

CONTRACT AGREEMENT

BETWEEN THE

TOWN OF HAMILTON

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES, COUNCIL 93, AFL-CIO:

ADMINISTRATIVE STAFF UNIT A

July 1, 2009

Through

June 30, 2011

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PREAMBLE

AGREEMENT, effective July 1, 2009, (the "Effective Date") by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town"), and Local 2905, Council 93, AFSCME, Administrative Staff Unit, (herein called the "Union").

ARTICLE 2 - RECOGNITION

2.1 The employer recognizes the union as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all full time and regular part time (meaning employment by the Town for 20 or more hours per week regularly) non-supervisory administrative and maintenance employees of the Town, including Grade 1 and Grade 2 positions administrative assistants, secretary, secretary/ receptionist, and clerk-stenographer/typist; excluding all librarian positions, all Emergency Center Dispatchers, all independent contractors, all managerial, confidential and casual employees and all other employees of the Town, pursuant to MCR 4034.

ARTICLE 3 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager, and Department Heads or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Departments.

By way of example but not limitation, management retains the following rights:

- a. to determine the mission, budget and policy of the Departments;
- b. to determine the organization of the Departments, the number of employees, the work functions, and the technology of performing them;

- c. to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- d. to determine the methods means and personnel by which the Departments' operations are to be carried;
- e. to manage and direct employees of the Departments;
- f. to maintain and improve orderly procedures and the efficiency of operations;
- g. to hire, promote and assign employees, and assign pay grades at time of hire to Steps 1, Step 2 or Step 3 of any grade;
- h. to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- i. to determine the equipment to be used in the performance of duty;
- j. to determine the policies affecting the hiring, promotion, and retention of employees;
- k. to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- l. to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- m. to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- n. to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- o. to enforce existing rules and regulations for the governance of the Departments and to add to or modify such regulations as it deems appropriate;
- p. to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes with prior consultation with the Union, and subject to fulfilling its impact bargaining obligation to bargain in good faith to agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 4 - DISCRIMINATION AND COERCION

4.1 Neither the Town nor the Union shall discriminate against any employee because of such employee's race, color, physical handicap, religion, sex, age or national origin.

4.2 There shall be no discrimination by foremen, superintendents or other agents of the Town against any employee because of such employee's activity or membership in the Union. The Town further agrees that there will be no discrimination against any employee for adherence to any provisions of this Agreement.

4.3 The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employees for such employee's non-membership in the Union.

ARTICLE 5 - RESPONSIBLE UNION--TOWN RELATIONSHIP

5.1 The Town and the Union recognize that it is in the best interests of parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the Town and the Union and their respective representatives at all levels will apply the terms of this agreement fairly in accordance with its intent and meaning.

ARTICLE 6 - CHECK OFF OF UNION DUES AND AGENCY FEE

6.1 Upon individual written authorization by an employee, the employer agrees to deduct from the employee's pay each week union dues as established under the union's constitution and by-laws and to transmit the sum so collected to the Treasurer of the Union at such address as the union may from time to time designate in writing to the Town Accountant by the tenth (10th) day of the following month, including a list of names of the persons who have had dues

deducted. In addition, if an employee chooses not to become a member of the union, the Town with the employee's written consent agrees to deduct an agency service fee commensurate with the cost of collective bargaining and contract administration.

6.2 The individual written authorization by each employee shall be delivered to the employer on a card bearing the language shown on Appendix B.

6.3 The Union shall indemnify and save the employer harmless against any claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer for the purpose of complying with the above provisions of this article of the agreement or in reliance on any authorization furnished to the employer in connection therewith.

6.4 Agency Fee: Inherent in this agreement and made part of same in Chapter 1078, of the Acts of 1973, Section 12 and 17G and MGL Chapter 150E. In accordance with Chapter 1078 of the Acts of 1973, Sections 12 and 17G, each member of the bargaining unit as defined in Article 2 shall be required to pay on or after the 30th day of employment in the bargaining unit regardless of said bargaining unit member chooses to become a member of the union or not, a weekly agency service fee equal to the amount set from time to time by the union and is proportionally commensurate with the cost of collective bargaining and contract administration. Pursuant to this article and MGL Ch. 150E, Section 12, the Town agrees to deduct said Agency Fee from each weekly payment of salary and transmit the monies to the union including a list of names of the persons who have had the fee deducted.

