

MEMORANDUM OF AGREEMENT

**Between the
Town of Bellingham and
The American Federation of State, County and Municipal Employees
Local 747
Department of Public Works**

August 29, 2019

Duration

- 3 years July 1, 2018 -June 30, 2021

Pay Increases

- 3/1/2019 2%
- 7/1/2019 2%
- 7/1/2020 2%
- 1/1/2021 1%

General Request

- Return the task of sweeping to the bargaining unit, but reserves the right to bring in contracted sweeping if needed to augment sweeping. (No outside contractors will use Bellingham DPW equipment

Article III: Probation Period

Management shall increase the probationary employees pay incrementally from 85% to 100% of the Truck Driver / Operator / Pipefitter rate, as the probationary employee obtains required licenses as noted below

- **Pay steps for new hires on probation**

- New hires that have none of the licenses required as noted below will start at 85% of the Truck Driver / Operator / Pipefitter rate.
- Probationary Employee Licensure Step Raises:

85% - No required licenses

4% - Drinking Water Treatment Grade 1 – Operator in Training License

4% - Drinking Water Distribution Grade 1 – Operator in Training License

3% - Commercial Driver's License (Grade 2B – Tanker Exclusion)

1% -For each Hoisting Engineers License (1B, 2A, 4E & 4G)

- The Probation Period shall be 12 months. (Change from 180 Calendar Days)
- New employees (Probationary Employee) shall accumulate and be allowed to utilize vacation leave per Article XIV Vacation Leave from their date of hire
- Probationary employees shall receive Leaves of Absence per Article XVII and Holiday pay per Article XIII
- Requests for extension of the probation period shall be submitted in writing by the Union to the Management. Management shall report to the Union in writing should any probation period be extended, whether requested by the Union or in the Town's best interest.
- **License requirements to be obtained during probation period shall be**
 - Drinking Water Treatment Grade 1 – Operator in Training License
 - Drinking Water Distribution Grade 1 – Operator in Training License
 - Commercial Driver's License
 - Grade 2B
 - Tanker Exclusion (ADDED)
 - Hoisting Engineers License
 - Grade 1 B (crane on service truck and forklift)
 - 2A (Loaders, Backhoes and Excavator
 - 4E (Catch Basin Truck)
 - 4G (Special Boom Mowers) (ADDED)
 - a six month extension to probation will be granted to get licenses not obtained

ARTICLE VIII: GRIEVANCE AND ARBITRATION PROCEDURE

STEP 1

An employee and/or Union Representative will request a "pre grievance" meeting with the DPW Director or his/her Designee to be schedule at a mutually convenient time prior to formal submission of a written grievance. This meeting will not alter any of the established grievance steps but will offer a chance to review and come to an understanding. 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, along with the Grievant must be given the opportunity to present the grievance in person with the DPW Director or his/her Designee. 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 Union Steward and/or Union Representative, along with the Grievant must be given the opportunity to present the grievance in person with the Town Administrator. 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.

Article XII: OVERTIME

SECTION 2

ADD:

Workers called in shall be responsible to respond to any additional calls that come in within their own list.

SECTION 7

ADD:

Employees may elect to exchange overtime pay for compensation time. Members are allowed to take compensation time in lieu of pay, annually from July 1st to May 15th. Members must take the pay for OT worked, between June 1st to June 30th. Any compensation time still on the books as of June 15th will be converted back to paid time for overtime and the employee paid before June 30th to close the fiscal year accounting.

Management shall make available forms to be completed by the employee and a manager to track the establishment of compensation time. Compensation time shall be at a rate equal to the OT rate. (i.e. OT worked at rate of time and one half (1 ½) for 4 hours shall yield 6 hours of compensation time, etc.)

Compensation leave must utilize before use of Personal or Vacation leave. Compensation leave shall be considered as Vacation when determining allowable carry over into a new calendar year per Section 5.

SECTION 8

ADD:

A running log for all Overtime shall be maintained by the DPW, this log will be provided to the Union once per month by the end of the first pay period of each month. The records of Overtime shall be kept on file and maintained by the DPW upon the signing of this agreement, with the understanding that reports already in use by management and no additional/special reports requiring additional work time will be created

SECTION 9 - Miscellaneous Scheduled Weekend Overtime

Replace:

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.

Replace with:

In order to be eligible for Weekend OT Shift Assignment an employee must have accepted call back for 70% 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.

A member of the bargaining unit may declare they are unavailable for weekend overtime call back during vacation leave. Members cannot be charged for call back or have their all back percentage impacted while on vacation leave. Members must declare the weekend unavailability during vacation scheduling by using revised vacation request form, which will have a space added for employee to indicate weekend unavailability/availability upon submittal. Vacation must "wrap around" the weekend for purposes of turning down weekend overtime

Article XIII: Holidays

- Full Day off on Christmas Eve (increase from half day to full)
 - Eliminate Half Day for New Year's Eve Day – this will become a full work day

Article XX: Safety

Replace:

"The Employer agrees to increase the clothing allowance to five hundred dollars (\$500.00). In order to receive payments in excess of two hundred and fifty dollars (\$250.00) 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."

