

AGREEMENT
BETWEEN
TOWN OF HANSON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFLCIO, 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, 2021 through JUNE 30, 2024

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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, AFLCIO, 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 fulltime and regular parttime 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. Effective July 1, 2018, the Minutes Clerk will no longer be part of the bargaining unit. In the event that the Town expands that position's duties or the Town adds the duties to an existing bargaining unit position, the Town agrees to give the Union notice of the change and an opportunity to bargain about it. Effective July 2, 2021, the Youth Services Librarian, Child Services Librarian, Reference Librarian, and Youth Services Associate positions shall become part of the bargaining unit

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. During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms, Deductions will be promptly transmitted to the Union by electronic transfer (ACH).

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

B. At the request of the Union, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number.

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 Labor Relations Connection.

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. There shall be no discrimination or retaliation by employees against other employees because of their activity or membership status 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 delegates shall be allowed five (5) paid days' leave each fiscal year to attend AFSCME State and/or National conventions.

D. Representatives on the Safety Committee and the Negotiating Committee will be granted reasonable time off during the work day to meet with the Town to address matters for which the Committee has been formed.

E. When the Employer hires new employees who are members of the bargaining unit one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union Stewards upon the hiring of a new employee.

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 three (3) years of the layoff.

G. Any member of the bargaining unit who leaves a bargaining unit position voluntarily and is subsequently re-hired by the Town for a bargaining unit position in which the employee remains for at least a year, shall have their prior seniority added to their new seniority for the purpose of applying the provisions of this article and the amount of vacation under Article XXII.

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 current job descriptions for each position in the bargaining unit are those established by the 2018 Classification/Compensation Study. Any modifications to the job descriptions must be recommended by a committee made up of the Department Head and the Town Administrator, the employee and a Union Representative. Any recommendation is subject to the final approval of 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. The regularly scheduled hours for each position is set forth on Appendix A-1.

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. Employees of the Library shall follow those hours set forth in Appendix A3.

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 three years.

F. A full-time employee is one who works thirtyfive (35) hours per week. A regular parttime employee is one who works less than thirtyfive (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; there is no change to meal breaks for Library employees on Tuesdays. Meal breaks for employees of the Library shall be paid, provided that said employees shall remain in the Library during the meal break and be available to assist customers or co-workers.

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. Employees required to work Tuesday evenings shall have an additional 15 minute rest period.

ARTICLE XII OVERTIME

A. Full-time employees, i.e., employees regularly scheduled for 35 hours per week, shall be paid overtime at the rate of one and one-half (1.5) times the employee's regular rate of pay for hours authorized by their supervisor in excess of their regular work hours. At the employee's

option, exercised by written notice to the Town Administrator's office within the pay period in which the overtime occurred, the employee may opt to be compensated for the overtime by taking compensatory time off – one and one-half (1.5) hours of compensatory for every overtime hour worked. The compensatory time shall be used within thirty (30) days of when it is accrued and scheduled with the approval of the employee's supervisor.

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

In any week that a part time employee works more than 35 authorized hours, the employee will be paid one and a half (1.5) hours of their regularly hourly rate for all hours above 35 hours. However, the practice will continue under which part time employees who are required to attend the meeting of a Board shall be compensated hour for hour with compensatory time off to be used within 30 days.

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 employees hired before 10/1/21. Employees hired after October 1, 2021 shall accumulate 120 hours of sick leave yearly at the rate of 10 hours per month, but in no event shall such accumulation exceed 1,200 hours of sick leave.

B. Employees shall notify his/her department head as soon as practical of his/her use of sick leave, subject to section C 2.

C. 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 selfinflicted 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 nonelective 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.

D.. 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.

E. No employees hired after October 1, 2021 shall use more than 80 hours of sick time for the care of a family member pursuant to Article XIII, Section C.3.

F. Employees shall use accumulated sick leave, vacation leave and other accrued time off concurrently with Family Medical Leave.

**ARTICLE XIV
BEREAVEMENT LEAVE**

Employees shall be granted five (5) consecutive working days off, five (5) consecutive days for Library employees, 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, step-parent of either spouse, brother, sister, sister-in-law, or brother-in law. Employees shall be granted three (3) consecutive working days off, three (3) consecutive days for Library employees, without loss of pay in the event of a death of a grandparent of either spouse, step-brother, 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**

Effective July 1, 2021 – 2% increase

Effective July 1, 2022 – 2% increase

Effective July 1, 2023 – 2% increase

Effective December 6, 2021, the incumbent of the Youth Services Associate shall have an hourly base wage rate of \$26.23, and be placed at Grade III, Step 4. She shall move along the step scale in accordance with the terms of the collective bargaining agreement.

Effective December 6, 2021, the incumbent of the Youth Services Librarian shall have an hourly base wage rate of \$28.95, and be placed at Grade IV, Step 6. She shall move along the step scale in accordance with the terms of the collective bargaining agreement.

