

## **MEMORANDUM OF AGREEMENT**

### **TOWN OF HANSON AND HANSON ADMINISTRATIVE PROFESSIONALS UNION**

THE TOWN RESERVES THE RIGHT TO WITHDRAW THE OFFER IF IT IS NOT RATIFIED BY THE UNION ON OR BEFORE MARCH 9, 2012.

This Memorandum of Agreement sets forth the material terms of a two-year Agreement between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Administrative Professionals Union), covering the period from July 1, 2011 through June 30, 2013, which the parties' negotiating teams have reached in the process of negotiations.

This offer and any Agreement shall be considered off-the-record until ratified by the Union's membership and by the Board of Selectmen and funded by Town Meeting. The bargaining teams shall sponsor and support such ratification.

Failing ratification by both the Union and the Board, the offer and Agreement shall be deemed void and both parties will be free to return to their prior bargaining positions, and it shall not be admissible in any proceeding.

#### **1. APPENDIX A-2**

- a. Effective July 1, 2012, increase the pay scale by 1.5 %.
- b. Effective June 30, 2013, increase the pay scale by 1.5 %.

#### **2. HEALTH INSURANCE**

Notwithstanding this Agreement, the parties retain all of their rights and obligations with respect to the 2011 health insurance reform legislation ("An Act Relative To Municipal Health Insurance").


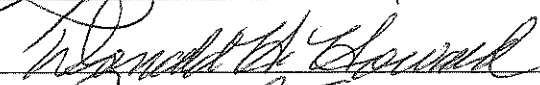


### 3. GOVERNMENT STUDY

The parties' agreement to a two year Contract shall not affect the Town's right to implement, during the term of the Contract, any changes arising from the government study, subject to the Town meeting any bargaining obligation.

### 4. ARTICLE XXVIII. DURATION OF AGREEMENT-

Change dates to reflect a two year agreement, July 1, 2011 - June 30, 2013.

TOWN OF HANSON

  
  
  
  
Richard Hynn

Date:

MARCH 13, 2012

HANSON ADMINISTRATIVE  
PROFESSIONALS UNION

Karen Hathaway  
Jant. Kelly  
Barbara A. Murphy  
Anne Martin  
GZ Josephly

Date:

3/8/12

**Current Rates**

**Hourly Rates Effective July 1, 2011 - June 30, 2012**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	\$13.51	\$14.03	\$14.61	\$15.20	\$15.79	\$16.42
2	\$14.31	\$14.86	\$15.48	\$16.12	\$16.76	\$17.43
3	\$15.18	\$15.75	\$16.41	\$17.06	\$17.73	\$18.46
4	\$16.08	\$16.72	\$17.37	\$18.08	\$18.83	\$19.58
5	\$17.04	\$17.72	\$18.43	\$19.18	\$19.94	\$20.74
6	\$18.07	\$18.81	\$19.54	\$20.34	\$21.16	\$21.99
7	\$19.17	\$19.93	\$20.72	\$21.54	\$22.41	\$23.31
8	\$20.30	\$21.11	\$21.97	\$22.85	\$23.74	\$24.71
9	\$21.54	\$22.39	\$23.28	\$24.20	\$25.19	\$26.19
10	\$22.81	\$23.72	\$24.67	\$25.67	\$26.71	\$27.88

**Hourly Rates Effective July 1, 2012**

*Utilizing a 1.5% Increase*

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	\$13.71	\$14.24	\$14.83	\$15.43	\$16.03	\$16.67
2	\$14.53	\$15.08	\$15.72	\$16.36	\$17.01	\$17.69
3	\$15.41	\$15.98	\$16.66	\$17.31	\$18.00	\$18.73
4	\$16.33	\$16.97	\$17.63	\$18.36	\$19.11	\$19.88
5	\$17.29	\$17.99	\$18.71	\$19.47	\$20.24	\$21.05
6	\$18.34	\$19.09	\$19.83	\$20.64	\$21.47	\$22.32
7	\$19.45	\$20.23	\$21.03	\$21.86	\$22.75	\$23.66
8	\$20.61	\$21.43	\$22.30	\$23.19	\$24.10	\$25.08
9	\$21.86	\$22.73	\$23.62	\$24.57	\$25.57	\$26.59
10	\$23.15	\$24.08	\$25.04	\$26.05	\$27.11	\$28.29

*Employees will move toward their maximum step at a rate of one step per year until the maximum step is reached. Step changes will be effective July 1 of each year.*

