

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF DUXBURY
AND
THE TOWN OF DUXBURY SECRETARIES AND CLERKS
SEIU LOCAL 888

July 1, 2009 - June 30, 2012

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ARTICLE 1 RECOGNITION AND BARGAINING UNIT

1.0 The Town hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all of the following employees of the Town: all secretaries and clerks employed by the Town as set forth in the State Certification MCR 2376, consisting of the following: all clerical employees at the Town Hall, (and including the Recreation Department clerical employee position now located outside Town Hall), including but not limited to Junior Clerks, Senior Clerks, Stenographers, Administrative Clerks, Assistant Town Clerk, Assistant Town Treasurer and Deputy Tax Collector, and excluding the Secretaries to the Board of Selectmen/Town Manager, other managerial and confidential employees, and all other employees of the Town.

ARTICLE 2 MANAGEMENT RIGHTS

2.0 Except as expressly limited by a specific provision of this agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the Town Departments and the direction of the workforce in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the Town.

2.1 Employer's Management Rights – The Town will not be limited in any way in the exercise, without bargaining with the Union, all the powers, authority and prerogatives of management, including but not limited, to the following:

- (a) the operation and direction of the affairs of the Town of Duxbury in all of its various aspects;
- (b) the determination of the level of services to be provided;
- (c) the determination of new employee classifications;
- (d) the increase, diminishment, change or discontinuation of operations in whole or in part;
- (e) the alteration, addition or elimination of existing equipment or facilities;
- (f) the determination of the location, organization, number and training of personnel;
- (g) the transfer of employees, including, without limitation, the choice of which employee(s) will be transferred and the work site to which the employee will be transferred;
- (h) the assignment to work sites, including the change of work sites from time to time;
- (i) the granting and scheduling of leaves;
- (j) the scheduling and enforcement of working hours;
- (k) the assignment of overtime

- (l) the determination of whether goods should be leased, contracted or purchased;
- (m) the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position;
- (n) the demotion, suspension, discipline or discharge of employees;
- (o) the right to require an alcohol or drug test subject to the Supreme Judicial Court precedent regarding drug testing.

During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

ARTICLE 3 EMPLOYEE RIGHTS AND REPRESENTATION

3.0 The Town agrees to permit representatives of the Union to enter upon Town property for the sole purpose of individual discussion of working conditions and/or grievances with employees or discussions with management, providing such discussions do not interfere with performance of duties assigned to such employees and prior approval has been given by the Department Head involved in the matter.

3.1 In the event disciplinary action is necessary against an employee, a written statement of the specific reasons shall be provided.

3.2 The principles of seniority shall apply in respect to tenure of employment and vacations for the bargaining unit.

3.2.1 Reductions in Force – In the event that reduction in force is necessary, the determination of whether and when it becomes necessary to layoff any employees shall be determined solely by the Town. The determination of what classifications will be subject to layoff, and what functions will be reduced or terminated, will be determined solely by the Town. The number of persons to be laid off within those classifications and functions will be determined solely by the Town. Within the classifications that the Town determines shall have layoffs, the Town will layoff employees subject to seniority according to the policy and procedures described in this Article. The Town Manager shall give the Union at least fourteen (14) calendar days notice of the Town's intent to layoff or recall to employees and shall meet to bargain over the impact of the layoff or recall.

- (a) In the event of any reduction in force, part-time employees will be laid off before any full time employee.
- (b) In the event of a layoff within a classification, the least senior employee will be laid off first.

- (c) Any laid off permanent employee will be offered an opportunity to bump only into a lower classification within the bargaining unit, provided the following criteria are satisfied:
 - (i) The employee must be senior in Town of Duxbury service to the employee in the lower classification to which he/she seeks to bump into.
- (d) The Town agrees to provide to an employee who is to be laid off fourteen (14) days written notice of the date his/her layoff is to be implemented.
- (e)
 - (i) The Town agrees to create an eighteen (18) month recall list for permanent employees who are laid off. Any employee who is laid off will be placed on the list by classification in the order of his/her seniority.
 - (ii) The employee's name shall be on the list for eighteen (18) months from the date he/she officially leaves the payroll. If an employee who has been laid off because of a reduction in force is rehired within eighteen (18) months, the employee will retain his/her seniority based on his/her original date of hire, excluding the period of the layoff.
 - (iii) If, after the layoff, the Town fills any position in the Town within the classification for which a recall list exists, the Town agrees that before it hires new employees for a permanent position, it will offer to recall an employee on the list, subject to seniority.
 - (iv) After eighteen (18) months on the recall list, or after refusing a recall in the same classification, a laid off employee's name will be removed automatically from the list.
 - (v) The laid off employee will be required to keep the Town advised of his/her current address; and the Town can rely on the latest address listed in its records.
- (f) The determination of the necessity of layoffs, the selection of the classifications and the number of employees within those classifications to be laid off and the filling of vacancies are essential elements of Town management and as such are non-grievable and are not subject to arbitration. While the Town recognizes its obligation to provide the Union with notice and an opportunity to bargain over the reassignment of employees, the determination of such a reassignment is an essential element of Town management and as such is non-grievable and is not subject to arbitration. However, the procedural requirements for laying off and recalling employees are grievable and subject to arbitration.

