



**Collective Bargaining Agreement**

**Between**

**Town of Dennis**

**and**

**Service Employees International Union, Local 888**

**Unit A: Management/Supervisory**

**July 1, 2008 – June 30, 2011**

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## **ARTICLE I – Preamble**

This Agreement made and entered into this First Day of July, 2005 by and between the Town of Dennis (hereinafter referred to as the “Town” or “Employer”), and the Service Employees International Union, Local 888, Unit A: Management/Supervisory (hereinafter referred to as the “Union”), for the purpose of maintaining the optimum public service which the parties are committed to provide the people of the town; for the purpose of establishing harmonious collective bargaining relations between the Town and the Union; for the purpose of providing peaceful procedures for the disposition of all disputes and grievances; and for the purpose of providing safe and equitable working conditions for the employees of the Town covered by this Agreement.

It is recognized that the success of the local government depends upon mutual cooperation between the Town and the Union, and that said success, in turn is dependent upon the good will and patronage of the citizens served since these mutual advantages can only be gained by providing quality service. The Union agrees to uphold the standards, abilities, and efficiency of its members in order that these members may continue to make the service desirable and attractive to the public.

The parties hereto recognize and affirm that they each have the duty and responsibility to provide the best possible service to the community, they shall continue to perform efficient and timely service in their work, and they shall give the public and the Town officials courteous and respectful treatment at all times.

## **ARTICLE II – Recognition**

### **Section 1**

In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR-4440 issued on July 5, 1996, the Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and those issues defined as mandatory subjects for collective bargaining.

**Unit A:** All full-time and part-time supervisory/administrative employees (working on a regularly scheduled work week of 20 or more hours for more than six consecutive months) of the Town of Dennis, including Harbormaster, Director; Council on Aging; Director, Beaches & Recreation; MIS Director; Building Commissioner; Health Director; Natural Resource Director; Planner; Golf Director/Superintendent; Director of Assessing; Town Engineer/Surveyor; DPW Superintendent.

Excluded from the unit are the Town Administrator, Assistant Town Administrator, Police Chief, Fire Chief, Town Accountant, Legal Benefits Administrator, those employees in Unit A and all confidential and management employees as defined in MGL Chapter 150 E, and all other employees of the Town. The Beach Coordinator and the Recreation Program Assistant are likewise excluded as casual employees.

## **ARTICLE II – Recognition (Cont.)**

### Section 1 (Cont.)

New Employees hired to fill any of the positions covered by this agreement do not become eligible for Union membership until the expiration of the probationary period which ends six months after the date of hire.

## **ARTICLE III – Management Rights**

### Section 1

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, all of the authority, power, rights, or jurisdiction and responsibility of the Town are, and will continue to be, retained by and reserved exclusively to the Town. The Town shall have the sole and unquestioned right: 1.) To manage the affairs of the Town and maintain and improve the efficiency of its operation; 2.) To determine the methods, means, processes and personnel by which operations are scheduled; 3.) To establish hours of work and the assignment of employees to work; 4.) To establish new position classifications, job duties and functions, and to change, reassign, abolish, combine and divide existing position classifications for all positions; 5.) To require from each employee the efficient utilization of his/her services; 6.) To hire, promote, transfer, assign, retain, discipline, suspend, demote, and discharge employees; 7.) To relieve employees from duty because of lack of work or other legitimate reasons when it shall be in the best interests of the Town or the Department; 8.) To determine the care, maintenance and operation of the equipment and property used for and behalf of the purposes of the Town; 9.) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to abolish such policies, practices or procedures; 10.) To discontinue processes or operations or to discontinue processes or operations or to discontinue their performance by employees; 11.) To select and determine the number of types of employees required to perform the Town's operations; 12.) To prescribed and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town; 13.) To establish contracts or sub-contracts for municipal operations provided that these rights shall not be used for the purpose or intention of undermining the Union or discriminating against its members; and 14.) To determine, process, means, personnel and equipment to be used, quality of material, quality and quantity of work.

The above rights, responsibilities, and prerogatives are inherent to the town Board of Selectmen (herein the “Board”).

## **ARTICLE III – Management Rights (Cont.)**

### **Section 2**

The Board is the chief executive authority of the Town with specific powers conferred upon it and duties imposed upon it by Federal, State and Local statutes, bylaws and rules and regulations. Nothing in this Agreement shall be deemed to diminish such powers or derogate from the duties imposed by law on the Board. The Board may delegate specific powers, responsibilities and authority to the Town Administrator for the purpose of operational efficiency and professional management.

## **ARTICLE IV – Employee's Rights**

### **Section 1**

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have, and be protected in the exercise of, the rights, freely and without fear of reprisal, to form or join, to hold office, and to participate in the management of the Union, to act in the capacity of Union Representative, to engage in other lawful Union activities for the purpose of collective bargaining, and to refrain from any and all such activities. In the exercises of such rights, the employees shall be free from any discrimination in regard to tenure, promotion or any other conditions of employment. The Union agrees that it shall represent the interests of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

Where an alleged violation of this section constitutes both an alleged prohibited practice and a grievance under the Agreement, the Union and employee must elect a single procedure as their exclusive remedy. Said election shall be made at, or prior to, Step One (1) of the grievance and arbitration procedure under the Agreement. If the grievance and arbitration procedure is elected, the Union and employee waive the right to file a prohibited practice charge with the Massachusetts Labor Relations Commission.

