

# **Agreement**

**between**

**The Town of Cohasset**

**and**



**CTW-CLC**

**Cohasset Clerical Association**

**July 1, 2008 – June 30, 2011**

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## **AGREEMENT**

This Agreement made and entered into on this \_\_\_\_\_, to be effective July 1, 2008, through June 30, 2011, by and between the TOWN OF COHASSET, a Municipal corporation within the County of Norfolk, Commonwealth of Massachusetts (hereinafter called the "Town") and, the KONOHASSET CLERICAL ASSOCIATION, Service Employees International Union, SEIU, Local 888 (hereinafter called the "Association") acting on behalf of the Association and the employees in the bargaining unit as hereinafter defined:

## **WITNESSETH**

WHEREAS, the parties hereto, through the process of collective bargaining, have agreed as to wages, hours of employment and certain other conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained to be duly kept and performed, the parties hereto do mutually agree as follows:

### **ARTICLE 1 – RECOGNITION**

The Town hereby recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing the wages, hours and other conditions of employment for a bargaining unit comprised of all full-time and regular part-time clerical and custodial employees by the Town of Cohasset, but excluding the Administrative Assistant to the Board of Selectmen, the Secretary to the Board of Selectmen, and all managerial, confidential, casual and other employees of the Town, as certified by the Massachusetts Labor Relations Commission in Case NO. MCR-4033 (April 1, 1991).

### **ARTICLE 2 – MANAGEMENT RIGHTS/RIGHTS OF THE TOWN**

Except where such rights, powers and authority are specifically and expressly relinquished by the provision of this Agreement, the Town of Cohasset retains and reserves all statutory, customary and usual rights, powers, functions and authority of an employer to manage and direct its working forces including, without limiting the generality of the foregoing, the right to make and modify reasonable rules to assure orderly and effective work, the right to select, hire, evaluate job performance, transfer, assign, promote and retain employees, the right to determine the necessity of filling a vacancy, the right to suspend, discipline or discharge employees for just cause, and to relieve or layoff employees from duties in whole or in part because of lack of work, consolidation of positions, for the other legitimate reasons to maintain the efficiency of its operations, to determine the organization, methods, means, technology, equipment 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. In addition to recognizing the foregoing rights, the Association agrees that the Town retains the right to sub-contract any work to outside contractors or other employees or groups whether or not such work was formerly preformed in whole or in part by bargaining unit personnel. The exercise of rights pursuant to this Article shall not be subject to the arbitration provisions of this Agreement.

## **ARTICLE 3 – NON-DISCRIMINATION**

Section 1. There shall be no discrimination, restraint or coercion by the Town or the Association against any employee covered by this Agreement because of membership or non-membership in the Association or participation or non-participation of its activities. Employees shall have, and be protected in the exercise of, the right to self organization, to form, join or assist any employee organization; to bargain collectively with representatives of their own choosing on questions and conditions of employment; and to engage in other concerted activities for the purpose of collective bargaining or mutual aid or protection, free from actual interference, or restraint or coercion; provided, however, that an employee organization recognized by the municipal employer or designated as the representative of the majority of the employees in the appropriate unit, shall act, negotiate agreements and bargain collectively for all employees in the unit, and shall be responsible for representing the employees without discrimination and without regard to employee organization membership.

Section 2. The Konohasset Clerical and Custodial Association and the employees covered by the Agreement, pledge to assist the Town of Cohasset in ensuring that there shall be no discrimination in all phases of employment with respect to race, color, national origin, religion, age, ancestry, sex or handicap, unless based upon a bona fide occupational qualification.

Section 3. The Town and the Association agree that neither party to this Agreement will discriminate against any member of the bargaining unit with regard to hiring, promotion, working conditions, or any professional advantage because of race, color, creed, sex, religious beliefs, age, handicaps, or Association membership or non-membership in violation of State or Federal laws and/or applicable agency regulation concerning discrimination. Because such laws and regulations provide completely alternative procedures for an individual to seek relief from alleged discrimination, the Association agrees it will not arbitrate any case pursuant to this Article unless the employee agrees not to pursue the same claim arising out of the same facts in any other forum.

## **ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. **Definition of Grievance:** For the purpose of this Agreement, a “grievance” shall be defined as a dispute arising during the term of this Agreement between the Town and the Association and/or any employee or group of employees concerning an alleged violation, misinterpretation or misapplication of any of the express provisions of this Agreement.

