>st</sup>) day of the calendar month following the month of hire, and will accumulate, to the extent it is not used, to a maximum of two hundred (200) days until June 30, 1994. All employees may accumulate up to two hundred (200) days until June 30, 1994. Any accumulation above one hundred and twenty (120) days as of June 30, 1994, will start a new accumulation of up to one hundred and fifty (150) days. Days accumulated after July 1, 1994 will not be eligible for buyback purposes. Employees hired after July 1, 1992, will not be eligible for sick leave buyback. Buyback will be based on one-third (1/3) of an employee's unused sick leave to a maximum accumulation of one hundred and twenty (120) days. Employees who have not accumulated one hundred and twenty (120) days as of June 30, 1994, shall be given until June 30, 1997 to accumulate one hundred and twenty (120) days for the purpose of buyback. However, no sick leave with pay will be granted to any employee until the employee has completed his/her probationary period. At the end of the probationary period, the employee will be credited with nine (9) days of accumulated sick leave. Annually, as of January 1 of each year, the Employer will provide each employee with a statement of accumulated sick leave. An employee who reports to work, but subsequently goes home sick before completing a full day's work, shall not be charged sick leave for the number of full hours he/she in fact worked.



### **SECTION 3**

For periods of absence of three (3) days or less, the certification of the employee as to the reason for the absence will be accepted and a medical doctor's note will not be requested; except that where an employee's prior record of absenteeism has been unsatisfactory, the Employer may require corroborating evidence. For absence due to illness or injury where the employee is out for more than three (3) days a medical doctor's note or other evidence satisfactory to the DPW Director, or the DPW Foreman may be required. No employee shall be granted sick leave with pay for any period of absence unless the employee has notified his/her immediate supervisor or other designated person of the cause therefore before the expiration of the first hour of absence or as soon thereafter as practicable.

### **SECTION 4**

An employee who suffers a work connected illness or injury of a disabling nature, and entitled to compensation under the Workman's Compensation Act, may receive for the duration of such absence, and while sick leave credits are available, that portion of accumulated sick leave which together with said Workman's Compensation benefits, will equal the employee's regular pay. At no time, however, may an employee receive more than their regular wages as a result of any combination of paid sick leave and Workman's Compensation benefits. Any excess pay received must be paid over to the Employer who will use such payment to credit the employee with accumulated sick leave in the amount equivalent to the value of the repayment. If an employee fails to make such repayment after having been asked to do so, the Employer shall deduct the amount of repayment due to the employee's pay.

### **SECTION 5**

No employee who is absent because of a non-work connected illness or injury in excess of the time for which accumulated holiday, personal leave, sick leave, or vacation leave credit may be paid, shall accrue sick or vacation leave or receive holiday pay. Employees who are absent because of a work connected illness or injury shall continue to accrue sick leave and vacation leave credit for the first (24) months of **SICK LEAVE**. The accrual and payment of such benefits may not result in income to the employee, which would exceed the employee's regular rate of pay. Upon indication from the employee that he/she wishes to return to work the Employer may require the employee to submit medical evidence, i.e. a medical doctor's note that the employee is able to perform the regular and customary duties of his/her position.

### **SECTION 6**

An employee whose service is terminated voluntarily, or for reason other than cause, with the exception of retirement, will receive payment for one-third (1/3) of accumulated sick leave credited as of the date of termination, provided they qualify under Article XV, SECTION 2. In case of death, payment will be made to the employee's spouse, estate, or beneficiary as designated for life insurance purposes. In addition, employees covered by this Agreement on its effective date who voluntarily terminate their employment shall be entitled to buyback one-third (1/3) of their accumulated sick leave to a maximum of one-hundred and twenty (120) days.

### **SECTION 7**

If an employee does not take sick leave for three (3) consecutive calendar months, i.e. February, March, and April, he or/ she shall accrue one and one-half (1-1/2) days of vacation leave above his or /her regular vacation leave. The one and one-half (1-1/2) days of vacation leave shall not be deducted from the employees sick leave balance.

### **SECTION 8**

In the event notice of a scheduled medical appointment is not provided within a 36 hour notice, personal or vacation time must be used.

## **ARTICLE XVI**

### **SICK LEAVE BANK**

It is the parties' intent to establish a jointly administered Sick Leave Bank, for the Department of Public Works, and the Municipal Center Employees (formerly known as the Town Hall Clerical) bargaining units represented by AFSCME, and to pool a portion of the sick leave allowances granted under the contracts to provide for continued payment of employees with catastrophic or prolonged illnesses or injury.

#### **SECTION 1**

Effective January 1, 1997 a sick leave bank shall be established.

#### **SECTION 2**

Each employee shall contribute two (2) days per year to the sick leave bank.

#### **SECTION 3**

The Sick Leave Bank shall at all times maintain a minimum of eighty-four (84) days in reserve. If the number of days falls below the minimum then each employee will contribute one (1) additional day. However, the total number of sick leave days in reserve shall not exceed two hundred and fifty (250) days. In the event the maximum would be exceeded then SECTION 2 of this Article would not be applied.

#### **SECTION 4**

A Sick Leave Bank Committee to consider eligibility for an employee to draw upon the Sick Leave Bank shall be established. This committee shall consist of two (2) members appointed by the Union and one (2) members appointed by the Town Administrator. In the event of the Sick Leave Bank Committee results in a tie when considering eligibility of an employee to draw upon the Sick Leave Bank, the Town Administration shall break the tie by applying the provisions of Section 5 below. All decisions of the Sick Leave Bank Committee are final and binding and not subject to the grievance procedure.