### **Section 2**

An employee shall have access to review his/her personnel file by scheduling an appointment to do so with Town administration at a time that will least interfere with the work of the department. If non-interference is not schedulable, Town administration shall remain during non-working hours for the review. The review, whenever scheduled, shall not exceed 30 minutes. Should additional time be required, Town administration will schedule such outside the work schedule.

### **Section 3**

Where an employee is being terminated, suspended or given a written warning for disciplinary reasons, the reasons for such action shall be provided to the employee in writing provided he/she has completed the probationary period.

## **ARTICLE V – Discrimination**

### **Section 1**

The Union and the Town mutually recognize and concur with their respective commitment to Equal Employment Opportunity/Affirmative Action and agree that neither party shall discriminate against any employee covered by the terms of this Agreement because of race, color, creed, sex, national origin, marital status, religion, sexual preference, or age. The Union and the Town mutually agree to abide by the requirements of all Federal and State statutes and regulations relative to equal employment opportunity, including but not limited to, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Age Discrimination Act of 1975, the Equal Pay At, the Massachusetts Fair Employment Practice law and Equal Rights Act (MGL 93 & 102) and subsequent amendments.

### **Section 2**

The term “employee” as used in this Agreement shall be construed as meaning both sexes, and where gender (he/she) is used, shall be understood as including both male and female employees and shall refer to those employees covered by this Agreement.

### **Section 3**

During work hours or when acting in an official capacity, no employee shall engage in political activity or personal Verbal judgments regarding Town of Dennis officials or policies.

## **ARTICLE VI – Union Membership**

### **Section 1**

The Employer and the Union recognize the right of employees to join or refrain from joining the Union and neither the Town nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or in any other way interfere with the rights of an employee to join or refrain from joining the Union.

### **Section 2**

The employees that have successfully completed their probationary period and that wish to be Union members shall individually and voluntarily tender the initiation fee (if any) and monthly membership dues by signing and dating a Union payroll deduction authorization form which authorizes the Treasurer of the Town to deduct form the employee's earnings the amount so authorized to the Secretary/Treasurer of the Union.

A waiver of all rights and claims against the Town and the officers and agents thereof for monies deducted and remitted in accordance with said authorization, and agreement of such deductions and remittances shall continue form year to year. An employee may cease Union membership by authorization of deduction and remittance through written notice of such to the Treasurer of the Town thirty (30) days prior to the effective date of the cessation of membership.

## **ARTICLE VI – Union Membership (Cont.)**

### **Section 3**

Upon the demand of the employee to the Union and with thirty (30) days notice in writing to the Employer, the Employer shall deduct from the salary of the employee covered by the term of this agreement a sum not to exceed \$.90 per week (1.80 biweekly) pay period for a political education fund fee and transmit the amount to the Union. It is understood that said political education fund fee will be processed as an increment to the applicable amount of Union dues or agency fee normally deducted from the employee's salary; it is further understood that in processing the collected amounts to the Union, the Union bears sole responsibility for accounting to its members in terms of separation on Union dues/agency fee from said political education fund fee.

### **Section 4**

Pursuant to Section 12 of Chapter 150E of the Massachusetts General Laws, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment, the Town shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, an agency service fee, from the salary of individual employees, which amount is proportionately commensurate with the cost of collective bargaining and contract administration.

The Union agrees to indemnify the Town for damages or other financial loss which the Town may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Town's compliance with this article.

## **ARTICLE VII – Union Business**

### **Section 1 – Union Representative**

A Union staff representative shall be permitted to have access to the premises of the Employer for the performance of official Union business provided that there is not disruption of operations. Whether or not any Union activity including staff representation access is a disruption of operations as used in this Section or anywhere else in this Agreement is solely and exclusively defined by the Town Administrator. Request for such access will be made in advance and will not be unreasonable denied. Any meeting for this purpose may last a maximum of one hour; all meetings beyond one hour must be held while employee(s) is (are) off duty. All meeting which involve more than two employees at a time must be approved by the Town Administrator or his/her designee in advance or held off duty.

### **Section 2 – Bulleting Boards**

A bulletin board shall be provided whereby announcements may be posted by the Union. All notices shall be on Union stationery, signed by the President of the Union, and shall

only be used to notify Employees of matters pertaining to Union affairs. The notices may remain posted for up to sixty (60) days. No material shall be posted which is inflammatory, profane or obscene or defamatory of the Employer or its representatives or which constitutes campaign material for or against any person, organization or fraction thereof.

#### Section 3

Except as otherwise provided herein, employees shall not engage in Union Activity or discuss union business during working hours.

#### Section 4

The name of the Union Steward shall be furnished to the Employer immediately after his/her designation and the Union shall notify the Employer of any changes.

#### Section 5

The Town will furnish the Union, at their request but not more than annually, a list of employees covered by this Agreement.

#### Section 6

One Union delegate may be allowed up to three (3) unpaid work days per fiscal year for the purpose of attendance at the Union seminars and/or conventions. The delegate may use accrued vacation or compensatory time to be paid on these occasions. The employee must notify in writing the Town Administrator or his/her designee of the date, time, location and purpose of the event to be attended two weeks prior to the event. The Town Administrator or his/her designee will acknowledge the receipt of notice within five working days and approval shall not be unreasonable denied (i.e., emergency circumstances, request not within intent of article, exceeded number of allotted days, etc.). In circumstances where here is an employee not scheduled to work on the days in question, currently on workers compensation and/or limited duty, this employee shall be the attendee.