Replace with:

The Employer agrees to increase the clothing allowance to five hundred and fifty dollars (\$550.00). In order to receive payments in excess of two hundred and seventy five dollars (\$275.00) 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.

Article XXI: Miscellaneous

Section 2 BACKHOE/BRUSH MACHINE OPERATOR

- Rename the Section: Special Equipment Operator
- Replace BACKHOE/BRUSH MACHINE with "Special Equipment" throughout
- Differential will be increased to \$3.00 per hour of operation, effective first day of the month following ratification of this contract
- Add List of Special Equipment

- Backhoe
- Mini Excavator
- Brush Machine
- Vac/Jet Truck (Driver and Vac/Jet Operator)

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 be provided their own board for postings, Postings from the Town will not be permitted to share the same board. Any Posting found to be lawful by the NLRB, NMB or Labor Board will be permitted to be displayed. 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 & Callback

Replace:

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

Replace with:

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

Section 7 Licenses

Add:

Clarification - License is not just passing the exam

An employee shall be considered to have obtained a specific license only after they receive the actual license from the State licensure board for the specific license, or present acceptable proof of license application submittal to State Licensure Board. There will be no distinction between drinking water operator licenses. An Operator in Training license shall be considered equal to a Full license in the determination of eligibility for annual payment.

Prorated payment for new and upgraded licenses

When an employee (including probationary employees) obtains a license or obtains a higher level of license they will receive payment for the additional stipend value at a prorated rate for the amount of

time they have the higher license in the fiscal year (July 1st to June 30th) based upon the length of employment:

- *0 - less than 3 months 25% of stipend
- 3 - less than 6 months 50% of stipend
- 6 - less than 9 months 75% of stipend
- 9 - 12 months or more 100% of stipend

Maintenance of active licenses

Maintenance of licenses is the sole responsibility of the employee. Many licenses require training contact hours or educational units. The Management will post training opportunities on bulletin board. The employee must sign up for any training and follow the procedure. Management will establish procedures for employees to follow when applying for training. Management has the right to deny employees request to attend training if management feels the training is not appropriate for the employee and his or her licensure level, or if approval of the request will significantly diminish the work force.

Loss of CDL shall result in a reduction in pay by \$2.00 per hour. Employees who lose their license shall have 365 calendar days to get the license reinstated by the Registry of Motor Vehicles. Failure to achieve reinstatement with 365 calendar days shall result in immediate termination.

Add:

- (k) Tanker Endorsement: \$400.00 – One Time Payment
- (l) 4 G Specialty Mower: \$400.00 – One Time Payment

SECTION 12 SWEEPER OPERATOR

A second-shift Sweeper Operator shall receive in addition to his/her basic wage, a shift differential equivalent to fifteen percent (15%) of his/her basic wage. Assignment of employees to second-shift Sweeper Operator will be on a voluntary basis only.

SECTION 13: HEALTH INSURANCE

Replace current language with

"Benefit eligible employees will be entitled to available insurance benefits as an employee of the town."

Article XXIII - Longevity

Delete the last sentence (see below) as it is inconsistent with Article III Probation Period:

"New employees will be allowed up to twenty-four (24) months from date of hire, to obtain hoisting licenses."

Longevity Base:

Replace:

"Effective July 1, 2002 yearly longevity benefits shall be payable based on two hundred dollars (\$200.00) for five (5) years of service and fifty dollars (\$50.00) for each additional year of service.

Replace with:

"Effective July 1, 2018 yearly longevity benefits shall be payable based on two hundred fifty dollars (\$250.00) for five (5) years of service and fifty dollars (\$50.00) for each additional year of service."

Exhibit D

Remove from Exhibit D Memorandum of Agreement between Town of Bellingham and AFSCME Municipal employees dated 9/15/2010 contract

In Witness whereof, the duly authorized representative of the parties of this Agreement have been sent forth their hand

TOWN OF BELLINGHAM



Denis C. Fraine -Town Administrator

AFSCME DPW LOCAL 747



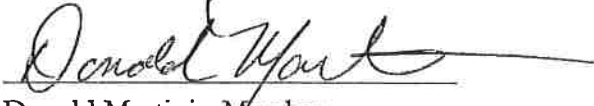
BOARD OF SELECTMEN



Daniel Spencer, Chairman



Michael Connor, Vice Chairman



Donald Martinis, Member

Cynthia McNulty, Member

Robert Biagi, Member

Date