**Definition of “Business Days”:** Wherever used in this Article, “business days” shall mean normal working days, exclusive of Saturdays, Sundays and holidays.

Section 2. **Time Limits:** If at the end of ten (10) business days next following the occurrence of any grievance or the date the aggrieved employee should reasonably have had first knowledge of such occurrence, the grievance shall not have been presented at Step 1 of Section 4, the grievance shall be deemed to have been waived; and any grievance in course under such

procedure shall also be deemed to have been waived if the action required to present it to the next step or level in the procedure shall not have been taken within the time specified therefore in said Section 4.

Section 3. Purpose:

- a. The purpose of this procedure is to secure, at the lowest possible administrative level solutions to grievances or potential grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- b. Nothing contained in this Agreement will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate Supervisor and to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. The town agrees to provide the Association with notice of any such adjustment(s) when made.
- c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the parties.

Section 4. Procedure:

- a. Step 1: A grievance shall be presented in writing by the employee and/or the Association to his/her immediate Supervisor within ten (10) business days next following its occurrence or the date the aggrieved employee should reasonably have had first knowledge of its occurrence. The Supervisor shall, if requested meet informally with the aggrieved employee and/or the Association within five (5) business days of receipt of the grievance. In the event there is no immediate Supervisor or the Supervisor is unavailable or is unable to resolve the grievance, it may be filed immediately at Step 2 below. The grievance shall contain:
  1. Name and classification of the employee;
  2. Nature of the grievance and contract provisions involved;
  3. Date the grievance occurred;
  4. Requested remedy;
  5. Signature of the employee or employees involved.

The Supervisor shall issue a decision in writing with five (5) business days of receipt of the grievance or the close of the informal hearing, if such a hearing is requested, whichever is later.

- b. Step 2: If the grievance is not resolved at Step 1, it may be referred to the Town Manager within (5) business days of receipt of the Step 1 answer. The Town Manager may hold an informal hearing within ten (10) business days of receipt of the referral and shall

answer the grievance in writing within five (5) business days of receipt of the referral or the close of the hearing, whichever is later.

- c. Step 3: If the grievance remains unresolved, the Association, but not any individual employee, may submit the grievance to arbitration within twenty (20) business days of receipt of the decision at Step 3, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Section 5. The arbitrator selected as herein provided shall be without authority to add to, subtract from or modify any provision of this Agreement. The decision of the Arbitrator shall be in writing and shall be rendered within thirty (30) business days after the hearing is declared closed. In reaching his decision, the Arbitrator shall interpret this Agreement in accordance with the commonly accepted meaning of the words used herein (subject to evidence or proof of a contrary intention of the parties at the time the Agreement was negotiated) and the principle that there are no restrictions intended upon the rights, responsibilities or authority of the Town provided by law or custom other than those restrictions specifically and expressly set forth herein. The decision shall be final and binding on both parties and the employee(s) initiating the grievance.

Section 6. Notwithstanding any contrary provision of this Agreement, the Arbitrator shall be without power or authority to make a decision which:

- a. is violative of or inconsistent with any term or provision of this Agreement or the statutory and decisional law of the Commonwealth of Massachusetts or of the United States;
- b. exceeds his jurisdiction and authority under law and/or this Agreement;
- c. orders any remedy to be effective more than ten (10) business days prior to filing of the written grievance concerned; or
- d. pertains to the issuance of any oral or written reprimand.

Section 7. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such a grievance in writing at Step 1 of Section 4; all provisions of this Article shall apply to such a grievance.

Section 8. In lieu of submitting to arbitration under the auspices of the American Arbitration Association, the Town and the Association may mutually agree in writing to submit any grievance to the Massachusetts Board of Conciliation and Arbitration or arbitration, grievance mediation, or both.

Section 9. A grievance may be withdrawn by the employee(s) initiating it or by the Association at any step of the proceedings.

Section 10. Each party shall bear the expenses of its representative, participants, witnesses and for the preparation and presentation of its own case. The fees and expenses (if any) of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.

Section 11. No employee who has been employed in the bargaining unit described in Article I of this Agreement for six (6) consecutive months or more shall be discharged, suspended or demoted for disciplinary reasons without just cause. A grievance alleging a violation of this section shall be processed at Step 2 of the grievance procedure.

Section 12. Any record of an oral or written reprimand shall be removed from an employee's personnel file after two (2) years from the date of the reprimand, provided no subsequent disciplinary action has been taken within said two (2) year period. In the event such subsequent discipline occurs, then all records of discipline shall remain in the employee's file until a two (2) year period with no further discipline has elapsed, whereupon all records of reprimands shall be removed.