**Hourly Rates Effective June 30, 2013**

*Utilizing a 1.5% Increase*

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
1	\$13.91	\$14.45	\$15.05	\$15.66	\$16.27	\$16.92
2	\$14.75	\$15.31	\$15.95	\$16.60	\$17.27	\$17.96
3	\$15.64	\$16.22	\$16.91	\$17.57	\$18.27	\$19.01
4	\$16.57	\$17.22	\$17.90	\$18.63	\$19.40	\$20.17
5	\$17.55	\$18.26	\$18.99	\$19.76	\$20.55	\$21.37
6	\$18.62	\$19.37	\$20.13	\$20.95	\$21.79	\$22.65
7	\$19.75	\$20.53	\$21.34	\$22.19	\$23.09	\$24.01
8	\$20.92	\$21.75	\$22.64	\$23.54	\$24.46	\$25.45
9	\$22.19	\$23.07	\$23.98	\$24.94	\$25.95	\$26.98
10	\$23.49	\$24.44	\$25.42	\$26.44	\$27.51	\$28.72

*Employees will move toward their maximum step at a rate of one step per year until the maximum step is reached. Step changes will be effective July 1 of each year.*

## **AGREEMENT**

### **TOWN OF HANSON AND AFSCME COUNCIL 93, LOCAL 1700 (HANSON ADMINISTRATIVE PROFESSIONALS)**

This **MEMORANDUM OF AGREEMENT** is entered into by and between the Town of Hanson ("Town") and AFSCME Council 93, Local 1700 (Hanson Administrative Professionals) to memorialize the parties' understandings regarding amendments to the parties' 2008-11 Contract and the manner in which necessary layoffs and hours reductions were implemented, all to address significant financial problems facing the Town in FY 2011.

#### **1. ARTICLE XV- CLASSIFICATION PLAN AND PAY RATES**

Add the following as section "C.":

"The pay scale scheduled to take effect on July 1, 2010 (Appendix A-2) will not take effect until June 30, 2011."

#### **2. ARTICLE VII – SENIORITY SECTION F-**

Change the recall period from 2(two) to 3(three) years.

#### **3. ARTICLE XIX- INSURANCE-**

Delete the existing language and insert in its place:

"The Town will pay 90% (ninety percent) of the monthly premium cost for the individual plan and 80% (eighty percent) of the monthly premium cost for the family plan for the HMOS (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation any co-pays and deductibles. The employees' health insurance costs include the increases in co-pays/deductibles taking effect on July 1, 2010.

The Town agrees to contract for a Flexible Spending Account and pay the monthly assessment for each employee who participates."

The Town will continue its statutory contribution toward Life Insurance for all eligible employees.


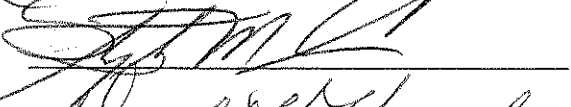
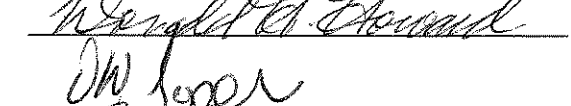
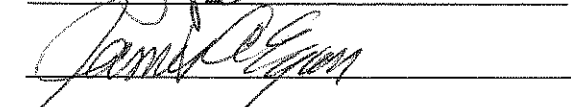

4. ARTICLE XXVI- MISCELLANEOUS PROVISIONS-

Delete Section I.

5. REDUCTION IN FORCE-

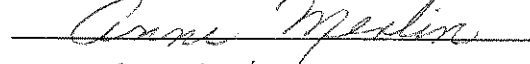
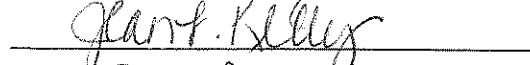

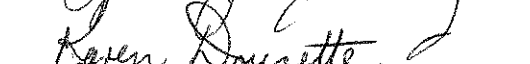
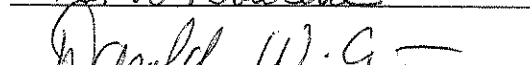
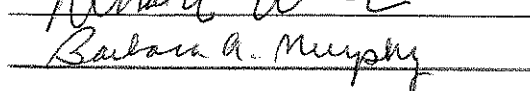
The parties agree as to the manner in which the FY 11 layoffs and reductions in hours were implemented.

TOWN OF HANSON

Date: 12/7/10

HANSON ADMINISTRATIVE  
PROFESSIONALS

Date: 11/18/10

**AGREEMENT**  
**BETWEEN**  
**TOWN OF HANSON**  
**AND**  
**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**  
**AFL-CIO, STATE COUNCIL 93, LOCAL 1700**  
**(HANSON ADMINISTRATIVE PROFESSIONALS UNION)**

Town Offices - Clerical  
Fire Dept. - Clerical  
Library - Clerical  
Senior Center - Clerical  
Camp Kiwanee - Clerical

**JULY 1, 2008 through JUNE 30, 2011**

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## **PREAMBLE**

This Agreement made and entered into by and between the Town of Hanson, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council #93, Local 1700 (Hanson Administrative Professionals Union), hereinafter referred to as the Union, and is designed to maintain and promote a harmonious relationship between the Town of Hanson and such of its employees who are within the provisions of this Agreement, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment in order that a more efficient and progressive service may be rendered.