### **ARTICLE VIII – No Strike Clause**

#### Section 1

No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, sick-out, picketing, withholding of services, including extra hours of service, or interference with efficient management of the Town. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services. The Employer agrees not to conduct a lockout during the term of this Agreement. However, should a question of the safety of any employee(s) or other individuals be involved, the Employer shall have the right not to require work.

#### Section 2

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, sick-out, picketing, withholding of services, including

extra hours of service, or interference with efficient management of the Town, the Union shall forthwith disavow any such strike, work stoppage, slowdown, sick-out. Picketing, withholding of services. Furthermore, the Union shall take all reasonable means to induce such employee or group of employees to terminate the activity, and return to work forthwith. The Union shall not be liable for any damages resulting from violations of this paragraph unless such activities have been sponsored by the Union resulting from a formal vote. Any employees violating this Section shall be subject to disciplinary action, including discharge from employment.

## **ARTICLE IX – Probationary Period**

### **Section 1**

A newly hired employee shall be on probation for the first six months of employment.

### **Section 2**

The Employer has the right to discharge any probationary employee without cause during the probation period. Such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE X – Work Schedule**

### **Section 1**

The employees covered by this Agreement shall have a regularly scheduled work week as delineated by the hours of operation of each department and established by the Employer. The employees' work week shall ordinarily consist of a five day work week, plus whatever evening and/or weekend hours that may be necessary in order to properly respond to the demands of the position. It is understood that the employees will attend committee, commission, board, external agency meetings, or other meetings at which the employee's attendance is beneficial to the orderly conduct of the Town's business.

### **Section 2**

The employees covered by the Agreement shall be available in the event of any and all emergencies in the Town unless on vacation or otherwise unavailable due to personal emergency or unforeseen event.

### **Section 3**

All employees covered by this Agreement are exempt from the overtime provisions of the Fair Labor Standards Act under the administrative and/or professional exemptions, definitions and classifications.

### **Section 4**

During each scheduled workday of at least seven hours, an employee shall take an unpaid meal period not to exceed sixty minutes. Employees may take two break periods, one at or around the mid-point of the first half of the seven or eight hour day and one at or

around the mid-point of the second half of the seven or eight hour day, not to exceed fifteen minutes.

## **ARTICLE XI – Retirement**

### Section 1

Employees covered by this Agreement and working twenty-five or more hours per week shall be members of the Barnstable County Retirement Association, subject to and benefiting from the rules, regulations and stipulated benefits as provided by the Town's accepted provisions of Chapter 32 of the Massachusetts General Laws.

### Section 2

Employees covered by this Agreement who are not eligible for membership in the Barnstable County Retirement Association shall be members of the International City/County Management Association Deferred Compensation Plan.

## **ARTICLE XII – Part-Time Pro-Ration**

Regularly scheduled part-time permanent employees working twenty (20) or more hours per week whose positions are covered by this Agreement shall receive leave benefits on a pro-rated basis. The percentage of the leave benefit for which the employee is eligible is based on the number of regularly scheduled work hours divided by forty (40).

## **ARTICLE XIII – Insurance**

### Section 1

The Employer will continue, for the duration of this Agreement, to provide a group health, dental and life insurance plan on the same basis as offered to all other Town employees. Sixty percent (60%) of the cost of the premium for the group health and life insurance will be paid by the Town. The contribution shall remain the same whichever plan the employee selects. Any claims or disputes concerning eligibility for or payment of benefits under this Article shall be determined in accordance with the applicable insurance policies and contracts and shall not be subject to the grievance or arbitration procedure herein. Permanent part-time employees must work twenty hours per week to be eligible for inclusion in the insurance plans.

### Section 2

Employees covered by this Agreement may elect to be included in the Section 125 (Cafeteria) Plan offered by the Employer under the terms and conditions of the Agreement between the Town and the service provider.

## **ARTICLE XIV – Health Insurance Plan Change**

The Blue Cross/Blue Shield Master Health Plan shall be dropped and replaced with Blue Cross/Blue Shield and Harvard Pilgrim Preferred Provider Opportunity (PPO) Plans. All SEIU members enrolled in Master Health Plus shall enroll in the PPO or other health insurance plan except Master Health Plus during the next open enrollment period in May 2006. Effective with the conclusion of the May 2006 open enrollment period, no current or future SEIU member shall be enrolled in the Master Health Plus Plan.

## **ARTICLE XV – Bereavement Leave**

### **Section 1**

Employees covered by this Agreement will be granted a total of three (3) days without loss of pay in the event of death of his or her immediate family. Immediate family shall be defined as parents, brothers, sisters, spouse or child or someone who stands in as spouse or child, grandparents, grandchild, mother-in-law, father-in-law and stepchild.

### **Section 2**

In the event of the death of aunt, uncle, niece, nephew or any other relative living in the house of the employee, or the death of a brother, sister, parent grandparent or grandchild of the employee's spouse, the employee shall receive one day off with pay. In unusual situations, the Town Administrator may grant additional leave with or without pay.

## **ARTICLE XVI – Personal Leave**

An employee, subject to the approval of the Department Head or Town Administrator, may be granted time off for which he/she will be paid at his/her normal rate of pay, to conduct personal business. Such personal leave shall not exceed three (3) days in any one (1) calendar year and is not cumulative from year to year. Personal leave for employees during the first calendar year of employment only shall not exceed eight (8) hours if hired on or after July 1<sup>st</sup> of the calendar year.