#### **SECTION 5**

The following criteria shall be used by the Sick Leave Bank Committee in determining the eligibility of an employee to draw from the Sick Leave Bank, and in determining the amount of leave:

- (a) An employee must have accumulated sixteen (16) days in their employee benefits and must use all accumulated holiday, personal leave, sick leave and vacation leave credit prior to seeking assistance from the Sick Leave Bank.
- (b) An employee must submit written medical evidence, i.e. a medical doctor's note, indicating the inability of the employee to perform his/her duties. The medical evidence must include the specific nature of the illness or injury, and the date the employee may expect to return to work.

(c) An employee's prior utilization of his/her sick leave.

(d) An employee's prior requests for and use of sick leave drawn from the Sick Leave Bank.

(e) Workmen's Compensation may apply for sick leave up to 15 days for the sole purpose to keep benefits and at the end of that time will not accumulate sick days until repaid in the sink bank.

(f) One of the members for the Union Sick Leave Committee will make a written report for all applicants approved or not approved to the President and the President will make a report to the Local. (on Sick Bank Leave days in reserve.)

#### **SECTION 6**

No days may be granted from the Sick Leave Bank for any reason other than that due to prolonged illness or injury. Days may not be granted for the normal or usual illness due to pregnancy, childbirth, or the recuperation there from, except when accompanied by a medical doctor's note that said employee could not perform the duties appropriate to his/her position because of unusual or abnormal complications occurred during such illness.

#### **SECTION 7**

Upon compliance with SECTION 5 by an employee, the Sick Leave Bank Committee shall issue a grant of days from the Sick Leave Bank reserves. The grant shall be no less than five (5) days and no more than fifteen (15) days.

#### **SECTION 8**

In the event an employee needs additional days then SECTIONS 5, 6, and 7 may be reapplied.

#### **New Guidelines for Sick Leave Bank**

Not eligible for 2 years

Section 5 (a) revised accrued 16 days to 16 days accumulated

Workman's Compensation may apply for sick leave up to 15 days for the sole purpose to keep benefits; and at the end of that time will not accumulate sick days until repaid in the bank.

Section addition – One of the members for the Union-Sick Leave Committee will make a written report for all applicants approved or not approved to the President; and the President will make a report to the Local (on Sick Bank Leave days in reserve.)

## **ARTICLE XVII**

### **LEAVES OF ABSENCE**

#### **SECTION 1**

##### **Bereavement Leave**

In the event of death of a member of an employee's immediate family, the employee will be granted five (5) days paid leave of absence for time lost from scheduled workdays between the date of death and the day of the funeral. Immediate family shall include a spouse, child, mother, father, mother-in-law, father-in-law, sister, brother, or other relatives living in the employee's household. In the event of death of an employee's grandchild, grandmother, grandfather, the employee will be granted a three (3) day paid leave of absence for time lost from a scheduled workday between the date of death and the day of the funeral. In the event of death of an employee's brother-in-law, sister-in-law, aunt, or uncle, niece or nephew of either spouse, the employee will be granted a one (1) day paid leave of absence for time lost from a scheduled workday between the date of death and the day of the funeral. In the event of unusual circumstances, the employee will be permitted to take an additional day of paid leave, which will be charged as sick, or vacation leave at the option of the employee. Employees shall not be required to take Bereavement Leave, allowable under this section, immediately after the death of a relative, but may request such leave be granted commensurate with the funeral and related necessary procedures.

#### **SECTION 2**

##### **JURY DUTY**

The Employer agrees to make up the difference between the employee's regular gross weekly wages and the compensation received for Jury Duty. Travel allowances received by an employee serving on a jury shall not be considered as part of the compensation received for Jury Duty.

#### **SECTION 3**

##### **MATERNITY LEAVE**

Maternity Leave shall be granted in accordance with the provisions of Massachusetts General Laws Chapter 149, Section 105D. Upon request, the employee will be granted two (2) days sick leave to care for a spouse.

#### **SECTION 4**

##### **MILITARY LEAVE**

Leave of absence will be granted to employees for National Guard or Reserve encampments, not to exceed seventeen (17) days per calendar year. The Employer will make up the difference in pay between the employee's regular gross weekly wages and the allowance received by the employee for such military duty.

## **ARTICLE XVIII**

### **UNION REPRESENTATIVES**

#### **SECTION 1**

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

## **SECTION 2**

Union Stewards and other designated Union representatives having the authorization of the Union to process grievances shall be granted reasonable time off during working hours to investigate and settle grievances, conduct business, and attend meetings. Such time shall be limited to three (3) hours of paid time in any workweek. In unusual circumstances, the DPW Director may authorize and approve additional time.

## **SECTION 3**

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employee, AFL-CIO, and/or Council 93, and/or Local 747, to enter the premises at any time for individual discussions of working conditions with employees. Upon entering any Department, the Union representatives will notify the Department Supervisor of their presence. The Union agrees that its representatives will not interfere with the performance of duties assigned to the employees.

## **ARTICLE XIX**

### **PAID PERSONAL LEAVE**

Employees shall be granted two (2) days off with pay during each calendar year for personal reasons. Such personal leave shall not be charged as paid vacation or sick leave. Employees need only provide notice prior to commencement of the workday.

## **ARTICLE XX** **SAFETY**

### **SECTION 1**

The Union will designate one representative to review all matters of personal safety with the Employer.