#### **ARTICLE 5 – CONTINUITY OF OPERATIONS**

Neither the Association nor any employee or group of employees shall engage in, induce, encourage or condone any strike, work stoppage, slowdown or withholding of services. Employees who participate in any such strike, work stoppage, slowdown or withholding of services may be disciplined or discharged without recourse to the grievance and arbitration provisions of this Agreement, except as to the issue of whether or not the employees have, in fact, engaged in any of the activities prohibited above. The Association agrees that it will make all reasonable efforts to prevent any strike, work stoppage, slowdown or withholding of services and that, in the event of the same, it will direct its members to cease and desist in any such activities. The Town agrees that there shall be no lockout of employees covered by this Agreement from their employment.

#### **ARTICLE 6 – JOB POSTING AND BIDDING**

Section 1. Whenever a vacancy occurs in a position covered by this Agreement which the Town intends to fill, such vacancy shall be posted in a conspicuous place at the Town Hall, Police, Fire, Water, Public Works Departments and in the Town Hall employees lounge for a period of ten (10) working days listing the rate of compensation duties, hours of work and qualifications. Employees interested shall apply in writing within the ten (10) working day period.

Section 2. In the filling of vacancies, the Town will give due consideration to the length of service, skill, competence, ability and qualifications of all candidates and all other relevant factors. Whenever the above factors are equal in the judgment of the Town, preference will be given to employees already in the bargaining unit. Nothing in this Agreement shall prevent the Town from hiring more qualified applicants from outside of the bargaining unit.

Section 3. An employee whose position is reclassified, upgraded, or who receives a new promotion, shall receive the rate in the new compensation grade next above his existing rate ("one step rule"). If such new compensation grade result in an increase of compensation of less than five (5%) percent, then the employee shall advance an additional step at the discretion of the Town Manager. Requests for exception to the one step rule are to be submitted in writing to the Town Manager prior to the reclassification or upgrading of the employee to which the request relates. The written request shall set forth the reasons for the exception to the one step rule and shall be supported by appropriate documentation. The decision of the Town Manager regarding exceptions to the one-step rule may be subject to the grievance procedure herein, but shall in no event be subject to arbitration.

### **ARTICLE 7 – SENIORITY/PROBATION PERIOD**

Section 1. Seniority shall be defined as the length of continuous service with the Town of Cohasset which is uninterrupted except for leaves of absence such as vacation, sick leave, military leave, layoff less than six (6) months or any other authorized leaves of absence.

Section 2. New employees shall be considered probationary employees until they have completed one (1) year of continuous service with the Town. The seniority of a probationary employee who receives a regular appointment shall date from his initial hire date. The Union recognizes the Town's right to dismiss a probationary employee for any reason and agrees that any such dismissals shall not be subject to the grievance and arbitration provisions of this Agreement. Any probationary employees dismissed during the first 6 months of the probationary period shall not be entitled to any accrued leaves or benefits, e.g. accrued vacation or personal leave.

Section 3. An employee's seniority shall be terminated under the Agreement for the following reasons:

- a. Resignation;
- b. Discharge for just cause;
- c. Failure to return from any approved leave of absence as scheduled;
- d. Failure to report for work as scheduled for there (3) consecutive days
  - i. Without notification.

If an employee has interrupted service with the Town other than through an authorized leave, he/she shall be considered a new employee upon return to employment for the purposes of entitlement and calculation of the wages and benefits of this Agreement.

### **ARTICLE 8 – HOURS OF WORK AND OVERTIME**

Section 1. This Article is intended to provide the basis for the calculation of overtime pay and shall not be construed as limiting or determining the nature of any shift arrangements, 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. The normal work week of all full-time employees shall consist of thirty-five (35) hours in any seven (7) consecutive calendar day period. The normal work week of all part-time employees shall be at the discretion of the Town. Individual working hours for all Town employees shall be set at the discretion of the Town; provided however, except in the case of an emergency, employees whose work schedules are changed shall receive such advance notice as is practicable.

Section 3. Employees shall be paid overtime at the rate of time and one-half their regular rate of pay for all work performed in excess of forty (40) hours in any work week. Compensatory time may be taken in lieu of overtime pay, at the rate of time and one-half, only by mutual agreement of both employee and supervisor prior to overtime hours being worked. If such agreement is made, then compensatory time should be taken within a reasonable time of being earned. An employee is eligible to be paid for any unused compensatory time upon his termination or retirement. There shall be no duplication or pyramiding of overtime payments.