3.3 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 listed employee shall, with the approval of the Department Head, be granted reasonable time off, without loss of pay, during working hours to investigate and settle grievances.

In the absence of the steward the local President, will be notified of any disciplinary action to be taken against an employee covered by this agreement. He/She may exercise the option to be present during any discussion(s) and will be solely responsible for notifying the Union Representative. A copy of any

record made regarding the aforementioned discussion(s) and any written warning issued to the employee as a result of this discussion(s) shall be made available to the Union upon request.

3.4 An employee newly hired into the unit, after the effective date of this agreement, shall serve a probationary period of six (6) months to determine fitness for service with the hiring department. During the employee's probationary period he/she may be terminated without benefit of recourse to any provision of this agreement and the Union shall not question the Town's right to terminate such probationary employee. The probationary period shall be extended by the number of days absent from work, for any reason including holidays, during this period.

3.5 The Town shall not discipline, suspend or discharge any employee without just cause. In all cases involving the suspension or discharge of a permanent employee the Town shall notify the employee in writing of his suspension or discharge and the reasons therefore. Any dispute arising between the Town and the Union concerning the existence of just cause for suspension or discharge shall be subject to the grievance and arbitration set forth in this agreement.

3.6 A copy of any written statement or report which is critical of an employee's poor job performance made by a member of management which is to be retained by the Town in the Personnel file shall be shown and a copy furnished to the employee. The employee at the same time shall certify in writing on the Town copy to be filed, that he/she has read the statement or report that was furnished by the Town and that the employee refused to sign the Town's copy. If the employee is not available (because of illness or other absence) at the time the statement or report is prepared, a copy of the report or statement shall be filed as soon as practicable, the employee shall be furnished a copy of the statement or report and requested to sign the Town's file copy. The employee shall have the right to submit a response to any such statement or report and his/her written answer shall be reviewed by the Department Head and attached to the file copy of the statement or report.

3.7 The Town agrees that all persons in Town management having authority to place contracts with outside firms are advised that it is Town policy to avoid, whenever possible, placing work with outside contractors when to do so would result in the lay-off of employees within the bargaining unit.

3.8 When a position covered by this agreement becomes vacant and the Town desires to fill such vacancy, or when management creates a new position, such vacancy shall be posted in a conspicuous place listing the pay, duties, qualifications, area and normal work schedule. This notice of vacancy will remain posted for a period of five (5) working days. Employees who are interested in filling the position may apply for consideration by written notice to the Department Head within the posted period of five (5) working days. It is the policy of the Town to fill positions in the unit by up-grading or promotion of

persons presently employed. The first consideration of employees for up-grading or promotion shall be made within the employee's department with the second consideration of all employees within the unit. Up-grading or promotions, if made shall be based upon ability and qualifications. When ability and qualifications of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Town from hiring more qualified applicants from outside the bargaining unit.

3.9 Collective bargaining negotiations will be conducted in off-duty hours.

3.10 The parties to this agreement agree that they shall not discriminate against an employee because of race, creed, color, sex, age, as defined by law, handicap, sexual orientation, as defined by law or national origin, as provided by law, in the execution and administration of this agreement. There shall be no discrimination by the Town or its agents against an employee because of his/her membership in the Union, nor shall there be any discrimination by the Union or any of its agents against an employee for non-membership in the Union.

3.11 If an employee is rehired within two (2) years of the date on which he/she left the service of the Town, there shall be a new six (6) month probationary period upon his/her rehire and he/she shall receive all benefits based upon his/her initial date of employment except with respect to longevity.

3.12 If an employee who left the bargaining unit, but remained in the service of the Town, returns to the bargaining unit within one (1) year, he/she shall return with his/her seniority and benefits intact.

3.13 If an employee, who had applied for a vacant position, is not selected to fill said vacancy in a position covered by this agreement and so requests it he/she shall be provided a response in writing explaining why he/she was not selected to fill the vacancy. Reasons stated for non-selection shall not be grievable.

ARTICLE 4 GRIEVANCE PROCEDURE

4.0 Any difference as to interpretation of this agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not provided for in any law, rule or regulation, shall be a grievance under this agreement. Employee's exercise of the grievance procedure shall not be used to reflect unfavorably on said employee in his or her department. Should any employee have a grievance, an earnest effort shall be made to settle such grievance at the earliest possible time by use of the following procedure:

Step 1 - Within ten (10) working days after the occurrence of the situation, condition, or action giving rise to the grievance, the aggrieved employee shall present in writing and discuss his/her grievance with his/her Department Head

giving all the pertinent information relative to the grievance and indicate the relief requested. Where no Department Head exists in the Department then the grievance shall start at Step 2. The Department Head shall respond in writing within fourteen (14) work days of receipt of the grievance.