### **SECTION 2**

The Employer agrees to furnish rented uniforms to employees: ten (10) shirts and ten (10) pairs of trousers weekly. The Employer also agrees to purchase towels and other safety equipment required by employees. The Employer agrees to pay each employee on or before July 15<sup>th</sup> of each year five hundred dollars (\$500) for the purchase of safety boots/shoes, work pants, winter jackets, or other work related clothing. The Employer agrees to increase the clothing allowance from two hundred and fifty dollars (\$250) to five hundred dollars (\$500). In order to receive payments in excess of two hundred and fifty dollars (\$250), the employee must present receipts to the Employer documenting the purchase of safety boots/shoes, work pants, winter jackets, or other work related clothing. Employees will be required to show a receipt as proof of purchase for safety boots/shoes. Further, the parties agree to meet in an attempt to establish an incentive to reduce lost time due to on-the-job injuries. In the event such a program cannot be agreed upon, the clothing allowance shall be increased an additional fifty dollars (\$50). Effective July 1, 1992 the Employer agrees to replace, or repair an employee's prescription eyeglasses, only if such eyeglasses were lost or damaged during the course of the performance of his/her duties, to a maximum of (\$400.) per employee per contract year. Cell phone Compensation is \$200.00 yearly to be paid in July.

Each member of the bargaining unit shall provide the DPW Management with a single cell phone number for a call back contact.

### **SECTION 3**

No employee in the DPW bargaining unit covered by this Agreement shall perform any activity requiring authorization from DIG SAFE, until such authorization is received. No employee shall be disciplined for refusing to perform any activity requiring authorization from DIG SAFE, if such authorization has not been received.

## **ARTICLE XXI**

### **MISCELLANEOUS**

#### **SECTION 1**

##### **AMBULANCE FEE**

In the event an employee is injured during working hours, and requires medical transportation to the hospital, the Employer agrees to pay complete ambulance fee.

#### **SECTION 2**

##### **BACKHOE/BRUSH MACHINE OPERATOR**

Employees shall receive a differential of **(\$2)** per hour, guaranteed for a minimum of eight (8) hours, for each workday while operating a backhoe or a brush machine. The backhoe/brush machine differential shall be paid weekly, and shall be used to compute the employee's overtime rate of pay. The backhoe/brush machine operator shall be rotated on a monthly basis, among qualified operators. The DPW Management will make a good faith effort to assign the work on this equipment in an equitable manner to all qualified members of the bargaining unit.

#### **SECTION 3**

##### **BULLETIN BOARDS AND NOTICES**

Bulletin board space where announcements can be posted shall be located in conspicuous places where employees enter or leave the premises. Parties to this Agreement affirm that no notice of a political, derogatory, inflammatory or denunciatory nature will be posted. The Union will submit all notices it wishes to have posted to the DPW Director, prior to posting. Any employee, whether or not a Union officer or representative, will be subject to a disciplinary penalty if found altering any posted notice. The Town agrees to maintain a working link to the AFSCME website on the Town's website.

#### **SECTION 4**

##### **ON-CALL DUTY AND CALLBACK**

On-Call Duty shall be when any member of the bargaining unit covered by this Agreement who, is required to carry a phone, pager, or other such device, to receive calls for service and dispatch staff after normal work hours. On-Call Duty shall be offered to bargaining unit members based on seniority, as defined in Article X. On-Call duty shall be voluntary, except in emergencies, and there shall be no discrimination against any employee who declines such duty. Employees who perform On-Call Duty shall be compensated as follows:

⌚ Weekdays from 3:00 PM to 7:00 AM at the rate of **(\$75)** per overnight.

⌚ Weekends from 3:00 PM on Friday to 7:00 AM on Monday, or the next regularly scheduled workday, at the rate of **(\$100)** per day.

Whenever two or more DPW Managers ( DPW Director, Assistant DPW Director, DPW Foreman, and DPW Inspector & MS4 Manager ) are on leave, a member of the bargaining unit will be requested to carry a phone as noted above.

Two (2) men shall be called back when work is to be performed within a home after normal working hours. When called back for a report of an emergency, one employee shall respond, investigate, and report to a supervisor as to the need for additional manpower. The Tree Warden will be the first person to respond to matters involving tree related emergencies after normal working hours. The Tree Warden will contact a supervisor who will dispatch additional staff and equipment as needed and in accordance with the provisions of Article XII.

**2 men for all call backs with Mechanic and Facilities Operator exception. When a single Mechanic or Facilities Operator is called back they should and are authorized to contact the DPW Manager when the single workers called back feel that the task they have been called back to perform requires more than one worker.**

## **SECTION 5**

### **DENTAL PLAN PARTICIPATION**

In the event the Town of Bellingham should adopt a Dental Plan for its employees, members of the DPW bargaining unit covered by this Agreement will be allowed to participate.

## **SECTION 6**

### **FOREMAN**

The parties agree the Foreman shall no longer be a member of the DPW bargaining unit covered by this Agreement, and shall become a member of the Professional Association. Any employee moving from the DPW bargaining unit to the Foreman's position shall have the right to transfer back to the DPW bargaining unit at any time during the first three (3) months after the transfer, without loss of seniority. Members of the DPW bargaining unit shall have the right to bid on the Foreman position prior to the Employer seeking candidates from outside of the bargaining unit. It is understood and agreed that employees, hired after the signing of the Agreement covering the period 1989 to 1992, may be regularly assigned to sewer inspection and maintenance work. Accordingly, it is agreed that the Employer shall have the right, without further negotiations, to implement a job description for such employees which includes, but is not limited to, sewer inspection and maintenance work. Notwithstanding the settlement of this Agreement, the parties agree that the Union will have the right to discuss any concerns about the impact of the implementation of the sewer program (as its various phases occur) on conditions of employment.

## **SECTION 7**

### **LICENSES**

The Employer will pay for all special licenses, which are required to be held by employees of the Department of Public Works. Effective July 1, 2003, employees who possess a Hazardous Materials endorsement on their Commercial Driver's License (CDL) (minimum requirement shall be 2B and 4A) shall receive an annual payment of three hundred dollars (\$300). Any employee of the DPW who obtains a CDL and Hoist License shall be compensated a one-time lump sum payment of two hundred dollars (\$200), payable in one hundred dollar (\$100) installments during the month of July, over a two (2) year period. Effective July 1, 2005, employees who possess a Class A CDL shall receive an annual payment of two hundred dollars (\$200). The Employer shall make an annual six hundred dollar (\$600) payment to those employees who maintain a "Backflow Testers License". This payment shall be limited to four (4) employees. The parties agree to meet in June of 2005 to discuss the need of expanding the number of employees compensated for this license. The following represents annual payments paid in July of each year for various licenses, which all employees of the DPW are eligible to obtain. With the exception of items (f) and (g) for which only employees that hold the position of Head Mechanic and Assistant Mechanics are eligible.