Section 4. Night meeting attendance by some employees has historically, and by past practice, been considered to be part of such employees' normal work duties and regular work week. Accordingly, these employees have not received call back pay for such services. It is the intent of the parties that this practice continue. However, in the event an employee is recalled to work during off-duty hours in circumstances when such work would not be considered part of an employee's night meeting duties, if any, then such an employee will receive a minimum of three (3) hours overtime pay at the rate of time and one-half. In the event the Town Hall is closed for any reason, employees required to work shall receive a compensatory day.

#### **ARTICLE 9 – MATERNITY LEAVE**

In accordance with Chapter 149, Section 105D of the Massachusetts General Laws, a female employee who has been employed by the Town for at least the duration of the initial probationary period of six (6) months, who is absent from such employment for a period not exceeding twelve (12) weeks for the purpose of giving birth or for adopting a child under the age of eighteen (18) or for adopting a child under the age of twenty-three (23) if the child is mentally or physically disabled, said period to be hereinafter called maternity leave, and who shall give at least two (2) weeks notice to her employer of her anticipated date of departure and intention to return, shall be restored to her previous or similar position, with the same status, pay, length of service credit and seniority as of the date of her leave. The maternity leave will be without pay, except that an employee who has accrued vacation or sick leave at the commencement of the leave may use such vacation or sick leave. Additional unpaid leave may be granted upon approval of the Town Manager, if, in the opinion of the Town Manager, such leave would not effect the nature and level of town services.

#### **ARTICLE 10 – LONGEVITY PAY**

All regular full-time employees shall receive longevity payment according to the following schedule:

Length of Service	Annual Amount
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5 years	\$350
10 years	\$550
15 years	\$750
20 years	\$950
25 years	\$1,050

This amount shall be paid in one lump sum in the first pay period following the anniversary of the employee's date of hire. The date of hire shall be considered the date when the employee began working for the Town at least twenty (20) hours per week on a continuous basis. The years of service shall be calculated from this date of hire.

All regular part-time employees working at least twenty (20) hours per week are entitled to longevity pay according to the above schedule, with the amount of the payment pro-rate against a thirty-five (35) hour work week. Temporary employees working fewer than twenty (20) hours per week are not entitled to longevity pay.

#### ARTICLE 11 – VACATION LEAVE

Employees covered by this Agreement shall be entitled to paid vacation in accordance with the following schedule:

Upon completion of six (6) months service	Five (5) days;
One (1) to four years service:	Ten (10) days;
Five (5) to nine (9) years:	Fifteen (15) days;
Ten (10) years or more:	Twenty (20) days;
Twenty (20) years or more:	Twenty Five (25) days.

An employee shall request vacation leave from his/her Supervisor, giving as much notice as possible. Vacation leave may be used in units of hours. Vacation pay should be based on the daily hours worked. If an employee is scheduled for more than their calculated one-fifth (1/5) of their weekly hours worked, vacation pay should be granted for the total hours scheduled. Likewise, if an employee is scheduled for less than their calculated one-fifth (1/5) of their weekly hours worked, vacation pay should be granted for the total hours scheduled.

No employee may take vacation until completing six (6) months of service. Employees will receive allowed vacation time in a lump sum at the beginning of each fiscal year. Part-time employees working at least twenty (20) hours per week are entitled to vacation according to the above schedule, with their vacation pay pro-rated to their weekly schedule. If a holiday falls during a vacation period, an additional day off will be scheduled, by agreement with the Department Head.

Employees are encouraged to take vacations on a regular basis, to allow for proper rest from the rigors of work. An employee may carryover up to one (1) week of vacation time into the following fiscal year. All vacation time that is carried over must be used by September 30<sup>th</sup> of the following fiscal year. The Town Manager may allow vacation time to be carried over beyond September 30<sup>th</sup> of any year upon receiving such a request from a Union member. All

unused vacation time will be paid to the employee upon resignation, retirement, or termination. In the event of the employee's death, payment of all unused vacation time shall be made to the employee's estate.

## **ARTICLE 12 – SICK LEAVE**

Each full-time employee shall accumulate sick leave at the rate of one and one-quarter (1 1/4) day for each month of employment, fifteen (15) days/year. Unused sick leave may be accumulated up to one hundred twenty (120) days. Sick leave credits may be used in units of hours.