## **ARTICLE I RECOGNITION**

A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all full-time and regular part-time clerical employees of the Town of Hanson, excluding all confidential and managerial employees and all other employees of the Town as certified by MCR 3779 dated 2/16/88.

B. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in Collective Bargaining, or make any Agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

## **ARTICLE II UNION DUES AND FEES**

A. The Employer shall deduct Union dues and initiation fees from the earned wages of employees in an amount determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by the employee on an appropriate form, a copy of which must be submitted to the Town.

B. It shall be a condition of employment that on or after July 1, 1989 or the thirtieth (30th) day following employment, whichever is later, each employee covered in this Agreement shall pay to the Union an Agency Service Fee which shall be proportionately commensurate with the cost of Collective Bargaining and contract administration. The Agency Fee for the duration of this Agreement shall be paid monthly and equal the Union dues and deducted as set out above.

C. The Union will indemnify, defend and hold the Town harmless against any claims made and against any suits instituted against the Town on account of payroll deduction of the Union dues, initiation fees or the Agency Service Fee. The Union agrees to refund to the Town any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

### **ARTICLE III MANAGEMENT RIGHTS CLAUSE**

The listing of the following specific rights of management in this Agreement is not intended to be nor shall be considered restrictive of or as a waiver of any of the rights of the employer not listed herein.

Among such management responsibilities are the following: the right to hire, promote, assign and retain employees in positions within the Town in compliance with this Agreement and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the Town in situations of emergency.

Nothing in this plan shall be construed to conflict with the General Laws of Massachusetts.

### **ARTICLE IV GRIEVANCE PROCEDURE**

A. A grievance is defined as a dispute which may arise over the application, meaning or interpretation of specific provision(s) of this Agreement.

B. The purpose of this Grievance procedure shall be to settle employee grievances at as low a level as possible so as to improve efficiency and employee morale in the Department.

C. Grievance Procedure:

Step 1: Grievance shall be presented in writing by the employee and/or the representative involved within ten (10) days of occurrence to her/his Supervisor/Department Head.

Step 2: If after thorough discussion with the Supervisor/ Department Head, the grievance has not been resolved within two (2) working days, the aggrieved employee shall cite the specific articles of this Agreement which have allegedly been violated and submit said written grievance to the Town Administrator of the Town within five (5) working days. The Town Administrator shall meet with the employee and /or a member of the Union's grievance committee within five (5) working days. The Town Administrator shall answer the grievance in writing within five (5) working days after the meeting.

Step 3: If the grievance is not adjusted satisfactorily in Step 2, then the parties hereby agree to the following grievance procedure with respect to said grievance.

D. If the grievance is not resolved by the answer of the Town Administrator as provided above, either party may within thirty (30) days after such answer, upon written notice given to the other party, submit the grievance to arbitration in accordance with voluntary rules of the American Arbitration Association.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

## **ARTICLE V DISCRIMINATION AND COERCION**

There shall be no discrimination by supervisors or other agents of the Employer against any employee because of their activity or membership in the Union.

The parties covered by this Agreement agree that they shall not discriminate against any person because of race, color, creed, sex, religious beliefs, sexual orientation or age and that such person shall receive full protection under this Agreement.

## **ARTICLE VI UNION REPRESENTATIVES**

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

B. One of the above shall be granted reasonable time off during the working hours to investigate and settle grievances.

C. Elected delegate shall be allowed five (5) paid days' leave each year to attend State and/or National conventions.

## **ARTICLE VII SENIORITY**

- A. Seniority within the Unit shall commence from the date of employment, probationary period notwithstanding.
- B. Seniority shall not be broken by vacation time, sick time, injury time, or any military service.
- C. In the event of any decrease in the workforce, layoffs shall be based upon seniority within the unit. Employees of other departments may bump if the employee has the qualifications for the position.
- D. Seniority shall prevail in promotion, assignment to shift and choice of vacation time.
- E. Seniority shall be broken only by discharge and resignation.
- F. Employees who are on layoff shall be placed on a recall list and shall be given preference for any vacancy or new position which they are qualified to fill within two (2) years of the layoff.