Any employee that has or obtains a hoisting license 1B and a 4E license. Will receive a onetime payment of \$100.00.

- (a) D1 - Five Hundred Dollars (\$500)
- (b) D2 - Seven Hundred Dollars (\$700)
- (c) D3- One Thousand Dollars (\$1000)
- (d) T1 - Eight Hundred Dollars (\$800)
- (e) T2 - One Thousand Dollars (\$1000)
- (f) ASE Automobile & Light truck certification test (A1-A9) \$100.00 per test
- (g) Medium - Heavy truck certification tests (T1-T8) \$125.00 per test.
- (h) Any member of the bargaining unit that has, or obtains a 2A, will receive a \$100 onetime Payment July 1<sup>st</sup>.
- (i) Any member of the bargaining unit that has, or obtains a 4E or higher will receive a \$100 onetime Payment July 1<sup>st</sup>.
- (j) Any member of the bargaining unit that has, or obtains a 1B or higher will receive a \$100 onetime Payment on July 1<sup>st</sup>.

Employees must obtain the lower grade license prior to pursuing the higher grade (i.e. D1 must be obtained prior to testing for D2). The Employer will reimburse an employee who takes a course recommended by the Water Superintendent, or the DPW Director for a specific license the employee is testing for. The Employer will reimburse employees for one test per year. In the event an employee fails the same test twice, the Employer will not reimburse for additional testing. Employees shall be allowed to schedule tests for certifications required for their positions during normal work hours without being charged for any type of time off. Employees must notify management at least three (3) days in advance of any scheduled appointment.

## **SECTION 8**

### **SECONDARY DRINKING WATER TREATMENT/DISTRIBUTION OPERATOR**

This section is intended to provide for Auxiliary Positions of Primary Drinking Water Treatment Operator (PRIM-TREATMENT), Secondary Drinking Water Treatment Operator (SEC-TREATMENT), and Secondary Drinking Water Distribution Operator (SEC-DISTRIBUTION) to the collective bargaining agreement, which may be needed to comply with Massachusetts Drinking Water Regulations. The Employer reserves the right to fill the positions of PRIM-TREATMENT, SEC-TREATMENT, and SEC-DISTRIBUTION from outside of the bargaining unit. The Auxiliary Positions of PRIM-TREATMENT, SEC-TREATMENT, and SEC-DISTRIBUTION, if not filled by others, will be posted by the Employer on or about May 15th annually in accordance with Article IX - Job Posting and Bidding.

Employees eligible to bid on PRIM-TREATMENT Auxiliary Positions are only employees that hold a position of Head Facilities Operator and Mechanic or Assistant Facilities Operator and Mechanic and have a full State of Massachusetts Treatment Grade 2 Drinking Water License.

Employees eligible to bid on SEC-TREATMENT Auxiliary Positions are only employees that hold a position of Head Facilities Operator and Mechanic or Assistant Facilities Operator and Mechanic and have a full State of Massachusetts Treatment Grade 1 Drinking Water License.

Employees eligible to bid on SEC-DISTRIBUTION Auxiliary Positions are only employees that hold a have a full State of Massachusetts Distribution Grade 2 Drinking Water License and that do not hold the position of Mechanic or Assistant Mechanic.

No employee can hold more than one of Auxiliary Positions noted in this section.

The Employer shall award the AP to the most qualified senior applicant. Applicants with higher levels of Treatment or Distribution Water License shall be considered more qualified than those with lower levels of license for the respective Auxiliary Positions.



Employees in the Auxiliary Positions of:

- PRIM-TREATMENT shall receive \$2.00/hour in addition to their hourly wage for position held prior to Auxiliary Positions award
- SEC-TREATMENT shall receive \$1.00/hour in addition to their hourly wage for position held prior to Auxiliary Positions award
- SEC-DISTRIBUTION shall receive \$0.75/hour in addition to their hourly wage for position held prior to Auxiliary Positions award

Overtime will be paid in accordance with Article XII and shall apply to all hourly wages (Wage prior to Auxiliary Positions award plus Auxiliary Positions adjustment).

In the event an employee holding an Auxiliary Positions is terminated or resigns their employment with the Town, or is absent for a prolonged period (45 days or more of leave for items such as sick leave for a medical procedure or out of work on a Workers' Compensation claim), and the employee is utilizing the option of filling the Auxiliary Position from within the bargaining unit, the Employer will post the position in accordance with Article IX – Job Posting and Bidding, and within fourteen (14) days of the beginning of the vacancy. The Employer will award the Auxiliary Positions within fourteen (14) days of the close of bidding and such award shall be good for the remainder of the year (until June 30th), or until the previously appointed individual returns to work. Members of the bargaining unit shall retain the job title they possess prior to, and if applicable, after the one (1) year appointment period.

## **SECTION 9**

### **LIFE INSURANCE**

Effective July 1, 2005, the employer will increase the Life Insurance coverage for employees covered by this agreement from two thousand dollars (\$2,000) to ten thousand dollars (\$10,000).