ARTICLE 7 - NO STRIKE CLAUSE

7.1 The Union agrees that there shall be no strike of any kind whatsoever, including sympathy strike, slowdown, stoppage of work, sick out, sit in, interruptions or delays of work of any kind, or threat of said actions.

7.2 The Town may take disciplinary action, up to and including discharge, against an employee for violating any of the provisions of this article. Such action by the Town shall not be subject to the grievance and arbitration provisions of this Agreement, except as to the question of whether or not the employee, who has been disciplined in fact instigated, participated in or gave leadership to any prohibited activity.

7.3 No officer or representative of the Union shall authorize, instigate, aid or condone any of the activities set forth in Section 7.1 of this article.

7.4 In the event of any strike or work slowdown or stoppage, the Union will immediately (with or without request by the Town) take every reasonable action, including a public written statement advising the striking union members to return immediately to work and disavowing the strike in order to effect a cessation of such strike without delay.

ARTICLE 8 - STABILITY OF AGREEMENT

8.1 The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a

waiver or relinquishment of the right of the Town or the Union to future performance of any such term or provision, and the obligations of the Union and the Town to such future performances shall continue in full force and effect.

ARTICLE 9 - PROBATIONARY PERIOD

9.1 Any employee hired for a position in the bargaining unit after the date of this Agreement shall be deemed to be on probation for a period of one year of continuous service, and any employee hired for a position in the bargaining unit prior to such date shall be deemed to be on probation for a period of six (6) months of continuous service. A probationary employee, or an employee whose probationary period has been extended pursuant to this section, may be discharged in the sole discretion of the Town. Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start retroactively to the first day of hire of the employee.

ARTICLE 10 - ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement of the Town and the Union arrived at as the result of collective bargaining negotiations, except such amendments hereto as shall be reduced to writing and signed by the parties.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE

11.1 An employee's grievance arising out of a claim of an alleged violation of the terms of this agreement shall be adjusted in accordance with the following procedure. The grievance procedure shall be confidential at all times, unless otherwise required by law.

Step 1. The union representative, with or without the aggrieved employee, shall promptly take up the grievance with the employee's immediate supervisor outside the bargaining unit within five (5) working days of the occurrence of the matter giving rise to the grievance. The supervisor, after receipt of the grievance, shall attempt to adjust the matter in an informal manner consistent with the supervisor's authority and responsibility.

Step 2. If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within five (5) working days of the completion of the procedures under Step 1 above. The Town Manager shall hold a hearing on the grievance within ten (10) working days of receipt of the written notice. The Union and aggrieved employee shall prepare for presentation at the meeting a statement of the grievance, the facts and circumstances surrounding the occurrence of the grievance and the proposed resolution. The Town Manager will provide a written response within ten (10) working days after the conclusion of the hearing.

Step 3. If the grievance is still unsettled, the Union may, within thirty (30) days after the reply of the Town Manager, by written notice to the other, request arbitration. The

grievance shall be submitted to the Massachusetts Board of Conciliation and Arbitration for processing according to their rules.

11.2 The decision of the arbitrator shall be final and binding upon the parties.

11.3 The expenses for the arbitrator's service and the proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

11.4 In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement.

11.5 Any incident, which occurred or failed to occur prior to the signing of this agreement, shall not be the subject of any grievance procedure under this contract. However, any employee may pursue any remedy that he was entitled to prior to the signing of this Agreement.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

12.1 Discipline: Except as provided below, disciplinary action or measures shall not be the subject to the grievance procedure after step 2 under this Agreement. Suspension and discharge shall be subject to the grievance procedure through Step 3. Except as provided below, such disciplinary action or measures shall include only the following:

- Oral Reprimand
- Written Reprimand
- Suspension (notice to be given in writing either prior to the suspension or within three (3) working days thereafter)
- Discharge

A demotion and/or transfer may be considered prior to a discharge. A demotion and/or transfer may be considered only in those cases dealing with poor work performance or insubordination.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee or insubordination. At the election of the employee, any disciplinary action or measure imposed upon employees may be processed as a grievance through the regular grievance procedure. The Town shall not discipline any employee without just cause. If the employer has reason to reprimand an employee, it shall be done in a manner to minimize embarrassment of the employee before other employees in public.