## **ARTICLE VIII JOB POSTING AND BIDDING**

A. When a position covered by this Agreement becomes vacant such vacancy shall be posted in a conspicuous place within ten (10) working days after the vacancy occurs and shall list the rate of pay and job description along with an outline of any test criteria. This notice shall remain posted for seven (7) working days unless waived in whole or in part by the Union. Employees interested shall apply in writing to the Town Administrator within the seven (7) working day posting period. Within five (5) working days of expiration of the posting period, the Town Administrator shall award the position to the most senior qualified applicant from within the bargaining unit or if no qualified applicant within the bargaining unit is available the Town Administrator will open the position outside the unit. The Town Administrator may, with a vote of the Union advertise a vacancy in a local newspaper simultaneously with the above steps. The Union shall respond within a timely period not to exceed two working days. Any denial shall not be unreasonable and shall be in writing.

As a courtesy, the Town shall notify the union steward of all job openings at the time of posting; however, a failure to so advise shall not be subject to the grievance and arbitration procedure.

- B. For the purpose of promotions, the Town Administrator shall select the most senior qualified applicant using as a basis the criteria contained in the job description of the position.
- C. For the purpose of this Agreement, qualified shall mean that the candidate possess, at the time of application, the necessary skills and experience to successfully perform all of the duties outlined in the job description.

D. The Town agrees to establish job descriptions for each position covered by this Agreement that are part of this Agreement by reference. Any modifications to the job descriptions shall be completed by a committee made up of two (2) town representatives and no more than two (2) members of the bargaining unit and shall be recommended to the Town Administrator.

E. All new hires shall be subject to a six (6) month probationary period and during that time may be terminated at the discretion of the Town Administrator.

F. An employee transferring to a position in a higher grade shall be placed at the lowest step that results in a salary increase. Upon successful completion of a six-month probationary period, such employee shall be placed at the step that he/she would occupy had he/she remained in his/her prior position. The Town Administrator may, at his discretion, terminate the probationary status and assign the employee to the new position prior to the completion of the six-month probationary period. An employee who does not successfully complete the probationary period shall return to the position occupied prior to the transfer.

## **ARTICLE IX HOURS OF WORK**

A. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B. The work week shall consist of four (4) consecutive days, Monday through Thursday, inclusive with exception of night assignments if normally considered a part of the job description.

C. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

D. The Union realizes and understands that Union positions at the Library, Senior Center, Fire Station and Camp Kiwanee may work a different schedule than described in Section B. This schedule may include evening hours as well as Fridays and Saturdays. Employees hired for these positions shall be advised in advance of their work schedules.

E. In the event of negotiated layoffs within the positions covered by the contract, management shall have the right to change job assignments of remaining employees in an effort to provide services to the Town and maintain the effective operation of all departments with written scheduled notice. The Board of Selectmen agrees to request funding in an effort to return laid off employees at the next scheduled Town Meeting. Laid off employees shall retain the right to be recalled for a period of two years.

F. A full-time employee is one who works thirty-five (35) hours per week. A regular part-time employee is one who works less than thirty-five (35) hours per week.

G. All time referred to within this contract shall be calculated and tracked in one half (1/2) hour increments. i.e. vacation, sick time, personnel time and any other area where appropriate.

H. This Article sets forth the entire understanding and agreement of the parties on the subject of hours of work.

I. If an employee is called back to work after having left from a regularly scheduled work day, the employee will receive a minimum of two hours of pay at 1.5 times their regular hourly rate.

## **ARTICLE X MEALS**

All full-time employees shall be granted a meal period of one (1) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Any other present arrangements shall continue. All employees working over 6 hours during a day are required to take a 1/2 hour lunch break according to M.G.L. and employees working more than 7 hours will take a 1 hour lunch break. Employees required to work on Tuesday evenings may take the preceding one (1) hour lunch break in two (2) one half (1/2) hour intervals.

## **ARTICLE XI REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each four hour shift, or major fraction thereof, on site. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

## **ARTICLE XII OVERTIME**

A. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his-her regular rate of pay for work in excess of their regular working hours or within the requirements of F.L.S.A.

All work performed on Sunday shall be paid at the rate of two (2) times the regular rate of pay.

B. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week.

C. Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime. If emergency dictates employees may be ordered to work overtime in reverse order of their seniority within the relevant department.