## **SECTION 10**

### **MANDATORY RE-OPENER**

The parties agree that the settlement of the salary article of this Agreement is contingent upon the Town's representations concerning its ability to pay and its desire that all employee groups be treated equitably given the limits of the Town's resources. Accordingly, in the event ~~the event~~ the Town of Bellingham enters into, signs and funds an agreement which provides an across the board base salary adjustment in excess of zero percent (0%) over the life of a one (1) year agreement covering the period fiscal year 2011-2012, then this Agreement shall be re-opened forthwith for the purpose of negotiating an adjustment in salary to provide, in addition to the increase already negotiated herein, the difference represented in such other voluntary agreement. And further, this Agreement shall be re-opened in the same manner and for the same purpose in the event another unit's agreement, covering a different period of fiscal years, provides a base salary adjustment for any year in excess of that already provided herein. Such re-opener shall relate to the year in which the excess applies. The above re-opener shall apply to agreements reached with any bargaining unit in Town. If for any reason the parties fail to reach agreement as to the appropriate adjustment in salary, then either party shall have the right to invoke arbitration to determine what the appropriate adjustment in salary should be in order to meet the Town's commitment of equitable treatment. The parties may select an arbitrator by mutual agreement or through the procedures otherwise in force under this Agreement.

## **SECTION 11**

### **SENIOR MAN**

When one of the following: Assistant DPW Director DPW Foreman, or DPW Inspector & MS4 Manager is on leave, the Senior Man who is not on leave shall receive twenty five dollars (\$25) per day coverage pay.

When two of the Following: Assistant DPW Director, DPW Foreman, and DPW Inspector & MS4 Manager are on leave the first and second Men who are not on leave shall each receive twenty five dollars (\$25) per day coverage pay.

When all of all the following: Assistant DPW Director, DPW Foreman, and DPW Inspector & MS4 Manager are on leave, the first, second, and third most Senior Men, who are not on leave, shall each receive twenty five dollars (\$25) per day coverage.

A Senior Man who is receiving coverage pay while the Assistant DPW Director, DPW Foreman, or DPW Inspector & MS4 Manager is on leave, will be expected to be involved with similar routine daily activities of t/he Manager for whom he is covering. For Senior Man assignment when more than one manager is on leave, the coverage shall be prioritized as follows: Assistant DPW Director, DPW Foreman, and DPW Inspector, & MS4 Manager. (i.e. Assistant DPW Director on leave covered by most senior man, DPW Foreman on leave second most Senior Man).

When 4 members of the bargaining unit are working on Overtime Call back and there no member of management present, the senior man will get paid \$25.00.

## **SECTION 12**

### **SWEEPER OPERATOR**

A second-shift Sweeper Operator shall receive in addition to his/her basic wage, a shift differential equivalent to ten percent (10%) of his/her basic wage. Assignment of employees to second-shift Sweeper Operator will be on a voluntary basis only.

## **SECTION 13**

### **HEALTH INSURANCE**

The following Health Insurance co-payment adjustments (payable by the employees) will take effect July 1, 2009:

Office Visit (co-payment) \$15

Emergency Room Visit (co-payment) \$75

Prescription Medication (co-payments) \$10, \$20, \$30

In-Patient Deductible \$250 (Capped @ \$250/Individual and \$500/Family)

## **SECTION 14**

### **PART- TIME - SEASONAL - SUBSTITUTE - TEMPORARY EMPLOYEES**

Effective September 15, 2010, and for so long as certain positions in the Municipal Center Employees bargaining unit remain vacant or on altered/reduced work schedule the Employer agrees not hire additional part-time, seasonal, substitute, or temporary employees outside of Department of Public Works bargaining unit to perform work normally performed by members of the DPW bargaining unit. The parties Memorandum of Agreement dated September 15, 2010 shall be included in "EXHIBIT D", attached hereto and made a part hereof, and shall remain a part of this agreement for so long as the positions listed in said agreement remain vacant or on an altered/reduced work schedule.

## **SECTION 15**

### **REDUCTIONS IN THE WORKFORCE**

In the future if financial conditions require a reduction in the workforce, said reduction shall be accomplished by first eliminating all part-time, seasonal, substitute, or temporary employees who are not members of Department of Public Works bargaining unit (including senior citizens working on tax abatement programs and students working as interns) who perform work normally done by members of the bargaining unit. "Employees of the Bellingham Parks Department shall not perform work normally done by members of the bargaining unit".

## **SECTION 17**

Notwithstanding or conceding either parties rights, it is agreed street sweeper operations may be "contracted out" for the duration of this agreement at which time the Town will be required to again negotiate this provision in the event it wishes to do so.

### **ARTICLE XXII**

#### **JUST CAUSE**

No employee who has completed his/her one hundred and eighty (180) day probationary period shall be disciplined or discharged except for just cause.

### **ARTICLE XXIII**

#### **LONGEVITY**

Effective July 1, 2002 yearly longevity benefits shall be payable on the basis of two hundred dollars (\$200) for five (5) years of service, and fifty dollars (\$50) for each additional year of service. However, in order to be eligible for this payment, employees who possess a Commercial Driver's License (CDL) as of May 1, 1996 shall maintain their CDL, as a condition of employment. In the event an employee fails to maintain his/her CDL, their longevity shall revert to the longevity rate effective July 1, 1995. Employees who lose their CDL for a non-job related driving infraction would have a fifteen (15) month grace period prior to losing their longevity. Employees who do not possess a CDL as of May 1, 1996 shall accrue the proposed longevity payment without conditions. All employees hired after June 30, 1994, shall possess a CDL, as well as a Hydraulics License, as a condition of employment. New employees will be allowed up to twenty-four (24) months from the date of hire, to obtain a Hydraulics License.

### **ARTICLE XXIV**

#### **DURATION**

## **SECTION 1**

This agreement shall take effect on July 1, 2015 and shall remain in full force and effect until midnight June 30, 2018, and from year to year thereafter unless no later than November 1st prior to any expiration date, either party to the Agreement notifies the other in writing, by certified mail, or by hand delivery of its desire to amend this Agreement. It is agreed that notice of the substance of the changes desired are to be mailed, or delivered with the notice of the desire to renegotiate the Agreement.