12.2 Discharge: The Town shall not discharge any employee without just cause. If, in any case, the Town believes there is just cause for discharge, the employee involved will be suspended for three (3) days during which time a hearing will be held. During such suspension period, the employee shall receive provisional pay pending the outcome of the hearing. The employee and a Union representative will be notified in writing that the employee has been suspended and is subject to discharge.

ARTICLE 13 - SENIORITY, JOB POSTING, RECALL AND BIDDING

13.1 The seniority of an employee under this Agreement shall consist of continuous and uninterrupted service in the employ of the Town in the bargaining unit from most recent date of hire of such employee.

13.2 When a position covered by this Agreement becomes vacant and the Town decides to fill the position, such vacancy shall be posted in a conspicuous location in the Town Hall, listing the range of pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) working days and the Town may elect to advertise the job in ways other than the posting in the Town Hall in order to seek qualified candidates outside of the Union membership. Bargaining unit members interested shall apply in writing within the seven (7) working day period. The Town will award the position to the most qualified applicant (whether or not a member of the bargaining unit) based upon the past work performance, skills and abilities in each case of the potential applicants (determined in the sole discretion of the Town). In evaluating candidates, the Town will give due regard to qualified candidates from within the bargaining unit as of the time of hiring for the vacant position. The successful applicant selected from within the bargaining unit shall be given a trial and training period of at least thirty (30) days in the new position at the applicable rate of pay. The department head may choose to waive the trial period.

13.3 If the department head determines that the bargaining unit member selected is not qualified or cannot acquire the necessary additional skills within a reasonable period of time, and terminates the trial and training period, the bargaining unit member selected shall be returned to the old position and rate within the thirty (30) day trial and training period.

13.4 A copy of the posting shall be sent by the Town to the last known address of any bargaining unit employee under this Agreement laid off from Town service within six (6) months prior to the date of the posting. It is the responsibility of bargaining unit employees to inform and update, as appropriate, their immediate supervisor of their current address, whether before or after lay off from Town service.

ARTICLE 14 - HOURS OF WORK/WAGES AND STEP INCREASES

14.1 All hours of work on a weekly basis are to be consecutive.

14.2 Hours of work may not be changed except in case of emergency unless, with respect to a temporary change in hours of work, the Department Head provides at least five (5) working days notice to the Union and the affected employee(s) or with respect to any other change in hours of work, the Department Head and the affected employee(s) agree. Nothing herein will prevent the Department Head or employee from arranging for mutually agreeable "flex time".

14.3 No hours of work will be changed to avoid the payment of overtime.

14.4 All positions covered under this Agreement shall work the following schedule:

8:00 a.m. to 7:00 p.m. - Monday;
8:00 a.m.-4:30 p.m. - Tuesday through Thursday;
Fri. 8:00 a.m. - Noon

1 hr unpaid lunch - Monday through Thursday – ½ hour snack break during evening hours
No pay differential for evening* hours.

***Note:** Evening hours will usually be Monday evenings, except that in the event of a Monday holiday, evening hours will shift to the Tuesday evening following the holiday.

The above schedule provides for a total of 37½ hours paid, 36 hours worked. Administrative Assistants who have to take minutes of Board meetings shall keep track of their time in excess of the usual 2 hour Monday evening and receive compensation time in an arrangement agreed to by the Town Manager.

14.5 Employees will be paid wages and step increases as shown in **Appendix A**, except as provided in longevity bonus below. The Town shall be authorized in its sole discretion to hire any new employees in any Grade at Step 1, Step 2 or Step 3. Any employee hired above Step 1 must serve 12 months before eligibility for the next step.

