

**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, 2016 – June 30, 2019**

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## **PREAMBLE**

AGREEMENT, effective July 1, 202016, (the "Effective Date") by and between the Town of Hamilton, a municipal corporation located in Essex County, Massachusetts (herein called the "Town" or "Employer"), 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**

3.1 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; 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.

4.4 Reference in this contract to employee rights that are protected by state or federal laws are for information purposes and any complaint that the Town or any manager has violated an employee's or the union's rights must be brought as a complaint before the proper administrative agency or court and not as a grievance and shall not be subject to the grievance procedure.

#### **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 pay period, 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 Finance Director 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 whether 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 each pay period 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**

Any employee hired for a position in the bargaining unit shall be deemed to be on probation for a period of six (6) months of service uninterrupted by any type of service break from the date of his/her most recent hire. At the discretion of the Town Manager, the probationary period may be extended for three (3) additional months. Notice of such three-month extension must be in writing to the Employee and Bargaining Unit. A probationary employee may be discharged or disciplined at the sole discretion of the Town.

Upon completion of the probationary period, an employee's seniority in the bargaining unit shall start with his most recent date of full time (for full time employees) or part time (for part time employees) hire by the Town.

## **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 ten (10) working days (excluding Saturdays and Sundays and Holidays pursuant to Section 17 herein) of the occurrence of the matter giving rise to the grievance. The supervisor, within two (2) working days of receiving such notice, shall attempt to adjust the matter in an informal manner consistent with the supervisor's authority and responsibility.

**Step 2:** If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) working days of the conclusion of Step 1. The Department Head shall hear the grievance within ten (10) working days of receipt of the grievance and shall respond to the steward or representative in writing within ten (10) working days after the close of the hearing.

**Step 3.** If the grievance still remains unadjusted it may be promptly presented by the Union representative to the Town Manager in writing within ten (10) working days of the completion of the procedures under Step 2 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 4:** If the grievance is still unsettled, either party may, within twenty (20) working days after the reply of the Town Manager, request arbitration through the Massachusetts Department of Labor Relations (formerly the Board of Conciliation and Arbitration.)

Upon mutual agreement of the parties, mediation services may be sought from the Massachusetts Department of Labor Relations in an attempt to resolve the grievance. Mediation is voluntary and either party may request that the grievance go directly to arbitration.

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 detracting from, any of the provisions of this Agreement or any applicable law, by-law or regulation.

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 and is subject to the approval of the Town Manager.

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 paid administrative leave 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 posting 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.

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 lay 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 and/or work schedules will not be changed unless the Town Manager provides no less than 14 days' notice to the Union and affected employee(s) and, if a timely request is made, negotiates to agreement or impasse as required by law before implementing such change. Unless the Union agrees, no work schedule will be outside the timeframe of 8:00 AM – 5:00 PM. 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 The regular work week for full-time employees currently consists of five (5) consecutive seven and one-half (7.5) hour days, Monday through Friday, inclusive, from 8:00 a.m. to 4:30 p.m.

14.5 Employees will be paid wages and step increases as shown in Appendix A. 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 Step Increase will occur on an employee's anniversary date.

14.7 Longevity Bonus:

A) Full-Time employees will be paid a lump sum annual longevity bonus on their anniversary date based upon the following plan:

Upon completion of:

7 years through 10 years of continuous service	\$1,100
11 through 19 years of continuous service	\$1,300
20 years or more of continuous service	\$1,500

B) Part-time employees will be eligible for Longevity on a pro-rated basis.

#### **ARTICLE 15 - BREAK AND MEAL PERIODS**

15.1 All employees working six or more hours shall be granted a ¼ hour paid break period and a one hour unpaid meal period during each work shift.

#### **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. Compensatory time is prohibited. However, upon mutual agreement of the Department Head and Employee, flex-time within the same pay period may be authorized. It is mutually understood that all compensatory time has been exhausted for all bargaining unit employees.

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 provided 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. Subject to the approval of the Town Manager, if a Department Head 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. 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).

17.3 When a recognized holiday occurs on a Saturday, the Friday immediately preceding shall be observed. When a recognized holiday falls on a Sunday, the Monday immediately following shall be observed.

## **ARTICLE 18 - VACATIONS**

18.1 General Requirements.

The department head shall schedule vacations in so far as possible by seniority but taking into consideration the necessity of operating the 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.

The Finance Director 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.

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.

Vacation time is not available to new employees during the probationary period. However, a Department Head may authorize vacation upon hiring a new employee. Such vacation time must be prearranged and specific dates stated in the offer letter. Should an employee leave or cease to be employed by the Town of Hamilton for any reason before completing the probationary period, the town shall deduct vacation time used during the probationary period from the individual's pay. If the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

An employee, who has passed the 180 day probationary period and resigns, is discharged or is laid off will be paid for vacation as earned and not yet taken.

Bargaining unit members working less than full time accrue vacation leave on a pro-rated basis. Vacation shall be scheduled by the Department Head in accordance with the needs of the department, taking into account to the extent reasonably possible, the vacation time requests of the employees.

