

ARTICLE 1 AGREEMENT

Section 1. This Agreement is entered into by the Town of Shirley, hereinafter referred to as the "employer" or the "Town" and the "AFSCME-93" Shirley Town Employees hereinafter referred to as the "Union", and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment insofar as the same may be permissible by law.

ARTICLE 2 RECOGNITION

Section 1. The employer recognizes the Shirley Town Employees, AFSCME-93, (hereafter "the Union"), as the exclusive representative of the full-time and regular part-time town employees listed in Appendix A of this agreement.

ARTICLE 3 UNION DUES

Section 1. It is agreed that during the life of this Agreement and of any mutually agreed upon extension thereto the employer will, in conformity with the provisions of this Article, and as authorized by individual written authorization, withhold Union regular dues and Agency Service Fees payable by members of the unit and will forward to the Union the amounts withheld.

Section 2. The Union agrees to inform the Town in writing of the amount of its regular dues and any subsequent change to that amount. It is agreed that for withholding purposes no more than two (2) changes may be made in any period of twelve (12) consecutive months.

Section 3. The Town's obligation is limited to making such deductions, if the amount of wages in the work period permit, and such obligations shall cease at the time that the employee is terminated or separated from employment with the Town. The Union shall hereby hold harmless the Town of Shirley and indemnify the Town from liability and costs incurred in implementing this article.

Section 4. The Town shall remit the aggregate amount of said deductions to AFSCME-93 Business Office; along with a list of employees and the amount of said deductions. The remittance shall be made on a monthly basis.

Section 5. The Employer shall notify the Union quarterly of changes in bargaining unit personnel, including names, addresses, job titles and salaries of new employees, as well as the names of employees who have left a unit position and the date of termination.

Section 6. Authorized representatives of the Union shall have reasonable access to the Employer's premises during work hours for the performance of official Union business, provided that the Town Administrator is notified of the desired access in advance and approves of the access. The Town agrees to recognize a total of three (3) officers and/or stewards of the Union. It is expressly agreed that no travel expenses or overtime pay chargeable to the Town will be authorized to Union Officers or Stewards in the performance of their functions as representatives of the Union.

Section 8. The Union shall supply the Town in writing within five (5) business days and shall maintain on a current basis a complete list of the names of the Union representatives.

Section 9. Time off during work hours shall be authorized representatives, without loss of pay, when required to transact Union business during work hours. Union business shall include contract negotiations, and attending Union conferences. The Union Officer shall first obtain permission from the Department Head and Town Administrator and inform him/her of the nature of the business and approximate time required. As part of any newly hired employee's orientation, a union steward or Chapter Chair will be permitted fifteen (15) minutes to discuss union information with the new employee. The Employer will notify the union of the date of orientation and a time will be mutually agreed upon.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. Unless an express specific provision of this Agreement clearly provides otherwise, the Town, acting solely through its Board of Selectmen and Town Administrator, retains all the rights and prerogatives it had prior to the signing of this Agreement by law to manage and control the performance of the positions listed in Appendix A.

By way of example, but not limitation, management retains the following rights to: Determine mission, budget and policy; determine the organization of its departments, the number of employees, the work functions and the technology of performing them, determine the numbers, type and grades of position or employees assigned to an organizational unit, work project, work assignment, or to any location, task, vehicle or building; determine the methods, means and personnel by which its operations are to be carried on; manage and direct employees; schedule and assignments of leaves' schedule and enforcement of working hours and work breaks; the change and schedule of shifts; maintain and improve orderly procedures and efficiency of operation; hire, promote, transfer and assign employees; or discipline or discharge employees for just cause; determine the equipment to be used; establish qualifications for ability to perform work in classes and/or ratings; take whatever actions may be necessary to carry out its responsibilities in emergency situations; determine the policies affecting the hiring, promotion, discipline and retention of employees; transfer, temporarily reassign employees to other shifts or duties; lay-off of employees in the event of lack of work or funds or under conditions where management believes continuation of such work would be less efficient, less productive or less economical.

