

**Memorandum of Agreement
Between
The Town of Townsend
and
AFSCME Council 93, Local 1703, Supervisors Union**

FILE

ARTICLE I 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, Local 1703 Supervisors Unit.

The following classifications shall be included in the duly recognized bargaining unit; Water Dept. Superintendent., Health Administrator, Building Commissioner, Land Use Coordinator, Cemetery/Parks Superintendent, Principal Assessor, Council on Aging Director, Facilities Manager and Recreation Director.

Should any new classifications be added to the work force, the Employer shall notify the Union of such new classifications. The Employer and the Union shall then consult to mutually determine if such new classifications 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 II: 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 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 Board of Selectmen has delegated said day to day administrative authority and supervisory authority to the Town Administrator.

ARTICLE III UNION SECURITY

Any employee who is not a Union member who does not make application for membership within thirty (30) days after date of permanent appointment shall, as a condition of employment, pay to the Union each month a service charge as contribution toward the administration of this Agreement in accordance with the provisions of M.G.L. c. 150E. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice to the Employer from the Union.

Any employee who, as of the date of the signing of this Agreement, is a member of the Union and relinquishes such membership shall be subject to the agency service fee provision as outlined above.

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 IV 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 and agency service fee deductions which might arise following postage of the dues and fees by United States first class mail.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY _____
NAME OF EMPLOYEE

TO _____
NAME OF EMPLOYER

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period in the amount of \$_____.

This amount shall be paid to the Treasurer of Local Union No. _____, and represents payment of my union dues.

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

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 V BOARD RIGHTS

Except as limited by specific provisions of this Agreement, the Board of Selectmen 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 VI 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 VII 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 Town Administrator 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 Town Administrator shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step 2: If the grievance or dispute has not been settled, it shall be presented in writing by the Steward and/or Representative to the Board of Selectmen within ten (10) working days after the Department's or designee's response is due. The Board of Selectmen or their designee shall respond to the Steward in writing within fifteen (15) working days.

Step 3: If the grievance or dispute is still unsettled, either party may, within thirty (30) days after the reply of the Board of Selectmen is due, submit the grievance or dispute to the American Arbitration Association for settlement according to their procedures.

The Arbitrator may not amend, alter, add to or subcontract from the terms of this Agreement. The decision of the Arbitrator, if within the scope of his or her authority, shall be final and binding on the parties.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may

cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

ARTICLE VIII DISCIPLINE & DISCHARGE

An employee retained in employment beyond the probationary period shall not be discharged, disciplined, suspended, or demoted without just cause.

Just cause shall include, but not be limited to, the following examples;

1. Neglect in performance of the duties of the position to which the employee is assigned.
2. Misuse, misappropriation, destruction, conversion, or negligence in the use of Town property.
3. Tardiness or absence from duty.
4. Insubordination.
5. Use of or being under the influence of intoxication beverages, narcotics, drugs, or controlled substances while on duty.
6. Criminal or dishonest conduct.

Management agrees to apply the concept of progressive discipline.

ARTICLE IX SENIORITY

The length of continuous service with the bargaining unit shall determine the seniority of the employee. In the case of members of the bargaining unit regularly scheduled to work less than forty (40) hours per week, seniority shall then be calculate on a pro-rata basis by comparing the regularly scheduled hours of the part time position with full time hours. 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 judgement of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority within classifications, 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 judgement of the Town Administrator, and when such judgment is not used arbitrarily or capriciously, the principle of seniority within classifications, 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 IX 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. Recall rights will be exercised in the inverse order of lay-off;

- b. 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;
- c. 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.
- d. 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 X ORIENTATION & PROBATIONARY PERIOD

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

Orientation:

The Town Administrator 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, 2016, 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 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 Town Administrator 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 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 XI JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for at least seven (7) calendar days. Existing bargaining unit employees interested shall apply in writing within the seven (7) calendar day period. If an employee applies for a higher-paid classification, he/she may be given up to a ninety (90) 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 classification 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. A vacancy is defined as an opening in the Department as determined by the Board of Selectmen in consultation with the Town Administrator.

ARTICLE XII HOURS OF WORK

The hours of work and work schedule for each employee in the bargaining unit 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.

ARTICLE XIII OVERTIME

All overtime eligible employees (Health Administrator, Facilities Manager, Recreation Director, Cemetery/Parks Supervisor), shall be paid at the rate of one and one half times their regularly hourly rate for all hours actually worked in excess of forty (40) hours in any one (1) week. Eligible employees 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 Sundays unless regularly scheduled to work on a Sunday, or if the employee works on a holiday.

ARTICLE XIV 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 XV HOLIDAYS

The following holidays or days observed as such will be granted as paid holidays:

New Year's Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	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.

