

# CONTRACT AGREEMENT

THE TOWN OF HAMILTON

AND

THE AMERICAN FEDERATION  
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

COUNCIL 93, AFL-CIO

ADMINISTRATIVE STAFF UNIT A

July 1, 2019 — June 30, 2022

## CONTENTS

ARTICLE 1 – PREAMBLE	3
ARTICLE 2 – RECOGNITION	3
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 - DISCRIMINATION AND COERCION	5
ARTICLE 5 - RESPONSIBLE UNION--TOWN RELATIONSHIP	5
ARTICLE 6 - CHECK OFF OF UNION DUES AND AGENCY FEE	6
ARTICLE 7 - NO STRIKE CLAUSE	6
ARTICLE 8 - STABILITY OF AGREEMENT	7
ARTICLE 9 - PROBATIONARY PERIOD	7
ARTICLE 10 - ENTIRE AGREEMENT	7
ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURE	7
ARTICLE 12 - DISCIPLINE AND DISCHARGE	9
ARTICLE 13 - SENIOR, JOB POSTING, RECALL AND BIDDING	9
ARTICLE 14 - HOURS OF WORK/WAGES AND STEP INCREASES	10
ARTICLE 15 - BREAK AND MEAL PERIODS	11
ARTICLE 16- OVERTIME AND COMPENSATORY TIME	11
ARTICLE 17 – HOLIDAYS	12
ARTICLE 18 VACATIONS	13
ARTICLE 19 – LEAVE	14
ARTICLE 20 - DRUG TESTING	18
ARTICLE 21 - LIGHT DUTY	18
ARTICLE 22- AMERICANS WITH DISABILITIES ACT	19
ARTICLE 23 - MISCELLANEOUS PROVISIONS	19
ARTICLE 24 - HEALTH	19
ARTICLE 25 - DISABILITY INSURANCE	20
ARTICLE 26 – EDUCATION REIMBURSEMENT	20
ARTICLE 27 - EFFECTIVE DATE AND TERMINATION	21
ARTICLE 28 – MERIT INCREASE AND EMPLOYEE EVALUATION PROCESS	21
APPENDIX A: WAGE AND CLASSIFICATION TABLES	
APPENDIX B: UNION DUES AUTHORIZATION CARD	

## ARTICLE 1 - PREAMBLE

### 1.1

AGREEMENT, effective July 1, 2019, (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 the 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 6 and Grade 7 Position Administrative Assistants, Secretaries, Secretaries/Receptionists, and Clerk-Stenographers/Typists; 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.

### 3.2

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

### 3.3

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.

### 3.4

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.

### 3.5

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.

### 3.7

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.

### 3.8

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 Race, Color, Religion or creed, National origin or ancestry, Sex (including pregnancy, childbirth, and related medical conditions), Age, Physical or mental disability, Veteran or military status, Genetic information, marital status, sexual orientation or Gender identity, or any other characteristic protected by law.

There shall be no discrimination by a person who may hold a position under a Department Head but higher than an Administrative Assistant, a Department Head, or other Agents of the Town against any employee because of such Employee's activity or membership in the Union. The Town and the Town Manager further agrees that there will be no discrimination against any Employee for the adherence to any provisions of this Agreement.

### 4.2

The Union agrees that neither the Chair, nor Officers, Members, or persons employed by the Union, shall discriminate against or coerce any employee for such employee's non membership in the Union.

### 4.3

Reference in this contract to Employee Rights that are protected by State or Federal Laws are for informational purposes and any complaint that the Town or any Non-Administrative Assistant has violated 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 Bylaws 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 to 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

In the event an employee covered by this agreement chooses not to become a member of the Union, the employee may chooses to pay an agency fee, on a voluntary basis, to cover the costs of bargaining and representation by the union on matters pertaining to the collective bargaining agreement.

In the event an employee chooses to pay a voluntary agency fee, the employee shall notify the Union, authorizing the collection of the agency fee through payroll deduction, and a copy of that notification will be supplied to the Employer to authorize the payroll deduction. Voluntary agency fees authorized under this provision shall be collected, and remitted to the Union, in the same manner as prescribed for dues.

## 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 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.

### 9.2

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 detraction from, any of the provisions of this Agreement or any applicable law, Bylaw 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.

1

#### 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. Prior to posting a vacancy the Union shall be notified.

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 is as follows:

Monday	Tuesday	Wednesday	Thursday	Friday
8:00 — 4:30	8:00 — 6:30	8:00 — 4:30	8:00 — 4:30	8:00 — 12:30

#### 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. Step Increase will occur on an Employee's anniversary date.

#### 14.6

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. For an Employee who works for the Town part-time and subsequently becomes a full-time Employee, the part time hours will be pro-rated and based on a calendar year and applied towards Longevity.