**ARTICLE XIII**  
**SICK LEAVE**

- A. Unlimited sick leave shall be granted for sickness or injury to the employee.
- B. Sick leave shall be considered to be absence from duty without loss of pay for the following reasons:
1. Employee's illness or injury except where directly traceable to an employer other than the Town or to a work-related injury or illness covered by Massachusetts General Laws or intentionally self-inflicted injury.
  2. Medical, optical or dental treatment required for an employee when such treatment cannot be accomplished on off-duty hours. An employee will make every effort to schedule such appointments during non-working hours. If that is not possible, use of sick time for such appointments will only be allowed if it is requested at least 48 hours in advance, except in the case of emergencies.
  3. When serious illness of any employee's immediate family requires his/her personal attendance.
  4. No sick leave shall be refused for an obvious personal injury or a situation requiring non-elective surgery. If a dispute arises concerning a return date for employment, procedures set forth under Section C2, item b of this Article shall be followed.
  5. Abuse or falsification of any of the sick leave provisions shall be cause for disciplinary action.
  6. Notification of absence shall be given to the Selectmen's Office as early as possible on the first day of absence.
  7. Payments under the provisions of this Article shall be limited, in the case of an employee who is receiving Workmen's Compensation payments, to the difference between the amount paid in Workmen's Compensation and the employee's regular rate. This co-payment shall not go or be extended beyond period of six (6) months duration.
- C. Sick leave shall be granted in accordance with the following provisions:
1. Sick days granted numbering one through ten in a given absence shall be under the direct supervision of the Town Administrator and all such leave shall be subject to his approval, and such approval shall not unreasonably be withheld.
  2. On or before the completion of the tenth consecutive sick day, the Town Administrator shall convene the Board of Review, said Board of Review to consist

of a member of the Board of Selectmen or their designated representative, a member of the negotiating team representing the bargaining unit and the Department Head. The Board of Review shall conduct a hearing and by majority vote, take action on any of the following recommendations:

- a. Extend the sick leave for a specified amount of time, with full pay or proportion thereof, and conduct another hearing upon expiration of the time specified.
- b. Require the individual to produce a medical certificate and/or their own examination of the individual by a recognized medical authority.
- c. Terminate the sick leave. If the individual remains absent from employment, it will be without pay, and the Review Board may recommend disciplinary action to follow.
- d. Make a recommendation that steps be taken to terminate the individual's employment.

#### **ARTICLE XIV BEREAVEMENT LEAVE**

Employees shall be granted five (5) consecutive working days off without loss of pay in the event of a death in the immediate family of the employee. Immediate family shall refer to a spouse, domestic partner, child, step-child, parent of either spouse, or step-parent of either spouse. Employees shall be granted three (3) consecutive working days off without loss of pay in the event of a death of a grandparent of either spouse, brother, step-brother, sister, step-sister or grandchild. Additional paid time off may be charged to personal time or vacation time, or additional time off without pay may be granted by the Town Administrator for justifiable reason. Such paid days off shall be on pro-rata basis in accordance with the regular schedule of daily hours worked by the employee.

In the event that the interment of, or memorial service for, any of the above-named relatives occurs at a time beyond the bereavement leave allowed, the employee may request to defer one (1) of the days to the later date. Such request shall be made at the time the employee notifies his/her supervisor of the need for bereavement leave and may be granted at the discretion of their supervisor.



**ARTICLE XV  
CLASSIFICATION PLAN AND PAY RATES**

- A. Effective July 1, 2008 all incumbents of the Bargaining Unit will be placed in the grade and step as designated in Appendix A.
- B. Employees will move towards their maximum step at the rate of one step per year until the maximum step is reached.

**ARTICLE XVI  
BULLETIN BOARD**

Announcements shall be posted in Town Hall where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notice of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

**ARTICLE XVII  
PERSONAL LEAVE**

Personal Emergency Leave: Employees may have three (3) days available for personal use.

**ARTICLE XVIII  
JURY DUTY**

The Town will reimburse the employee the difference in wages earned as a juror and what his normal earning would have been had he been working for the Town for the period of jury duty, exclusive of overtime. Wages earned as a juror shall not include travel expenses.

**ARTICLE XIX  
INSURANCE**

The employer agrees to continue the Town's portion of payment for Health and Life Insurance plans for all eligible Town employees and as required by State statute.

**ARTICLE XX  
SAFETY COMMITTEE CODE**

Both parties to this Agreement shall cooperate in the enforcement of the Safety Codes. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of a member of the Safety Committee. The Town and the Union shall establish a Joint Safety Committee consisting of two (2) representatives of each party and shall meet once monthly for the purpose of promoting sound safety practices and rules.

## ARTICLE XXI

### HOLIDAYS

A. Employees shall be granted the following paid holidays without loss of pay, if actively employed on the occurrence of each holiday:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

All part-time employees who work four (4) days per week and a minimum of 20 hours shall be paid the employee's regular day's pay for the above-referenced Holidays.

\*\* Employees shall receive one floating holiday to be taken at their discretion with approval of the Town Administrator.

B. Any employee required to work on any of the listed holidays shall receive time and one-half (1 1/2) their straight time hourly rate for all hours worked on the holiday in addition to holiday pay, or may take holiday compensatory time to be used prior to the end of the fiscal year.

C. An employee shall not be eligible for holiday pay unless the employee has worked the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee is excused by the Town Administrator for personal illness or is out on other approved leave.

D. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday, or the employee may take holiday compensatory time to be used prior to the end of the fiscal year, with the exception of part-time employees who will be paid for holidays only if scheduled to work on the holiday.

E. Should any of the above holidays fall on a Friday, Saturday or Sunday, the preceding Thursday or succeeding Monday may be taken off as presently practiced.

F. Should any of the above holidays fall on an employee's vacation day, he/she shall be granted an additional vacation day.

G. Part-time employees will receive holiday pay only if scheduled for work on that day of the week and on a pro rata basis.

## ARTICLE XXII VACATIONS

A. All employees shall be allowed vacation on a pro rata basis without loss of their regular weekly rate of pay in accordance with the following schedule:

1. An employee who has completed six (6) months of continuous service shall be granted one (1) week vacation.
2. An employee who has completed one (1) continuous year of service shall be granted two (2) weeks vacation.
3. An employee who has completed five (5) continuous years of service shall be granted three (3) weeks vacation.
4. An employee who has completed ten (10) continuous years of service shall be granted four (4) weeks vacation.
5. An employee who has completed fifteen (15) years of continuous service shall be granted five (5) weeks vacation.
6. An employee who has completed twenty (20) years of continuous service shall be granted five (5) weeks plus two (2) days vacation.
7. An employee who has completed twenty-five (25) years of continuous service shall be granted six (6) weeks vacation.

It is specifically agreed and understood that a "week" of vacation for purposes of this Article shall mean the number of days in the employee's regularly scheduled workweek.

B. Vacation shall be granted during the year in which eligibility occurs. If an employee does not utilize all of his/her vacation leave by the end of the year, he/she shall have the option of carrying over one (1) week of vacation into the next year.

C. Vacations shall be scheduled at the discretion of the Town Administrator at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference should be given employees on the basis of years of employment with the Town.

D. An employee shall be granted an additional day off of vacation if, while on vacation leave, a designated paid holiday occurs.

E. Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation year prior to the employee's death but which had not been granted.

F. Employees who are eligible for vacation and whose services are terminated by dismissal through no fault or delinquency of their own, by resignation (if two (2) weeks notice has been given previously) or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned, and not granted in the vacation year prior to such dismissal, resignation with notice, retirement or entrance into the Armed Forces.

### **ARTICLE XXIII LEAVE OF ABSENCE**

A. A leave of absence is defined as an authorized period of time which an employee does not work in order to take care of a serious problem, impending personal business; the leave of absence is without pay and may be granted by the Town Administrator.

B. A leave of absence of up to six (6) months may be granted to employees for reasons provided for in Section A of this Article.

C. Maternity leaves not to exceed one (1) year shall be granted at the request of an employee according to State statute.

### **ARTICLE XXIV STORM CLOSING**

In the event that the Town Offices are closed due to inclement weather conditions, Town Office employees shall receive a full day's pay for each day that the above holds true.

### **ARTICLE XXV WORKING OUT OF CLASSIFICATION**

Whenever an employee covered by this Agreement is required to assume responsibilities or perform duties normally assumed or performed by an employee of a higher grade or classification, within the unit, for more than three (3) days in any given week, said employee shall be paid at the rate normally paid the employee of the higher grade or classification during which such additional responsibilities or duties are assumed or performed.

If an employee has to perform the duties of a management person which exceeds two (2) consecutive weeks, the employee filling in the position shall be compensated at a rate negotiated with the Town Administrator of the hourly salary of the management person, retroactive to the first day of such duty and continuing until the vacant position is filled or the management person returns.

**ARTICLE XXVI**  
**MISCELLANEOUS PROVISIONS**

- A. 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.
- B. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, access to premises to engage in individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- C. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit if the employee who normally performs that work is available and able to perform his/her normal work functions. If a bargaining unit employee is unable to perform his/her normal work functions for any reason, the hours must be offered to all other qualified members of the bargaining unit before they are filled from outside the unit.
- D. An employee taking job-related courses at an accredited institution may, upon successful completion of the course, be reimbursed for tuition and College Level Examination Program (CLEP) tests up to one-thousand dollars (\$1000) if the Town Administrator has given prior approval. To be considered for reimbursement, an employee must notify the Town Administrator before December 1<sup>st</sup> of the prior fiscal year.
- E. Employees with prior notification to their supervisor shall be granted leave for the purpose of donating blood as presently practiced.
- F. An employee who is required by the Department Head and the Town Administrator to leave the Town of Hanson to attend any conference, seminar or training session will be reimbursed for the use of the employee's personal vehicle at the then current town reimbursement rate. The employee will also be reimbursed at said rate for the use of the employee's personal vehicle for extraordinary travel approved in advance by the Town Administrator, provided, however, that the Town Administrator's decision on such reimbursement will not be subject to the grievance and arbitration procedure.
- G. The employee, Department Head and Town Administrator shall meet annually for the purpose of reviewing the employee's performance of his/her duties and responsibilities. Said performance review shall be conducted utilizing a Performance Review Evaluation Tool as may be mutually designed, adopted and/or revised by the Board of Selectmen and the Union.
- H. Bargaining unit members are expected to dress appropriately for their positions.