Personal leave shall not be granted that extends a vacation period, weekends, or before or after a holiday unless authorized by the Department Head or Town Administrator. Use of personal leave requires twenty-four (24) hours notice prior approval from the Department head. In emergency or unforeseen circumstances, this advance notice can be waived by the Department Head.

Personal leave may be used for personal, family or legal business which cannot be conducted outside the work hours.

Permanent part-time employees covered by this Agreement shall receive personal leave on a pro-rated basis.

## **ARTICLE XVII – Jury Duty**

### **Section 1**

The Employer agrees to pay the difference in the wages between a normal week's pay and the compensation received for jury duty for any employee covered by this contract. The employee must provide the summons for jury duty, the certification of service and the documentation of funds received to the employer. The employee must work his/her schedule hours when the jury is not sitting. No payment of wages shall be issued without proper, required documentation.

### **Section 2**

Employees covered by this Agreement summoned as witness in court on behalf of the Town shall receive regular compensation. Employees summoned as witness for federal, state, or other local governmental units shall receive the difference between their normal week's pay and the fees received for service. Employee must work his or her scheduled when not required to be in court. The employee must provide the summons, certification or service and documentation of funds received to the Employer before any wage payment is issued.

### **Section 3**

Employees summoned to court for any reason other than those noted above must use allowable accrued leave in order to receive payment for absence from scheduled work.

## **ARTICLE XVIII – Military Leave**

The Employer shall abide by MGL Chapter 149, Section 52A in granting a leave of absence to employees covered by the Agreement entering military service. Employees who are members of the military reserve unit shall be allowed up to seventeen (17) days unpaid leave for annual training. An individual may use vacation time to receive payment during said leave. Military leave requires the receipt by the Employer of a written request for the leave with the requisite military notice.

## **ARTICLE XIX – Maternity Leave**

The Employer shall abide by MGL Chapter 149, Section 150D in granting maternity leave. The employee must use accrued vacation leave, sick leave and compensatory time during said leave. Upon depletion of available accrued leave and compensatory time, the leave becomes unpaid.

Employees covered by this contract may use either maternity leave or Family Medical leave (See Article XVIII) for leave in the instances of giving birth or adoption.

## **ARTICLE XX – Family Medical Leave**

Employees covered by this Agreement shall be covered by the Town of Dennis Family Medical Leave Policy as adopted by the Town on July 27, 1993.

## **ARTICLE XXI – Sick Leave**

### Section 1

All employees covered by this Agreement shall accrue one and one-quarter day of sick leave for each month of full-time employment (Part-time accrual – see Article XII). Employees having been continuously employed full-time for ten years or more shall accrue sick time on a month accrual rate of one and one-half (1-1/2) days per month. Sick leave will be allowed to accumulate up to a maximum of one hundred and fifty (150) days. Employees who had accrued more than 150 days on 8/16/88 shall maintain said number but shall accrue additional sick leave only after the accrued time on record is less than 150 days.

### Section 2

Sick leave shall be paid in cases of bona fide illness, non on-the-job connected accident, and pre-approved scheduled medical visits. It shall not be paid if the absence is due to over-indulgence of alcohol or drugs or by the employee's misconduct. After an absence of three (3) days or more, Town administration may require the employee to present or cause to be presented at the employee's expense, a physician's certification indicating the date and time the employee was seen, the nature of the illness or injury and the physician's approval of a date to return to work. This certification may be requested after one (1) day if there is reasonable doubt. The Town may require an additional physician's certification at the Town's expense.

### Section 3

All employees covered by this Agreement must notify **their Department Head or Town Administrator** of their use of sick leave at least two (2) hours in advance of the beginning of the scheduled work day whenever possible or as soon thereafter as possible. The employee may use the Town Hall to input tape telephone messages for this purpose.

### Section 4

Employees whose services have been terminated for any reason other than discharge for cause are eligible for payment of accumulated sick leave of fifty dollars (\$50) per day for any days over fifty (50) and up to one hundred fifty (150) (payment starts at accumulated day 51 and ends at day 150). Any employee terminated for cause shall be ineligible for any reimbursement. In the event of death or retirement, this payment shall be made to the employee's estate in the event of death or to the employee upon retirement. This payment may be delayed for up to one year to allow for the budgetary process. Maximum payment shall never exceed \$5,000. (New hires, hired after June 30, 2009 will not be eligible for this benefit).

### Section 5

The Town of Dennis shall administer a sick leave bank for all full-time permanent employees in positions covered by this Agreement. These employees may contribute up to two (2) days of the accumulated sick leave, which shall be deducted from said individual leave, on or about January 1 of each year (this is an annual option). The SEIU Local 888 Unit-A Sick Leave Bank Committee shall administer the use of the contributed sick leave. This committee shall consist of the Town Administrator, Assistant Town Administrator, and two elected union members. This election shall be held on or about September 1 of each year. For use of the sick leave bank, written application must be made to the SEIU Local 888 Unit-A Sick Leave Bank Committee. Individuals may only petition for the sick leave bank upon exhaustion of the individual's personal, sick, vacation and other accrued time. Individual may petition for sick leave to be used on for personal sickness or injury. A maximum of thirty (30) days can be awarded by the Committee without further review.

The decision of the Committee shall be final and binding and shall not be subject to grievance procedure.

The SEIU Local 888 Unit-A Sick Leave Bank shall be separated from the non-union sick leave bank in the following manner:

days donated by individual in SEIU Local 888 Unit-A covered positions from January 1, 1993 shall be deducted from the non-union sick leave bank and segregated for the use of employees covered by this Agreement.

