

A G R E E M E N T
BETWEEN
TOWN OF PEMBROKE, MASSACHUSETTS
AND
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 93, LOCAL 1700
(TOWN HALL)
July 1, 2012 through June 30, 2015

TABLE OF CONTENTS

	PAGE
AGREEMENT	4
PREAMBLE	4
ARTICLE I	
<u>RECOGNITION AND UNION SECURITY</u>	4
ARTICLE II	
<u>MANAGEMENT RIGHTS</u>	5
ARTICLE III	
<u>UNION DUES DEDUCTION AND AGENCY SERVICE FEE</u>	5
ARTICLE IV	
<u>NON-DISCRIMINATION</u>	6
ARTICLE V	
<u>GRIEVANCE AND ARBITRATION PROCEDURES</u>	7
ARTICLE VI	
<u>NO - STRIKE CLAUSE</u>	8
ARTICLE VII	
<u>SENIORITY</u>	9
ARTICLE VIII	
<u>LAYOFF</u>	10
ARTICLE IX	
<u>DISCIPLINE</u>	11
ARTICLE X	
<u>VACATIONS</u>	11
ARTICLE XI	
<u>HOLIDAYS</u>	12
ARTICLE XII	
<u>SICK LEAVE</u>	13
ARTICLE XIII	
<u>BEREAVEMENT</u>	15
ARTICLE XIV	
<u>LEAVES OF ABSENCE</u>	16

ARTICLE XV	
<u>JURY DUTY</u>	16
ARTICLE XVI	
<u>PERSONAL LEAVE</u>	16
ARTICLE XVII	
<u>MILITARY RESERVE LEAVE</u>	16
ARTICLE XVIII	
<u>LONGEVITY (A)</u>	17
<u>LONGEVITY (B)</u>	17
ARTICLE XIX	
<u>BENEFITS OF PART-TIME EMPLOYEES</u>	18
ARTICLE XX	
<u>MISCELLANEOUS</u>	18
ARTICLE XXI	
<u>JOB POSTING</u>	20
ARTICLE XXII	
<u>UNION REPRESENTATIVES</u>	20
ARTICLE XXIII	
<u>WAGES</u>	21
ARTICLE XXIV	
<u>HOURS OF WORK - OVERTIME</u>	22
ARTICLE XXV	
<u>TEMPORARY ASSIGNMENT OUT OF CLASSIFICATION</u>	23
ARTICLE XXVI	
<u>JOB SHARING</u>	23
ARTICLE XXVII	
<u>DURATION</u>	25
ARTICLE XXVIII	
<u>DISTRIBUTION OF CONTRACT</u>	25
APPENDIX "A" WAGES	26
APPENDIX "B" HEALTH INSURANCE AND RETIREMENT	27
PERFORMANCE APPRAISAL SUMMARY	28

AGREEMENT

This Agreement entered into by the Town of Pembroke, hereinafter referred to as the Town, and Local 1700, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of conditions of employment. The Board of Selectmen /Town Administrator will be the bargaining unit for the Town of Pembroke.

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1965 and by further amendment to pass a law in which they recognize that the Municipal Employees have a statutory right to bargain collectively with the Town, by the Pembroke Board of Selectmen, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Town Hall Clerical Unit with their respective Department Heads.

In addition, all contractually negotiated items are subject to funding by the Town Meeting of the Town of Pembroke.

Each Department Head shall have the responsibility for carrying out the terms of this Agreement pertaining to the Town Hall Clerical Unit employees.

ARTICLE I

RECOGNITION AND UNION SECURITY

The Town recognizes the Union as the exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment subject to negotiations pursuant to the General Laws of the Commonwealth of Massachusetts in the following collective bargaining unit:

All full-time and regular part-time secretarial and clerical employees of the Town of Pembroke including the Assistant to the Tax Collector, Assistant Assessor, Assistant Town Clerk, Assistant to the Treasurer, Assistant Treasurer, and Assistant Tax Collector and excluding the Secretary to the Board of Selectmen and all other employees as certified by the MLRC in Case No. MCR-3098 (October 8, 1980). For purposes of inclusion in the bargaining unit and entitlement to the benefits of this agreement, a regular part-time employee is defined as one who is regularly scheduled to be employed a minimum of 988 (19 x 52) hours per fiscal year.

The Union recognizes the Pembroke Board of Selectmen as the sole and exclusive representative of the Town for the purpose of collective bargaining relative to wages, hours and other conditions of employment.

The Town shall reserve the right to have present during bargaining sessions members of the Board of Selectmen, the Town Administrator and an attorney which shall be limited to the above.

The Union shall reserve the right to have present during bargaining sessions five (5) bargaining unit members, the Union Seward, the Staff Representative and an attorney which shall be limited to the above.

ARTICLE II

MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town retains all statutory, customary and usual rights, powers, functions and authority of an employer to manage and direct its working forces including the right to make reasonable rules to assure orderly and effective work, the right to hire, transfer, assign and retain employees and to relieve employees from duties because of lack of work, consolidations of positions, or for other legitimate reasons, to maintain the efficiency of its operations, to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the work of the Town for the public benefit so long as such action does not directly conflict with an express and specific provision of this Agreement or derogate from its non-delegable statutory responsibilities.

ARTICLE III

UNION DUES DEDUCTION AND AGENCY SERVICE FEE

Section 1:

The Town agrees to deduct from the pay of all employees covered by this Agreement, the dues and assessments of the Union having jurisdiction over such employees who submit dues authorization forms furnished by the Union and agrees to remit same to said Union prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on payroll during the week the deduction is made, the employee must make arrangements with the Union to pay such dues in advance. The provisions of General Laws, c.180, sec. 17A as amended apply.

Section 2:

The Town will incur no liability for loss of dues monies after depositing the same addressed as directed to the Union in the United States Mail.