Section 2. The Town retains the right to establish such rules and regulations as it may deem necessary for the operation of all departments whose employees are covered by this Agreement; and where relevant, any rules and regulations that may be necessary to govern and control provision of services by such department to the Town and its residents, provided that such rules and regulations shall not violate the terms of this Agreement.

ARTICLE 5 PROBATION PERIOD

An Employee shall attain seniority after completing a probationary period of six (6) months or upon extended probationary period at which time seniority shall date back to the original date of employment. The probationary period may be extended six (6) months at the discretion of the employer after meeting with the union and the employee. Any Employee may be terminated during his/her probationary period without recourse by the Union and/or the Employee. The length of the probationary period does not impact seniority.

ARTICLE 6 NO STRIKE CLAUSE/NO LOCK OUT

Section 1. The Union agrees that neither the Union nor any of its officers, agents or members, not any employee covered by this Agreement, will call, institute, authorize, participate in, sanction or threaten strike, work stoppage, slowdown, sick out, picketing, sympathy strike or other withholding of services, including so-called work-to-rule, refuse to perform in whole or in part duties of employment, however established, or withhold overtime services, including upon termination of this Agreement or interfere with the work of other town employees. Any employee who engages in such activity/actions may be subject to disciplinary procedures. The Union further agrees that should any employee or group of employees covered by this Agreement engage in any such job action, the Union shall forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to include such employee or group of employees to terminate any such job action.

Section 2. The Town shall have the right in addition to the remedies under Chapter 150E to enforce this article through court action through administrative measures.

Section 3. The Town agrees that it will not "Lock Out" employees covered under this Agreement from employment.

ARTICLE 7 SCHEDULES/HOURS OF WORK

Section 1. Employees under this contract are expected to work the standard hours for their position, see Appendix B. Any change in standard hours requires the approval of the Department Head and/or Town Administrator.

Town Hall/Public Safety (Clerical) operation hours September 1st through June 30th are Monday 8am-6pm; Tues-Thurs 8am-4:30pm; Fridays 8am-12:30pm.

Town Hall/Public Safety (Clerical) operation hours July 1st through August 31st (Summer Hours) are Monday 7am-5pm; Tues-Thurs 7am-3:30pm; Fridays 7am-11:30pm.

COA operating hours are Monday-Thursday 8:30-3:00pm.

Offices must be covered during Town Hall/COA operating hours, unless authorized by the Town Administrator.

Section 2. The work schedule for Library employees covered by this Agreement shall be determined by the Library Director and/or the Library Trustees. Employees are expected to adhere to the work schedule. Library employees covered by this Agreement are not eligible for overtime unless authorized by the Library Director, and/or designee; notifying the Town Administrator. Library employees covered by this Agreement may work additional hours above their normal weekly work schedule provide (1) the additional hours are needed to provide adequate staffing coverage for any unanticipated work absence (e.g. bereavement, jury duty, family emergency, sick leave), (2) the additional hours do not result in a non-benefited employee regularly working in excess of 19 hours in a week; and (3) the Library Director and/or designee, advises the Town Administrator of the need for the bargaining unit member to work additional hours and approves of the additional hours in writing. (4) Overtime (defined as more than 40 hours/week) is not permitted unless authorized by the Library Director and notifying the Town Administrator.

Section 3. Employees are expected to adhere to the work schedule, set by the Department Head or Town Administrator that falls within operation hours listed in Sections one (1) and two (2). Employees that have evening or weekend meetings that take them beyond their standard weekly hours are expected to adjust their schedule within two weeks of when the meeting occurs. Overtime is not permitted unless authorized in advance by the Town Administrator.

Section 4. Changes in an employee's standard work schedule may be requested provided a minimum notice of five (5) days is given except in the case of an emergency. Any such notice shall be in writing, to the Department Head and Town Administrator, with a copy sent to the Union. Denial of a request shall not be subject to the grievance and/or arbitration provisions contained in this Agreement.

Section 5. Prior to any permanent changes in schedule or hours of work per week, the employee and the Union shall receive notice a minimum of two (2) business days prior to the effective date of change.