14.6 Longevity Bonus:

A) Full-Time employees will be paid an annual bonus amount based upon the following longevity plan:

To take effect as of July 1, 2001, and thereafter: Upon completion of:

7 years through 10 years of continuous service	\$600
More than 10 years of continuous service	\$900

B) Less than full-time employee eligibility for longevity will be the same as full-time employees. The amount of payment will be based upon the following fraction:

Hours authorized in previous year for the position**

of hours authorized that year for full-time position

X dollar figure(s) indicated in
14.7A

**If there is a change in the hours authorized for the position during the year, this numerator will show the combined total of the hours worked before and after the change.

ARTICLE 15 - BREAK AND MEAL PERIODS

15.1 All employees shall be granted a ¼ hour paid break period and a one hour unpaid meal period during each work shift as provided in Sections 14.4-14.7 above noted in Section 14.4 of this Agreement.

ARTICLE 16 - OVERTIME AND COMPENSATORY TIME

16.1 Overtime compensation shall be one and one-half times the hourly rate or hourly equivalent of the rate established by the plan schedule attached to this Agreement. Upon the approval of the Department Head, all authorized hours worked in excess of the applicable weekly schedule of such employees shall be paid at the overtime rate for such employee. Upon

the mutual agreement of the Department Head and the employee, authorized work hours in excess of the applicable weekly schedule of such employee may be compensated by paid compensatory time off in accordance with the Fair Labor Standards Act. Compensatory time taken in the same pay period in which it was earned shall equal the extra hours worked on any days in that pay period (i.e., a one-for-one ratio of extra hours worked to comp time taken. For example, employee works 3 hours extra on Tuesday and takes 3 paid hours off on Friday.) Compensatory time take after the pay period in which it was earned shall equal 1.5 times the extra hours worked in that earlier pay period (i.e., a 1.5 to 1 ratio of comp time taken to extra hours worked. For example, employee works 3 hours extra on Tuesday, September 10 and takes 4.5 paid hours off on Thursday, September 26.) Administrative Unit employees may not accrue more than 100 hours of compensatory time. Overtime worked beyond 100 hours can only be compensated by overtime pay.

16.2 Overtime, so far as practical, shall be equally and impartially distributed among personnel in each department who ordinarily perform related work in the normal course of their work week; when in the case of emergency, it is necessary to call in personnel from other departments to aid and assist, the personnel in departments other than the department which normally performs such work shall be released from their duties first when the work load lessens.

16.3 The Town shall keep records of the overtime actually worked and/or offered in each department, and of compensatory time earned and compensatory time used. These records shall be available to the Union.

16.4 No supervisory personnel shall regularly perform work otherwise regularly performed by bargaining unit employees so as to avoid overtime for bargaining unit employees.

ARTICLE 17 - HOLIDAYS

17.1 The Town recognizes the following holidays, which in each instance shall be the day determined as the legal holiday:

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

17.2 Designated Holidays.

Each employee in the bargaining unit shall be paid for such employee's regular scheduled workday, without working such hours, for each legal holiday that such employee works the scheduled day before the holiday and the scheduled day after the holiday except for *appropriately scheduled sick time*, vacation, personal days or jury duty. Refer to chart below for scheduled daily hours for each type of position. If a Department Head/Supervisor has approved a vacation, sick day, personal day or jury duty on the day prior to or after a holiday, the requirement that the employee work a scheduled day before and/or after a holiday has been met. The absence from work on the day prior to or after a holiday must have the prior approval of the

Department Head/Supervisor. In case it is necessary for any employee to perform official duties on the holiday, the employee will receive in addition to holiday pay an amount equal to such employee's regular rate of pay for up to the applicable daily schedule of such employee up to eight hours of work (i.e., in the aggregate two times such employee's regular rate of pay for the applicable holiday period). On designated holidays, each employee shall receive the schedule hours of pay for that day on which a holiday falls; exceptions are noted under the following table and in Section 17.3.

