

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWN OF TOWNSEND ("EMPLOYER")
AND
AFSCME COUNCIL 93 ("UNION")
STANDARD FRONT END DOCUMENT
CLERICAL LOCAL 1703**

ARTICLE 1 RECOGNITION

The Employer recognizes the American Federation of State, County, and Municipal Employees as the sole and exclusive representative of all union employees of the Town of Townsend bargaining unit identified in Attachment A.

Should any new positions be added to the work force, the Employer shall notify the Union of such new positions. The Employer and the Union shall then consult to mutually determine if such new positions shall be added to the bargaining unit. If the parties cannot agree, the matter may be referred to the Massachusetts Department of Labor Relations by either party, with a request that it make a determination.

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 purposes of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2: CHAIN OF COMMAND

The day to day administrative and operational chain of command, lines of supervision and reporting for employees in this bargaining unit run to the Employer, specifically the Board of Selectmen, as the only legal entity empowered under the laws of the Commonwealth to negotiate, agree and execute this collective bargaining agreement detailing terms and conditions of employment. Further, the Employer has delegated said day to day administrative authority and supervisory authority to the Town Administrator.

ARTICLE 3: UNION SECURITY

The Union shall indemnify, defend, and hold the Town harmless from and against all claims, actions, causes of actions, damages, expenses, and liability whatsoever, including reasonable attorney's fees, arising out of any actions taken by the Town in compliance with this Article.

The Town shall not be required to take any action against an employee pursuant to this Article if there is an unresolved dispute between the employee and the Union pending at the Department of

Labor Relations or any court of competent jurisdiction.

ARTICLE 4: UNION DUES AND INITIATION FEES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization for Payroll Deduction form. During the life of this Agreement and in accordance with the terms of the form of Authorization for Payroll Deduction hereafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Union agrees to indemnify the Employer and hold it harmless from any and all claims of whatever nature relating to dues deductions which might arise following postage of the dues and fees by United States first class mail.

PEOPLE Deduction: The Employer agrees to deduct from the wages of any employee who is a member of the union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by remittance.

ARTICLE 5 - EFFECT OF AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered, have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement. In addition to the foregoing, the parties expressly agree to exclude from arbitration grievances concerning "past practices" except where the Employer seeks to enforce a retroactive application of a change in past practice and/or where the Employer has not given the Union fourteen (14) calendar days written notice of its intent to implement a change in existing practice. Additionally, the parties expressly agree to exclude evidence of past practice from any arbitration commenced under this agreement except those involving discipline and/or discharge.

ARTICLE 6: BOARD RIGHTS

The Union recognizes the Employer as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the employer by

Statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Employer retains all powers, rights and duties that it has by law without such exercise being made the subject of any grievance or arbitration proceeding hereunder

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the exclusive right to manage the town, direct the working forces, contract and sub-contract, and procedures. The right to hire, lay off, promote or demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency in the exclusive and sole right of the employer. Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Administrator, the Board of Selectmen, or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage the offices of Town Hall, Council on Aging and the Department of Public Works.

Except as limited by specific provisions of this Agreement, the Employer retains all of its rights to manage the Departments and except, as so limited, the exercise of such rights shall not be grievable or arbitrable.

ARTICLE 7: EMPLOYMENT OF NON-UNIT PERSONNEL TO PERFORM BARGAINING UNIT WORK

The Employer retains the right to employ non-bargaining unit personnel to perform work presently and/or formerly performed by members of the bargaining unit.

ARTICLE 8: GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" is an allegation that there has been a misinterpretation, misapplication, or violation of specific terms of this Agreement.

Step 1. The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Department Head or designee in order to resolve the grievance or dispute. This informal discussion shall take place within ten (10) working days of the situation which caused the grievance, or within ten (10) working days after the grievant knew or should have known of the situation. The Department Head or designee shall attempt to adjust the matter and shall respond to the Steward within five (5) working days. If the matter is not resolved at this level, the grievant may, within fourteen (14) calendar days of receipt of the written step 1 decision, proceed to step 2.