ARTICLE 8 WAGES

Section 1. See attached Chart. The Town agrees to hear justification to re-grade two positions, the Youth Service Librarian and Ambulance Billing Clerk, after December 1, 2017.

Section 2. The Town agrees to review all job descriptions and grade for each position in the bargaining unit.

Section 3. The union agrees to a bi-weekly payroll beginning July 1, 2016.

Section 4. **LONGEVITY:** Longevity payments shall be paid two (2) payments per year (July 1st and December 1st) to full-time employees of the bargaining unit hired before 1/1/2016 as follows:

5yrs \$500.00

10yrs \$750.00

15yrs \$1000.00

20yrs+ \$1250.00

25+ \$1,500

ARTICLE 9 OVERTIME/CALL BACK

Section 1. Employees shall be paid overtime at a rate of one and one-half times the employee's regular rate of pay for all hours actually worked beyond forty (40) hours per week. Use of accrued sick leave, vacation leave, or personal leave shall not count towards hours worked. All overtime that causes monetary impact must be pre-approved by the Town Administrator. If there is no monetary impact then Department Heads can pre-approve overtime.

Section 2. An employee may opt for compensatory time in lieu of overtime. Such compensatory time would be earned at a rate of 1 ½ hours per hour worked over 40 per week and shall be taken with two (2) weeks.

ARTICLE 10 SICK LEAVE

Section 1. Standard employees who work twenty (20) hours or more per week shall be eligible for sick leave on a prorated basis.

Section 2. Sick leave is intended to be used to protect an employee's earnings during periods of non-job related sickness or injury, exposure to contagious disease, when an employee is to undergo medical, optical or dental procedures or of non-job-connected disability, or, at the discretion of the Town Administrator, for care of immediate family members (defined as spouse, child, parent, sibling, grandparent or grandchild, in a natural or step relationship or any other relationship between an employee and another person which is characterized by mutual responsibility and support generally associated with familial relationship). An employee shall notify his/her office or department head, or if there is no other department employee, notify the Town Administrator's office, before the start of the workday of his/her intended absence. An employee shall notify his/her supervisor, or shall indicate to his supervisor as early as possible, before the start of the workday of his/her illness, stating the nature of the sickness or injury, time expected to be incapacitated and when he/she expects to return to work. Failure to notify the Department Head or Town Administrator's office before the starting time, except in unforeseen circumstances, could result in the employee being charged with leave without pay as well as subject to disciplinary action.

Section 3. The employer may require an independent medical evaluation paid for by the Town where there is a reasonable belief that: 1) an individual's work performance may be affected by a medical condition; 2) an individual is suspected of abusing sick leave.

Section 4. Every employee must obtain a medical certificate for sick leave in excess of three (3) consecutive working days in order to receive payment. In addition, if the Town identifies what appears to be a pattern of inappropriate sick leave use, the Town may require an employee to

provide a doctor's certificate for each future use of sick leave during the following twelve (12) months, provided the Town first issues a written warning to the employee notifying him/her that if any sick leave is taken during the following twelve (12) months may require a doctor's certificate.

Section 5. Abuse of sick leave is subject to disciplinary measures up to and including dismissal.

Section 6. Sick leave shall be earned at the rate of one (1) day per month subject to pro-ration.

Section 7. Sick leave must be taken on a fifteen (15) minute basis. Sick leave shall not be used to alter an employee's schedule on a regular or recurring basis, except in medically appropriate circumstances, such as chronic conditions which necessitate regular medical treatment. This usage would be similar to the allowance for intermittent leave under FMLA guidelines.

Section 8. Part Time employees: Paid sick days leave for part-time employees shall accrue at the rate of one hour for every thirty hours worked, up to the maximum of 7 paid sick days per year. Use of accrued leave shall not count towards hours worked for computing entitlement to paid sick leave. Paid sick days may be used as it is earned, for periods of paid sick day leave that are less than a normal workday/workweek, the leave shall be counted on an hourly basis. Sick leave shall not roll over from fiscal year to fiscal year and shall either be used or forfeited in the fiscal year in which it is earned. Part-time employees are also subject to sections 1-7, as they relate to sick time use, as set forth in this Article.