Effective December 6, 2021, the incumbent of the Reference Librarian shall have an hourly base wage rate of \$26.88, and be placed at Grade IV, Step 3. She shall move along the step scale in accordance with the terms of the collective bargaining agreement.

Effective December 6, 2021, any employee holding the position of Youth Services Librarian or Reference Librarian shall receive a education incentive of ten (10%) percent to be applied to base wages if said employee holds a Masters' of Library Science. For budgeting purposes, employees who anticipate attaining said degree shall notify the Library Director of such attainment on or before January 1 and said incentive shall be paid in the next fiscal year effective July 1 upon proof of attainment. Documentation of such degree shall be on file with the Town Administrators office.

**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**

Employees will have four (4) 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.

The Town will pay 50% (fifty percent) of the premium cost for the PPO and/or POS plans it currently offers.

For employees hired before July 1, 2017, 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.

For employees hired on or after July 1, 2017, the Town will pay seventy five percent (75%) of the monthly premium cost for the individual plan and sixty five percent (65%) 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.

Notwithstanding any other provisions of the parties' collective bargaining agreement, including without limitation those related to health insurance, the Employer has the right to make changes

to health insurance under the provisions of Chapter 69 of the Acts of 2011, amending M.G.L. chapter 32B (the Health Insurance Reform 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
Juneteenth	Christmas Eve* (from noon on)
Independence Day	Christmas Day

Employees shall receive one floating holiday per fiscal year to be taken at their discretion, with approval of the Town Administrator.

* For Library employees, if Christmas Eve falls on a Tuesday or Thursday, employees work hours shall be determined by the Board of Library Trustees.

B. Any employee required to work on any of the listed holidays shall receive time and onehalf (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 holidays 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 comp time to be used prior to the end of the fiscal year. With the exception of part time employees who will be paid for holiday 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. For Library Employees, when Christmas falls on Saturday, it shall be observed by employees on Saturday and shall be a day off for those employees scheduled to work.

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

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 employee's anniversary year, he/she shall have the option of carrying over one (1) week of vacation into the next anniversary year or selling back up to 5 (five) days of the employee's annual allotment of vacation time provided that, for a sell back, the employee gives the employee's Department Head and the Town Administrator written notice sixty days prior to the employee's anniversary date of the intention to sell back time. The sell back will be subject to approval by the Town Administrator.

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 employee, the employee filling in the position shall be compensated at a rate negotiated with the Town Administrator based on the hourly salary of the management person, 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, AFLCIO, 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 1st 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. Notwithstanding any other provisions of the parties' collective bargaining agreement, the Town may utilize participants in the Town's senior citizens and veterans tax exemption program to perform bargaining unit work in any municipal department under the following conditions:
- It shall not result in the regular work hours of any bargaining unit position.

- The participants will only be utilized during the hours of 9 a.m. – 2 p.m. except as provided for in Section C of this Article.

These restrictions do not apply to the current practice under which the Department Heads in the Health and Treasurer-Collector Departments issue transfer station stickers or trip tickets during regular Town Hall hours.

J. Bargaining Unit Members shall receive an annual stipend, payable in the first pay period in July, of \$1,000 for maintaining the following certifications: (1) Certified Massachusetts Municipal Clerks Certification by the Certification Board of the Massachusetts Town Clerks' Association; (2) Certified Massachusetts Municipal Collector Certification by the Massachusetts Collectors and Treasurers Association; (3) Certified Massachusetts Municipal Treasurer Certification by the Massachusetts Collectors and Treasurers Association; (4) Certified Massachusetts Government Accountant by the Massachusetts Municipal Auditors' & Accountants' Association.*

Bargaining Unit Members shall receive an annual stipend, payable in the first pay period in July, of \$350 for maintaining the following certifications: (1) Fundamentals for Conservation Commissioners Certification by the Massachusetts Associations of Conservation Commissions; (2) Certifications which are job-related and benefit the department as recommended by the Department Head and approved by the Town Administrator, said Certifications not to have a compounding effect.

*Note: Assistant Assessor receives a statutory stipend of \$1,000 for Chapter 59, § 21A1/2.

K. Bargaining Unit Members shall once every three (3) years be reimbursed for the purchase of eye glasses, up to five hundred dollars (\$500). Reimbursements shall be filed with the Town Accountant's office with the appropriate documentation.