DAY	MON	TUES	WED	THURS	FRI
Administrative Assistants 37.5 hours/week	11*	7.5	7.5	7.5	4

***Note:** Evening hours included on Monday in this chart will shift to Tuesday in the event of a Monday holiday, per Article 14.4 above.

17.3 When a recognized holiday occurs on a Saturday, the Friday immediately preceding shall be observed except for Town Hall employees who work a half-day on Fridays. For those employees, when a recognized holiday occurs on a Saturday, the Thursday afternoon and Friday morning immediately preceding shall be observed. When a recognized holiday falls on a Sunday, the Monday immediately following shall be observed. However, the day after Thanksgiving is four hours holiday pay for all employees who work a half day on Fridays, and eight hours holiday pay for the police clerk/stenographer who works eight hours on Fridays.

ARTICLE 18 - VACATIONS

18.1 General Requirements.

Each department head shall annually, by July first in each fiscal year, develop a vacation schedule for all employees in the department who are or who may become eligible for a vacation during said year. The department head shall schedule vacations in so far as possible by seniority but taking into consideration the necessity of operating his department properly and shall schedule over as wide a period as possible in order to obviate the need for temporary personnel in the department whenever feasible. If in the course of the fiscal year it becomes necessary to amend the schedule, the department head shall notify the Town Manager of such amendment not later than Wednesday of the week immediately preceding the vacation.

The Town Accountant is responsible to validate monthly the appropriate amount of vacation time authorized to each employee and advise the department head and Town Manager of any discrepancies.

If an employee eligible to receive a vacation shall absent himself from duty without leave, providing that there are no other existing departmental rules providing for other disciplinary action, the amount of such absence may be deducted proportionally from the amount of vacation leave due to said employee during the current fiscal year.

Vacations shall not be cumulative and must be taken in the year it becomes due with the exception that vacations canceled by a department head due to an emergency or to offset a

critical shortage of personnel in the department, as may be approved by the Town Manager, shall be added to the vacation which said employee shall be eligible to receive in the year immediately following. Upon the approval of the Town Manager, the department head shall so inform the affected employee and adjust such employee's vacation records to reflect the approved carryover vacation.

Additional vacation leave of one day at prorated normal work schedule for such employee shall be allowed for each holiday occurring within a vacation period. An employee, who has passed such employee's first 180 days of the probationary period but has not taken all of such employee's vacation and resigns, is discharged or is laid off, will be paid for vacation as earned and not yet taken. Vacation shall be scheduled by the Department Head in accordance with the needs of the department, taking into account the extent reasonably possible, the vacation time requests of the employees. Bargaining unit members working less than full time shall be granted vacation leave on a pro rated basis.

18.2 Vacation Schedule: See chart in item F below for number of vacation hours per week and per year, for each position and length of service.

- A. Bargaining unit members employed in Town service with more than six (6) months but less than one year shall be entitled to one week of vacation.
- B. Bargaining unit members employed one year but less than five (5) years, shall be eligible for two (2) weeks of vacation on the anniversary of their first year of employment with the Town.
- C. Bargaining unit members employed five (5) or more years, shall be eligible for three (3) weeks vacation on the anniversary of their fifth (5) year of employment with the Town and thereafter.
- D. Bargaining unit members, employed ten (10) or more years, shall be eligible for four (4) weeks vacation on the anniversary of their tenth year of employment with the Town and thereafter.
- E. In the fifteenth year of employment, a bargaining unit member will be granted four (4) weeks and one (1) day, with one (1) day of vacation to be added each year thereafter to a maximum of five (5) weeks vacation. **Total vacation hours per year for each position and length of service are shown in the chart below.**
- F. If partial or individual vacation days are used, the hours of vacation used shall be computed according to the standard number of hours scheduled for that type of position on the chosen vacation day, as shown in the chart under Section 17.2 of this contract. (For example, if an Administrative Assistant takes a vacation day on a Monday, he/she will use up 11 hours of vacation. If the vacation day falls on a Friday, 4 hours of vacation will be used up.) Weekly vacation pay for bargaining unit members is based on the straight-time hourly wage rate of the job at the time the vacation pay is drawn, multiplied times the standard work week for the employee's job type, as shown in the table below in the left column.