Sick leave is generally for protection of employees against loss of pay due to personal illness. However, up to three (3) sick days per year may be used by an employee for illness of a dependent child, spouse, or other close relative, with approval of the Department Head. Sick leave used for family illness is deducted from the employee's annual fifteen (15) day entitlement. Probationary employees are entitled to sick leave after completing at least one (1) month of service. Part-time employees who work a minimum of twenty (20) hours per week are eligible to accumulate sick leave on a pro-rated basis.

When circumstances warrant the same, the Department Head or Town Manager may require an employee to produce a medical certification of disability or illness from a licensed and practicing physician of the Town's choice indicating the dates of disability or illness, together with appropriate medical evidence. The cost of any such certification(s) shall be paid for by the Town.

When all allowable sick leave days have been used and the employee is still unable to return to work because of illness, applications for additional leave, paid or unpaid, in whole or in part, may be made to the Town Manager to determine in their sole discretion if further benefits should be granted. Consideration shall be given to length of service, the employee's sick-leave usage history, and other personal requirements. In the event a bargaining unit member exhausts his/her sick leave entitlement, bargaining unit members may, at the discretion of the Town Manager, donate up to four (4) days of sick leave to said member.

## **ARTICLE 13 – PERSONAL LEAVE**

Each full-time employee with at least six (6) months of service is allowed three (3) days each calendar year for personal reasons. Personal leave is not to be used as vacation, and may not be combined with vacation leave. Except in an emergency, the employee should obtain approval from his/her Supervisor at least forty-eight (48) hours in advance of taking the personal day. Personal leave may not be carried over from one year to the next. If an employee with more than six (6) months of service leaves the employ of the Town, he shall be eligible for payment for unused personal leave, computed at the rate of one-half (1/2) day for each six (6) months of service in the current calendar year.

Part-time employees who work a minimum of twenty (20) hours per week are eligible for personal leave on a pro-rated basis. If an employee uses no sick leave for six (6) consecutive

months, then he shall be eligible for one extra personal day for each six month period during which the employee uses no sick leave. An employee who has perfect attendance for twelve consecutive months will also be eligible for one additional personal day. Therefore, an employee with perfect attendance for one (1) full calendar year is eligible for one personal day for the first six months with perfect attendance, one personal day for the second six months with perfect attendance, and one personal day for having perfect attendance for twelve consecutive months, for a total of three (3) extra personal days, in addition to the three (3) days granted by the Town to all employees. Such days should be used within six (6) months of being earned. Authorized paid leaves, other than sick leave, shall not be counted against an employee in establishing his attendance record.

#### **ARTICLE 14 – BEREAVEMENT LEAVE**

An employee may be granted up to three (3) working days of bereavement leave without loss of pay for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. "Immediate family" shall include: spouse, child, parent, brother, sister, stepchild, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew. In case of hardship, the Town Manager may extend the leave to five (5) working days.

#### **ARTICLE 15 – HOLIDAYS**

The following holidays (or the day on which they are celebrated) are observed:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Employees shall be released from work 2.5 hours early on the day before Thanksgiving.  
(For Town Hall employees 2.5 hours early release shall mean a release time of 1:00 P.M. with no lunch hour.)

Employees shall be released from work 2.5 hours early on the day before Christmas.  
(For Town Hall employees 2.5 hours early release shall mean a release time of 1:00 P.M. with no lunch hour.)

If a holiday falls on a Saturday, any employee who is not normally scheduled to work on that day shall be entitled to compensatory time off at a time to be approved by the Department Head. Part-time employees who work at least twenty (20) hours per week are eligible for holiday pay at the rate of one-fifth (1/5) of their normal work week.

Any employee may be scheduled to work on any of the above specified holidays. Either equivalent time off shall be granted at a time designated by the Department Head or the employee shall be compensated an additional day's pay.

Union employees shall be granted the days of December 26, 2008 and January 2, 2009 as holidays in accordance with Article 15.

### **ARTICLE 16 – LEAVE OF ABSENCE**

Unpaid leaves of absence may be granted without compensation by the Town Manager for up to thirty (30) work days. A leave of absence beyond thirty (30) work days requires prior approval of the Town Manager. An employee does not accrue sick leave, vacation leave, or personal leave, and is not eligible for holiday pay during a leave of absence. The date of a step-rate increase is extended by the duration of the leave. In addition, the employee is responsible for payment of 100% of health and life insurance premiums if the leave of absence extends beyond sixty (60) calendar days.