18.2 Accrual Rate: Beginning July 1 of each year of employment, full-time Employees shall accrue vacation monthly at the following rate:

<u>Length of Service</u>	Hours/Month	Annual Rate
0 through 4 years	6.250	75.0 hrs.
5 through 9 years	9.375	112.5 hrs.
10 through 14 years	12.500	150.0 hrs.
15 years	13.125	157.5 hrs.
16 years	13.750	165.0 hrs.
17 years	14.375	172.5 hrs.
18 years	15.000	180.0 hrs.
19 years	15.625	187.5 hrs.

Notwithstanding the foregoing, employees will continue to be allowed to schedule vacations each year based on the anticipated number of vacation days they will have available through the end of the fiscal year. However, should an employee leave or cease to be employed for any reason before completing the year, the town may deduct any vacation time used in excess of accrual from the individual's pay, or, if the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

G. If an employee is unable to make use of scheduled vacation due to qualifying bereavement leave in accordance with the provisions set forth in Article 22 herein, the employee may convert that lost vacation to Bereavement Leave, and reschedule vacation in accordance with Article 18 above. The departments head may, promptly upon request for conversion of vacation, require supporting documentation to verify the bereavement leave 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. Starting July 1, 2017, a bargaining unit member with less than one (1) year service will accrue non-occupational sick leave with full pay during the first year employment at the rate of one-half ( $\frac{1}{2}$ ) 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. Notwithstanding the foregoing, a first year employee may use un-accrued sick leave based on the anticipated number of sick days (s)he will have available through the end of the fiscal year.

However, should an employee leave or cease to be employed for any reason before completing the year, the town may deduct any sick time used in excess of accrual from the individual's pay, or, if the amount owed exceeds the value of the employee's pay, the employee will repay the town for any such deficiency within 14 days.

- C. Starting July 1, 2017, 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 at the rate of one and one-quarter ( $1\frac{1}{4}$ ) 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.
- 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 Finance Director.

19.3 Sick leave buy-back: 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 Employees shall be entitled to five (5) days bereavement leave with pay for absence due to each death of their spouse/domestic partner or child(ren).

22.2 Employees shall be entitled to three (3) days bereavement leave with pay for absence due to each death of other "immediate family". "Immediate family" shall include: mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, and a relative living in the employee's household.

22.3 Employees shall be entitled to take one (1) day up to three (3) days total leave in any fiscal year for a death of a close relative of an employee for which there shall be no deduction in pay. "Close relative" shall include: aunt, uncle, niece, nephew, and in-laws not included under (22.1 and 22.2.).

#### **ARTICLE 23 - FAMILY MEDICAL LEAVE**

23.1 The Town will post a Notice of Employee Rights annually so that bargaining unit members are able to become aware of their rights under the Federal Family Medical Leave Act of 1993, as from time to time amended.

## **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 - 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**

28.1 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 – DISABILITY INSURANCE

29.1 Employees shall be eligible to purchase short term, long term disability insurance or both through an insurer or insurers selected by the Town. Employees shall be responsible for paying the entire cost of such coverage. Upon the employee's authorization the Town shall deduct the premium amount from the employee's paycheck, and make payment to the insurer. The Town shall have the right to change insurers upon reasonable notice. All decisions relating to such insurance, including decisions as to coverage, eligibility, premium costs, and benefits shall be made by the insurer(s), and not the Town. Decisions made by the insurers shall not be subject to grievance and arbitration."

### ARTICLE 30 - EFFECTIVE DATE AND TERMINATION

30.1 This agreement shall become effective as of July 1, 2016 and continue in full force and effect until June 30, 2019 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.

30.2 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 14<sup>th</sup> day of May 2017

FOR THE TOWN OF HAMILTON:

  
Michael A. Lombardo

FOR THE UNION, AFSCME COUNCIL 93,  
AFL-CIO, LOCAL 2905, UNIT A

  
Linda Grimes

  
Nancy Stevens

  
Carol Markland, AFSCME

## APPENDIX A: WAGE AND CLASSIFICATION TABLES

FY2017 Wage Grid – Admin. Unit

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>6</b>	Hrly	\$21.61	\$22.03	\$22.45	\$22.90	\$23.36	\$23.83	\$24.31	\$24.82
	37.5/wk	\$810.38	\$826.13	\$841.88	\$858.75	\$876.00	\$893.63	\$911.63	\$930.75
	52/yr	\$42,139.76	\$42,958.76	\$43,777.76	\$44,655.00	\$45,552.00	\$46,468.76	\$47,404.76	\$48,399.00
	40/wk	\$864.40	\$881.20	\$898.00	\$916.00	\$934.40	\$953.20	\$972.40	\$992.80
	52/yr	\$44,948.80	\$45,822.40	\$46,696.00	\$47,632.00	\$48,588.80	\$49,566.40	\$50,564.80	\$51,625.60
<b>7</b>	Hrly	\$22.37	\$22.80	\$23.24	\$23.70	\$24.18	\$24.66	\$25.16	\$25.69
	37.5/wk	\$838.88	\$855.00	\$871.50	\$888.75	\$906.75	\$924.75	\$943.50	\$963.38
	52/yr	\$43,621.76	\$44,460.00	\$45,318.00	\$46,215.00	\$47,151.00	\$48,087.00	\$49,062.00	\$50,095.76
	40/wk	\$894.80	\$912.00	\$929.60	\$948.00	\$967.20	\$986.40	\$1,006.40	\$1,027.60
	52/yr	\$46,529.60	\$47,424.00	\$48,339.20	\$49,296.00	\$50,294.40	\$51,292.80	\$52,332.80	\$53,435.20