Section 3: Agency Service Fee

Any person who is hired is not required to join the Union. However, if this person is hired, he/she, enjoying the benefits of the bargaining unit, must be assessed an agency service fee which will be equal to the Union dues paid by the members of the bargaining unit.

This amount of the agency service fee shall be deducted from the employee's gross pay every week and shall be transmitted to the Union.

Every new employee shall be advised of this before he/she is hired so that he/she has knowledge of same.

In consideration of the Town's entering into this Collective Bargaining Agreement, which agreement includes a dues deduction and agency service fee provision, the Union hereby agrees to indemnify the said Town and hold it harmless from any and all claims, demands, suits or other liabilities or costs to the Town which arise out of, or by reason of, entering into or enforcement of said provision or which arise out of any payroll deduction of dues and agency service fees or any other action of the Town for the purposes of complying with this Article.

Section 4: Access to records

Authorized agents for the Union shall have access to Town records relating to the departments during normal working hours of the Town Hall staff as long as such access is not disruptive of the normal Town business. Specifically, the Union may have access to Local 1700 personnel payroll and time records for the purpose of determining whether or not the terms of the agreement are being complied with. The Town will make records available within seven (7) working days of the Union's request.

Time off without loss of pay or time shall be granted for up to five (5) bargaining unit members and the Union Steward for the purpose attending negotiations sessions with the Town Administrator.

The Town agrees to continue the practice of permitting the Union to use the facilities of the employer for the transaction of Union business during working hours which have been used in the past for such purposes and to have use of the employer's facilities during off duty hours for union meetings which have been used in the past subject to availability.

ARTICLE IV NON-DISCRIMINATION

Section 1:

It is mutually agreed that neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in his right to join or assist, or refrain from joining or assisting any labor organization.

Section 2:

Neither the Town nor the Union shall interfere with, restrain, coerce, intimidate or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union, or non-membership or non-participation in such activity.

Section 3:

There shall be no discrimination by management against any employee because of his/her activity or membership in the union. The employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of the Agreement or his/her refusal to comply with any order which would violate this Agreement.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1:

Grievances arising out of matters covered by this Agreement will be processed in the following manner:

- Step 1. An employee having a grievance must take up the grievance in writing with his/her Department Head within seven (7) scheduled working days after the occurrence of the alleged event (or five days after the aggrieved was notified in writing of the event or actual occurrence of the event).
- In the case that the aggrieved is absent from the workplace due to illness or vacation he must take up the grievance in writing with his/her Department head within five (5) scheduled working days after his return to work.
- The Department Head shall give his/her decision, in writing, within seven (7) working days.
- Step 2. If the employee is not satisfied with the decision of the Department Head, he/she may appeal in writing to the Board of Selectmen, within seven (7) working days. The Board shall hear the grievance in Executive Session unless the individual employee(s) involved request that the hearing be held in public session and shall render its decision in writing within ten (10) working days (from the date of receipt by registered letter or other suitable means).
- Step 3. If the decision of the Board of Selectmen, is not acceptable or forthcoming in the allotted time, the aggrieved may appeal to an Arbitrator, through the American Arbitration Association or The Labor Relations Connection, within thirty (30) calendar days of the decision. The decision of the Arbitrator shall be final and binding on both parties of this agreement.
- Step 4. In the event an arbitration hearing is scheduled during working hours, the employee as well as the steward attending the hearing will suffer no loss of wages. The Union will limit the number of employees at an arbitration hearing to the aggrieved party, the union steward or another suitable witness.

Section 2:

Grievances must be put in motion within the above time limits or will be considered null and void.

Section 3:

The employee, when discussing his grievance with management, may be accompanied by an official of the Local Union.

Section 4:

The above time limits may be extended as mutually agreed upon in writing.

Section 5:

The cost of arbitration, whether it is the American Arbitration Association or the Labor Relations Connection, shall be borne equally by the Employer and the Union.

Section 6:

In choosing an arbitrator, the American Arbitration Association or The Labor Relations Connection will be requested to render a list of five (5) arbitrators. If the parties cannot agree on an arbitrator, they shall each strike one from the list until only one (1) arbitrator is left. The remaining name on the list shall be the arbitrator. The arbitrator's decision shall be final and binding but he shall make no decision:

- (a) which alters, amends, adds to or detracts from the language of this Agreement;
- (b) which recommends a right of relief for any period of time prior to the effective date of this Agreement;
- (c) which modifies or abridges in any way the rights of the Town or the Department Heads.

Section 7:

Either party retains its right to institute proceedings granted under ch.150C of the General Laws.

ARTICLE VI

NO - STRIKE CLAUSE

Section 1:

No employee covered by this Agreement shall engage in, induce or encourage any strike (whether sympathetic, economic or otherwise), work stoppage, slowdown, or withholding of services in the form of a sickout or otherwise. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, withholding of services, or sickout.

Section 2:

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, withholding of services, or sickout, the Union shall forthwith disavow any such strike, work stoppage, slowdown, withholding of services, or sickout, and shall refuse to recognize any picket line established in connection therewith.

Section 3:

In consideration of the performance by the Union of this obligation under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any monetary damages resulting from the unauthorized breach of the Agreement as contained in this Article by individual members of the Union.

Section 4:

The Town may impose disciplinary action, including discharge upon any and all of the employees involved in a violation of this Article; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein.

Section 5:

The Town agrees that, during the term of this Agreement, it will not lock out any employees covered by this Agreement

ARTICLE VII

SENIORITY

Section 1:

Seniority shall be considered the length of an employee's continuous service in his or her regular full-time or part-time position covered by this Agreement. An employee shall acquire seniority after completing three (3) months probationary period and his/her seniority will then revert to the beginning date of employment. During an employee's probationary period he/she may be terminated at the sole discretion of the Town; however, such termination shall be grievable to the Board of Selectmen's level but not subject to arbitration of any kind. Absence due to approved leave under this Agreement shall be synonymous with working in determining seniority. Employees hired on the same day shall have seniority determined by the drawing of lots.