**SECTION 2**

Upon receipt of notice from either party to this Agreement, of its desire to amend the Agreement, the party receiving such notice shall make prompt arrangements to meet, and initiate negotiations. The first meeting shall be no later than December 15th.

**SECTION 3**

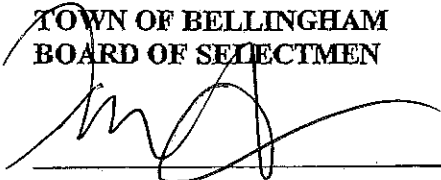
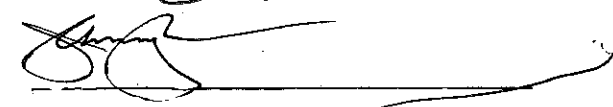
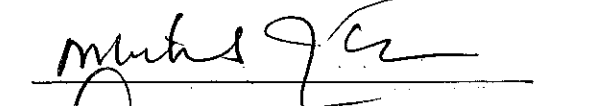
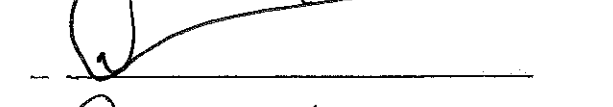
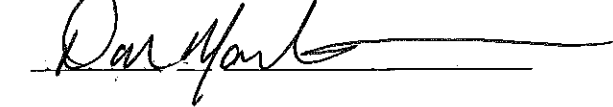
During any period of negotiations between the parties hereto, the terms and provisions of this Agreement shall remain in full force and effect, until the terms and provisions of a new agreement become effective.

**SECTION 4**

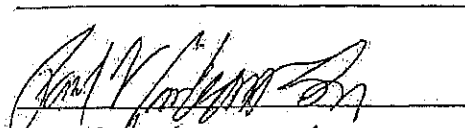

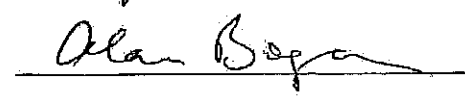
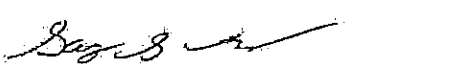
Should any provision of this Agreement be in conflict with any Federal or State Law, except as provided in Chapter 150E of the Massachusetts General Laws, or found invalid by any court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties of this Agreement have set forth their hand on this 21st day of March 2016

**TOWN OF BELLINGHAM  
BOARD OF SELECTMEN**

**AFSCME DPW**

TOWN OF BELLINGHAM  
BOARD OF SELECTMEN

AFSCME AFL-CIO COUNCIL 93, LOCAL 747  
DEPARTMENT OF PUBLIC WORKS

**EXHIBIT A****DEPARTMENT OF PUBLIC WORKS - WAGE SCHEDULE****Effective January 1, 2016 -  
(2% Increase)                      HOURLY RATE**

Mechanic                                      \$25.26

Assistant Mechanic                      \$24.38

Facilities Operator and  
Mechanic                                      \$26.45

Assistant Facilities Operator      \$24.38  
and Mechanic

Sweeper Operator                      \$24.51

Truck Driver  
Operator/Pipefitter  
(Unlicensed)                      \$23.76

**Effective July 1, 2016 -  
(2% Increase)                      HOURLY RATE**

Mechanic                                      \$25.77

Assistant Mechanic                      \$24.87

Facilities Operator and  
Mechanic                                      \$26.98

Assistant Facilities Operator      \$24.87  
and Mechanic

Sweeper Operator                      \$25.00

Truck Driver  
Operator/Pipefitter  
(Unlicensed)                      \$24.24

**Effective July 1, 2017 -  
(2% Increase)                      HOURLY RATE**

Mechanic                                      \$26.29

Assistant Mechanic                      \$25.37

Facilities Operator and  
Mechanic                                      \$27.52

Assistant Facilities Operator      \$25.37  
and Mechanic

Sweeper Operator                      \$25.50

Truck Driver  
Operator/Pipefitter  
(Unlicensed)                      \$24.72

**EXHIBIT B****DEPARTMENT OF PUBLIC WORKS - SENIORITY LIST**

(Effective December 15, 2015)

<b>EMPLOYEE</b>	<b>DATE OF HIRE</b>
Arcand, Roland	5/1/1963
Paine, William	4/28/1975
Bergeron, Peter	5/5/1986
Smith, Gary	12/18/1989
Bibbo, Gary	2/15/1995
Bogan, Alan	11/27/1995
Beaulieu, Raine	7/29/1996
Choquet, Bruce	7/17/1997
Phillips, Scott	7/24/1997
Erickson, Todd	7/17/1998
Bruce, Steven	7/6/2000
Rouleau, David	7/2/2001
Vaillant, Camille	6/5/2006
Vadenais, Phil	2/28/2012
Houle, Eric	1/2/2013
Pettit, Jeff	5/28/2013
Silver, Mike	3/10/2014
Attwood, Jonathan	5/1 /2015

**EXHIBIT C**

**DEPARTMENT OF PUBLIC WORKS - OVERTIME LISTS**

(Effective December 15, 2008)

**LIST #1 - HIGHWAY DEPARTMENT**

Arcand, Roland  
Paine, William  
Bergeron, Peter  
Smith, Gary  
Bogan, Alan  
Beaulieu, Raine  
Choquet, Bruce  
Phillip, Scott  
Erickson, Todd

**LIST #2 - WATER & SEWER  
DEPARTMENT**

Bibbo, Gary  
Bruce, Steven  
Rouleau, David  
Vaillant, Camille  
Vadenais, Phil  
Houle, Eric  
Pettit, Jeff  
Silver, Mike  
Attwood, Jonathan