### **ARTICLE 17 – JURY DUTY**

Any employee required to serve on a jury shall be paid the difference between the compensation received from jury duty (excluding travel allowance) and his/her regular compensation from the Town. Proper evidence of jury pay received must be submitted to the Department Head.

### **ARTICLE 18 – MILITARY LEAVE**

Regular employees who are called for temporary military duty shall receive the difference between their military pay (excluding travel allowance) and their regular pay for up to two (2) weeks of such duty. Their vacation allowance shall not be affected by such duty. All military leave(s) shall conform with applicable state and federal law.

### **ARTICLE 19 – WAGES**

Section 1. Increase all steps and lanes by the following amounts:

- Effective July 1, 2008 3%
- Effective July 1, 2009 2%
- Effective July 1, 2010 2%

Section 2. Initial Step Placement

Newly hired employees will normally be initially placed at the minimum rate of pay for the classification concerned; however, nothing herein shall preclude initial placement of a newly hired employee at a step level greater than the minimum due to an employee's experience,

ability, qualifications and the needs of the Town as determined by the Town Manager and with the recommendation of the Town Manager.

### Section 3. Step Increases/Reclassifications

An increase to the next higher step may be granted to employees in continuous employment as follows:

- i. for existing employees: normally after one (1) year from the most recent previous increase, until the maximum rate of pay for the pay grade is reached.
- ii. For new employees: normally after the completion of one (1) year from the date of hire and thereafter normally after completion of one (1) year from the most previous increase, until the maximum rate of the pay grade is reached.
- iii. Following the reclassification or promotion: after completion of one (1) year from the most recent previous increase.
- iv. Employees covered by this Agreement may at any time apply for reclassification with the Town Manager provided that the employee notifies the employee's department head of the application. Reclassification requests must be submitted by October 1 prior to the fiscal year in which they are requested that the reclassification take effect. Union employees shall be notified in writing of the decision of the Town Manager within 60 days of the reclassification request with a copy to the Union.

Upon receipt of the notification, the employee has the right to a hearing with the Town Manager with Union representation to discuss the decision if desired. The Town Manager has 30 days from any such hearing to ratify or change the original decision with written notice to the parties.

Effective July 1, 2008 the position of Administrator-Planning/Building shall be upgraded to I step 7.

Effective July 1, 2009, the position of Assistant Assessor shall be upgraded to I step 6, the position of Secretary-Police & Fire shall be upgraded to H step 6, the position of Assistant Treasurer/Collector shall be upgraded to I step 6, the position of Assistant Town Clerk shall be upgraded to I step 4.

The base date for determining step-rate increases shall be known as the employee's anniversary date. The anniversary date shall be: 1) the date on which a new employee starts work; or 2) thereafter, the date on which an employee's reclassification or promotion takes effect. Progressions through the step rates are not mandatory and shall be on the basis of performance and ability as documented in the evaluation form required by the Town's Performance review Manual and recommended by the Department Head or Supervisor. The request and the evaluation form must be submitted to the Town Manager. All adjustments shall be approved in

advance of the effective date by the Town Manager. An employee not receiving a step-rate increase may appeal the decision, using the grievance procedure set forth herein, but in no event shall a step-rate denial be subject to arbitration.

Section 4. Nothing containing herein shall limit the right of the Town from re-classifying or promoting employees within the foregoing job classifications.

Section 5. The association recognizes and acknowledges that the cost of funding this Agreement shall be subject to Town Meeting approval.

#### **ARTICLE 20 – REDUCTION IN FORCE**

The Town retains the exclusive right and sole responsibility to determine the number of professional and other positions needed in the Town departments, including the right to determine the number of employees to be laid off, recalled, or that a particular type of service should be discontinued in whole or in part. Such decisions shall not be subject to the Grievance and Arbitration Procedure but, once made, the following policy for reduction in personnel will be followed:

1. In the event one or more members of the bargaining unit must be laid off, the Town Manager will take into consideration the needs of the Town (including, but not limited to, the balance of staff required to maintain services, desired open hours, and the balance of full-time and part-time positions required to adequately fill the work schedule). The employee(s) whose position(s) is reduced (in whole or in part) may replace the least senior employee provided that he/she possesses relatively equal fitness and ability.

An employee may be required to accept a vacant job in lieu of bumping another employee, provided the job level is no less favorable in terms of pay level into which he/she would bump.

Employees laid off due to a reduction in force shall be recalled on the same principle of seniority as the reduction in force occurred.