### ARTICLE 15 - BREAK AND MEAL PERIODS

#### 15.1

All Employees working six or more hours per day shall be granted a 1/4 hour paid break period and a forty-five minute unpaid meal period during each work day. The Town Manager will craft a Break Meal Period Policy.

### 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.

1

### 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.

### 18.2

The Finance Director is responsible to validate monthly the appropriate amount of vacation time authorized to each Employee and will advise the Department Head and Town Manager of any discrepancies.

### 18.3

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.

### 18.4

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.

### 18.5

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.

### 18.6

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.

### 18.7

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

Length of Service	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.

### 18.8

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.

### 18.9

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.

### 18.10

An Employee may carry over 5 days of vacation, to the following fiscal year, to be used prior to July 31. Additional vacation may be carried over with the prior written approval of the Town Manager in his/her discretion (also to be used by no later than July 31). If vacation time is not used within the required time period, it is forfeited.

## ARTICLE 19 - 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.
- C. 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 he/she will have available through the end of the fiscal year.
- D. 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.
- E. 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 (9375 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).

- F. 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.
- G. 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.
- H. 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.

#### 19.4

##### Gift of Time

The Town of Hamilton recognizes that in the event of extreme or catastrophic illness to one's self or immediate family member, accrued leave may not be sufficient.

Employees may donate vacation time and/or accrued sick time to another Employee in need of time off from work and assist another Employee who is facing a personal, serious illness or injury or caring for an immediate family member who has a serious illness or injury.

Multiple Employees may donate a combined maximum of 4 weeks of time to an Employee when the receiving Employee needs time off that is not otherwise covered by any existing time off benefits. All requests to donate vacation or sick time must be approved by the Town Manager.

#### 19.5

##### FMLA

A Unit Member is eligible for leave pursuant to the Family Medical Leave Act of 1993 ("FMLA"), if he/she has worked for the Town for one year and has worked 1250 hours in the last twelve months in accordance with the FMLA.

Eligible employees shall be eligible to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA") or parental leave pursuant to the Massachusetts Parental Leave Act ("MPLA").

The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child; the serious health condition of the employee or an immediate family member; or to attend a certain qualifying exigencies connected with having a family member deployed to active military service.

In addition, the FMLA allows up to 26 weeks of leave in a single 12-month period to care for covered military service members who become ill or injured in the line of duty while on active duty in the military.

The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend certain responsibilities regarding the educational advancement of the employee's child, a transporting an employee's child to routine medical or dental appointments, or transporting an elderly relative of the employee to routine medical or dental appointments, or for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Although the statutory leaves are unpaid employees with available qualifying paid leave benefits will receive paid leave. In the event that an employee qualifies for FMLA or SNLA leave, the Town has the right to designate sick or other leave as FMLA or SNLA leave.

The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws and do not conflict with specific provisions of the agreement. Family and Medical leave shall be granted in accordance with applicable state and federal laws, and Town policy. Leaves under FMLA and MPLA will run concurrently in most cases.



A regular, Full Time Employee is eligible for parental leave after completion of three months employment for the purpose of:

- Giving birth
- Adopting a child under the age of 18
- Adopting a child under the age of 23, if the child is mentally or physically disabled.

The Employee must give the Town at least two weeks' notice of anticipated date of departure and intention to return. Although not required by law, employees are strongly encouraged to provide notice in writing. An employee who qualifies may take up to eight weeks of unpaid parental leave. Where permitted by law, parental leave will run concurrently with Family and Medical Leave.

Following this leave, the employee will be returned to his/her prior job, or to a job that is equivalent in pay and status.

Any Employee who has accrued paid time off (PTO) available may substitute that PTO for unpaid leave during the eight week period of leave under this policy to more than twelve weeks.

Applied vacation, personal days, sick leave, and FMLA run concurrently with maternity/paternity leave, not in addition to it.

#### 19.6

##### Unpaid Leave of Absence

An employee may submit a request for an unpaid leave of absence to the Town. The Town or designee retains exclusive discretion in approving or denying the request.

The denial of a request for leave of absence shall not subject to the grievance-arbitration procedure. If the request for leave of absence is approved, the employee shall be responsible for 100% of health insurance premiums.

#### 19.7

Employees who have been employed for at least 12 months and provided at least 1250 hours of service during the previous 12 month period may utilize up to five (5) sick days per year for any of the following reasons as long as approved by Department Head:

- To accompany a son or daughter, a child in legal care, to routine medical or dental appointments, such as check-ups or vaccinations.
- To accompany an elderly relative to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
- To accompany a spouse, or a person living within the same household with the employee to a routine medical or dental appointment if approved by Department Head.

#### 19.8

##### Personal Days

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.

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.

#### 19.9

#### Jury Duty

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 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.

#### 19.10

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.

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.

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.).