Yrs of Service/ Vacation Accrual	6 Mo. - 1 Yr	1 Yr - 4 Yr	5 yrs - 10 yrs/ 10 yrs - 14 yrs/	15 yrs	16 yrs	17 yrs	18 yrs	19 yrs	
	1 week	2 weeks	3 weeks	4 weeks	4 wks/ 1 day	4 wks/ 2 days	4 wks/ 3 days	4 wks/ 4 days	4 wks/ 5 days
Admin. Asst. 37.5 hrs/wk	37.5 hrs	75 hrs	112.5 hrs	150 hrs	157.5 hrs	165 hrs	172.5 hrs	180 hrs	187.5 hrs

- G. If an employee is unable to make use of planned vacation due to illness, the employee may convert that lost vacation into paid sick days, and reschedule vacation in accordance with Article 18 above. The departments head may, promptly upon request for conversion of vacation, require a doctor's letter to verify the illness that pre-empted use of the planned vacation.

ARTICLE 19 - SICK LEAVE

19.1 Subject to the conditions and limitations set forth below in this Article, all bargaining unit members who shall be absent on account of non-occupational personal illness or injury (not covered by Workers compensation) shall be entitled to receive sick leave pay for each work day missed on account of such non-occupational illness or injury.

19.2 Non-Occupational Sick Leave: The granting of non-occupational sick leave and the payment of compensation to persons on non-occupational sick leave shall be subject to the following provisions:

- A. The head of each department shall investigate and ascertain the validity of any request for non-occupational sick leave made by bargaining unit member in that department and shall approve the same if the department head is satisfied as to the validity of such request. A doctor's letter may be required by the department head or by the Town Manager in the case of non-occupational sick leave claimed hereunder.
- B. A bargaining unit member will accrue in advance non-occupational sick leave with full pay during the first year employment at the rate of one-half (½) day (3.75 hours) for every month to be worked for a maximum of six (6) days (45 hours) per twelve (12) consecutive months worked. A bargaining unit member working less than full time will accrue non-occupational sick leave on a pro rated basis. Unused non-occupational sick leave during the first year shall not be accumulated.
- C. A bargaining unit member who has more than one (1) year service will accrue non-occupational sick leave with full pay for fifteen (15) days (112.5 hours) a year accruing in advance at the rate of one and one-quarter (1¼) days (9.375 hours) per month to be worked up to a maximum accrual of fifteen (15) days (112.5 hours) per twelve (12) consecutive months worked. Any bargaining unit member working less than full time shall be granted non-occupational sick leave on a pro-rated basis. (Example: If employee works 75% of full time, employee would earn 75% of 15 sick days per year or 11.25 days.) All unused authorized

non-occupational sick leave may be accumulated to a maximum of one-hundred-fifty (150) days (1,125 hours).

- D. Payment: Sick leave shall be paid at the employee's then current regular straight time rate of pay, but without duplication of payments made or required under workman's compensation or any other law. Each employee shall receive the scheduled hours of pay of that day upon which the sick leave falls, as shown in the following chart.

POSITION	DAY OF WORK WEEK				
	MON	TUES	WED	THURS	FRI
Administrative Asst. 37.5 hours/week	11*	7.5	7.5	7.5	4

*Note: Evening hours included on Monday in this chart will shift to Tuesday in the event of a Monday holiday, per Article 14.4 above.

- E. Payment of non-occupational sick leave benefits under this section shall not be initiated until the claim thereto by the employee shall have been approved by the department head. If the period of a non-occupational sick leave granted under this section shall exceed fifteen (15) days a doctor's letter may be required by the department head or by the Town Manager.
- F. Any dispute as to the eligibility of an employee for non-occupational sick leave payments or as to the amount of such payments may be taken to the Town Manager by the employee concerned, by the employing authorities or by the Town Accountant.