Step 2 - If the employee grievance is not settled under Step 1, the aggrieved employee may, within seven (7) calendar days of the written answer in Step 1, refer the grievance to the Town Manager. Such grievance shall be in writing and give all pertinent information relative to the grievance and indicate the relief requested. The Town Manager shall respond in writing within ten (10) calendar days.

Step 3 - If the grievance is not adjusted under Step 2 within two (2) calendar weeks, the grievance shall be forwarded by the employee to the Board of Selectmen, who shall give a decision in writing within two (2) calendar weeks.

4.1 The time limits outlined in this grievance procedure may be extended at any time by mutual agreement of the parties.

4.2 The employee shall have the right to have Union representation present at any meeting held by the parties under this procedure.

4.3 Whenever practicable, grievance shall be processed at a time and place so that the employees will not suffer any loss of regular salary as a result of their required attendance.

4.4 Upon mutual agreement by both parties, if a decision at any Step of the grievance procedure is not timely, "or" an extension has not been requested, then the aggrieved party "SHALL" be granted to proceed to the next higher Step of the grievance procedure. Otherwise, the absence of a written response from the Town or its agents within the designated period provided under this article shall be deemed a denial of the grievance.

ARTICLE 5 ARBITRATION

5.0 Any grievance not settled through the grievance procedure may be presented to arbitration within thirty (30) days after the final decision of the Town Manager has been given to the employee.

5.1 A request for arbitration shall state in reasonable detail the nature of the dispute, the specific provision(s) of the agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association, or other arbitrator if mutually agreed, and a copy shall be furnished to the Town.

5.2 Following the submission of a written request to the American Arbitration Association, an arbitrator shall be chosen in accordance with the American Arbitration Association's procedures.

5.3 In the selection of an arbitrator and the conduct of any arbitration the American Arbitration Association's rules shall control.

5.4 Each party shall bear the expense of preparing and presenting its own case. The cost of the arbitrator, meeting place and other incidental expenses mutually agreed to in advance shall be shared equally between the two (2) parties.

5.5 Nothing contained herein, shall be construed so as to authorize any arbitrator to alter add to or modify this agreement or any of its provisions or to take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

5.6 The decision of the arbitrator shall be final and binding on both parties unless the decision of the arbitrator is determined by a court of competent jurisdiction to be an illegal decision or in conflict with State or Federal Laws or regulations.

5.7 It is understood and agreed that either party may request that a transcript be made of the arbitration hearing, which transcript shall be the 'official record' of the proceeding. The requesting party will pay for such a transcript, and the other party may obtain a copy of the transcript at cost.

ARTICLE 6 HOURS OF WORK

6.0 The regular hours of work each day shall be consecutive, except for interruptions of lunch periods. The workweek shall consist of thirty-seven and one half (37 1/2) hours of five (5) consecutive days, usually Monday through Friday, inclusive. Hours of work shall be: Monday 8:00 AM to 7:00 PM, Tuesday through Thursday 8:00 AM to 4:00 PM, and Friday, 8:00 AM to 12:30 PM. Current, as of 1/28/08, part-time employees working on Friday after 12:30 PM would adjust their schedule and add time to Monday or another day as authorized by their manager. Except for emergency, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Town.

6.1 The Town may apart from the above, establish from time to time different work schedules and hours of work for individual employees after having consulted with the Union and after having given due consideration to the convenience of the employees involved and to the extent circumstances permit

having made an effort to distribute hours of work so as not to result in unreasonably long or irregular hours or day of work.

6.2 Employees covered by this agreement shall not be required to suspend work while working his/her regular daily hours to offset overtime hours worked or to be worked.

6.3 Within the regular scheduled workday there will be a half-hour (30 minutes) unpaid lunch period included.

6.4 Within the regular scheduled workday there may be one (1) fifteen minute break taken by each employee, in a manner that would not be disruptive to the office operation. Employees may add the fifteen (15) minute break to their thirty (30) minute lunch break. On Monday's regular scheduled workday there may be two (1) fifteen (15) minute breaks taken by each employee working 8:00 AM to 7:00 PM, one (1) of which can be used in combination with the thirty (30) minute lunch break. There will be no lunch break on Friday.

6.5 When holidays, sick time, vacation, and personal time falls on Monday, the hours used and to be paid will be ten and one half (10.5). When these occurrences fall on Friday, the hours used and to be paid will be four and one half (4.5).