I. Effective July 1, 2008:

The Town will pay ninety percent (90%) of the monthly premium cost for the individual plan and eighty percent (80%) of the monthly premium cost for the family plan for the HMOs (HMO Blue and Harvard Pilgrim) it currently offers.

Except for the Town's contribution toward the monthly premium, employees will be obligated to pay all other costs associated with the health insurance plans, including without limitation, any co-pays and deductibles.

At the request of either party, the parties may meet to discuss alternative health insurance options during the term of the Contract, but any change to the existing language is subject to the parties reaching agreement.

#### **ARTICLE XXVII FINAL AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.

**ARTICLE XXVIII  
DURATION OF AGREEMENT**

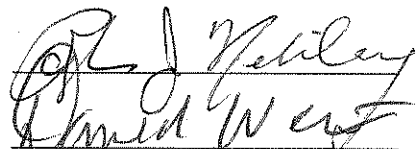
A. The provisions of the Agreement shall be effective as of July 1, 2008 and shall continue in full force and effect to and including June 30, 2011 and from year to year thereafter unless modified, terminated, or changed as hereinafter provided.

B. Either the Town or the Union may reopen this Agreement by written notice, forwarded by registered mail to the other, not more than one hundred and eighty (180) days and not less than ninety (90) days prior to June 30, 2011 or prior to June 30th of any subsequent year. Not more than fifteen (15) days following receipt of such notice, collective bargaining negotiations shall commence for the purpose of considering the terms of a new or modified agreement.

C. The Board of Selectmen agrees that if any other collective bargaining union which is subject to negotiations with them receives a salary increase of more than 3% FY2009, 3% FY2010, 3% FY2011, exclusive of individual employee step increases or promotions the Board of Selectmen will open this contract to discuss wages only.

D. If settlement is not reached by June 30, 2011 or June 30th of any subsequent year this Agreement shall continue in force and effect until midnight of the tenth (10) day following written notice given by either the Town or the Union of its intention to terminate this Agreement.

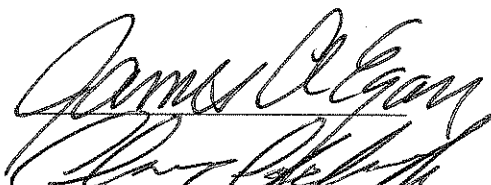
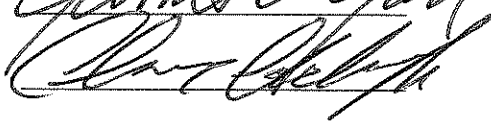
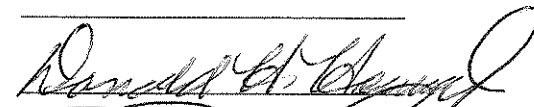
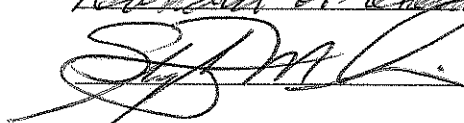
AFSCME, COUNCIL 93  
LOCAL 1700

  
\_\_\_\_\_  
Barbara A. Murphy  
\_\_\_\_\_  
Carmen Martin  
\_\_\_\_\_  
Karen Dancette  
\_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Staff Representative

TOWN OF HANSON

  
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Dated: 6/23/09

**APPENDIX A-1**  
**GRADES AND STEPS FOR CURRENT EMPLOYEES**

*Placement of current employees in proper grades and steps is listed below, as of July 1, 2008. New employees will be placed on Step 1 of the appropriate grade. Employees will move toward their maximum step at a rate of one step per year until the maximum step is reached. Step changes will be effective July 1 of each year.*