### Section 6

Sick leave abuse shall be just cause for disciplinary action up to and including termination.

### **ARTICLE XXII – Sick Leave Buy Back**

**An employee, who at the completion of the below listed years of service with the Town of Dennis and having the corresponding days of accumulated sick leave, shall be able to sell back such days to the Town at as follows:**

<b>Years of Service</b>	<b>Accumulated Sick Leave</b>	<b>Buyback Schedule</b>
10	100	1/2 of 10 days pay
15	120	2/3rds of 10 days pay
20	150	10 days pay

### **ARTICLE XXIII - Non-Occupational Illness or Injury**

**Prior to an employee's return to duty following a non-occupational illness or injury, the Town may require an employee to undergo medical examination to determine the employee's physical condition solely as it relates to an employee's fitness to**

discharge job responsibilities. The Town may not impose such requirement arbitrarily or capriciously. An employee shall be given a written notice containing the reason or reasons thereof. The examination shall be by a physician of the Town's choosing, and such exam to be on paid time at the Town's expense. An employee whose job status is adversely affected by the results of an examination hereunder may seek a second medical opinion at his own expense.

In the event that there is a disagreement in substance between the medical conclusions of the Town-designated and employee physicians, the Town and the employee shall designate a third and neutral physician who shall examine the employee and submit a written report, the examination by such neutral physician to be at Town expense. The medical conclusions of the neutral physician shall be conclusive and binding on all concerned. Copies of all medical reports hereunder shall be equally available to the employee and the Town.

Nothing herein shall be construed to conflict with any statutory or contractual rights of employees of the Town.

#### **ARTICLE XXIV – Vacation**

##### Section 1

Subject to the operating needs of the Department, vacation time shall be arranged on a twelve-month basis. Employees must provide a two week written notice to **their Department Head or Town Administrator** of the intention to take vacation time. In unusual, extreme or emergency situations, the **Department Head or Town Administrator** may waive said notice.

- (A) After one (1) year consecutive full-time employment, an employee shall receive ten (10) working days of vacation, five (5) of which may be taken after six (6) months of employment, with the approval of Town administration.
- (B) After five (5) years consecutive full-time employment, an employee shall receive fifteen (15) days of vacation.
- (C) After ten (10) years consecutive full-time employment, an employee shall receive twenty (20) days of vacation.
- (D) After fifteen (15) years consecutive full-time employment, an employee shall receive twenty-two (22) days of vacation.
- (E) After twenty (20) years consecutive full-time employment, an employee shall receive twenty-four (24) days of vacation.

Eligibility for vacation leave for full-time, permanent employees covered by this Agreement is based on the employee's length of service on his/her anniversary date. (Part-time accrual – see Article XII).

## **ARTICLE XXIV – Vacation (Cont.)**

### **Section 2**

An employee shall be paid his/her regular base salary for the time he/she is on vacation. The employee may request a rescheduling of vacation leave if there is illness or accident or personal injury to the employee. The **Department Head or Town Administrator** shall determine whether or not to grant such a request.

### **Section 3**

In no event shall an employee lost vacation because a holiday occurs within a vacation week.

### **Section 4**

No employee may carry over more than ten (10) days of vacation from one year's accumulation to the next without approve of the Town Administrator.

### **Section 5**

Upon separation or retirement of an employee who has completed the probationary period, the employee shall receive payment of any vacation thus far accrued, prorated on the basis of the number of months worked form the previous anniversary date to the date of separation or retirement. In the event of the death of an employee, such payment shall be made to the employee's estate.

## **ARTICLE XXV – Holidays**

### **Section 1**

Permanent, full-time employees covered by this agreement and scheduled to work on any of the holidays listed below shall receive compensation for the holiday.

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving (Effective 7/1/98)
Independence Day	Christmas Day

**When an above-listed holiday falls on a Saturday, the preceding Friday shall be the holiday. When the holiday falls on a Sunday, the following Monday shall be the holiday.**

Part-time employees scheduled to work on the above-listed holidays shall receive compensation equal to the number of hours he/she was scheduled to work on said holiday.

## **ARTICLE XXV – Holidays (Cont.)**

### Section 2

When an employee is required to work on the holiday, he/she shall receive a compensatory day for future use.

## **ARTICLE XXVI – Longevity**

### Section 1

On or about the employee's anniversary date, the Town will make a longevity payment to employees who, as of that anniversary date, have completed a period of full-time continuous employment as follows:

<b>Years of Service</b>	<b>FY06</b>
<b>5 years completed</b>	<b>\$275</b>
<b>10 years completed</b>	<b>\$325</b>
<b>15 years completed</b>	<b>\$375</b>
<b>20 years completed</b>	<b>\$425</b>

**In fiscal year 2007, each longevity benefit shall increase by fifty dollars (\$50.00) over the FY06 benefit payment.**

Permanent part-time employees shall receive the longevity payment on a pro-rate basis.

Example: 20 hr/wk employee completed 5 years received \$50.

$$\begin{aligned} 5,200 \text{ (#hrs 5 yrs/20 hrs/wk)} &= 50 \\ 10,400 \text{ (#hrs 5 yrs full-time)} &= 100 \end{aligned}$$

(New hires, hired after June 30, 2009 will not be eligible for this benefit).