Step 2- The second step of the process shall be a written statement sent to the Town Administrator, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the immediate supervisor's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) calendar days after the receipt of the grievance by the Town Administrator. The decision of the Town Administrator shall be confirmed in writing no later than fourteen (14) calendar days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) calendar days of the written step 2 decision, proceed to step 3.

Step 3- The third step of the process shall be a written statement sent to the Board of Selectmen, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the supervisor's and the Town Administrator's decision must be included. A meeting to discuss this grievance shall be held promptly. The Town Administrator shall schedule the matter on the next Selectmen's agenda. The decision of the Board of Selectmen shall be confirmed in writing no later than thirty-five (35) calendar days after the close of the grievance meeting. If the matter is not resolved at this level, the union (not the employee) may proceed to step 4.

Step 4- If the matter is not resolved at this level then either the union or the town within fourteen (14) calendar days of the written step 3 decision submit the matter to the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties as is provided by Massachusetts General Laws. The arbitrator shall be requested to submit his/her decision within thirty (30) calendar days after the close of arguments or the submission of briefs.

The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this agreement, and in reaching his/her decision, he/she shall interpret the agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Employer other than those expressly set forth herein.

The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator for consideration.

If the town fails to perform within the timeframes written above the union shall have the right to automatically move the grievance to the next step in the process.

If the union fails to perform within the timeframes written above the grievance shall be determined to be denied without any further right of appeal.

The expenses 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 the Arbitrator.

ARTICLE 9 DISCIPLINE & DISCHARGE

Section 1 - The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

Section 2 - Any grievance relating to the discharge or discipline of an employee may be taken up and determined by the employee's Appointing Authority under the grievance and arbitration provisions of this Agreement except as otherwise specifically limited in this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement, a grievance involving discharge must be in writing and must be received by the Employer within ten (10) working days from the date of discharge. In the event a grievance involving discharge is not filed within such time, the discharge shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge shall start at Step 2 of the grievance procedure.

Section 3 - Just Cause. Disciplinary action may be initiated for failure of an employee to fulfill his/her responsibilities as an employee, including, without limitation, any standards set forth in this agreement and in relevant Town of Townsend policies. Failure to comply with Town policies, rules and regulations may result in disciplinary action. Actions which are to be considered sufficient cause for disciplinary action shall include, but are not intended to be limited to, the following:

- Incompetence or continuing inefficiency in performing assigned duties;
- Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a proper supervisor;
- Habitual tardiness or absence from duty;
- Falsification of time sheets or any official document or record;
- Consumption, use or possession of illegal narcotics or consumption or use of legal narcotics or alcohol while on duty;
- Inability to carry out essential functions of the position as a result of use or the possession of illegal drugs or alcohol;
- Theft, misuse or unauthorized use of town property;
- Fraud in securing appointment; Intended or actual disclosure of confidential information;
- Abuse of sick leave/ absence without leave;
- Violation of safety rules, practices and policies;
- Engaging in sexual or other harassment or discrimination;
- Acceptance of gratuities in violation of MGL C. 268A;

- Verbal or physical assault or abuse;
- Conviction of a felony;
- Inappropriate political activity while on duty.
- Or any other such just cause.

Section 4 - Progressive Discipline. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages. Progressive disciplinary actions may include, but are not intended to be limited to: Oral reprimand (with written notice of oral reprimand in the employee's personnel file), written reprimand, suspension without pay, discharge. Nothing in this article shall prevent the Town from issuing more serious disciplinary action up to and including discharge for an employees' first offense if such serious disciplinary action is warranted.

ARTICLE 10: SENIORITY

Seniority for bargaining unit members shall be determined based upon the total time in continuous service with the Town of Townsend.