ARTICLE 11 PERSONAL DAYS

Section 1. Benefited Employees covered by this contract will be entitled to four (4) personal days (32 hours) per year. Personal days will be granted to those employees who work twenty (20) or more hours per week and will be prorated based on a forty (40) hour work week.

Section 2. Personal days will be taken at a time that is mutually agreeable to the employee and supervisor. Personal days must be taken by Employees by June 30th of the same fiscal year. Personal days must be taken in fifteen (15) minute increments. Employees will lose Personal days not taken within one (1) fiscal year and will not be compensated for Personal days not taken. Personal time shall not be used to alter an employee's schedule on a regular or recurring basis.

ARTICLE 12 HOLIDAYS

Section 1. Each standard employee of the Town shall be entitled to holidays with pay in accordance with the following schedule:

January 1 st	Martin Luther King Day
President's Day	Patriot's Day
Memorial Day	July 4 th
Labor Day	Columbus Day
November 11 th	Thanksgiving Day

December 25th

Section 2. Standard employees, who work twenty (20) hours, will be entitled to the holiday benefits, equal to their standard working hours for that day. (For example: An employee who consistently works ten (10) hours on a Monday shall receive ten (10) hours of holiday pay.) Refer to Article 7, section 4. Employees who work less than twenty (20) hours a week, intermittent, and seasonal/temporary Employees shall not be entitled to holiday pay.

Section 3. Designated holidays that fall on a Sunday shall be observed on the following Monday and holidays that fall on a Saturday shall be observed on the previous Friday. When the holiday falls on a day the Library/COA is closed, those employees shall observe the holiday the preceding day.

Section 4. In a week a holiday occurs, eligible part time bargaining employees may prearrange with their Department Head or Town Administrator to make up their normally scheduled number of hours during the same week in which the holiday occurs.

Section 5. If a non-benefited employee is scheduled to work on one of the holidays listed above then that employee shall be paid for the hours scheduled to work. The employee cannot go over the hours scheduled to work that week, unless an unforeseen event occurs.

ARTICLE 13 VACATION

Section 1. Permanent standard employees shall receive vacation pay computed on the basis of their hourly or salary pay for each week granted.

Section 2. Employees who work twenty (20) or more hours a week up to forty (40) shall receive vacation pay prorated on the basis of their regular weekly scheduled hours.

Section 3. Employees who work less than twenty (20) hours per week, intermittent and seasonal/temporary employees shall not be entitled to vacation pay.

Section 4. Members of the bargaining unit subject to length of service requirements listed below shall be granted vacation with pay. The scheduling of vacation leave shall be at the discretion of the head of the department at such times as will cause the least interference with the performance of the regular work and operation hours of the department. All requests shall be in writing. *see leave article*

Section 5. "Continuous Service" is an uninterrupted period of town employment on a permanent basis. An employee transferring from one department to another without a break in service shall receive credit for vacation purposes for his/her total time of permanent employment to the Town of Shirley. Approved absences shall not constitute a break in continuous service.

Section 6. Vacation shall accrue on monthly basis according to the following schedule for employees hired after 1/1/2016:

Through 5th complete years of continuous service- 10 days

Beginning the 6th year of continuous service- 15 days

Beginning the 11th year of continuous service- 20 days

Beginning the 26th year of continuous service- 25 days

Section 6a. Vacation shall accrue on monthly basis according to the following schedule for employees hired before 1/1/2016:

0 – 4 years	10 days
5 – 9 years	15 days
10 – 19 years	20 days
20 + years	25 days

Section 7. Upon termination of employment, said employees shall be paid for any earned but unused vacation time.

Section 8. Employees shall not accrue vacation leave while on occupational sick leave under Chapter 152 (Workers Compensation).

Section 9: Employees hired before 1/1/2016 may only accrue vacation leave up to a maximum accrual to one full year's accrual plus five (5) days at any time.

Employees hired after 1/1/2016 may only accrue up to a maximum of two (2) weeks at any time.