Section 2:

Regular part-time employees shall be credited with seniority based on the following formula:

- A. under 20 hours per week – one (1) year of full time seniority for every two years of regular part-time employment
- B. 20-25 hours per week – one (1) year of full time seniority for every 20 months of regular part-time employment
- C. 25-30 hours per week – one (1) year of full time seniority for every 15 months of regular part-time employment

Section 3:

Seniority shall only be discontinued by (a) resignation or (b) layoff due to lack of work for a period of over three (3) years.

Section 4:

Regular part-time employees shall have their service credited on a prorated basis as per Section 2. This credited service shall be applied to all benefits that full time employees covered under this Agreement receive, such as vacation and sick time.

ARTICLE VIII

LAYOFF

Section 1:

If the Town finds it necessary to lay off employees, the procedures set forth in this Article will apply.

Section 2:

A "layoff" is hereby defined as a complete termination of employment for economic or other legitimate non-disciplinary reasons.

The employer shall meet with the union to discuss any impending layoffs at least thirty (30) days prior to such layoff.

Section 3:

If a layoff becomes necessary, such layoff shall be implemented in a fashion which provides job protection and security to the more senior employee(s). The union recognizes Management's right to determine which position(s) is (are) non-essential and therefore can be eliminated. Any employee whose position is thereby eliminated shall have the right to bump any other employee with less seniority in the same, or in any lower job classification provided the employee is qualified to perform the duties. Any employee so bumped by a more senior employee shall have the right to bump any less senior employee in the same, or in any lower, job classification. In all cases, seniority shall be considered to be the total length of an employees continuous service in any and all regular full-time or part-time positions covered by this agreement.

Section 4:

In rehiring in any job classification the Town will offer reemployment to those former employees who have been laid off and who it deems are qualified in that job classification in the inverse order in which said employees were laid off.

Section 5:

There shall be no obligation to offer reemployment to any employee who has been laid off more than three (3) years.

Section 6:

The offer of reemployment shall be sufficient if made by certified or registered mail addressed to the laid off employee at his last address of record, as shown by the records of the town. Any such laid off employee must respond and be available for reemployment within seventeen (17) days from the date of mailing of the offer; otherwise the laid off employee shall be deemed to have refused reemployment and the Town's obligation under this article is satisfied.

ARTICLE IX

DISCIPLINE

No employee shall be reprimanded, suspended, discharged or otherwise disciplined except for just cause. All complaints or disciplinary reports against any employee of the Clerical Unit shall be made known to the employee and, if written, the employee shall be given a copy of said complaint or disciplinary report prior to any action taken by the Department Head or Town Administrator. All employees shall have the right to a written response attached to any/all written disciplinary actions or those that are maintained within their official personnel file for as long as those reports stay in the file. Any written disciplinary reports entered into an employee's official personnel file may be removed after one (1) year with no additional offenses without prejudice at the request of the employee. It is understood that any disciplinary action is subject to the grievance procedure outlined in Article V – Grievance and Arbitration Procedures.

ARTICLE X

VACATIONS

Section 1:

Employees shall be granted annual vacations without loss of pay as follows: if the employee has occupied a full time position, including any employee that changes from part-time to full-time, and has been in continuous service for the Town for not less than twelve (12) months-

After 1 year but less than 5 years -	10 working days
After 5 years but less than 10 years -	15 working days
After 10 years but less than 15 years -	20 working days
After 15 years but less than 16 years -	21 working days
After 16 years but less than 17 years -	22 working days
After 17 years but less than 18 years -	23 working days
After 18 years but less than 19 years -	24 working days
After 19 years or more -	25 working days

At the beginning of the 25th year of employment, employees shall be granted ten (10) bonus days of vacation to be used within their 25th year of service. This is a one-time only benefit for each employee.

Section 2:

Vacations must be taken in the year in which they are due. Up to two (2) weeks, at most, may be carried over from year to year. Vacation period is to be taken between July 1st and June 30th.

Section 3:

Vacations with pay shall not be granted to temporary employees. An additional day of vacation shall be allowed to any employee if one of the holidays described in Article XI occurs during his vacation period. A vacation week consists of the number of days of the week normally worked.

Vacations will be computed at one (1) day per month up to a maximum of ten (10) days in the first year.

Section 4:

Upon termination of employment caused by death, such payment for vacation and comp time owed shall be made to the employee's beneficiary or estate. Any employee who separates for any other reason will receive her unused vacation and comp time upon the pay period following separation.

Section 5:

Vacation "sell -back" option:

Employees of the Clerical Unit may sell back to the town their excess vacation as follows:

10 days earned per year - sell back 0 days
15 days earned per year - sell back 5 days
20 days earned per year - sell back 10 days
25 days earned per year - sell back 20 days

Vacation days sold back to the town will be at the employees straight time rate: subject to the approval of the department head with payment being made within thirty (30) days of the approval.

ARTICLE XI

HOLIDAYS

Section 1:

The following will be observed as paid non-working days: January - New Year's Day and Martin Luther King Day, February - President's Day, April - Patriot's Day, May - Memorial Day, July - Independence Day, September - Labor Day, October - Columbus Day, November - Veteran's Day and Thanksgiving Day and the day after Thanksgiving, December - Close at Noon on Christmas Eve and Christmas Day.

When Christmas falls on a weekend the following will apply: Christmas on Saturday, Close Noon Thursday *and Friday will be the paid non-working holiday*; Christmas on Sunday, Close Noon Friday, *and Monday will be the paid non-working holiday*.