New employees shall become permanent and added to the seniority list after successful completion of the one (1) year probationary period. A disciplinary suspension of thirty (30) days or longer shall break the employee's continuous service for seniority calculation purposes.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority shall be used in case of reduction of work forces or layoff.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority shall be used in case recall of employees who have been laid off as further detailed below:

Recall

Each employee who is laid off under the provision of Article 9 of the Agreement shall have the right to fill vacancies in the classification from which he/she was laid off during the period of three (3) calendar years following the date on which he/she was laid off, subject to the following limitations;

- a. Qualifications, prior performance and ability to perform the responsibilities are equal, in the judgement of the Town Administrator, and when such judgment is not used arbitrarily or capriciously,
- b. Recall rights will be exercised in the inverse order of layoff;

- c. No employee may exercise recall rights if it shall result in the promotion to a rank or pay classification higher than that from which he/she was laid off.
- d. Each employee shall be required to notify the Board of Selectmen of the address at which they wish to receive recall notices. Notices shall be sent by certified mail to said address. Failure to respond to an offer of recall within 2 weeks of the date of mailing of the recall notice, shall be deemed a refusal of the vacancy. In the event of an actual or constructive refusal, the vacancy will be offered to the next employee on the recall list, and the person refusing the offer of recall shall go to the bottom of the recall list. In the event there are no employees on the recall list who accept a vacancy, the Board of Selectmen may hire a new employee.
- e. Any employee who twice refuses an offer to recall shall lose all further recall rights.

Employees on layoff shall not lose their previously accrued seniority or benefits, employees on layoff may accrue up to six (6) months of seniority while on layoff; however no benefits shall accrue to any employee during the period they are laid-off.

To the extent permitted by law, employees who have recall rights may continue group health insurance and/or life insurance for the period during which said recall rights provided such employees pay 100% of the cost of such group health and/or life insurance, plus 3% administrative fee. In no event shall the Town be required to incur any expense to provide such group health or life insurance to any laid-off employee.

To the extent practicable, employees shall receive a minimum of two (2) weeks' notice of any layoff under this Article.

ARTICLE 11: ORIENTATION & PROBATIONARY PERIOD

The Town Administrator, or his designee, is responsible for informing new employees of their rights, responsibilities, duties and obligations.

Orientation:

The Town Administrator, or his designee, will:

Notify the new employee of the starting date, time and designation work location for starting work

Provide specific rules, regulations, policies, and procedures within seven (7) days from the employee's start of employment.

Explain all benefits and options the employee is entitled to and shall assist the employee with the completion of appropriate forms within seven (7) calendar days from the start of

employment.

Obtain a signed acknowledgment from the employee that they have been orientated received a "New Employee Information Packet" and a copy of the "Union Contract." The form shall be placed in the employees personnel file.

Probationary Period for All New Employees:

All new employees hired after July 1, 2018, except those who have previously worked for the town within the prior twelve (12) months and who had previously successfully completed their probationary period, shall be required to successfully complete a twelve (12) month probationary period to begin immediately upon the employee's starting date. The probationary period shall be utilized to help new employees achieve effective performance standards. The Department Head in conjunction with the Town Administrator shall use the probationary period to observe and evaluate the employee's performance against such standards. At the completion of the first six (6) months and again prior to the completion of twelve (12) months, the Department Head will complete a written evaluation of the new employee, the results of which will be discussed with the employee. If additional time is required to evaluate the employee, the Department Head in conjunction with the Town Administrator may extend the probationary period for up to six (6) additional months. The employee may be dismissed without cause at any time during the probationary period. The employee shall have no right to appeal such termination through the grievance and arbitration procedures of the parties' agreement.

ARTICLE 12: FAMILY MEDICAL AND PARENTAL LEAVE PROVISIONS

Employees shall be entitled to medical leave pursuant to the Family Medical Leave Act.

Employees shall be entitled to parental leave pursuant to the Massachusetts Parental Leave Law, M.G.L. c. 149 s. 105D.