## **ARTICLE XXVII – Alcohol & Drug Testing (Effective 7/1/98)**

### Section 1

The Employer and the Union mutually agree to uphold the concept and principles of a drug-free workplace, recognizing the threat to employee safety, the financial, psychological and emotional costs to the employees and the Town, and numerous additional ramifications of impairment on the job. The Union and the Employer mutually agree that employees who possess alcohol or drugs on the job site, except for medication which the employee has notified his/her Department Head of purchase, and/or drugs, may be barred from the work site and subject to disciplinary action up to and including termination.

### Section 2

Employees covered by this Agreement that are required to have and maintain a commercial driver's license for the performance of their duties are subject to the Drug and Alcohol Testing Policy of the Town and may be tested under the same conditions and procedures as delineated.

## **ARTICLE XXVIII – Classification and Compensation Plan**

### **Section 1**

The salaries of employees covered by this Agreement are as stipulated in the Classification and Compensation Plan: **Appendix A – FY09**, **Appendix B – FY2010** and **Appendix C – FY2011**. Placement of a position within the Classification and Compensation Plan is the sole discretion of the Board of Selectmen as it is a management right of determination. No employee shall receive a lesser or greater compensation than that which is established for the range of the position; the one exception is noted in Section 2 below.

### **Section 2**

Movement through the range will be in compliance with the Performance Evaluation Policy as established by the Board of Selectmen. Merit increases are at the sole discretion of the Board of Selectmen as to when and what individuals shall receive same. Denial of a merit increase is not subject to the grievance procedure. In as much as the granting or denial of a merit increase is neither grievable nor arbitrable, disagreement concerning performance evaluations shall be reviewed in the following manner:

If an employee is dissatisfied with the content and/or outcome of his/her performance appraisal, he/she may bring the matter to the Town Administrator for review. If the matter is not resolved, it can be reviewed by the Board of Selectmen at the employee's request. The determination of the Board of Selectmen shall be final.

### **Section 3**

Implementation of the salaries for the term of the Agreement shall be established as follows:

**In FY'09, employees covered by this Agreement shall receive a 3% cost of living increase and applicable merit increases, if eligible, effective July 1, 2008.**

**In FY'2010, employees covered by this Agreement shall receive a 3% cost of living increase and applicable merit increases, if eligible, effective July 1, 2009.**

**In FY'2011, employees covered by this Agreement shall receive a 3% cost of living increase and applicable merit increases, if eligible, effective July 1, 2010.**

**The Sanitation Foreman Salary will increase to \$48,000 effective July 1, 2005.**

Employees who filled union-covered positions on or after July 1, 2002 are exempt from this implementation if so delineated in the offer of employment.

## **ARTICLE XXIX – Appointing Authority**

### **Section 1**

The Board of Selectmen retain the full an unabridged power of appointment under the Massachusetts General Laws.

### **Section 2**

During the term of their appointment employees shall not be terminated or disciplined without just cause.

## **ARTICLE XXX – Mileage**

The Employer shall provide reimbursement for mileage for employees using their privately owned vehicle in required duties of their position while scheduled to work at the IRS current rate. To receive said reimbursement, employees must document the mileage through filing the required request for reimbursement forms. Falsification or misrepresentation of this mileage information is reason for disciplinary action up to and including termination.

## **ARTICLE XXXI – Job Posting**

When a position covered by this Agreement becomes vacant, such vacancy, if it is to be filled, shall be posted for five (5) days. Employees shall apply in writing prior to the application closing date. Selection of Employees is the sole decision of the Board of Selectmen as it is a management right. Said decision is neither grievable nor arbitrable.

## **ARTICLE XXXII – Layoffs**

### **Section 1 – Seniority**

Except as specifically provided otherwise, seniority shall mean total length of continuous uninterrupted service, with the exception of time spent on a lay-off not exceeding twelve (12) months, with the Town commencing with earliest date of employment in any position covered by this Agreement.

Any employee who has been subject to a lay-off and returned to work shall have time spent on lay-off deducted from his/her continuous uninterrupted service.

Regular part-time employees shall accrue seniority on a proportional basis. The accrual rate shall be determined by the actual hours worked in relation to full-time service in that position.

Seniority by position shall govern in the event of a lay-off for lack of work.

## **ARTICLE XXXII – Layoffs (Cont.)**

### **Section 2**

In the event the Town decides to reduce the number of employees in positions covered by this Agreement, it is agreed that the provisions of this Article shall govern Reduction in Force (“RIF”).

### **Section 3**

When an employee covered by this Agreement must be laid off, the Town shall in writing notify the affected employee or employees by position in reverse order of seniority within the affected position. Such notification shall be given as soon as possible, and in no event less than ten (10) work days prior to the scheduled lay-off.

### **Section 4**

Employees who are laid off shall be placed on a recall list for a period of twelve (12) working months from the effective date of the lay-off. The employee has the responsibility to keep the Town informed of his/her up-to-date mailing address and telephone number. Employees on the recall list shall be recalled in order of seniority in the event of a job opening in the same position from which they were laid off. Employees returning to the same position shall return at the same rate of pay as when they were laid off and shall not be deemed probationary employees. Employees who do not respond affirmatively to the notice within ten (10) working days of the mailing of the notice shall be deemed to have waived their right to be recalled.

## **ARTICLE XXXIII – Training**

### **Section 1**

All employees covered by this Agreement are eligible for training under the Town’s training policy.

### **Section 2**

All employees shall attend mandated training when directed by Town administration.

### **Section 3**

In the event the town introduces new equipment, methods, or processes as a substitute for or replacement of present equipment, methods or processes, employees in positions affected by such changes and innovation shall be given a reasonable period of time, not to exceed six (6) months, to train in the use of such new equipment, methods, and processes. Failure to become capable with new equipment, methods or processes within this time may be cause for termination.