The employee will also be entitled to one floating holiday per year as a paid non-working day to be used as determined by the employee.

If one of the legal holidays falls on a Saturday, employees covered by this Agreement will be allowed to celebrate the holiday on the previous Friday. If one of the legal holidays falls on a Sunday, employees covered by this agreement will be allowed to celebrate the holiday on the following Monday.

Section 2:

If a full-time employee is required to work on the above mentioned days through emergency only, when such holidays fall on a normal working day, such employee shall be paid at the rate of time and a half in addition to the holiday pay.

Section 3:

If a full-time employee having to work on emergency only basis on Christmas Day, New Year's Day, or Thanksgiving Day, such employee will be paid at the rate of double time in addition to the holiday pay.

ARTICLE XII

SICK LEAVE

Section 1:

Full-time department employees are entitled to fifteen (15) scheduled working days' sick leave per year. All sick days will be credited to the employee's sick leave account on July 1, and earned at the rate of one and one-quarter (1 1/4) days per month during the following twelve (12) months.

Section 2:

An employee must submit a doctor's certificate to his Department Head after five (5) consecutive days of sickness or injury leave, and the Department Head will forward said certificate to the Selectmen for their records.

All medical evidence shall be kept in the confidence of the Dept Head and Town Administrator who shall be in compliance with the Mass General Laws, Privacy and HIPAA Laws that apply.

A full time employee on sick leave, drawing sick leave, is entitled to full pay for any holiday that may occur during the period and is a normal working day.

Section 3:

Payments made under the provisions of this section shall be limited to an employee who is receiving Workmen's Compensation for injury to the difference between the amount paid by Workmen's Compensation and the employee's regular rate of pay until such employee's accumulated sick leave is exhausted. Upon such an employee's election to use accumulated sick leave as above, the Town shall debit the employee's accumulated sick leave by such amounts. Nothing in this section shall be construed to conflict with G.L. c. 152, Section 69.

Annual sick leave benefits may be accumulated up to two hundred fifty (250) days. Upon retirement, employee may buy back up to 100 days.

If an employee who is on injured leave (workman's comp) shall be entitled to accrue vacation, personal and sick leave and any other benefit provided in the Agreement. If the employee is not able to return to work, said employee will be credited his or her accumulated sick, vacation, personal and comp time.

Section 4:

Upon retirement, layoff or death - fifty percent (50%) of accumulated sick leave, not to exceed 100 days, will be paid to retiree, laid off employee or his/her estate within sixty (60) days of retirement, layoff or death.

Section 5.

Sick leave may be used when the personal health issues of an employee's immediate family, (mother, father, spouse, children, or a member of the immediate household), requires his/her personal attendance.

Section 6.

In order to financially cover employees who are unable to work due to non-occupational injury or illness for an extended period of time, the Town and the Union agree to institute a sick leave bank which will be governed by the following:

A. Funding

1. All new employees who wish to participate in the sick leave bank must contribute 2 sick days at the completion of their 3 month probationary period. The Town will contribute 3 days for each new employee who chooses to participate.
2. If the accumulated days in the bank falls below sixty (60) days at the beginning of any fiscal year, then each eligible employee shall contribute one (1) day of his/her accumulated sick leave time to the bank.
3. The sick bank account shall be maintained by the Town Administrator and the Union Steward and shall be balanced each July 1st between the two parties.

B. Eligibility

To draw sick leave benefits from the bank the employee must meet the following minimum requirements:

1. Must be a non-probationary member of the Clerical Union and have contributed the initial two (2) sick days.
2. Use all available accumulated sick leave – Save one (1) day per year of service – Up to five (5) year maximum
3. Be absent for ten (10) consecutive days.

C. Draw

1. If an employee has satisfied the requirements listed in B. above, he/she will be eligible to apply for up to thirty (30) days maximum coverage per fiscal year at one hundred percent (100%) of an employee's normal pay, to begin on the 11th day of absence.
2. The employee must notify in writing the Town Administrator and the Union of their need to use the sick bank and shall be granted its use provided employee meets the eligibility clause.

D. Payback

1. Each employee who draws from the sick leave bank must return the days drawn from the bank in the following manner:

- a. On July 1 of each fiscal year after completing drawing from the bank, contribute at least five (5) days of sick leave accrued until the total days drawn are returned. This is in addition to any contribution made in other sick leave bank provisions.
- b. On separation, any balance due the bank shall be paid in full from employee accumulate sick leave if any.

Section 7:

The membership reserves the right to transfer sick time to a fellow employee in the event of a "personal health issue" or extended illness of fellow employee's immediate family (mother, father, spouse, children or member of the immediate household.)

Section 8:

Any employee who has accrued at least 200 sick days may sell up to fifteen (15) days of unused sick time per year at the rate of three (3) days for one (1). Each day shall be at the rate of 7.5 hours of straight time. This can be done on a yearly basis on June 1 to be approved in advance by the Department Head.

ARTICLE XIII

BEREAVEMENT

Section 1:

In the event of a death occurring in the immediate family of an employee, such employee shall be entitled to receive bereavement leave without loss of pay for the purpose of attending funeral services, arranging for burial and attending to family affairs. It is understood these bereavement days must be days upon which the employee is regularly scheduled to work.

Section 2:

Any employee who suffers the loss through death of his/her father, mother, father-in-law, mother-in-law, sister, brother, wife, husband, child, brother-in-law, sister-in-law, step-parents, step-brothers and sisters, sons-in-law, daughters-in-law, grandchildren and step-children shall be granted a leave of absence not to exceed five (5) days on any one occasion to attend the funeral or any other business related thereto for which the employee shall be paid for said time not in excess of (8) hours per day at his/her regular rate. Two (2) days shall be granted for grandparents. One (1) day shall be granted for an aunt, uncle or ex-spouse.