ARTICLE 13: MILITARY LEAVE

An employee shall be entitled to a leave of absence during such time as he or she is called up for active duty in the National Guard or Reserve up to a maximum of seventeen days per year. During such leave he or she shall be paid the difference between his or her regular pay and pay received for such military service.

ARTICLE 14: JURY DUTY/CIVIC LEAVE

The Employer agrees to make up the difference in an employee's base wages between a normal week's wages and compensation received for Jury Duty, exclusive of travel or any other allowance.

ARTICLE 15: MISCELLANEOUS LEAVE

A leave of absence without pay for up to two (2) years may be granted by the Town Administrator after consultation with the Board of Selectmen when an employee is ill and has no sick leave available. The Town may at its discretion grant other leaves of absence without pay upon the request of the employee. Previously accumulated unused sick leave credits shall be restored to employees returning from approved leaves of absence. During an unpaid leave of absence, an employee shall not accrue additional benefits; additionally, the employee shall be responsible for paying for their health insurance premiums and administrative fee.

ARTICLE 16: UNION REPRESENTATIVES

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 change.

Union Representatives Section 1 -A written list of Union Stewards and their representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Section 2 - The steward, or his designee, shall be granted reasonable time off during normal working hours to investigate and settle grievances without loss of pay. Such reasonable time off shall be discretionary with the approval of the Town Administrator. Should the investigation of the grievance continue beyond the normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after the quitting time.

Section 3 - A duly authorized member of the bargaining unit may be granted an unpaid leave of absence, at the discretion of the Town Administrator, not to exceed two days in any one calendar year for the purposes of attending seminars and meeting, including conventions, of the Council, State or National bodies of the Union.

ARTICLE 17: EMPLOYEE RECORDS

Any written statement or report which is critical of an employee in the bargaining unit shall be shown to said employee prior to it being placed in the employee's personnel file. The employee shall initial the statement or report to show that the employee has seen it. The employee's initialing shall not be taken to mean that the employee agrees with its contents. Such employee shall have the opportunity to make a written rebuttal to said statement or report, which shall also be included in the employee's personnel file.

ARTICLE 18: MISCELLANEOUS

1. Should any provisions of this Agreement be found to be in violation of any 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.

2. In the event an employee reports to his or her place of work at his or her regularly scheduled time and is sent home for lack of work without having been properly notified of a layoff, the employee shall be paid for their regularly scheduled hours of work.

3. The Employer agrees to permit representatives of AFSCME to enter the premises for discussions with employees before the employees' starting times, during the employees' rest or meal period, or after the employees' quitting time.

FOR THE TOWN

Sue Lisio

Sue Lisio, Chair

10-22-19

Date

Wayne Miller, Vice Chair

Date

Donald Klein

Don Klein, Clerk

10-22-19

Date

FOR THE UNION

Bobby Jones

Bobby Jones, AFSCME Representative

10/22/2019

Date

Jedi Deschenes

Jedi Deschenes, Steward

10/24/2019

Date

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWN OF TOWNSEND
AND
AFSCME COUNCIL 93, LOCAL 1703, CLERICAL UNION
ATTACHMENT A**

ARTICLE 1A BARGAINING UNIT

The following full and part time positions shall be included in the duly recognized bargaining unit: Conservation Administrative Assistant, Conservation Agent, Planning Board Administrative Assistant, Building Department Assistant, Accounting Department Assistant, Administrative Assessor, Payroll Clerk, COA Van Driver/Admin, COA Meal Coordinator, COA Program Coordinator, Highway Department Assistant, Water Department Office Assistant.

Full-time employees are defined as employees who work thirty (30) or more regularly scheduled hours per week for fifty-two (52) workweeks per fiscal year. Full-time employees shall be entitled to the full paid leave benefits of this agreement. Part-time employees are defined as employees who work less than thirty (30) regularly scheduled hours per week for fifty-two (52) workweeks per fiscal year. Part-time employees shall be entitled to a prorated portion of the leave benefits of this agreement based upon their hours. An employee must work a minimum of 20 regularly scheduled hours per week for fifty-two weeks to qualify for health insurance.