ARTICLE 7 SALARIES AND OVERTIME COMPENSATION

7.0 Each employee, covered by this agreement, will be assigned to an appropriate job description title. Assignment will be made by comparing the work tasks of the employee against the written description whose titles are listed in the appendix. Appropriateness is defined as the employee being required to perform the full complement of the job description.

7.1 Each job description title has been placed in a rate range. No employee will be paid more than the maximum or less than the minimum rates of her/his job description.

7.2 Newly-hired full-time employees paid at the first step of the grade may be considered for a merit performance increase after six (6) continuous months of service, provided more than satisfactory performance is demonstrated. When hired at a rate above the first step, merit review consideration may occur at any time after twelve (12) continuous months of service.

7.3 Progression through the rate range is on the basis of meritorious performance and demonstrated ability as defined by the management. Consideration for merit review may occur at any time after twelve (12) months of continuous service (at least 1,560 hours of regularly scheduled hours or twelve months, whichever comes later for part-time and intermittent employees). In any

event, part-time and intermittent employees shall be considered eligible for a step increase or merit review after three years of continuous part-time or intermittent service even though 1,560 hours may not have been worked during the three (3) year period involved. The increase, if warranted, will be one step in the rate range. Should the employee be denied an increase for unacceptable performance, the employee may receive an increase at any subsequent time that the management considers performance has improved sufficiently to warrant an increase. The next review date will be at least twelve (12) months of continuous service (at least 1,560 hours of regularly scheduled hours or twelve (12) months, whichever comes later for part-time and intermittent employees). Newly hired full-time employees may be considered for a merit performance increase after six (6) continuous months of service, provided more than satisfactory performance is demonstrated. An employee, otherwise, considered eligible for a merit increase in accord with the preceding sentence, shall not be denied said merit increase solely because said employee may be transferred to or promoted to a different position in the same or a different department.

7.4 When an employee is promoted by management to do a job description title with a higher pay grade, the employee will be expected to perform the full complement of the job and will receive a pay increase at least to the minimum of the new rate range or to the next higher step should the employee's paid rate fall below the steps. Employees are eligible for progression increases following the aforementioned promotional increase, provided they are not at the maximum of the grade, having served at least twelve (12) months of continuous service in the position and meet the other requirements of Section 7.2.

7.5 Should an employee be required by management to perform the duties of an employee in a higher pay grade for more than ten (10) consecutive workdays, the employee shall be temporarily transferred to the higher job classification title and be compensated in accordance with Section 7.4 with no changes, retroactive to the first day.

7.6 Re-assignment to a job description title in the same or lower rate range will not change the employee's paid rate unless she/he will be paid more than the maximum which will result in lowering the employee's paid rate to the new maximum.

7.7 The term of this agreement shall be for three years (3), July 1, 2009 through June 30, 2012. See attached Appendix A.

7.8 All work performed in excess of thirty-seven and one half (37 1/2) hours per week shall be compensated at time and one half the employee's regular hourly rate.

7.9 Employees called back to work at the end of a regular workday, after having left their place of employment shall be compensated at time and one half (1 1/2) their regular rate of pay for a minimum of two (2) hours.

7.10 Employees covered by this agreement are included in one of the following categories and receive benefits accordingly:

Category	Regularly Scheduled Days per Week	Benefit Level Hours per week	(Specific articles & outline terms & conditions)
Full-time	5	37.5	All provided
Part-time	3 - 5	20	All provided (pro-rated)
Intermittent	Variable but scheduled to work every week		Limited to paid holidays

In those benefit sections requiring certain years of service, part-time employees will be credited with a year when they have worked 1,560 hours or more during any fiscal year, whichever comes later. Intermittent employees regularly scheduled to work at least twenty hours but less than thirty-seven and one-half (37 1/2) hours per week for three (3) months shall be reclassified part-time status.

ARTICLE 8 VACATIONS

8.0 Vacations with pay will be granted to employees covered by this agreement as follows:

- a. In the instance of employees who have been employed for less than thirty (30) weeks as of July 1, in the current year, vacation leave of one (1) day shall be granted with full pay for each three (3) weeks of employment provided: 1. That such vacation leave credit shall be accrued from the first day of employment, and up to five days of such leave be useable after one hundred and fifty calendar days of employment.
- b. Vacation leave of two (2) calendar weeks shall be granted to any employee who, as of July 1, has been employed more than one (1) year, but less than five (5) years.
- c. Vacation leave of three (3) calendar weeks shall be granted to any employee who, as of July 1, has been employed by the Town for (5) years but less than ten (10) years.
- d. Vacation leave of four (4) calendar weeks shall be granted to any employee who, as of July 1, has been employed by the Town for ten (10) years but less than twenty-five years.

e. Vacation leave of five (5) calendar weeks shall be granted to any employee who, as of July 1, has been employed by the Town for twenty-five (25) or more years.

f. For the purpose of determining vacation entitlement, each full-time employee shall have any continuous part-time service with the Town credited on a pro-rata basis.