Section 3:

In cases where funeral arrangements are delayed or are out of state, the department head may, at his/her discretion, provide for such additional leave without loss of pay up to a maximum of five (5) days provided such leave is necessary for the employee's attendance at the funeral.

Section 4:

After ten (10) days in a year, each day in excess of ten (10) days will be deducted from accumulated sick leave.

Section 5:

In the event an employee requires leave for a death in his/her family not covered by this article, the department head at his/her discretion and with the employee's approval, grant such leave as is necessary and deduct such time used from any personal days granted, or if in excess of personal days allowed, may be deducted from sick leave or vacation leave due the employee.

ARTICLE XIV

LEAVES OF ABSENCE

Leave of absence may be granted by the appropriate Department Head, but shall be without compensation. Leave of absence of over three (3) months duration (including maternity leave) shall be considered a break in employment and on return to work, the employee shall have the status of a new employee, unless an extension of leave beyond three (3) months (including maternity leave) has been authorized by the Selectmen.

ARTICLE XV

JURY DUTY

An employee called for jury duty shall receive from the Town an amount equal to the difference between his normal compensation and the amount (excluding any travel allowance) received from the court, upon presentation of certification of the amount paid by the court.

ARTICLE XVI

PERSONAL LEAVE

All members shall be entitled to four (4) days leave per year with full pay to attend to personal needs. Members with ten or more years of service shall be entitled five (5) personal leave days.

ARTICLE XVII

MILITARY RESERVE LEAVE

Any person employed on a full time basis by the Town of Pembroke shall be entitled during the time of his service in the armed forces of the Commonwealth or during his annual tour of duty as a member of a reserve component of the armed forces of the United States not exceeding seventeen (17) days to receive the difference between his pay as an employee or official of the Town of Pembroke and the amount received as a result of military tour of duty if his pay from the Town of Pembroke is the greater sum. Time off for military leave will be granted without loss of vacation leave.

ARTICLE XVIII

LONGEVITY (A)

Longevity increments shall be unconditionally granted to each regular full-time and part-time employee according to the following schedule:

<u>Years of Service</u> <u>Completed Full-Time</u>	<u>Longevity</u> <u>Payment Full-Time</u> 07/01/12 – 06/30/15
5	\$275.00
10	375.00
15	425.00
20	475.00
25	525.00
30	575.00
35	625.00
40	675.00

Payments will be made within twenty-one (21) days following the employee's anniversary date.

<u>Years of Service</u> <u>Completed Part-Time</u>	<u>Longevity</u> <u>Payment Part-Time</u> 07/01/12 – 06/30/15
5	\$200.00
10	250.00
15	275.00
20	300.00
25	325.00
30	350.00

Payments will be made within twenty-one (21) days following the employee's anniversary date.

LONGEVITY (B)

Any employee who has completed fifteen (15) continuous years of service shall receive an additional twenty cents (.20) increase to their hourly rate of pay.

Any employee who has completed twenty (20) continuous years of service shall receive an additional twenty-five cents (.25) increase to their hourly rate of pay.

Any employee who has completed twenty-five years (25) years of continuous years of service shall receive an additional thirty cents (.30) increase to their hourly rate of pay.

NOTE: Hourly rate increase for the above will be effective and applied on the employee's anniversary date. Increases escalate by the whole amount figures shown for the fifteenth, twentieth, and twenty-fifth years.*

EXAMPLE: On the anniversary date at the completion of the fifteenth year, an employee would receive an additional .20 cents per hour, to remain in effect until the employee reaches his/her twentieth year completed anniversary date; then on the twentieth completed year anniversary date, the employee would receive an additional .25 cents per hour, to remain in effect until the employee reaches his/her twenty-fifth year completed anniversary date; and on the twenty-fifth year anniversary date, the employee would receive an additional .30 cents per hour.

*Any employee who presently has completed 15, 20, 25 years of service will be eligible to receive the hourly rate increases as outlined in Longevity (B).

Example: 15 years – An employee who has completed 15 years of service or more but less than 20 years would receive a twenty cents(.20) hourly rate increase retroactive to July 1, 2007.

20 years – An employee who has completed 20 years of service or more but less than 25 years would receive a forty-five cents (.45) hourly rate increase retroactive to July 1, 2007.

25 years – An employee who has completed 25 years of service or more would receive a .75 cent hourly rate increase retroactive to July 1, 2007.

ARTICLE XIX

BENEFITS OF PART-TIME EMPLOYEES

Regular part-time employee benefits will be granted so that they receive sick leave, holidays, vacation, personal days, bereavement leave and leaves of absence including maternity leave and military leave by computing one (1) "day" as the full value number of hours the part-time employee works on the same day taken. For example, a part-time employee who works four (4) hours each day will receive four (4) hours pay for each vacation, holiday, personal, sick, bereavement "day"; if the same employee worked four (4) hours every day except three (3) hours on Wednesday, and sick "day", vacation "day", holiday, etc. which was taken on Wednesday would result in that employee being paid three (3) hours pay.

ARTICLE XX

MISCELLANEOUS

Section 1: Federal and State Laws

In the event any Federal or State law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of this Agreement shall continue in full force and effect.

Section 2: Amendments

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement. In the absence of such mutual consent, the parties agree that this contract

represents full agreement of the parties on all matters which were negotiated or which could have been subjects of negotiation.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 3: Bulletin Boards

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

Section 4: Professional Improvement

Effective July 1, 2011, upon prior approval of a Department Head an employee may receive \$100.00 for each ten (10) class hours successfully completed in a field related to her employment. Ex: If an employee accumulates more than 10 (ten) class hours, the remaining hours may be accumulated to the next class taken.