#### 19.11

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 20 - DRUG TESTING

#### 20.1

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

### ARTICLE 21 - LIGHT DUTY

#### 21.1

An Employee who is on leave without loss of pay status (i.e. sick leave) or on Workers' 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 22 - AMERICANS WITH DISABILITIES ACT

### 22.1

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 23 - MISCELLANEOUS PROVISIONS

### 23.1

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.

### 23.2

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

### 23.3

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 24 - HEALTH INSURANCE

### 24.1

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 25 - DISABILITY INSURANCE

### 25.1

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 26 – EDUCATION REIMBURSEMENT

### 26.1

The Town of Hamilton agrees to provide reimbursement for tuition costs for courses, and or other programs completed, taken at accredited colleges and universities under the following conditions:

- A. Certificate, Associates, Bachelors and Master's Degree programs shall be considered eligible for reimbursement if they are business or job related.
- B. Employees must be employed by the Town at both the start and completion of the course(s).
- C. Employees must be off of probation and in good standing (meeting the requirements of their job function) at the time of the request for reimbursement.
- D. Reimbursement is for tuition only. No reimbursement shall be given for course supplies, tools, parking fees or other expenses.
- E. Attendance at course(s) shall not conflict with the Employee's work hours. However, nothing in this section prohibits an employee from obtaining prior approval (providing such leave does not interfere with the operations/functions of that department) from their department head to utilize accrued leave time to attend course(s).
- F. Employees shall not be eligible for tuition reimbursement for courses that are paid for by State or Federal Education Grants or any Scholarship(s).
- G. All courses, required and electives, which are related to an Employee's work or which lead to a business related or job related degree, will be eligible for reimbursement. The Town Manager will determine whether a degree program or course(s) is business or job related.
- H. No reimbursement shall be made for grades lower than a "C".
- I. Employees must obtain pre-approval in writing from the Town Manager for tuition reimbursement. Upon completion of the pre-approved course(s) the employee must provide an official transcript and proof of payment. Proof of payment can be established by either a bursar's receipt, copy of a canceled check (front and back) or copy of a credit card statement.
- J. Additional Monies may be allotted if approved by the Town Manager.

Upon proof of successful completion of the approved course(s), the employee shall be reimbursed for up to a maximum of \$1,000 per employee per fiscal year.

## ARTICLE 27 - EFFECTIVE DATE AND TERMINATION

### 27.1

This agreement shall become effective as of July 1, 2019 and continue in full force and effect until June 30, 2022 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.

### 27.2

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.

## ARTICLE 28 – MERIT INCREASE AND EMPLOYEE EVALUATION PROCESS

### 28.1

Individual Employees in the Administrative Bargaining Unit may be eligible to receive an annual Graduated Merit Increase of 0.5 %, 0.75%, or 1%, based upon the completion of the Employee Evaluation Process.

The Employee Evaluation will show employees how they have performed in relation to their goals and their performance for the year.

The Evaluation Tool will be jointly developed by Management and Labor over a course of weeks following the effective date of this Contract.

The Evaluation Tool will include items the Employees would like to be evaluated on, items Management feels they must evaluate, and goals for the coming year.

The Evaluation Tool will clearly define the scoring of the evaluation and what levels must be reached to activate the graduated merit increases.

THIS AGREEMENT IS EXECUTED THIS 14<sup>th</sup> DAY OF June 2019.

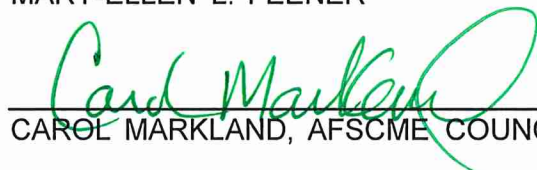
FOR THE TOWN OF HAMILTON:

  
JOSEPH J. DOMELOWICZ JR.  
7-2-19

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

  
JANE DOOLEY

  
MARY-ELLEN L. FEENER

  
CAROL MARKLAND, AFSCME COUNCIL 93

FY20 Wage Grid- AFSCME Union (2.5% COLA)

	Minimum							Maximum
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6	\$23.04	\$23.50	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47
7	\$23.86	\$24.34	\$24.83	\$25.33	\$25.84	\$26.36	\$26.89	\$27.43

FY21 Wage Grid- AFSCME Union (2% COLA)

	Minimum							Maximum
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6	\$23.50	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00
7	\$24.34	\$24.83	\$25.33	\$25.84	\$26.36	\$26.89	\$27.43	\$27.98

FY22 Wage Grid- AFSCME Union (2% COLA)

	Minimum							Maximum
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6	\$23.97	\$24.45	\$24.94	\$25.44	\$25.95	\$26.47	\$27.00	\$27.54
7	\$24.83	\$25.33	\$25.84	\$26.36	\$26.89	\$27.43	\$27.98	\$28.54

## APPENDIX B: UNION DUES AUTHORIZATION CARD

### Membership Application

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

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.

☐ New Member

PLEASE PRINT LEGIBLY.

☐ Re-commit

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	