Each seven and one-half (7 1/2) hours of part-time service shall be credited as one (1) day of full-time service.

g. Employees who are regularly scheduled to work twenty (20) hours or more per week but less than thirty-seven and one-half (37 1/2) hours per week shall be granted pro-rata vacation leave. The pro-rata will be determined by averaging the scheduled hours per week the year preceding July 1.

8.1 The vacation year shall be from July 1 to June 30. Vacations shall be taken at the employee's convenience but subject to the Department Head's approval, which is based on the need to maintain department operating efficiency. Subject to the need of the department, if a conflict exists between two or more employees, the employee with the greatest amount of consecutive Town service (as modified in Section 3.11) shall have the first choice and the employee with the second amount of consecutive Town service the second choice, etc. Displacement from the vacation list by reason of seniority shall not be allowed after February 1.

8.2 Vacation pay will be based on the normal weekly hours of employment (exclusive of overtime) during thirty weeks preceding July 1 and at the rate at the time the vacation is granted. Any dispute regarding the computation of vacation pay shall be referred to the Town Accountant and Town Treasurer and their decision shall be accepted by the employee or submitted as a grievance.

8.3 Vacation time may be cumulative for one year only and extra pay may be given in lieu of vacation time off from work with the approval of the Department Head and the Town Manager. The employee is required to request approval from the Department Head for vacation carry over or for pay in lieu of vacation time off by April 1 of the vacation year.

8.4 Any employee covered by this agreement who is discharged for just cause prior to his vacation period shall not be entitled to vacation pay.

8.5 Upon the death of an employee covered by this agreement who is eligible for vacation under these rules, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance accrued prior to the employee's death but which has not been taken by him/her.

8.6 Upon the application of three or more employees within the bargaining unit for similar vacations, management reserves the right, through the Town Manager, to decide the staffing requirements of the clerical force and the necessity for alteration of the vacation schedule.

8.7 Prorating and Accruals of Vacations

One method of determining accrued vacation during any new employee's transition period is: 1) establish June 30 of each year as the cutoff date for earning vacation, 2) for new employees, calculate accrued vacation based on the following schedule:

If hired on or before	Number of vacation days earned by 6/30	If hired on or before	Number of vacation days earned by 6/30
July 1	10	January 1	4
August 1	9	February 1	3
September 1	8	March 1	2
October 1	7	April 1	1
November 1	6	May 1	0
December 1	5	June 1	0

In this way the new employee effectively earns no vacation during the first two months of employment, and one day of vacation for each full month thereafter, up to a maximum of ten days in the first year. This method offers the convenience of having all employees on the same base year for determining accrued vacation (July 1 through June 30). After five years of employment (Or whatever period of service is required) employees can then earn one and one-half days per month up to a maximum of 15. Major fractions of a month can be counted as one month. Note that to avoid confusion it is essential to have a cutoff day, usually May 31, June 30, or December 31, when vacation accrual for that year ceases.

ARTICLE 9 HOLIDAYS

9.0 All employees who are regularly scheduled to work twenty (20) hours or more per week shall be paid one day, at regular straight time pay, for all designated holidays listed below, which fall on or are observed on regularly scheduled work days. Employees scheduled to work less than seven and one-half (7 1/2) hours per day shall receive a pro-rata amount of holiday pay. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday, shall be observed on the previous Friday.

January First
Martin Luther King Day
President's Day
Labor Day
Patriot's Day
Columbus Day
Memorial Day
Veteran's Day
July Fourth
Thanksgiving Day
Christmas Day

9.1 Any employee on leave of absence will not be eligible for holiday pay falling within the period covered by leave of absence.

9.2 To receive pay an employee must be in a pay status on either the day before the holiday or the day after the holiday. This paragraph is not intended to alter Section 9.1 in any way.

9.3 Provided they fulfill the requirements of Section 9.1 and 9.2 herein, all employees serving their probationary period shall receive holiday pay in accordance with Section 9.0.

9.4 The Friday after Thanksgiving shall be considered a "skeleton day." The scheduling of time off granted by this section shall be done on the basis of seniority within the departments, such time off shall also be done on a rotating system. Those employees required to work will be given an alternate day as requested and subject to approval by his/her Department Head. Staffing levels shall be posted not less than one (1) week prior to Thanksgiving.

ARTICLE 10
SICK LEAVE

10.0 All regular full-time employees shall be eligible to receive time off without loss of pay in the event of a bona fide personal sickness and non-service connected injury on the following basis:

Continuous Service	Allowance of Paid Work Days Per Calendar Year
Less than three months	0
3 Months to 12 Months	Up to 1 1/4 each month
1 Year or more	Up to 15 days

10.1 An employee shall be credited with the unused portion of sick leave granted up to a maximum of two hundred and twenty-five (225) days.