2. Whenever practicable, employees whose employment will be terminated in full or in part shall be given notice at least ten (10) days prior to the layoff date. The Local will also be forwarded a copy of the notice.
3. If employees who are laid off request in writing to the Town Manager to be placed on recall, then during a period of six (6) months from the effective date of their layoff, such employees shall be given preference for recall as vacancies develop to the same or similar positions for which they are qualified.
4. In the event of recall, employees shall be notified by certified mail to their last address of record with the Town and must advise the Town of their acceptance of the position being offered within five (5) days following the date of mailing or seventy-two (72) hours following the receipt of said notice, whichever comes first, or forfeit all recall rights. The

Town shall not be required to make more than one offer of reemployment during the period that an employee is eligible for recall. It is expected that employees shall make themselves available for reemployment within two (2) weeks following receipt of notice of recall or as close thereto as is practicable.

5. Employees recalled pursuant to the above provisions shall be credited with all accrued time in the service of the Town prior to the effective date of layoff for the purpose of placement on the salary schedule, entitlement to other benefits based upon length of service, and any previously unused sick leave.
6. Grievances involving the interpretation or application of provisions of this Article may be processed through the Grievance Procedure set forth in Article IV.
7. No provision of this Agreement shall be construed to limit the Town's right to abolish any position or positions, in whole or in part, as a result of economic or other legitimate reasons.

#### **ARTICLE 21 – MISCELLANEOUS PROVISIONS**

Section 1. This Agreement is created under, is governed by, and is to be construed under the laws of the Commonwealth of Massachusetts.

Section 2. Should any provisions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, all prior correspondence, memoranda and agreements and undertaking being merged herein and without effect hereon. This Agreement may be modified only by written instrument signed by the parties hereto.

Section 4. Employees who are require to use their own vehicle for Town of Cohasset business will be reimbursed for all mileage at the rate of \$0.505 per mile.

Section 5. A labor-management committee consisting of the Town Manager and his/her designee and representative from the bargaining unit shall meet quarterly or as otherwise scheduled by mutual agreement. The committee shall meet during regular business hours to discuss and act on matter of mutual benefit to employees, and the meeting shall not be used for contract negotiations or processing of formal grievance.

Section 6. The Town will honor voluntary contribution deduction authorizations from employees in the bargaining unit for political contribution to SEIU COPE. The employer will promptly deduct the authorized amount from the individual employee's paycheck and promptly remit those sums to SEIU, Local 888 along with a list of employees who have had amounts deducted for each of those employees.

Section 7. Two (2) days of leave with pay shall be allowed for Union business to be used by any member(s) of the bargaining unit. Said leave shall be requested in writing at least seven (7) days in advance and shall not be unreasonably denied.

### **ARTICLE 22 – EMPLOYEE PERFORMANCE REVIEW**

Employee may be evaluated on the basis of performance and ability as documented in the Town's Job Performance Review Manual. Any employee evaluation shall be performed by the employee's Department Head or Supervisor. At the end of the evaluation, the Department Head will sit with the employee to discuss the results of the evaluation. The employees shall be given a copy of the evaluation. The employee may have the right to grieve any evaluation with the grade of "below" up to Step 3 of Section 4, Article IV of this Agreement.

### **ARTICLE 23 – PERSONNEL RECORDS**

Section 1. Each employee shall have the right, upon request, to examine and to copy any and all material, including any and all evaluations contained in his/her personnel file.

Section 2. Whenever any written material is inserted into an employee's personnel file, the employee shall be notified and given a copy of such material.

Section 3. The employee may challenge the accuracy of any such material by filing a written response which shall be included in the personnel file.

Section 4. Any employee who receives a written letter of reprimand or warning shall, if no further disciplinary action occurs for two (2) years, have the letter of reprimand or warning removed from his/her personnel file. (See Article IV, Section 12).

### **ARTICLE 24 – DUES WITHHOLDING**

Section 1. The Town agrees to deduct from each employee's wages dues for the Association as each employee individually and voluntarily has authorized the Town, in writing, to make such deduction. The Town will transmit said monies deducted to the SEIU Local 888, (529 Main Street, Suite 222, Charlestown, MA 02129). The employee's days prior to the effective date of the first payroll from which the deduction is to be made. The employee shall individually and voluntarily complete the Voluntary Dues Assignment Form to commence said deductions and each time there is a change in the amount to be so deducted.