ARTICLE 2A: SENIORITY

Seniority for bargaining unit members hired on or before the execution date of this original contract shall be determined based upon the total time in service with the Town of Townsend..

Seniority for bargaining unit members hired after the execution date of this original contract shall be determined based upon the total time in continuous service within this bargaining unit.

New employees shall become permanent and added to the seniority list after successful completion of the probationary period. A disciplinary suspension of thirty (30) days or longer shall break the employee's continuous service for seniority calculation purposes.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority shall be used in case of reduction of work forces or layoff.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in

the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority shall be used in case recall of employees who have been laid off as further detailed below:

Recall

Each employee who is laid off under the provision of Article 9 of the Agreement shall have the right to fill vacancies in the classification from which he/she was laid off during the period of three (3) calendar years following the date on which he/she was laid off, subject to the following limitations;

- a. Qualifications, prior performance and ability to perform the responsibilities are equal, in the judgement of the Town Administrator, and when such judgment is not used arbitrarily or capriciously,
- b. Recall rights will be exercised in the inverse order of layoff;
- c. No employee may exercise recall rights if it shall result in the promotion to a rank or pay classification higher than that from which he/she was laid off
- d. Each employee shall be required to notify the Board of Selectmen of the address at which they wish to receive recall notices. Notices shall be sent by certified mail to said address. Failure to respond to an offer of recall within 2 weeks of the date of mailing of the recall notice, shall be deemed a refusal of the vacancy. In the event of an actual or constructive refusal, the vacancy will be offered to the next employee on the recall list, and the person refusing the offer of recall shall go to the bottom of the recall list. IN the event there are no employees on the recall list who accept a vacancy, the Board of selectmen may hire a new employee.
- e. Any employee who twice refuses an offer to recall shall lose all further recall rights.

Employees on layoff shall not lose their previously accrued seniority or benefits, employees on layoff may accrue up to six (6) months of seniority while on layoff; however no benefits shall accrue to any employee during the period they are laid-off.

To the extent permitted by law, employees who have recall rights may continue group health insurance and/or life insurance for the period during which said recall rights provided such employees pay 100% of the cost of such group health and/or life insurance, plus 3% administrative fee. In no event shall the Town be required to incur any expense to provide such group health or life insurance to any laid-off employee.

To the extent practicable, employees shall receive a minimum of two (2) weeks' notice of any layoff under this Article.

ARTICLE 3A: JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted on the Town Hall Bulletin Board, the employee bulletin boards in the Highway Department, the Senior Center, the Water Department, the Cemetery and Parks Department, the Police Department and the Fire Department listing the pay, duties, and qualifications. This initial posting is for internal candidates with the members of the specific bargaining unit under which the vacancy exists receiving first priority and all other bargaining unit members as a second priority. This internal notice of vacancy shall remain posted for at least seven (7) calendar days. Internal candidates shall apply in writing within the seven (7) calendar day period.

Where qualifications, prior performance and ability to perform the responsibilities are equal, in the judgment of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the internal candidate shall be offered the position with there being no external posting.

If an employee applies for a higher paid position, he/she may be given up to a thirty (30) day trial and training period during which he/she will receive his or her "old" rate of pay; however, if he/she is promoted, he/she will receive a retroactive payment equivalent to the difference between his or her "old" rate of pay and his/her higher paid position for the hours worked at the higher classification during the trial and training period. The final decision to promote the employee shall be made by the Town at the end of the trial period.

ARTICLE 4A: HOURS OF WORK¹

The hours of work and work schedule for each employee in the bargaining unit are as shown in the table below.

¹ Hours of employees supporting Boards and Commissions (*) may be flexed to accommodate night meetings.