10.2 A physician's certificate of illness may be required by the Department Head for any period of illness, provided the Department Head has justifiable reason for such request. In any event, a physician's certificate of illness shall be submitted by the employee to the Department Head after five (5) days absence, unless voided by the Department Head. If a certificate is requested for absence of less than five (5) days, the department shall bear the expense of the physician's examination. When the department bears the expense of the physician's examination, the Town shall have the right to select the physician. Unless excused, failure to submit a certificate shall result in non-payment of sick leave and if sick leave is being abused the Town may take appropriate disciplinary action.

10.3 An employee unable to report for work regardless of the reason shall personally notify his/her Department Head as early as possible but not later than the end of the first half hour after the regular start of his/her shift.

10.4 Upon the death or retirement of an employee covered by this agreement who is eligible for sick/personal leave under these rules, payment shall be made to the estate of the deceased or the retiree in an amount equal to the sick/personal leave accrued prior to death or retirement which has not been used by him/her, to a maximum of one hundred and fifty days (150). Employees hired after June 23, 1986 shall be entitled to one (1) day of pay for each three (3) days of unused sick/personal leave eligibility, to a maximum of two hundred and twenty-five (225) days.

10.5 In the case of exceptional circumstances; where an employee has or is about to exhaust the leave allotted, additional allowance may be granted upon the application of the employee, the written recommendation of the Department Head and the written approval of the Town Manager. In determining whether such extended allowance shall be granted, the past absence of the employee, the length of continuous service with the Town and the quality of the employee's performance and record should be taken into account. Consideration should also be given as to what portion of the allowance should be appropriate at full pay and what portion at part pay. When additional sick leave allowance is granted under this section, the employee's sick leave will be debited until such additional sick leave shall be made by debiting one (1) of every two (2) sick days accrued, until the additional is repaid.

10.6 An employee may use up to five (5) days of his/her annually earned sick leave when a member of the employee's immediate family requires the personal attendance of the employee, because of the immediate family member's personal illness.

10.7 Accumulation of sick leave is encouraged for unanticipated long term illnesses and to encourage such accumulation employees will be compensated with a day's pay for each period of 180 continuous calendar days during which said employee takes no sick leave. Part-time employees shall be compensated on a pro-rata basis based upon their normal or average work day.

ARTICLE 11
BEREAVEMENT LEAVE

11.0 Employees shall have up to five (5) consecutive calendar days off without loss of pay in the event of a death in the immediate family of the employee, namely spouse, children, stepchildren or the employee's mother or father, brother or sister. Employees shall have up to four (4) consecutive calendar days off without loss of pay in the event of the death of the employee's grandparent, grandchild, or in-law. Employees shall have up to one calendar day off without loss of pay in the event of the death an aunt, uncle, niece or nephew to attend services. The days of this bereavement leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence. Additional time off, without pay, may be granted by the Department Head with the concurrence of the Town Manager for justifiable reasons.

For the above purposes of this article, definitions of the above listed family members will be defined in accordance with the current edition of Black's Legal Dictionary.

ARTICLE 12
PERSONAL LEAVE

12.0 After one (1) year of employment all full time and part-time members of the bargaining unit shall be granted three (3) days of personal leave each year. After ten (10) years of employment members of the bargaining unit shall be granted one additional personal leave day each year (Maximum of hours normally worked per day for each employee. It is the intent of the Town to only grant this time off in daily segments, or 1/2 day segments as requested. Early dismissal, tardiness, or extended lunch periods, when granted by the Department Head, are unpaid. One day shall be equivalent to the number of hours normally worked per day for each employee.

It is the intent of the Town to only grant this time off in daily segments, or 1/2 day segments as requested. Early dismissal, tardiness, or extended lunch periods, when granted by the Department Head, are unpaid

ARTICLE 13
MATERNITY LEAVE

13.0 A female employee who has completed the initial probationary period who has been employed for at least three (3) consecutive months as a full-time employee, who is absent from such employment for a period to be hereinafter called maternity leave, and who shall give at least two week's notice to the Department Head of her anticipated date of departure and intention to return, shall be restored to her previous position with the same status, pay, length of date of her leave. Said maternity leave shall be without pay. The Town shall not be required to restore the employee on maternity leave to her previous position if other employees of equal length of service credit and status in the same position have been laid off due to economic conditions or other changes in operating conditions affecting employment during the period of such maternity leave provided, however, that such employee on maternity leave shall retain any preferential consideration for another position to which she may be entitled as of the date of her leave.

13.1 FAMILY MEDICAL LEAVE ACT: The employees of the bargaining unit are eligible for the provisions of the Family Medical Leave Act of 1993 (FMLA).

All notifications, certifications and questions relating to this policy, must be submitted to the Town Manager.

13.2 SMALL NECESSITIES ACT: The employees of the bargaining unit are eligible for the provisions of MGL Chapter 149, Section 52D.