19.3 Sick leave buy back:

Upon retirement: When an employee retires from Town service after the requisite years of qualified service such employee shall be entitled to sick leave buy back at the following ratio and rate of pay. For 0 to 100 days of unused accumulated sick leave, twenty-five (25%) percent of the employee's rate of pay in effect at the time of separation for each day. For 100 to 150 days, fifty (50%) percent as calculated above.

ARTICLE 20 - PERSONAL DAYS

20.1 Subject to the discretion of the department head, bargaining unit members shall be entitled to be absent from work for up to three (3) days (22.5 hours) per fiscal year, prorated for less than full time work hours, without loss of their regular straight time pay to attend to personal business. There will be no accumulation of these days.

20.2 Such absence shall be requested of the department head by the requesting employee not later than twenty-four (24) hours in advance of its occurrence except in emergency situations, which emergency situation shall require the employee to call the department head no less than one (1) hour prior to the start of such employee's work shift. The scheduling of such absence for personal business shall be at the reasonable discretion of the department head.

ARTICLE 21 - JURY DUTY

21.1 A bargaining unit member whose service in the capacity of a juror makes it impossible or impractical to work the hours necessary to earn a normal weeks pay, may make application to the department head for the difference between jury duty pay received, and a normal weekly earnings. The Town agrees to pay such amount upon presentation of due proof by such bargaining unit member. Such bargaining unit member must present himself for work at his normal time and place of employment when not sitting upon a jury.

ARTICLE 22 - BEREAVEMENT LEAVE

22.1 In the event of the death of a member of an employee's immediate family, said employee shall receive three bereavement days without loss of pay at the employee's option, in coordination with his or her supervisor. For the purpose of this article, an employee's immediate family shall include the employee's spouse, child, mother, or father, brother, sister, grandparent, mother in law, father-in-law, and a relative living in the employee's household.

In the event that circumstances require additional time, the Town Manager may grant up to five additional bereavement days without loss of pay.

ARTICLE 23 - FAMILY MEDICAL LEAVE

23.1 Family Medical Leave will be granted in accordance with the Federal Family Medical Leave Act of 1993, as from time to time amended. A bargaining unit member shall be entitled to leave after six (6) consecutive months of Town service on the following terms:

- A. **Maternity Leave:** In order to be eligible for maternity leave, an Employee must provide such employee's Department Head with a written notice within at least fifteen (15) working days prior to her expected departure date unless such departure is for emergency causes in which event said employee must provide her department head with notice as soon as possible. Such notice must include a statement of intention to return and her intended date of return. A copy of such notice is to be sent to the Town Manager by the department head.
- B. Accrued sick leave benefits shall be provided for maternity leave under the same conditions and terms, which apply, to other temporary medical disabilities. Employee has the option of using vacation days to supplement non-occupational sick leave days. Days not covered by accrued non-occupational sick/vacation days, will not be paid.
- C. All benefits applicable will be continued during maternity leave.

ARTICLE 24 - DRUG TESTING

24.1 **Probationary Employees:** Employees may be tested during the probationary period at such times as may be determined by the Town.

ARTICLE 25 - LIGHT DUTY

25.1 An employee who is on leave without loss of pay status (i.e., sick leave) or on worker's compensation pursuant to the Massachusetts General Laws may, in the discretion of the Town, be required to perform limited duty on either a full-time or part-time basis, provided the Department Head, in such Department's reasonable discretion, determines that there is limited duty available to be performed by such employee and requests such employee to do so. Notwithstanding any provision in this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Department Head shall have full authority to assign and reassign such employee to any shift or limited duty necessary for the efficient implementation of this Article 25.

Light duty assignments shall include any duty to which an employee might otherwise be assigned, consistent with such employee's physical limitations.

ARTICLE 26 - COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

26.1 As of July of 1992 all provisions of collective bargaining agreements must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Town shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced could subject both the Town and the Union to the penalty provisions of the ADA.

ARTICLE 27 - MISCELLANEOUS PROVISIONS

27.1 **Savings Clause:** Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement and not stated shall remain in full force and effect.