### **VOLUNTARY DUES ASSIGNMENT**

TO: The Town of Cohasset

I hereby authorize you to deduct from my earnings the sum of per as my membership dues and remit monthly the total of said deductions to SEIU Local 888, (529 Main Street, Suite 222, Charlestown, MA 02129). I understand that this assignment is voluntary and I may revoke it any

time in writing. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve said Town, its officers, members, agents and assigns from any and all liability therefore.

Witness	Date	Signature	Date
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Employees covered by this Agreement who are not Union members shall be required as a condition of employment to pay to the Union an agency service fee, within thirty (30) calendar days of the signing of this Agreement or thirty (30) calendar days from the date of hire, whichever is later. The Union agrees to indemnify the Town against any financial liability incurred in complying with this Section.

Section 2. The Association shall indemnify and save the Town of Cohasset harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to Section 1 above. The Association shall provide a bond in accordance with applicable State law.

#### **ARTICLE 25 – DEFINITIONS**

“Full-time employee” is a regular employee who works at least thirty-five (35) hours per week throughout the year.

“Part-time employee” is a regular employee who works less than thirty-five (35) hours per week throughout the year.

“Continuous employment” is full or part-time employment which is uninterrupted except for military service, authorized vacation or sick leave, layoff or less than six (6) months, or other leave of absence.

#### **ARTICLE 26 – CLASSIFICATION PLAN**

The Town Manager shall maintain written job descriptions of all jobs or positions in the bargaining unit, describing the essential characteristics, requirements, and general duties of each position. Modifications to job descriptions shall be negotiated pursuant to General Laws, Chapter 150E. The descriptions shall not be interpreted as complete or limiting definitions, but rather serve as a general guideline of the scope and nature of responsibility of the position.

## **ARTICLE 27 – SAFETY AND HEALTH**

The Town and Association agree to establish a Safety and Health Committee of equal numbers of representative to discuss issues of mutual concern. It is agreed meetings of the Committee shall be held after normal working hours.

## **ARTICLE 28 – PROFESSIONAL DEVELOPMENT**

The Town of Cohasset Educational Assistance Policy shall continue to be available to all employees of the bargaining unit for the duration of this Agreement. The minimum amount of \$1,000 will be appropriated for each year of the Agreement. Employees shall apply to the Town Manager for approval.

## **ARTICLE 29 – SECTION 125 PLAN**

The Town agrees to allow members of the bargaining unit to participate in a so-called “Cafeteria Plan” established pursuant to Section 125 of the Internal Revenue Code in order to allow such employees to utilize pre-tax income to pay their contributions toward the premium cost of health insurance, life insurance and any other expenses permissible under the IRS Code, provided such employees pursuant to Massachusetts General Laws, Chapter 32B. Such participation will be permitted as soon as is reasonably practicable after the ratification and execution of this Agreement by both parties.

## **ARTICLE 30 – WAGE RE-OPENER**

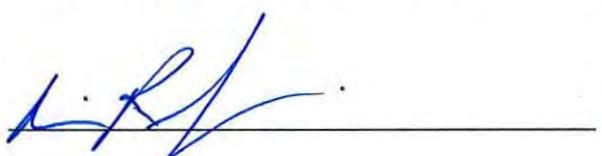
If any other Town of Cohasset bargaining unit receives a greater percentage wage increase or greater vacation allotment, number of sick days, number of personnel days, holidays, amount of longevity or amount of bereavement time than that given the employees represented by the SEIU Local 888, upon request of the Union, the Town agrees to reopen negotiations. This article shall not apply when a greater percentage wage increase or a greater total package benefit are awarded as the result of an arbitrator’s decision.

## **ARTICLE 31 – DURATION**

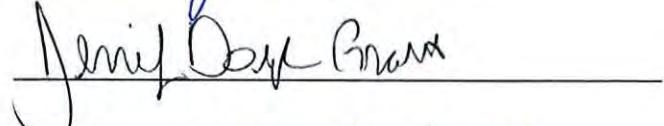
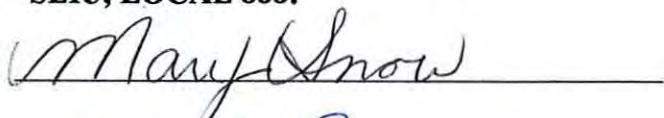
The duration of this Agreement shall be from July 1, 2008, through June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement this \_\_\_\_\_.

**COHASSET TOWN MANAGER:**



**KONOHASSET CLERICAL AND  
CUSTODIAL ASSOCIATION,  
SEIU, LOCAL 888:**



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