Payments will be made within 21 days following the submission of satisfactory evidence of successful completion of the course hours.

Section 5: Performance Evaluation

Any employee who has accumulated five (5) or more years of continuous service on or after July 1, 1997, and any employee who reaches their fifth anniversary thereafter, may apply as set forth below to their department head for submission of a satisfactory performance appraisal in the form appended to and Made a part of this Agreement. Such application shall be acted upon in accordance with the terms of the appraisal form within thirty (30) days of the date of submission by the employee to the department head: failure by the Department head to act within that time shall be deemed a rating of "satisfactory." If performance is rated "satisfactory," the employee shall receive the payments set forth below. Payments will be made within 21 days following the satisfactory performance appraisal.

1. Amount to be added to base wage rate. Not subject to nor eligible for annual re-application and re-award on or after fifth anniversary date.

7/01/04 – 6/30/05 - 1.5%

7/01/05 – 6/30/06 - 1.75%

7/01/06 – 6/30/07 - 2.0% until further negotiated

2. The following amounts will be earned for full-time service (proportionate for part-time service) not added to base wage rate or salary. Subject to and eligible for annual re-application and re-award on or after fifth anniversary, but not added to base wage rate or salary.

7/01/04 – 6/30/05 - 1.5%

7/01/05 – 6/30/06 - 1.75%

7/01/06 – 6/30/07 - 2.0% until further negotiated

Section 6: Eyewear Benefit

All clerical employees covered by this agreement shall be reimbursed up to one hundred twenty five (\$125.00) dollars for prescription eyewear once during the duration of the contract. The employee must submit within thirty (30) days of purchase the prescription and receipt of purchase of eyewear to the Town Accountant's office for reimbursement.

ARTICLE XXI

JOB POSTING

Except in cases of emergency, the Town shall advertise any vacancy covered by the terms of this Agreement which it intends to fill by posting a promotional bulletin at the Town Hall for at least fourteen (14) consecutive work days prior to the job being advertised outside the bargaining unit. The bulletin shall state: the title of the position, salary, location (department), special qualifications required, whether temporary or permanent, and the last date for application for the position. Interested employees may apply by giving written notice to the Town Administrator within the posted period, or date applications close if longer, and due consideration will be given their applications; however, nothing contained herein shall preclude the Town from hiring applicants from outside the bargaining unit.

ARTICLE XXII

UNION REPRESENTATIVES

Section 1. A written list of Union Stewards and other representatives shall be furnished to the Town immediately after their designation and the Union shall notify the Town of any changes. The authority of the Steward so designated by the Union shall be, but not limited to:

1. The investigation and presentation of the grievance in accordance with provisions of the collective bargaining agreement.
2. The transmission of such messages and information which originate with and are authorized by the local union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing are of a routine nature.

Section 2. Conventions

1. One (1) duly elected delegate or an alternate, not to exceed one (1), is allowed to attend the meetings of State or National Bodies without loss of pay or loss of benefits and not to exceed 5 days per year.

Section 3.

In the case of grievances, personnel issues, orientation of new employees, bargaining, arbitration, etc, the union steward shall be granted time off without loss of pay or time during working hours to investigate and settle grievances, to attend bargaining sessions, to resolve bargaining issues, to

attend arbitration hearings, to resolve personnel issues, orientation of new employees and to meet with a Department Head, Town Administrator, or the Board of Selectmen.

ARTICLE XXIII

WAGES

Section 1:

The basic salary schedules for employees subject to this Agreement effective *July 1, 2012 to June 30, 2015* are set forth in Appendix "A".

Section 2.

Every employee in a position for which step rate increases in compensation are provided may be considered for an increase in compensation to the next higher step rate within his compensation grade following one (1) year at the minimum and one (1) year at each intermediate step rate, reaching the maximum rate not earlier than the third year. All step increases shall be upon the written recommendation of the Department Head. Less than full-time employees shall be considered for step rate increases every two (2) years between steps, exceptions to the foregoing may be granted at the sole discretion of the Department Head. Denial of step increases shall be subject to the grievance and arbitration procedures contained herein.

Section 3: Extra Ordinary Step Rate

- A. In certain instances such as specialized training, education and/or previous work experience, etc., the Town may upon the recommendation of the Department Head and the approval of the Board of Selectmen, hire a new employee or promote an existing employee at other than starting salary level for any position covered by this Agreement.
- B. Any existing employee whose position is covered by this Agreement may request consideration for extra ordinary advancement to Step 2 or Step 3 of the compensation plan. Such requests will be subject to the approval of the Department Head and the Board of Selectmen.
- C. The Town's decision will not be made arbitrarily, capriciously or unreasonably. The Town also agrees to notify the Union, in writing, within five days of approving any Extra Ordinary Step Rate. Upon written request by the employee or the Union, the Town will submit, in writing, reasons for its approval or denial of any extra ordinary step rate. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 4: Wage Re-Opener

In the event that another bargaining unit under the supervision of the Board of Selectmen receives wages in excess of those agreed upon during the life of this contract, the Union will have the right to request to re-open for wage discussion only.

ARTICLE XXIV

HOURS OF WORK - OVERTIME

Section 1:

This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting the Town's right to determine the nature of any shift arrangements (e.g. whether a four (4) or five (5) day workweek) or the day or hour on which any particular employee shall begin or end work, or as a restriction on the Town's right to require work in excess of any specified periods.

Section 2:

Subject to Section 1, the normal work week of full-time clerical employees shall consist of thirty-seven and one-half (37 1/2) hours, *7.5 hours per day exclusive of 1/2 hour lunch*. Employees whose duties include attendance at (1) evening meeting per week *shall be paid the appropriate overtime rate for hours worked*.