## **ARTICLE XXXIV – Boots**

**The Town will reimburse up to \$200 per employee once every fiscal year upon receipt of proof of purchase of work boots worn while on duty and up to \$100 per employee every fiscal year upon receipt of proof of purchase of clothing worn while on duty. Clothing reimbursement does not apply to employees who wear uniforms. Employees receiving said reimbursement must wear boots at all times while on the job. The Town Administrator shall approve said reimbursement based on uniform standard. The following positions are eligible for reimbursement: Public Works Superintendent, Natural Resource Director, Health Director, Harbormaster, Assistant Public Works Superintendent, Assistant Harbormaster and Golf Course Superintendent, 2<sup>nd</sup> Assistant Golf Course Superintendent, Civil Engineer, and Asst. Natural Resource Officer/Conservation Agent.**

## **ARTICLE XXXV – Safety**

The Employer and employees share the responsibility of providing and maintaining an adequate, clean, well-ventilated, well-lit, safe and sanitary work place. When an employee believes a situation to be unsafe or unsanitary, he/she may report it to the Town Administrator who shall, with requisite outside expertise, determine the validity of the report. If deemed unsafe and/or unsanitary, the situation will be corrected within a reasonable period of time.

## **ARTICLE XXXVI – Grievance Procedure**

### **Section 1**

A grievance is defined as a violation of the express terms of the Agreement. A grievance must be in writing and must contain a statement outlining the Article(s) and Section(s) of the Agreement which have been violated, the action which violated the Article(s), a brief explanation of how said action violated the Agreement, the remedy sought, and signed by the grievant(s). Only allegations which contain this information, in writing, are considered grievances. Should any alleged violation constitute both an alleged prohibited practice and an alleged violation of this Agreement, the employee(s) and the Union must select a single procedure as their exclusive remedy. Said election shall be made prior to Step One (1) of the grievance procedure. If the grievance procedure is elected, the Union and the employee(s) waive the right to file a prohibited practice charge with the Massachusetts Labor Relations Commission.

### **Section 2**

Grievances shall be processed in the following manner:

#### **Step 1:**

The aggrieved employee or employees shall present the written grievance to the immediate supervisor within seven (7) working days of the date of the occurrence, failure of occurrence, or knowledge thereof, of the incident upon which the grievance is based,

in an effort to reach an informal settlement. The immediate supervisor will respond, in writing, to the grievance within ten (10) working days of receipt of the grievance.

**Step 2:**

If the matter has not been resolved at Step 1, the grievance shall be presented in writing to the Town Administrator within five (5) working days after receipt of the answer by the immediate supervisor or within ten (10) working days after the immediate supervisor's answer is due. The written grievance must include a statement of the grievance, quoting the specific Article(s) and Section(s) of the Agreement which have been violated, the specific action which violated the Article(s) and Section(s) and a detailed explanation of how said action violated the Agreement. An grievance submitted without this complete and detailed "statement of grievance" will be considered ineligible to follow the procedure. The Town Administrator shall answer the grievance in writing with twenty (20) working days of receipt. Failure to answer within twenty (20) days shall be considered denial.

**Step 3:**

If the matter has not been resolved at Step 2, the grievance may be presented in writing to the Board of Selectmen within five (5) working days after receipt of the written answer by the Town Administrator or within ten (10) working days after the Town Administrator's answer is due, whichever occurs first. The Selectmen shall answer the grievance in writing within thirty (30) working days after its receipt. Failure to answer within thirty (30) working days shall be considered denial.

**Step 4:**

If the grievance has been denied by the Selectmen, the Union may, within twenty-one (21) working days of the date of such denial by written notice to the other, request arbitration. The request for arbitration shall be submitted to the Board of Conciliation and Arbitration, with a copy submitted to the Board of Selectmen. The Board of Conciliation and Arbitration will appoint the arbitrator through their normal procedures. Failure to so request within twenty-one (21) working days shall be considered a waiver of the right to arbitration. The arbitrator shall have no right to add, subtract, alter or amend the provision of the Agreement. The parties shall equally share the fees and expenses of the arbitration, but such sharing shall not include the cost of the transcript, nor of the filing, if any. Decision of the arbitrator shall be final and binding on the parties.

**ARTICLE XXXVII – Savings Clause**

**Section 1**

Upon Board of Selectmen approval and Union rank and file ratification, the Board and the Union share the responsibility of supporting each Agreement before Town Meeting. This entire Agreement is subject to the necessary approval and funding by the Dennis Town Meeting. Should the funds not be appropriated, the Town and Union will return to collective bargaining.

## **ARTICLE XXXVII – Savings Clause (Cont.)**

### **Section 2**

Should any Article, Section or portion of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, then such Article, Section or portion shall be renegotiated to the extent necessary to conform with such law, rule or regulation. The remainder of the Agreement shall remain in full force and effect for its duration.

## **ARTICLE XXXVIII – Stability of Agreement**

### **Section 1**

No amendment of the terms or provisions of the Agreement shall bind the parties hereto unless made and executed in writing to the parties.

### **Section 2**

The failure of the Employer or the Union to insist in any one the situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or provision, and the rights and obligations of the Union and the Employer to such future performance shall continue in full force and effect.