JOB TITLE	DAYS	HOURS	TOTAL WEEKLY HOURS
Conservation Administrative Assistant*	T-W-TH	830A-330P	20
Conservation Agent*	M	7A-12P	20
	T	8A-12P	
	W	4P-9P	
	Th	8A-1P	
	F	9A-12P	
Planning Board/ZBA Administrative Assistant	M-TH	9A-4P	30
Building Department Assistant	M-TH	830A-430P	30
		845A-445P	
Assistant to the Town Accountant	M	9A-1P	10
	T	9A-3P	
Administrative Assessor*	M-W-TH-F	9A-4P	35/40
	T	9A-8P	
Payroll Clerk*	M-T-Th-F	9A-4P	32
	T	6P-8P	
	W	9A-1P	
COA Van Driver/Admin	M-F	8A-330P	35
COA Meal Coordinator	M-W-F	9A-330P	24
COA Program Coordinator	M-T-Th-F	9A-330P	30
	W	2P-830P	
Highway Department Assistant	M-T-W	8A-12P	13.5
	Th	8A-1P	
Water Department Office Administrator	M-F	730A-330P	40
Water Department Office Assistant*	M	730A-3P	19
	T	730A-1P	
	Th	730A-130P	

Employee hours shall remain consistent with his/her hours of work prior to the ratification of this agreement. Prior to making any changes in work schedules, the Town will provide the Union with notice and an opportunity to bargain in good faith over the impacts of the proposed change.

The hours of work for all employees shall be determined by the Town Administrator in concert with Department Head.

BREAKS- An employee who has worked six (6) consecutive hours must be afforded the opportunity to take at least one half hour meal break. If the employee is relieved from his/her duties, the break is unpaid. If the employee is not relieved from his/her duties the break is paid. Employees are also allowed one, 10 minute break every four hours.

ARTICLE 5A: OVERTIME

All overtime eligible employees shall be paid at the rate of one and one half (1 ½) times their

regularly hourly rate for all hours actually worked in excess of forty (40) hours in any one (1) week.

Eligible employees, with the approval of their Department Head, may choose compensatory time in lieu of paid overtime for hours worked in excess of 40 hours in any one week. Except in the case of an emergency, all overtime and/or compensatory time must receive prior approval from the Town Administrator or his designee. Compensatory time off may not accumulate in excess of forty (40) hours and time shall be used within six (6) months of completion of the fiscal year in which it is accrued.

Eligible employees shall be paid at the rate of two (2) times their regular hourly rate for all hours that they are required to work on recognized holidays and Sundays unless regularly scheduled to work on a Sunday.

ARTICLE 6A: HOLIDAYS

The following holidays or days observed as such will be recognized by the Town on the day on which they are legally observed by the Commonwealth, and on these day, employees, without loss of pay, shall be excused from all duty except in case where the Town Administrator determines that the employee is required to maintain essential Town services:

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

If a holiday falls on a non-working day it shall be observed on the nearest work day.

Holiday pay shall be equal to the employee's regularly scheduled work day at the straight time rate. Employee shall not incur a loss of nor benefit from an increase in their regular weekly pay.

If a holiday falls within an employee's vacation period, he or she shall receive an additional day of vacation pay.

In order to be eligible for holiday pay, it is necessary that an employee work his or her full assigned shift on his or her last regularly scheduled work day before the holiday, and on the next regularly scheduled workday following the holiday or uses a vacation or personal day for that work day and works the next regularly scheduled workday following a holiday or uses a vacation or personal day on that workday. Sick leave may be counted as time worked for the day before a holiday in the case of a documented surgery or five (5) plus days out due to a major illness. A doctor's note will be required.

ARTICLE 7A: VACATIONS

Vacation entitlement shall be determined as of July 1st of each year. Vacation time awarded as of July 1 must be used prior to the following July 1st or be lost, except for one (1) week which, in recognition of the demands of serving the Town, and at the recommendation of the supervisor and the approval of the Town Administrator, may be sold back or carried forward each fiscal year.