27.2 **Bulletin Boards:** Announcements shall be posted on the bulletin boards where employees normally report for work.

27.3 **Union Representatives:** The name of the union steward and other representatives shall be furnished to the employer immediately after their designation and the Union shall notify the Town in writing of any changes.

ARTICLE 28 - HEALTH INSURANCE

Unless unavailable due to circumstances beyond the control of the Town, the Town will offer group health insurance coverage in accordance with M.G.L. c. 32B, as amended. Bargaining unit members electing and eligible for such coverage which qualifies as an HMO as of 7/1/92 and does not qualify as an indemnity coverage under M.G.L. c. 32B, as of 7/1/92 shall pay 25% of the applicable premiums and the Town will pay 75% of the applicable premiums. Where such group health insurance coverage is other than a qualifying HMO plan, and qualifies as of 7/1/92 as indemnity coverage under M.G.L. c. 32B, including but not limited to Blue Cross/Blue Shield, Blue Care Elect, the bargaining unit members will pay 45% of the applicable premiums and the Town will pay 55% of the applicable premiums.

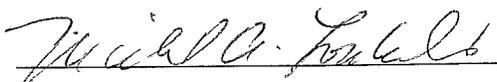
ARTICLE 29 - EFFECTIVE DATE AND TERMINATION

29.1 This agreement shall become effective as of July 1, 2009, and continue in full force and effect until June 30, 2011, inclusive. The terms of this Agreement shall not change during the life of this Agreement. The terms of this Agreement shall remain in effect until a new agreement is negotiated.

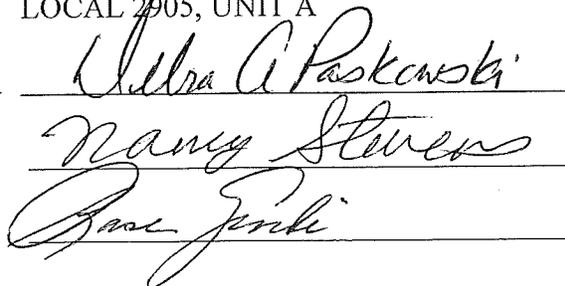
29.2 Changes: At such time either party to this Agreement wishes to inaugurate collective bargaining discussions for negotiations of a new contract effective after the term of this Agreement, the notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party. It is the intent of the parties to commence negotiations at least one hundred and sixty-five (165) days before the termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the desired changes within thirty (30) days after such notice. Nothing in this article shall preclude the union or the employer from modifying during the course of such negotiations any proposals previously made.

THIS AGREEMENT IS EXECUTED this 1 day of Nov, 2010.

FOR THE TOWN OF
HAMILTON



FOR THE UNION, AFSCME
COUNCIL 93, AFL-CIO
LOCAL 2005, UNIT A



APPENDIX A: WAGE AND CLASSIFICATION TABLES

Steps	I	II	III	IV	V	VI	VII
	Start	6 months	18 months	30 months	42 months	54 months	66 months
Grade 1	16.74	17.41	18.11	18.83	19.58	20.36	21.17
Grade 2	17.91	18.63	19.38	20.16	20.97	21.81	22.68

APPENDIX B: UNION DUES AUTHORIZATION CARD

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
 8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
 (Name of Employee - Please Print)

TO:
 (Name of Employer - Please Print)

Effective (Date), I hereby request and authorize you to deduct from my earnings each (Payroll Period) the amount of \$..... This amount shall be paid to the treasurer of AFSCME Local Union No. and represents payment of my Union Dues. I further authorize any change in the amount to be deducted which is certified by the above-named employee organization as a uniform change in its Union Dues structure. This authorization shall remain in effect unless terminated by me upon sixty days advance written notice to the Union and the Employer or upon termination of my employment.

Date Signature

Street Home Tel. # (.....)

City State Zip

Dept/Div/Facility

Work Location

Job Title

Social Security #..... Job Code #.....

Unit #..... Employee Payroll #.....

F-100  73