Section 3:

Employees covered by this Agreement who are employed less than thirty-seven and one-half (37 1/2) hours per week shall receive the hourly rate of the job classification to which they are assigned for all hours worked.

Section 4:

Overtime shall be paid at the rate of time and one half for hours in excess of seven and one half (7 1/2) hours in any one day, or in excess of thirty seven and one half (37 1/2) hours in any week, excluding four (4) day work weeks or forty (40) hours per week employees. Compensatory time off may be taken for overtime worked, with prior approval of the Department Head, at a rate of time and one half. *All overtime must be approved by Department Head prior to being worked.*

Employees shall not accrue more than one hundred twenty (120) hours of compensatory time. Provided, however, that any employee who has accrued more than one hundred twenty (120) hours of compensatory time on the effective date of this contract, shall be immediately capped at that amount. Employees who, on the effective date of this contract, have accrued over one hundred twenty (120) hours shall have the option of keeping the time on the books until it is used. If the employee keeps the time on the books, he/she shall not be entitled to earn additional compensatory time until their accrued time is under one hundred twenty (120) hours.

Employees who take the option of payment instead of time off will be able to buy out a maximum of one hundred twenty (120) hours.

Section 5:

All employees' work schedules shall provide for a fifteen (15) minute rest period during every four (4) hours of work. The rest period shall be scheduled at the middle of each four (4) hour period wherever practicable.

Section 6:

Employees employed forty (40) hours per week at the execution of the Agreement will be red circled. Newly hired employees will have a work week of a minimum of nineteen (19) hours for part-time or thirty-seven and one half (37 1/2) hours for full-time as per Section 2 above.

Section 7:

All Town Hall offices with employees covered by this agreement shall be open to the public 8:30 a.m. – 4:30 p.m., Monday through Friday, unless Town Hall is closed because of holidays listed in Article XI of this agreement, or by order of the Town Administrator. Any office with employees covered by this agreement may close at any other time with the permission of the town Administrator.

ARTICLE XXV

TEMPORARY ASSIGNMENT OUT OF CLASSIFICATION

Any employee who is assigned by the Town to temporarily assume all of the duties of a higher job classification for a period of more than five (5) consecutive working days shall receive the salary rate for the higher position retroactively from the first day of the assignment. The “salary rate for the higher position”, if covered by this agreement, shall be the minimum step rate of the higher job classification or, if such minimum step rate is not higher than the employee’s current rate of pay, at the next step rate in the higher job classification which is higher than said current rate. If the “higher position” is not covered by this agreement, then the “higher salary rate” shall be 25% greater than the employee’s current salary or equal to the current salary of the position being covered, whichever is less. Any employee temporarily assigned to work in a lower job classification shall continue to receive his or her normal rate of pay and shall not be required to take a pay cut as a result of the temporary assignment. Such assignments shall be made with the mutual approval of the involved Department Heads except in the case of emergency or when such approval is not obtained in which event the Selectmen may make such assignment as is in the best interest of the Town but not to exceed five (5) consecutive working days. The Union recognizes the Town’s right to make such assignments of work and nothing herein shall be construed to limit the Town’s right to abolish or to create positions or to simultaneously assign work to the same employee in different job classifications temporarily for all or any part of a workweek. The Town agrees to give the Union notice prior to permanently assigning work in different job classifications to the same employee and, on demand, to bargain regarding the salary to be paid such an employee.

ARTICLE XXVI

JOB SHARING

With the approval of the Department Head, a retiring employee has the option to job share a position for the period of three (3) years. The three year period would begin on the first day of work for either employee and expire the Friday following their 3rd year anniversary. If before the expiration date either employee should leave their position and a replacement (retiree) cannot be found, the job would cease to be a “Job Share Position” and the Town would have no obligation to either employee.

The "Job Share Position" would be filled by two (2) part-time dues paying Union employees, both being a current or recent retiring employee, performing the duties of one full-time position. There shall be no carry over of any existing benefits or seniority from their original position. For the purposes of vacation, longevity and performance evaluation, the employees in the "Job Share Position" shall have a new employee status.

If two employees are retiring at the same time and both are interested in job sharing then the Town shall determine which position shall be considered the "Job Share Position" and the other vacant position shall be posted and filled according to this Agreement. If an employee is retiring and the opportunity for a "Job Share Position" is not currently available, the employee shall notify the Board of Selectmen in writing of their interest of participating in the "Job Share Program". The Town shall be responsible to keep this letter of intent on file, and when the opportunity arises shall notify the retired employee.

The hours of work shall be established and agreeable by both employees and the Department Head. Each employee shall be required to work 19 hours per week for a combined total of 38 hours.

When the position is vacated at the end of the 3 year period, or if one of the employees decides to leave prior to the completion of the 3 years, it shall terminate the job share agreement, and it shall revert back to a full-time position which shall be posted and filled as outlined in this Agreement.

ARTICLE XXVII

DURATION

This Agreement shall become effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2015, but all financial obligations of the Employer are subject to Town Meeting appropriation. This Agreement shall remain in full force and effect thereafter, until a new agreement is executed and implemented, unless notice to cancel or terminate the agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.



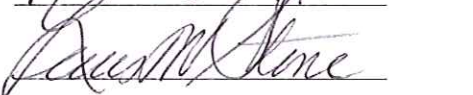
ARTICLE XXVIII

DISTRIBUTION OF CONTRACT



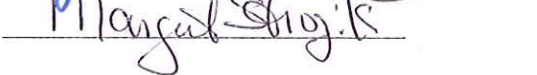
The Town agrees to print enough copies of the signed contract for internal distribution and to provide one (1) copy to each member of the bargaining unit within thirty (30) days of the Town Meeting.

