

AGREEMENT

BETWEEN

TOWN OF HANSON

AND

AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 1700

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

EFFECTIVE DATE JULY 1, 2001

To

JUNE 30, 2004

Clerical Contract

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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, 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 (Ter. Ed.)

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 Executive Secretary of the Town within five (5) working days. The Executive Secretary shall meet with the employee and /or a member of the Union's grievance committee within five (5) working days. The Executive Secretary shall answer the grievance in writing within five (5) working days after the meeting.

Step 3: If the grievance is not satisfactorily resolved in Step 2 of the Grievance Procedure, the grieving employee or the Chairman of the Union's Grievance Committee may submit the grievance in writing to the Chairman of the Board of Selectmen within five (5) working days. The Board of Selectmen shall answer the grievance in writing within fifteen (15) working days.

Step 4: If the grievance is not adjusted satisfactorily in Step 3, 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 Board of Selectmen 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 given up to five (5) days 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 employer feels 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 Executive Secretary within the seven (7) working day posting period. Within five (5) working days of expiration of the posting period, the Executive Secretary 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 Executive Secretary will open the position outside the unit. The Executive Secretary 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 attempt to 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 Executive Secretary 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 Executive Secretary.

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 Executive Secretary.

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 Executive Secretary 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 both Union positions at the Library and Senior Center 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. Current employees are aware of possible changes.

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 with in 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.

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.

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. Sick leave shall be granted for sickness or injury to the employee.

B. Employees shall accrue one and one-quarter (1 1/4) days a month with accumulation of up to one hundred and ninety-five days (195).

C. Notification of absence shall be given to the Selectmen's Office as early as possible on the first day of absence.

D. The Executive Secretary shall maintain a record for each employee of all sick leave used and accumulated. A summary of said sick leave record shall be sent to the Union Representative within the month of July each year for the purpose of posting on the Bulletin Board.

E. A physician's certificate of illness may be requested by the Executive Secretary for any period of illness of three (3) days or more. After one (1) week a physical examination may be required by the Executive Secretary. If a physical examination is requested for absence of one (1) week, the Town shall bear the expense of the physician's exam.

F. Upon termination of employment with the Town due to the employee's retirement or death, the employee or, in the event of death, the employee's estate, shall be given a day's pay for each three (3) days of the unused portion of the employee's accumulated sick leave provided that in no event shall there be any payment for accumulated sick leave in excess of one hundred and eighty-five (185) days as a base. Retirement is defined as acceptance by the Plymouth County Retirement Board to draw pension benefits. After fifteen years of service to the Town an employee is entitled to the same benefits listed here in.

G. Employees shall be allowed to use accrued sick time during any absence in which the employee is caring for a family member who has a health condition as defined in the FMLA leave shall be considered as time worked for purposes of determining seniority.

**ARTICLE XIV
BEREAVEMENT LEAVE:**

Employees may have up to three (3) consecutive calendar days off without loss of pay in the event of a death in the immediate family of the employee, namely, spouse, child, parent of either spouse, grandparent of either spouse, brother, sister or grandchild. The days of this bereavement leave shall be reduced or not allowed if the period of the funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence. Additional paid time off may be charged to Personal time or vacation time or additional time off without pay, may be granted by the Executive Secretary 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.

ARTICLE XV

CLASSIFICATION PLAN AND PAY RATES:

- A. Effective July 1, 2001 all incumbents of the Bargaining Unit will be placed in the grade and step as designated in Appendix A-1.
- 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	Christmas Day
Independence Day	

** Employees shall receive one floating holiday to be taken at their discretion with approval of the Executive Secretary.

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.

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 Executive Secretary for personal illness.

D. Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday with exception of part-time employees who will be paid for holidays only if scheduled to work on that day.

E. Should any of the above holidays fall on a Saturday or Sunday, the preceding Friday 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 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 leave shall be granted during the year in which eligibility occurs.

C. Vacations shall be scheduled at the discretion of the Executive Secretary 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 Executive Secretary.

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.

In the case of an extended leave of absence or sick leave by a management person which exceeds two (2) consecutive weeks, the Board of Selectmen agrees to negotiate a stipend to be paid to the employee filling in the management position, commencing on the ninth day.

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 costs up to the amount expended if prior approval was given by the Board of Selectmen.

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 Executive Secretary 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 Executive Secretary, provided, however, that the Executive Secretary's decision on such reimbursement will not be subject to the grievance and arbitration procedure.

G. Effective upon final execution and funding of this agreement, the Town shall discontinue the use of the time clock.

H. The Board of Selectmen will request not later than the May, 2003 Annual Town Meeting that Town Meeting appropriate a sum of money sufficient to engage an outside consultant to conduct a classification and compensation plan study for bargaining unit employees. It is specifically agreed and understood that the results of any such study shall not be binding on either the Town or the Union.

**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 1,2001 and shall continue in full force and effect to and including June 30,2004 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 fifty (150) days and not less than ninety (90) days prior to June 30, 2004 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% FY2002, 3% FY2003, 3% FY2004, 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 30,2004 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

TOWN OF HANSON

Dated: _____

Dated: _____