- Less than one year of service: one day for each month worked up to a maximum of ten working days.
- One year but less than five years of service: two weeks (10 working days).
- Five years but less than ten years of service: three weeks (15 working days).
- Ten years: Four weeks (20 working days)
- Over Ten Years of Service: One additional day for each year over ten years of service up to a maximum of five weeks' vacation after fifteen years of service.
- Between 15 and 20 years of Service: add one additional vacation day each year until twenty years of service is reached.
- Twenty Years or more: Six weeks (30 working days).

Employees hired after July 1, 2018, shall be entitled to a maximum of five weeks' vacation after 15 years of service.

ARTICLE 8A: SICK LEAVE

Each employee shall receive fifteen (15) days of paid sick leave each year. For less than full-time employees, the number of days shall be prorated based on an employee's regularly scheduled hours.

Sick leave is to be used only when an employee cannot perform his or her duties because he or she is incapacitated due to illness or injury, and/or when through exposure to contagious disease, the employer determines that the presence of the employee at his or her work location would jeopardize the health of others. Unused sick leave may be accumulated to a total of one hundred fifty (150) days. The existing practice of allowing the use of sick leave for an employee's medical appointments will continue. The Town shall allow for the use of sick leave for illness of employees' family members.

A notification shall be given in advance as early as possible before the beginning of regular work hours in the cases of illness.

If an employee is absent from work due to illness or injury, the employer may require the employee to obtain a physical or psychological examination in order to return to determine his or her fitness to return to work. The fee for such an examination shall be at the expense of the

employer to the extent not covered by the employee's health insurance. If an employee is sick for three (3) or more consecutive days, the employer at the employee's expense may require a doctor's certificate. If the employer suspects abuse of sick leave, the employee may be required, at the employer's option, to either provide a satisfactory medical evidence for the absence or undergo an examination by a physician selected by the employer. In either event, the employer will bear the expense to the extent not covered by the employee's health insurance. The employer will not exercise its discretion to require such medical evidence or such an examination in an arbitrary, capricious, or discriminatory manner.

If an employee is absent from work on Workmen's Compensation, and has sick days available, he or she will be paid the difference between his or her regular take home pay and his or her Workmen's Compensation payments out of his or her accumulated sick leave.

Employees shall accrue sick time at the rate of one and one fourth (1.25) days per month, which will be computed at the end of each month. After the first year of employment, all employees shall accrue sick time at a rate of fifteen (15) days per year as of July 1st of each year rather than monthly accrual.

A sick bank shall be created in which sick days in excess of one hundred fifty (150) days accumulated by any employee are placed. The Union, not an individual member, may request use of sick time from the sick bank for an employee who is in need of time due to injury or illness which may be granted per discretion of the Town Administrator upon a recommendation from the Union. It is understood that an employee must use all available sick, personal, and vacation time before he or she is eligible for sick leave bank use.

ARTICLE 9A: PERSONAL LEAVE

Each employee shall be entitled to four (4) days of paid personal leave each contract year for compelling personal, household, or business reasons which require the absence of the employee and cannot otherwise be scheduled. The employee shall request such leave at least twenty-four (24) hours in advance except in cases of unforeseen circumstances.

ARTICLE 10A: BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, child, parent, parent-in law, brother, sister, grandparent, grandchild, domestic partner, step parent, step child, family member living within the household, the employee shall receive 5 days of paid bereavement leave. In the event of the death of an employee's brother-in-law, sister-in-law, niece, nephew, aunt or uncle, the employee shall receive two (2) days of paid bereavement leave.

ARTICLE 11A: INSURANCE

The parties agree to the following terms regarding health insurance benefits;

The employees' health insurance benefits shall be twenty five percent (25%). The Town's share of the cost shall be seventy five percent (75%).

Bargaining unit employees who participate in the town's health insurance and who are employed at the time of the execution of this initial contract shall each receive a one-time payment of \$500.00 to offset the cost of increased copays.

A Flexible Spending Account option shall be offered to all bargaining unit members.