We, the undersigned representatives of the Town of Pembroke, and the Clerical Union Local 1700 AFSME Council 93 have negotiated the above agreement in good faith and agree to sponsor and support same before the Town Meeting as a fair and equitable contract, fairly reflecting both the needs of the Town of Pembroke and the Clerical Union.

FOR THE TOWN
TOWN OF PEMBROKE
BY ITS BOARD OF SELECTMEN

FOR THE UNION
AFSME, COUNCIL 93
LOCAL 1700, AFL-CIO
(CLERICAL)

DATE SIGNED: May 12, 2014

APPENDIX "A" WAGES

EFFECTIVE JULY 1, 2012

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Dispatcher	11.36	11.91	12.52
Junior Clerk	12.59	13.70	14.75
Senior Clerk	15.81	16.82	17.89
Principal Lister	16.44	17.37	18.40
Principal Clerk	16.44	17.37	18.40
Veteran's Service Officer Assistant	16.44	17.37	18.40
Assistant To's & Secretaries	19.65	20.69	21.65
Administrative Assistant	20.33	21.29	22.28
Assistant Assessor/Collector/Town Clerk/ Treasurer	20.23	21.29	22.28

EFFECTIVE JANUARY 1, 2013

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Dispatcher	11.59	12.15	12.77
Junior Clerk	12.84	13.97	15.05
Senior Clerk	16.13	17.16	18.25
Principal Lister	16.77	17.72	18.77
Principal Clerk	16.77	17.72	18.77
Veteran's Service Officer Assistant	16.77	17.72	18.77
Assistant To's & Secretaries	20.04	21.10	22.08
Administrative Assistant	20.74	21.72	22.73
Assistant Assessor/Collector/Town Clerk/ Treasurer	20.74	21.72	22.73

EFFECTIVE JULY 1, 2014

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
Dispatcher	11.93	12.51	13.15
Junior Clerk	13.23	14.39	15.50
Senior Clerk	16.61	17.67	18.80
Principal Lister	17.27	18.25	19.33
Principal Clerk	17.27	18.25	19.33
Veteran's Service Officer Assistant	17.27	18.25	19.33
Assistant To's & Secretaries	20.64	21.74	22.75
Administrative Assistant	21.36	22.37	23.41
Assistant Assessor/Collector/Town Clerk/ Treasurer	21.36	22.37	23.41

In the event that any general government bargaining unit receives a percentage wage increase greater than that reflected in this agreement for any fiscal year of this agreement, July 1, 2012 through June 30, 2015, the parties agree to reopen bargaining on the subject of wages for that period.

Effective July 1, 2012, the following positions shall be considered union positions: BOS Principal Clerk, Assitant Accountant, Planning Board Secretary (upon retirement of current employee), ZBA Secretary (upon retirement of current employee), Floating Clerk. Floating Clerk position to be paid at Senior Clerk pay scale rate. This position will report directly to the Town Administrator. The floater will be able to cover all Union and Non-Union positions at the discretion of the Town Administrator.

The Union shall have the right to appeal in writing to the Selectmen relative to the propriety of the compensation grade assigned to any existing position on the effective date of this Agreement.

Within twenty (20) working days after the filing of such appeal, the Selectmen shall conduct a hearing on the appeal and shall answer the appeal in writing within ten (10) working days after the hearing is held.

If the compensation grade appeal is denied, or if no written answer is given within twenty (20) working days after the filing of such appeal, the Union and only the Union, may submit the appeal to final and binding arbitration. Such submission must be made within thirty (30) days after the expiration of the twenty (20) working days referred to herein, and in all other respects must conform to the requirements set forth in Step 4 of the grievance and arbitration procedure.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement.

In any arbitration case arising from any such appeal, the arbitrator shall not examine changes in job content which occurred prior to the effective date of this Agreement in the position for which the appeal is claimed, but shall restrict himself to the sole issue whether, after the effective date of this Agreement, there was a change in the job content of such position which should have the effect of changing its compensation grade.

APPENDIX "B" HEALTH INSURANCE AND RETIREMENT

Insurance and Retirement:

The present plan for full time employees and their dependents shall remain in force unless improvements are granted and deductions for the employee's share shall be deducted as the Town Treasurer determines. The Town agrees to continue all insurance benefits, health and welfare plans that are available to all other Town employees. The Town agrees that this article shall be re-opened for collective bargaining for the sole purpose of discussing any changes that occur to such said benefits by a vote of the Town at Town Meetings, or on the ballot, or by a decision of the Board of Selectmen.

Every employee covered under this contract shall be entitled to be enrolled in the Plymouth County Retirement Plan, the cost of which is borne jointly by the Town and the employee.

The Union agrees that all employees who are enrolled in a Health Maintenance Organization (HMO) shall contribute 17% of the cost of the premium charged by the Plymouth county Health Insurance Program for the Town.

Effective July 1, 2014 employees shall pay nineteen (19%) percent of the cost of the premium charged. Employees hired on or after the execution of this agreement shall pay twenty five (25%) percent of the health insurance premium and the Town shall pay seventy five (75%) percent of the premium.

PERFORMANCE APPRAISAL SUMMARY

NAME _____ TITLE _____

DEPARTMENT _____

APPRAISAL PERIOD _____ TO _____

SUMMARIZE EMPLOYEE'S ACCOMPLISHMENTS OVER THE APPRAISAL PERIOD.

SUMMARIZE RESULTS THAT CLEARLY DEMONSTRATE CONSISTENT, EXCEPTIONAL PERFORMANCE.

EMPLOYEE STRENGTHS:

AREAS FOR DEVELOPMENT:

OBJECTIVES:

- ☐ SATISFACTORY
- ☐ UNSATISFACTORY
- ☐ NEEDS IMPROVEMENT – 90 DAYS

APPRAISED BY _____

TITLE _____

EMPLOYEE'S SIGNATURE _____ DATE: _____