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

If Town Hall is closed all or part of the day on Christmas Eve or New Year's Eve, bargaining unit members will be granted the same benefit.

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 XVI VACATIONS: Vacation entitlement shall be determined as of July 1st of each year. Vacation time awarded as of July 1st must be used prior to the following July 1st or be lost, except for one (1) week which may be carried over to the next year. No other exceptions shall be allowed except under extraordinary circumstances and with the approval of the Board of Selectmen. Each employee shall be eligible for vacation time as indicated below.

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 until twenty years of service is reached.

Twenty Years or more: Six weeks (30 working days).

Employees hired after July 1, 2017, shall be entitled to a maximum of five weeks' vacation after 15 years of service.

ARTICLE XVII 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 who were hired as of July 1, 2007 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. 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 XVIII PERSONAL LEAVE

Each employee shall be entitled to four (4) days of 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 IX 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 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 bereavement leave.

ARTICLE XX 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 XXI JURY DUTY

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 XXII MISCELLANEOUS LEAVE

A leave of absence without pay for up to two (2) years may be granted by the Board of Selectmen when an employee is ill and has no sick leave available. The Board 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 XXIII 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.

ARTICLE XXIV INSURANCE

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

FY18: The parties agree that beginning in FY 18, the employees' fifteen percent (15%) share of the cost of health insurance benefits shall increase to twenty five percent (25%). The Town's share of the cost shall decrease from eighty five percent (85%) to seventy five percent (75%).

FY 19: The parties agree that the Town may implement a plan design change based on the MIIA HMO BLUE NE Benchmark Equivalent Plan. The parties agree that AFSCME may reopen the collective bargaining agreement on the issue of employee health insurance expenses incurred as a result of FY 19 health insurance plan design changes. To exercise such reopener, AFSCME shall file a written demand to reopen with the Town of Townsend no later than June 1, 2018.

ARTICLE XV 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.

ARTICLE XVI 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 XVII EDUCATION REIMBURSEMENT

At discretion of the Town Administrator, employees may be eligible for reimbursement of the full cost of tuition and registration fees for work-related courses.

ARTICLE XVIII 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 XIX CLOTHING ALLOWANCE

The Employer shall provide a \$600 clothing allowance to employees in the following positions;

Building Commissioner

Water Department Superintendent

Cemetery/Parks Supervisor

Facilities Manager

Recreation Director

ARTICLE XXX CELL PHONES

The Employer shall provide cell phones and a cell phone plan to employees in the following positions;

Facilities Manager,

Building Commissioner

Water Superintendent and Cemetery/Parks Superintendent

ARTICLE XXXI LICENSES

Required licenses are employees' responsibility. Additional licenses, at the discretion of the Town Administrator, may be reimbursed by the Employer. The Building Commissioners' base wages shall be increased by \$500, and he shall no longer receive a stipend for maintaining required licenses.

ARTICLE XXXII WAGES

Effective July 1, 2016, Employees shall receive 2.5% base wage increase retroactive to July 1, 2016.

Effective July 1, 2017, employees shall receive a Step increase in accordance with the Salary Scale (See Appendix A). * The parties agree that AFSCME may reopen the collective bargaining agreement on the issue of base wage increases for FY 18. To exercise such reopener, AFSCME shall file a written demand to reopen with the Town of Townsend no later than June 1, 2017.

Effective July 1, 2018, employees shall receive a Step increase in accordance with the Salary Scale (See Appendix A). * The parties agree that after FY 19, each employee shall continue to receive annual Step increases in accordance with the Salary Scale until he or she has reached the maximum step level of his/her respective position. The parties agree that AFSCME may reopen the collective bargaining agreement on the issue of base wage increases for FY 19. To exercise such reopener, AFSCME shall file a written demand to reopen with the Town of Townsend no later than June 1, 2018.

* Those employees currently at the top step of the Salary Scale shall not be eligible for a step increase.

Incorporate Townsend Compensation Plan as model Salary Scale.

ARTICLE XXXIII VEHICLES

Increase vehicle stipend for those employees who use personal vehicles for Town business to \$500 per month. The positions are as follows;

Building Commissioner

Facilities Manager

Water Superintendent

The aforementioned employees shall not have access to Town owned vehicles, except in the case of emergencies.

All other employees who utilize their personal vehicles for Town business shall be eligible for IRS reimbursement for reasonable work related travel expenses.

All Town vehicles shall remain at work location during off hours.

ARTICLE XXXIII DURATION

This Agreement shall be for the three (3) year period from July 1, 2016 to June 30, 2019 and terms contained herein shall become effective on July 1, 2016 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 _____, 2017, 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

Carol Smart
Don nCel
CAJ

For the Union