ARTICLE 12A: EDUCATION REIMBURSEMENTS

The Town shall foster and promote training programs for employees for the purpose of improving the quality of services provided by the Town. Employees may be eligible for reimbursement of the full cost of tuition and registration fees for work-related courses that are specific to their position and that receive prior approval from the Department Supervisor and the Town Administrator. The cost of employee training approved by Department Supervisor shall be reimbursed by the Town, subject to appropriation.

ARTICLE 13A: LONGEVITY

After five (5) years of service, computed and paid at the anniversary date of employment and thereafter, each employee shall receive an annual bonus of \$500.00. At ten (10) years of continuous service, the annual bonus shall be increased to \$800.00 per year. At fifteen (15) years of continuous service, the annual bonus shall be increased to \$1,100.00 per year. At twenty (20) years of continuous service, the annual bonus shall be increased to \$1,300.00 per year. At twenty-five (25) years of continuous service, the annual bonus shall be \$1,500.00.

ARTICLE 14A: CLOTHING ALLOWANCE

The Employer shall provide a \$600 clothing allowance to employees in the following positions per fiscal year:

- Administrative Assessor
- Conservation Administrator
- Conservation Agent
- Transportation Coordinator

ARTICLE 15A: CERTIFICATIONS

Required certifications are employees' responsibility upon initial hire. Additional certifications, that are relevant to the job but that are not required pursuant to the position description, may be reimbursed by the Employer subject to the recommendation of the supervisor, the approval of the

Town Administrator and subject to appropriation.

ARTICLE 16A: VEHICLES

Employees who are required by their supervisor to utilize their personal vehicles for Town business shall be eligible for IRS reimbursement for reasonable work related travel expenses.

ARTICLE 17A: EARLY RELEASE AND EMERGENCY BUILDING CLOSURES

In the event of the necessity to close some or all town buildings as a result of a local declared emergency, or an applicable state declared emergency with applicability to be determined by the Town Administrator, non-essential personnel will be paid their regularly scheduled work hours for any workday, or portion thereof, that their town building is closed. Employee's timesheets shall reflect such emergency time.

ARTICLE 18A: WAGES

Effective for FY19, beginning on July 1, 2018, the compensation matrix shall be adjusted by 2% such that all employees shall receive 2% base wage increase retroactive to July 1, 2018.

Effective for FY19, eligible employees shall receive a step increase in accordance with the Compensation matrix (See Appendix A). Those employees currently at the top step shall not be eligible for a step increase.

ARTICLE 19A: DURATION

This Agreement shall be for the one (1) year period from July 1, 2018 to June 30, 2019 and terms contained herein shall become effective on July 1, 2018 unless otherwise specified. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after March 1, 2019.

This Agreement will remain in full force and effect until a new Agreement is executed.

WHEREFORE, cognizant of the covenants entered into on this day of the Town of Townsend and the American Federation of State, County, and Municipal Employees, AFL-CI) hereby set their signs and seals hereunder."

FOR THE TOWN

Sue Lisio

Sue Lisio, Chair

10-22-19

Date

Wayne Miller, Vice Chair

Donald Klein

Don Klein, Clerk

Date

10-22-19

Date

FOR THE UNION

Bobby Jones

Bobby Jones, AFSCME Representative

10/22/2019

Date

Jodi Deschenes

Jodi Deschenes, Steward

10/24/2019

Date

TOWN OF TOWNSEND
AFSCME COUNCIL 93, LOCAL 1703 CLERICAL UNION
TENTATIVE AGREEMENT
OCTOBER 22, 2019

As voted at the meeting of the Board of Selectmen on October 22, 2019, the Board hereby approves a waiver of the one-year probationary period for Theresa Walsh, Water Department Office Assistant based upon Ms. Walsh having previously served for more than one as Town Accountant for the Town of Townsend.

FOR THE TOWN

Sue Lisio
Sue Lisio, Chair

Date _____

Wayne Miller, Vice Chair
Don Klein
Don Klein, Clerk

Date _____

10-23-19
Date