FY18 Wage Grid- ADMIN Union

		Minimum							Maximum	
<b>6</b>	Hrly	\$22.04	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.83	\$25.33	
	37.5/wk	\$826.50	\$843.00	\$859.88	\$877.13	\$894.75	\$912.75	\$931.13	\$949.88	
	52/yr	\$42,978.00	\$43,836.00	\$44,713.50	\$45,610.50	\$46,527.00	\$47,463.00	\$48,418.50	\$49,393.50	
	40/wk	\$881.60	\$899.20	\$917.20	\$935.60	\$954.40	\$973.60	\$993.20	\$1,013.20	
	52/yr	\$45,843.20	\$46,758.40	\$47,694.40	\$48,651.20	\$49,628.80	\$50,627.20	\$51,646.40	\$52,686.40	
<b>7</b>	Hrly	\$22.82	\$23.28	\$23.75	\$24.23	\$24.71	\$25.20	\$25.70	\$26.21	
	37.5/wk	\$855.75	\$873.00	\$890.63	\$908.63	\$926.63	\$945.00	\$963.75	\$982.88	
	52/yr	\$44,499.00	\$45,396.00	\$46,312.50	\$47,248.50	\$48,184.50	\$49,140.00	\$50,115.00	\$51,109.50	
	40/wk	\$912.80	\$931.20	\$950.00	\$969.20	\$988.40	\$1,008.00	\$1,028.00	\$1,048.40	
	52/yr	\$47,465.60	\$48,422.40	\$49,400.00	\$50,398.40	\$51,396.80	\$52,416.00	\$53,456.00	\$54,516.80	

FY19 Wage Grid- ADMIN Union

		Minimum							Maximum	
<b>6</b>	Hrly	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.83	\$25.33	\$25.84	
	37.5/wk	\$843.00	\$859.88	\$877.13	\$894.75	\$912.75	\$931.13	\$949.88	\$969.00	
	52/yr	\$43,836.00	\$44,713.50	\$45,610.50	\$46,527.00	\$47,463.00	\$48,418.50	\$49,393.50	\$50,388.00	
	40/wk	\$899.20	\$917.20	\$935.60	\$954.40	\$973.60	\$993.20	\$1,013.20	\$1,033.60	
	52/yr	\$46,758.40	\$47,694.40	\$48,651.20	\$49,628.80	\$50,627.20	\$51,646.40	\$52,686.40	\$53,747.20	
<b>7</b>	Hrly	\$23.28	\$23.75	\$24.23	\$24.71	\$25.20	\$25.70	\$26.21	\$26.73	
	37.5/wk	\$873.00	\$890.63	\$908.63	\$926.63	\$945.00	\$963.75	\$982.88	\$1,002.38	
	52/yr	\$45,396.00	\$46,312.50	\$47,248.50	\$48,184.50	\$49,140.00	\$50,115.00	\$51,109.50	\$52,123.50	
	40/wk	\$931.20	\$950.00	\$969.20	\$988.40	\$1,008.00	\$1,028.00	\$1,048.40	\$1,069.20	
	52/yr	\$48,422.40	\$49,400.00	\$50,398.40	\$51,396.80	\$52,416.00	\$53,456.00	\$54,516.80	\$55,598.40	

## APPENDIX B: UNION DUES AUTHORIZATION CARD

### Membership Application

#### American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction

New Member

PLEASE PRINT LEGIBLY.

Re-commit

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement. If the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number		Employer
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Signature		Date

## MEMORANDUM OF AGREEMENT

On this 22 August 2017, the Town of Hamilton ("Town"), and AFSCME, Council 93 ("Council 93") hereby enter into the following memorandum of agreement as to the terms of the collective bargaining agreement covering the Town's administrative employees for the period July 1, 2016 through June 30, 2019:

1. ARTICLE 14.4 HOURS OF WORK, will be amended to read:


The regular work week for full-time employees currently adheres to the following schedule:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
8:00 – 4:30	8:00 – 6:30	8:00 – 4:30	8:00 – 4:30	8:00 – 12:30

2. ARTICLE 15.1 - BREAK AND MEAL PERIODS, will be amended to read:

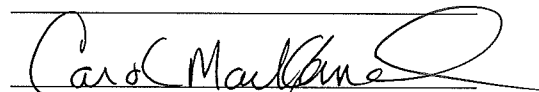
All employees working six or more hours shall be granted a ¼ hour paid break period and a forty-five minute unpaid meal period during each work shift.

TOWN OF HAMILTON

  
Michael A. Lombardo  
Town Manager

AFSCME COUNCIL 93



  
Carol Markland, AFSCME, Council 93