**EXHIBIT D**

**OTHER AGREEMENTS**



**Memorandum of Agreement**  
**Town of Bellingham**  
**and**  
**American Federation of State, County, and Municipal Employees**  
**AFL-CIO, State Council 93, Local 747**  
**9/15/2010**

This memorandum of agreement sets forth the terms and conditions agreed to by the parties as they relate to a proposal made by the Town of Bellingham, hereinafter referred to as the Employer, to AFSCME Council 93 – Local 747, hereinafter referred to as the Union, to remove certain duties currently performed by the bargaining unit position of Assistant Town Treasurer - Human Resources from the Municipal Center Employees bargaining unit. The parties agree that:

- I. The duties listed in Attachment #1 to this agreement shall no longer be performed by the bargaining unit position of Assistant Town Treasurer – Human Resources or other members of the Municipal Center Employees bargaining unit.
- II. Beth Cornell-Smith, the incumbent Assistant Town Treasurer – Human Resources shall continue to perform the duties listed in Attachment #1 to this agreement, and with the signing of this agreement Cornell-Smith shall cease to be a member of the Municipal Center Employees bargaining unit and the Union. Cornell-Smith shall have no direct management or supervisory responsibility over members of the Municipal Center Employees bargaining unit.
- III. The duties of the bargaining unit position of Assistant Town Collector (currently vacant by mutual agreement of the parties) and the remaining duties of the bargaining unit position of Assistant Town Treasurer – Human Resources shall be combined into a single job description, and two new positions to be known as Assistant Town Treasurer/Collector shall be created within the Municipal Center Employees bargaining unit.
- IV. The pay grade for the two new bargaining unit positions of Assistant Town Treasurer/Collector shall be a Grade 10 as provided in Article XI – Rates of Pay and Exhibit C of the collective bargaining agreement (CBA).
- V. The job description for the two newly created positions of Assistant Town Treasurer/Collector shall be as provided in Attachment #2 to this agreement, and shall be incorporated into Exhibit D of the CBA.
- VI. Immediately upon signing of this agreement the two new bargaining unit positions of Assistant Town Treasurer/Collector shall be posted as available openings in accordance with Article X – Job Posting and Bidding of the CBA.
- VII. If Elaine Szamreta, the incumbent Senior Clerk – Treasurer/Collector's Office (a bargaining unit position) submits a successful bid on either of the available openings listed in item VI of this agreement, and if she is awarded a position as Assistant Town Treasurer/Collector then the parties agree that the position of Senior Clerk – Treasurer/Collector's Office shall remain vacant, and shall not be posted in accordance with Article X – Job Posting and Bidding of the CBA until July 1, 2011.
- VIII. If the Employer determines that due to financial constraints it is unable fill the position of Senior Clerk – Treasurer/Collector's Office it shall notify the Union in writing prior to June 15, 2011, and the Union shall not unreasonably refuse to extend the deadline to post this position.
- IX. For so long as the bargaining unit positions of Assistant Building Inspector, Principal Clerk – Building Inspector, Principal Clerk – Fire Department, Senior Clerk – Board of Health, and Senior Clerk – Treasurer/Collector's Office remain vacant or on altered/reduced work schedule the Employer agrees not hire additional part-time, seasonal, substitute, or temporary employees outside of the bargaining unit (including senior citizens working on tax abatement programs and students working as interns) to perform work normally performed by members of the bargaining unit. However, the parties further agree that in order to provide for the continued and uninterrupted service to the citizens of Bellingham, the Employer may employ senior citizens working on the tax abatement program on an intermittent basis, but only for the purpose of allowing members of the Municipal Center Employees bargaining unit to take days off using their accrued leave or compensatory time off as provided by the CBA.

X. In the future if financial conditions require additional reductions in the workforce, said reductions shall be accomplished by first eliminating all part-time, seasonal, substitute, or temporary employees who are not members of Department of Public Works or Municipal Center Employees bargaining units (including senior citizens working on tax abatement programs and students working as interns) who perform work normally done by members of these bargaining units. This item shall not apply to the seasonal employees of the Bellingham Parks Department, and employees of the Bellingham Parks Department shall not perform work normally done by members of these bargaining units.

XI. The Employer shall provide the Union with written notice (via electronic e-mail) and in a timely manner (within the payroll period in which the action is effective) of all personnel actions, i.e. layoffs, new hires, promotions, reductions in the workforce, resignations, retirements, and transfers for members of all bargaining units represented by the Union, including employees of the Bellingham School Department. Said notices shall be sent to an e-mail address provided to the Employer by the Union, and currently local747@verizon.net.

XII. The provisions of this agreement shall be incorporated into the next revision of the CBA.

IN WITNESS WHEREOF, the duly authorized representatives of the parties of this Agreement have set their hand on this 15<sup>th</sup> day of September 2010.

---

Marilyn Mathieu  
Chief Financial Officer

---

Walter Armstrong  
President, Local 747  
AFSCME COUNCIL 93 - LOCAL 747

---

Denis Fraine  
Town Administrator  
TOWN OF BELLINGHAM

**ATTACHMENT #1**

- (11) Responds to various inquiries and questions from current and former employees regarding payroll, health and life insurance, retirement, and other related issues.
- (12) Receives and processes changes to beneficiaries and payroll deductions, and forwards these changes to the appropriate officials. Researches information related to health and life insurance coverage, benefits, and other claims. Maintains all changes in the personnel computer system.