## **ARTICLE XXXIX – Duration**

This Agreement shall enter into effect on July 1, 2008, and shall continue in full force and effect until June 30, 2011. On or after October 1<sup>st</sup> of the final year of the Agreement, either party may notify the other in writing of its desire to negotiate a successor Agreement. Retroactive pay only applies to Unit B Employees that are in the employ of the Town as of July 1, 2008. This Agreement shall renew itself for consecutive **three** year terms unless one hundred and eighty days prior to its expiration one party notifies the other party of its desire to amend or modify this Agreement.

During the period of this collective bargaining agreement the Town and the Union agree to continue discussions on the Classification and Compensation plan done by Don Jacobs Consulting Group in 2008.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as the day and year first above written.

Service Employees International Union  
Local 888 (Unit A)

Susan J. Sargent

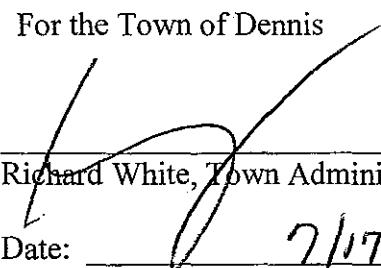
John J. Mayer  
Robert E. Reed

Susan J. Sargent

Robert E. Reed

Date: 7/14/09

For the Town of Dennis

  
Richard White, Town Administrator

Date: 7/17/2009

## FY09 SEIU CLASSIFICATION AND COMPENSATION SCALE

Pay Grade	Position - Unit A	Position - Unit B	Minimum Salary	Maximum Salary
A		Outreach Coordinator Assistant Golf Professional Assistant Harbormaster MIS Technical Support Specialist Media Specialist 2nd Assistant Golf Course Superintendent	35,988.62	47,556.40
B		Administrative Assistant Health Agent Health Inspector Shell.Const./Ass't Nat. Res.Officer Ass't Nat. Res.Officer/Shell.Const. Ass't Nat. Res.Officer/Con Agent	41,129.85	53,982.93
C	Harbormaster Director, Council on Aging Director, Beaches & Recreation	Asst. Golf Director/Administration Golf Pro/Course Oper. Super. Ass't to Town Engineer/Surveyor Foreman - Build., Sanitation 1st Asst. Golf Course Superintendent Civil Engineer	47,556.40	66,836.00
D	MIS Director Golf Course Superintendent Head Golf Professional Building Commissioner Health Director Natural Resource Director Planner	Foreman - Highway & Grounds	53,982.93	77,118.48
E	Golf Director/Course Superintendent	Ass't DPW Superintendent	56,553.55	87,400.94
F	Director of Assessing Town Engineer/Surveyor DPW Superintendent		66,836.00	105,395.24

## FY10 SEIU CLASSIFICATION AND COMPENSATION SCALE

Pay Grade	Position - Unit A	Position - Unit B	Minimum Salary	Maximum Salary
<b>A</b>		Outreach Coordinator Assistant Golf Professional Assistant Harbormaster MIS Technical Support Specialist Media Specialist 2nd Assistant Golf Course Superintendent	37,068.28	48,983.09
<b>B</b>		Administrative Assistant Health Agent Health Inspector Shell.Const./Ass't Nat. Res.Officer Ass't Nat. Res.Officer/Shell.Const. Ass't Nat. Res.Officer/Con Agent	42,363.74	55,602.42
<b>C</b>	Harbormaster Director, Council on Aging Director, Beaches & Recreation	Asst. Golf Director/Administration Golf Pro/Course Oper. Super. Ass't to Town Engineer/Surveyor Foreman - Build., Sanitation 1st Asst. Golf Course Superintendent Civil Engineer	48,983.09	68,841.08
<b>D</b>	MIS Director Golf Course Superintendent Head Golf Professional Building Commissioner Health Director Natural Resource Director Planner	Foreman - Highway & Grounds	55,602.42	79,432.03
<b>E</b>	Golf Director/Course Superintendent	Ass't DPW Superintendent	58,250.16	90,022.97
<b>F</b>	Director of Assessing Town Engineer/Surveyor DPW Superintendent		68,841.08	108,557.10

**FY11 SEIU CLASSIFICATION AND COMPENSATION SCALE**

<b>Pay Grade</b>	<b>Position - Unit A</b>	<b>Position - Unit B</b>	<b>Minimum Salary</b>	<b>Maximum Salary</b>
<b>A</b>		Outreach Coordinator Assistant Golf Professional Assistant Harbormaster MIS Technical Support Specialist Media Specialist 2nd Assistant Golf Course Superintendent	38,180.33	50,452.58
<b>B</b>		Administrative Assistant Health Agent Health Inspector Shell.Const./Ass't Nat. Res.Officer Ass't Nat. Res.Officer/Shell.Const. Ass't Nat. Res.Officer/Con Agent	43,634.65	57,270.49
<b>C</b>	Harbormaster Director, Council on Aging Director, Beaches & Recreation	Asst. Golf Director/Administration Golf Pro/Course Oper. Super. Ass't to Town Engineer/Surveyor Foreman - Build., Sanitation 1st Asst. Golf Course Superintendent Civil Engineer	50,452.58	70,906.31
<b>D</b>	MIS Director Golf Course Superintendent Head Golf Professional Building Commissioner Health Director Natural Resource Director Planner	Foreman - Highway & Grounds	57,270.49	81,814.99
<b>E</b>	Golf Director/Course Superintendent	Ass't DPW Superintendent	59,997.66	92,723.66
<b>F</b>	Director of Assessing Town Engineer/Surveyor DPW Superintendent		70,906.31	111,813.81