L. In the event that any other Town bargaining unit receives a Cost of Living Adjustment (COLA) Increase above the amounts listed in this agreement, the parties agree to return to the bargaining table for the strict purpose of discussing COLA increases. Added MOU 7-13-20

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 this Agreement shall be effective as of July 1, 2021 and shall continue in full force and effect to and including June 30, 2024 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 mail to the other, not more than one hundred and eighty (180) days and not less than ninety (90) days prior to June 30, 2024 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 If settlement is not reached by June 30, 2024 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

Theresa A. Coiro

Annemarie Bourgon

Barbara A. Murphy

Dated: 5/12/22

Art E. [Signature]
Staff Representative Dated

TOWN OF HANSON

[Signature]

[Signature]

[Signature]
Dated: 3/15/22

APPENDIX A-2

CLASSIFICATION STRUCTURE

GRAD E	TITLE
V	Assistant Library Director
IV	Youth Services Librarian Reference Librarian
III	Assistant Assessor Assistant Collector Assistant Town Accountant Assistant Town Clerk Assistant Treasurer Youth Services Associate
II	Administrative Assistant - Assessor Administrative Assistant - Building Administrative Assistant - Conservation Administrative Assistant - Planning Administrative Assistant - Elder Affairs Administrative Assistant - Fire Administrative Assistant - Health Administrative Assistant - Recreation Administrative Assistant - ZBA Library Technical Services Associate
I	Circulation/Customer Service Assistant Library Customer Service/Technical Services Municipal Assistant - Treasurer/Collector

Positions unassigned/vacant in our contract:

Junior Library Technician

Senior Clerk Assessing

Secretary to the Board of Selectmen

Fire Department Assistant

These positions were not assigned a job description during our reclassification study due to the fact that these were vacant positions in our contract. These are all still union positions

SALARY SCHEDULE EFFECTIVE JULY 1, 2021

Utilizing a 2% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade V	\$26.88	\$27.54	\$28.23	\$28.92	\$29.67	\$30.40	\$31.15	\$31.95	\$32.74	\$33.56	\$34.40	\$35.25
Grade IV	\$25.60	\$26.23	\$26.88	\$27.55	\$28.25	\$28.95	\$29.67	\$30.43	\$31.18	\$31.96	\$32.76	\$33.58
Grade III	\$24.38	\$24.98	\$25.60	\$26.23	\$26.91	\$27.57	\$28.25	\$28.98	\$29.69	\$30.44	\$31.20	\$31.98
Grade II	\$23.23	\$23.81	\$24.40	\$25.00	\$25.62	\$26.28	\$26.93	\$27.59	\$28.27	\$29.00	\$29.71	\$30.46
Grade I	\$21.11	\$21.64	\$22.19	\$22.74	\$23.31	\$23.89	\$24.48	\$25.09	\$25.71	\$26.38	\$27.03	\$27.70

SALARY SCHEDULE EFFECTIVE JULY 1, 2022

Utilizing a 2% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade V	\$27.42	\$28.09	\$28.79	\$29.50	\$30.26	\$31.00	\$31.77	\$32.59	\$33.39	\$34.23	\$35.09	\$35.96
Grade IV	\$26.11	\$26.75	\$27.42	\$28.10	\$28.82	\$29.53	\$30.26	\$31.04	\$31.80	\$32.60	\$33.42	\$34.25
Grade III	\$24.87	\$25.48	\$26.11	\$26.76	\$27.45	\$28.12	\$28.82	\$29.56	\$30.29	\$31.05	\$31.83	\$32.62
Grade II	\$23.69	\$24.28	\$24.89	\$25.50	\$26.13	\$26.80	\$27.47	\$28.14	\$28.84	\$29.58	\$30.31	\$31.07
Grade I	\$21.54	\$22.08	\$22.63	\$23.19	\$23.77	\$24.37	\$24.97	\$25.59	\$26.23	\$26.90	\$27.57	\$28.26

SALARY SCHEDULE EFFECTIVE JULY 1, 2023

Utilizing a 2% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
Grade V	\$27.96	\$28.65	\$29.37	\$30.09	\$30.86	\$31.62	\$32.41	\$33.24	\$34.06	\$34.91	\$35.79	\$36.68
Grade IV	\$26.63	\$27.29	\$27.97	\$28.66	\$29.39	\$30.12	\$30.87	\$31.66	\$32.44	\$33.25	\$34.09	\$34.93
Grade III	\$25.37	\$25.99	\$26.64	\$27.29	\$27.99	\$28.68	\$29.40	\$30.15	\$30.89	\$31.67	\$32.46	\$33.27
Grade II	\$24.16	\$24.77	\$25.38	\$26.01	\$26.66	\$27.34	\$28.02	\$28.71	\$29.42	\$30.17	\$30.91	\$31.69
Grade I	\$21.97	\$22.52	\$23.08	\$23.65	\$24.25	\$24.85	\$25.47	\$26.11	\$26.75	\$27.44	\$28.12	\$28.82

APPENDIX A-3

Position	Season	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Hours
Circulation/Customer Service Assistant		9AM-5PM	12PM-8PM	9AM-1PM		9AM-5PM		28
Technical Services Associate		9AM-3PM	9AM-4PM		12PM-5PM	10AM-5PM		25
Circulation/Customer Service Assistant	Winter			11AM-3PM	12PM-8PM		9AM-3PM	18
	Summer			9AM-3PM	12PM-8PM		9AM-1PM	
Technical Services/Acquisitions Assistant		9AM-5PM		9AM-3PM			9AM-1PM	18