## **ATTACHMENT #2**

Town of Bellingham

### **Assistant Town Treasurer/Collector**

9-15-2010

#### **General Description:**

Under the general directions of the Town Treasurer/Collector; responsible for the overall receipts of the department, and the supervision of all collection levies. Responsible for monitoring the duties and functions of the Principal Clerk and the Senior Clerk to insure that their work is being processed in a timely manner. The Assistant must have familiarity with all facets of collection including Personal Property, Motor Vehicle Excise, Parking Tickets, Real Estate, Water, Sewer and Trash. Duties include but are not limited to receiving Treasurer Department turnovers (payments), preparing bank deposits, and posting all deposits in the computer system. Maintains Tax Title records, and posts all payments/adjustments as necessary. Responsible for overseeing the input and processing of all payroll data using the in-house computerized payroll system, and responds to payroll questions not handled by the Principal Clerk or the Senior Clerk. Responsible for preparing 941 quarterly reports, W2s and other payroll reports, as required. Responsible for familiarity with and the timely on line filing of 941 Quarterly Reports, W2s, Child Support, and other reports as necessary. The Assistant must have a thorough understanding of departmental computer equipment, software and data entry functions. The Assistant must have the ability to assist other personnel in the successful performance of their duties. Performs other similar duties as required by the Town Treasurer/Collector or Chief Financial Officer.

**Rate of Pay:** Per AFSCME Contract (Labor Grade 10)

**Hours of Work:** Monday thru Friday, as scheduled.  
(37 Hours/Week)

#### **Illustrative Duties:**

- (1) Supervises the daily input of data into the departmental computer system, and insures that all steps are completed.
- (2) Collector's Office Daily Cash Receipts:
  - (a) Receives and process payments over the counter, through the mail, via e-mail files and/or lockbox as necessary.
  - (b) Delivers the daily cash receipt deposits to the bank in the absence of Treasurer/Collector.
  - (c) Responsible for maintaining the Departmental Receipt Log in an excel spreadsheet and for balancing to the General Ledger.
  - (d) Responsible for generating the monthly departmental reports.
  - (e) Responsible for maintaining control on all levies in order to prove all accounts.
  - (f) Responsible for preparing the Deputy Collector's turnover for posting.
  - (g) Prepares Daily, Weekly, and Monthly cash reconciliations, including monthly reports.
  - (h) Responsible for maintaining control on all levies in order to prove all accounts, and have a proper audit trail.
- (3) Collector's Office Tax Billing:
  - (a) Receives appropriate commitments.
  - (b) Assists in printing and dissemination of all tax bills.
- (4) Performs/assists as necessary in all phases of Delinquent Notice processing.
- (5) Performs/assists as necessary in all phases of Refund and Abatements.

- (6) Performs/assists as necessary Town Treasurer/Collector in all phases of Municipal Lien Certificates.
- (7) Receives and processes as necessary daily departmental receipts and tax title payments.
- (8) Assists Treasurer/Collector with cash management and short term borrowing.
- (9) Payroll:
  - (a) Oversees the input and processing of all phases as necessary of payroll.
  - (b) Responsible for balancing, mailing and electronic filing of W2s.
  - (c) Responsible for all tax filings and reporting to both state and federal levels including but not limited to monthly, quarterly and annual reports.
  - (d) Performs necessary duties, and ensures that established policies and procedures are followed in the absence of the Town Treasurer/Collector.
- (10) Operates office equipment, including but not limited to computers, calculators, printers, folding and inserting machine, postage meter, etc.
- (11) Responsible for keeping abreast of changes in statutory regulations, reporting requirements and other matters related to municipal financial management.
- (12) Title V Septic Loan Program Betterments:
  - (a) Receives the Notice of Betterment Agreement from the Board of Health.
  - (b) Receives the letters from Town Council related to Notice of Betterment Liens recorded.
  - (c) Prepares and organizes an alphabetical folder of information related to pending Title V Betterments.
  - (d) Responds to all questions in reference to the Title V Betterment balances.
  - (e) Conducts an annual review of the Notice of Betterment Agreements, and confirms finalization of Betterments with the Board of Health.
  - (f) Processes the finalized Title V Betterments to become liens on real estate.
  - (g) Prepares a Betterment or Special Assessment Commitment, and prepares an annual folder of the Special Assessment.
  - (h) Maintains an accurate, up-to-date file of principal accounts due, and tracks when the Title V Betterment will be paid in full.
  - (i) Prepares Betterment Releases (recorded at the registry) once Title V Betterments have been paid in full. (MOA - 2/12/07)
- (13) Performs other similar duties as required.

**Minimum Qualifications:** Prior experience in bookkeeping and accounting required, and an Associates Degree in Accounting is desirable. A High School Diploma or equivalent, with additional courses in business and accounting, and five (5) or more years of related experience may be substituted for the degree requirement. Must have excellent computer skills, including prior experience with municipal accounting software, word processing (Microsoft Word), spreadsheet (Microsoft Excel), and e-mail (Microsoft Outlook). Should be detail oriented, and possess the ability to work with minimum supervision. This position requires strong organizational, interpersonal, and communication skills, and the ability to deal tactfully with others, including the public. Must be able to handle all information confidentially, maintain a good working relationship with other members of the department, and have the ability to monitor/supervise departmental procedures in the absence of the Town

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TOWN OF BELLINGHAM  
AND  
AFSCME COUNCIL 93, LOCAL 747  
FOR THE PERIOD JULY 1, 2015 – JUNE 30, 2018


This memorandum is to clarify Article XII Overtime – Section 9 – Miscellaneous Scheduled Weekend Overtime

Section 9 – clearly notes “Call Back” in several places

Overtime work that is a continuation of the work day **WILL NOT** be considered in the calculation of the 75% of accepted Call Back, regardless of the duration of the continuation or if the call list moves.

Town of Bellingham

AFSCME COUNCIL 93, LOCAL 747



Denis Fraine  
Town Administrator

12-27-16

Date



Gary Smith, Shop Steward



Benjamin Hafford, President