ARTICLE 14
HEALTH AND SAFETY

14.0 A Health and Safety Committee shall be formed consisting of two employees and the Town Manager whose function will be to bring to the attention of the Town's elected officials unhealthy and unsafe working conditions. Within thirty (30) days of the date the matter is brought to the attention of the Town Manager, the Committee and the Town Manager shall meet for the purpose of attempting to resolve the problem. Such conditions shall be corrected as expeditiously as possible. Clean, safe, well-lit, heated, air-conditioned and well-ventilated office space shall be provided for all employees. Every effort will be made to have all heating and air conditioning vents, ducts, and filters cleaned on a regular basis by a qualified service technician.

The Town of Duxbury Health and Safety Committee and the President of the Duxbury Secretaries and Clerks Association shall be notified each time vents, ducts, and filter are cleaned.

ARTICLE 15
SENIORITY

15.0 Seniority shall commence from the date of continuous employment by the Town within the bargaining unit.

15.1 Seniority will not be broken by vacations, sick leave or authorized leave of absence, except the seniority accumulation shall cease after two (2) calendar years of leave.

ARTICLE 16
MISCELLANEOUS

16.0 The employer shall allow the employees the use of a room in a building for two (2) hours per month for the purpose of conducting a union meetings: use dependent on the availability at the time.

16.1 Bulletin Board space shall be made available to employees in the kitchen of the Town Hall on the wall.

16.2 The Town of Duxbury shall continue the practice of defraying seventy-five percent (75%) of the employee's membership fee under the Town's present Group Medical Insurance Plan (or its equivalent). Change co-pay rates for HMO and Indemnity plan as of July 1, 2007, or as soon thereafter as can be implemented, as follows:

Emergency Room Co-Pays	\$50
Physical Therapy	\$10
Office Visit Co-Pays	\$10
Prescription Drugs	
Generic	\$10
Preferred Brand	\$20
Non-Preferred Brand	\$35

16.3 During the term of this agreement, the Town agrees to continue its efforts to complete the rewriting of the job descriptions covered by this agreement and to make further changes which are mutually acceptable to both parties, and to make further changes subject to negotiations with the union.

16.4 Jury Duty - In order that the employee on jury duty will not lose time and money by being impaneled as juror, the Town will reimburse the employee the difference in wages earned as a juror and what his normal earnings would have been had he been working for the Town. Payment under this section shall continue for the duration of jury service. The employee upon receipt of notice will immediately inform his Department Head of his call to jury duty. The Department Head should note on the payroll time sheet the monies to be paid the employee to compensate him for the earnings lost while on jury duty. Employee's check or

check stub from the court should be presented to the Town Accountant upon receipt for verification of wages earned.

16.5 Unless otherwise provided for in this agreement, the provisions of the 1974 Duxbury Personnel Plan and all subsequent personnel plans, accepted by the Town, shall not be a part of this agreement. However, the Town agrees that this provision does not waive the rights or obligations of the Town and the Union under M.G.L. c. 150E, s.6.

16.6 The Union President shall be granted a reasonable amount of time per month to attend to official Union business or issues; however, notice to the Town Manager shall be given prior to the commencement of such business.

16.7 Skill Improvement Stipend - Employees will be eligible up to \$1,000 per employee per year for the successful completion of pre approved courses relative to job skills as approved (prior to application of the course) by the Town Manager. Employees must achieve a grade "B" or better to be eligible for the stipend. Stipend will be paid after the completion of the course.

ARTICLE 17 UNION DUES

17.0 The Town agrees to deduct Union dues from the paychecks of the employees who have signed a membership form and who have authorized such deductions in writing and mail said dues with a list of employees from whom dues have been deducted to: SEIU Local 888, 529 Main Street, Suite 222, Charlestown, MA 02129. Such deduction of Union dues shall be made in accordance with Chapter 180, Section 17A of the Massachusetts General Law.

17.1 Agency Service Fee: Each employee within the bargaining unit who elects not to join or maintain membership in the Local shall be required to pay as a condition of employment a service fee to the Local in an amount that is proportionally commensurate with the cost of collective bargaining and contract administration but shall not be more than the amount of periodic dues paid by employees who are members of the Local. This Section shall not become operative as to employees in the bargaining unit until thirty (30) days after hire, in the case of new hires, or thirty (30) days after this Agreement has been formally executed in the case of all other bargaining unit employees. Further, this Article shall not become operative unless it is instituted pursuant to the provisions of Chapter 150E of the Laws of the Commonwealth of Massachusetts and the Rules and Regulations of the State Labor Relations Commission, which requires, in part that an Agency Service Fee instituted only on a vote of a majority of all employees in the bargaining unit present and voting. The Local shall reimburse the Town for any expenses incurred as a result of request of the Local for not paying the Agency Fee. The Local will intervene in and defend any administration or court litigation concerning the propriety of such termination for failure to pay the Agency fee. In such litigation, the Town shall have no

obligation to defend the termination and the Union shall hold the Town harmless for all or any expenses incurred.

Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the

Town to pay such service fee on behalf of any employee. If the Arbitrator decided that an employee has failed to pay or authorize the payment of the service fee, in accordance with this Section, the only remedy shall be the termination of the employment of such employee, should the employee continued to refuse to pay, or authorize payment of the required service fee (after having sufficient time to do so.)

ARTICLE 18 LONGEVITY

18.0 Employees hired after November 1, 1982 shall receive, upon completion of ten (10) years of uninterrupted service within the Town of Duxbury, an annual payment of three-hundred and fifty dollars (\$350.00). After completion of fifteen (15) years of uninterrupted service within the Town of Duxbury an employee shall receive annual payment of four-hundred and fifty dollars (\$450.00). After completion of twenty years of uninterrupted service within the Town of Duxbury an employee shall receive annual payment of five-hundred and fifty-dollars (\$550.00).

ARTICLE 19 DISABILITY INSURANCE

The Town shall provide the option of Disability and Cancer coverage for all employees covered by this agreement. Coverage will be at the employees cost.

ARTICLE 20 LABOR MANAGEMENT

A labor-management committee consisting of the Town Manager and/or his/her designee(s) and representatives from the bargaining unit shall meet quarterly or as otherwise scheduled by mutual agreement.

The Committee shall discuss and act on matters of mutual benefit to employees, and the meeting shall not be used for contract negotiation or processing of grievances.

ARTICLE 21 EVALUATIONS

The Town and the Union agree to meet during the term of this contract to discuss development of an evaluation tool. It is agreed that this evaluation tool, if developed, shall not be used to either approve or deny an employee a step increase.

ARTICLE 22 WORK SCHEDULES

The Town and the Union agree to meet during the term of this contract to discuss the possibility of developing alternative work schedules.

ARTICLE 23 DURATION OF AGREEMENT

19.0 This Agreement shall extend from July 1, 2009 to June 30, 2012 and shall continue in force and effect thereafter while the parties are negotiating toward a new agreement. Either party wishing to modify or amend the contract must notify the other party in writing not more than one hundred and eighty (180) days prior to expiration date.

ARTICLE 24 STABILITY OF AGREEMENT

If any article or section of this Agreement should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

Agreed to this _____ day of March, 2010.

FOR THE TOWN OF DUXBURY
THE BOARD OF SELECTMEN

BY:

Christopher Roberts
Mark Hall
Swanson WIPW

FOR SEIU LOCAL 888

BY:

Tami A. Boz

Carolyn A. Novoni

Lauren Sotomayor 3/18/2010
SEIU Local 888 Field Rep.

James E. O'Neil
SEIU Local 888 President

Appendix A
Salary Schedules

Fiscal Year 2010		July 1, 2009 - 1%				
Junior Clerk, Receptionist		\$13.72	\$14.27	\$14.86	\$15.47	\$16.12
Senior Clerk		\$15.11	\$15.71	\$16.40	\$17.07	\$17.82
Administrative Clerk, Bookkeeper		\$16.47	\$17.11	\$17.82	\$18.67	\$19.41
Administrative Assistant, Principal Bookkeeper		\$17.28	\$17.96	\$18.73	\$19.53	\$20.37
Assistant Collector, Assistant Town Clerk, Assistant Town Treasurer		\$18.16	\$18.74	\$19.52	\$20.37	\$21.24
Fiscal Year 2011		July 1, 2010 - 2%				
Junior Clerk, Receptionist		\$13.99	\$14.56	\$15.16	\$15.78	\$16.44
Senior Clerk		\$15.41	\$16.02	\$16.73	\$17.41	\$18.18
Administrative Clerk, Bookkeeper		\$16.80	\$17.45	\$18.18	\$19.04	\$19.80
Administrative Assistant, Principal Bookkeeper		\$17.63	\$18.32	\$19.10	\$19.91	\$20.78
Assistant Collector, Assistant Town Clerk, Assistant Town Treasurer		\$18.52	\$19.12	\$19.91	\$20.78	\$21.67
Fiscal Year 2012		July 1, 2011 - 2.5%				
Junior Clerk, Receptionist		\$14.34	\$14.92	\$15.54	\$16.18	\$16.85
Senior Clerk		\$15.80	\$16.42	\$17.15	\$17.85	\$18.63
Administrative Clerk, Bookkeeper		\$17.22	\$17.89	\$18.63	\$19.52	\$20.30
Administrative Assistant, Principal Bookkeeper		\$18.07	\$18.78	\$19.58	\$20.41	\$21.30
Assistant Collector, Assistant Town Clerk, Assistant Town Treasurer		\$18.98	\$19.60	\$20.41	\$21.30	\$22.21