<u>Grade</u>	<u>Position</u>	<u>Employee</u>	<u>Step</u>	<u>Hours</u>
1	Junior Library Technician	vacant		
2	No position in Grade 2			
3	Senior Clerk/Assessors	vacant		
	Secretary Board of Selectmen	vacant		
4	Clerk (Treasurer/Collector's Office)	Stacey Reed	1	16
	Library Circulation/Interlibrary Loan Assoc.	Jean Kelly	6	23
	Library Technical Services Acquisitions Assoc.	Suzanne Olsen	6	26
5	Fire Department Assistant	Vacant		
	Library Circulation/Customer Service Assoc.	Donald Colon	6	28
6	Administrative Ass't to the Board of Health *	Karen Doucette	6	27
	Administrative Ass't to the Bldg & Zoning Dept. **	Joan Miniutti	6	31
	Administrative Ass't to the Conservation	Rebecca Nehiley	6	27
	Administrative Ass't to the Dir. of Elder Affairs	Mary Collins	1	25
	Administrative Ass't to the Fire Department	Barbara Murphy	6	35
	Administrative Ass't to the Planning Board	Barbara Ferguson	6	35
	Assistant Library Director	Vacant		
	Assistant to the Assessors	Anne Merlin	6	35
	Technical Services/Systems Librarian	Toni Leverone	6	30
7	Assistant Town Accountant	Jean Kelly	6	15
	Assistant Town Clerk	Elizabeth Sloan	6	32
	Assistant Tax Collector	Frances Forte	6	35
	Assistant Treasurer	Carol O'Brien	6	32
	Administrative Assessor	Lee Gamache	6	35
	Administrative Ass't to Recreation	Mary Kuketz	6	30
	Administrative Ass't to the ZBA	Virginia Costley	6	35
8	No position in Grade 8			
9	No position in Grade 9			
10	No position in Grade 10			

\*Position = 35 hours; incumbent grandfathered at 27

\*\*Position = 35 hours; incumbent grandfathered at 31



## APPENDIX A-2

### PAY RATES EFFECTIVE 7/1/08 – 6/30/09 (reflecting 3% increase)

Gr.	1	2	3	4	5	6
1	\$12.73	\$13.23	\$13.77	\$14.33	\$14.88	\$15.48
2	\$13.49	\$14.01	\$14.60	\$15.19	\$15.80	\$16.43
3	\$14.31	\$14.84	\$15.47	\$16.08	\$16.72	\$17.40
4	\$15.16	\$15.76	\$16.38	\$17.05	\$17.75	\$18.46
5	\$16.06	\$16.71	\$17.38	\$18.08	\$18.80	\$19.55
6	\$17.04	\$17.73	\$18.42	\$19.17	\$19.94	\$20.72
7	\$18.07	\$18.79	\$19.53	\$20.30	\$21.13	\$21.97
8	\$19.14	\$19.90	\$20.71	\$21.54	\$22.38	\$23.29
9	\$20.30	\$21.10	\$21.94	\$22.81	\$23.74	\$24.69
10	\$21.50	\$22.36	\$23.26	\$24.19	\$25.17	\$26.28

### PAY RATES EFFECTIVE 7/1/09 – 6/30/10 (reflecting 3% increase)

Gr.	1	2	3	4	5	6
1	\$13.11	\$13.62	\$14.18	\$14.76	\$15.33	\$15.95
2	\$13.90	\$14.43	\$15.03	\$15.65	\$16.27	\$16.92
3	\$14.74	\$15.29	\$15.93	\$16.56	\$17.22	\$17.92
4	\$15.62	\$16.23	\$16.87	\$17.56	\$18.28	\$19.01
5	\$16.54	\$17.21	\$17.90	\$18.62	\$19.36	\$20.14
6	\$17.55	\$18.26	\$18.97	\$19.74	\$20.54	\$21.35
7	\$18.61	\$19.35	\$20.12	\$20.91	\$21.76	\$22.63
8	\$19.71	\$20.50	\$21.33	\$22.19	\$23.05	\$23.99
9	\$20.91	\$21.74	\$22.60	\$23.50	\$24.45	\$25.43
10	\$22.14	\$23.03	\$23.96	\$24.92	\$25.93	\$27.06

**PAY RATES EFFECTIVE 7/1/10 – 6/30/11**  
**(reflecting 3% increase)**

Gr.	1	2	3	4	5	6
1	\$13.51	\$14.03	\$14.61	\$15.20	\$15.79	\$16.42
2	\$14.31	\$14.86	\$15.48	\$16.12	\$16.76	\$17.43
3	\$15.18	\$15.75	\$16.41	\$17.06	\$17.73	\$18.46
4	\$16.08	\$16.72	\$17.37	\$18.08	\$18.83	\$19.58
5	\$17.04	\$17.72	\$18.43	\$19.18	\$19.94	\$20.74
6	\$18.07	\$18.81	\$19.54	\$20.34	\$21.16	\$21.99
7	\$19.17	\$19.93	\$20.72	\$21.54	\$22.41	\$23.31
8	\$20.30	\$21.12	\$21.97	\$22.86	\$23.74	\$24.71
9	\$21.54	\$22.39	\$23.28	\$24.20	\$25.19	\$26.19
10	\$22.81	\$23.72	\$24.67	\$25.67	\$26.71	\$27.88