ARTICLE 14 LEAVE

Section 1. Military Leave. The Town of Shirley shall follow the Uniform Services and Reemployment Rights Act of 2004 or any subsequent revision(s) for employees in the Armed Forces, the Reserves, and the National Guard eligible for Military Leave. Employees are required to provide the Board of Selectmen and their supervisor with as much advance notice of military service as soon as possible unless military necessity prevents the giving of notice.

Section 2. Leave of Absence. Any employee may apply for a leave of absence without pay. The application must be approved by both the Department Head and Town Administrator and will be granted, no provision in this plan will apply, and seniority, sick leave and vacation time will not accrue during this absence. If the employee is covered under the Town's group health insurance, the employee will pay the full monthly premium for continuing coverage under the plan.

Section 3. Bereavement Leave. Each employee in the bargaining unit shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall be up to three (3) scheduled work days with the approval of the Supervisor. For purposes of the article, the term "immediate family" shall mean and include the following; Grandfather, grandmother, father, mother, husband, wife, brother, sister, son, daughter, grandson, granddaughter, a natural in-law or step relationship or any other relationship between an employee and another person who is characterized by mutual responsibility and support generally associated with familial relationships. This leave shall not be charged against other accrued time.

Section 4. Notice: Employees will provide at least two (2) weeks' notice for vacation in excess of one (1) week or more. Notice will be given to their respective Department Head or the Town Administrator.

ARTICLE 15 JURY DUTY

Section 1. Permanent full time and part time employees who are called for jury duty and respond are eligible for jury leave. Jury duty leave benefits are effective immediately upon employment.

Section 2. Employees on jury duty shall be paid the difference (if any) between the compensation he/she would have received and the compensation received from the court (excluding travel allowance). For employees paid on an hourly rate, pay is based on the number of hours normally scheduled on those days. In all cases, the court statement detailing compensation must be presented to the supervisor and Town Accountant in order to receive any additional compensation for which the employee may be eligible. A copy of the statement shall be placed into the employee file maintained by the immediate supervisor.

ARTICLE 16 NON DISCRIMINATION

The Employer and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, ancestry, sex, sexual orientation, age, mental or physical handicap, or union activity.

ARTICLE 17 FILLING & POSTING OF VACANCIES

Section 1. All vacancies for bargaining unit positions shall be posted internally and externally concurrently for ten days, or until position filled.

Section 2. When filling the position internally the Town will look at the qualifications of the applicant, and must meet the minimum requirements of the position.

Section 3. All applicants will be subject to a favorable CORI prior to appointment.

Section 4. Seniority shall be utilized when or if there are two or more finalists who are equally qualified as determined by the Supervisor and who are covered by this contract.

ARTICLE 18 WORKER'S COMPENSATION

The Town shall make supplemental payments in the amount of the difference between the employee's regular pay and those benefits payable by Worker's Compensation Insurance or other insurance plans paid for in whole or part by the Town, from their sick, vacation, and personal leave accruals.

ARTICLE 19 SENIORITY

Section 1. Bargaining unit seniority for all employees covered by this Agreement shall be measured from the date of hire by the Town.

Section 2. Seniority shall not be broken by vacation, sickness, or injury, suspensions, and/or any authorized leave of absence.

ARTICLE 20 DISCIPLINARY ACTION

Section 1. No employee, excluding probationary employees, shall be disciplined or discharged except for just cause.

Section 2. If the Employer or alternate designated in writing has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before another employee or the public.

Progressive disciplinary measures shall include the following:

- Verbal Warning
- Written Warning
- Suspension(s)
- Termination

Section 3. Verbal warnings can be grieved beyond Step 1 of the Grievance Procedure in Article 21. Written Warnings cannot be grieved beyond Step 2 of the Grievance Procedure in Article 21. Verbal warning documentation will be placed in Personnel Files.

Section 4. Nothing in this article shall prevent the Town from issuing more serious disciplinary action up to and including discharge for an employees' first offense if such serious disciplinary action is warranted.

ARTICLE 21 GRIEVANCE PROCEDURES

Section 1. The procedure set forth in the following sections of this article shall constitute the only procedure, and applicable only to the unit, for consideration of grievances over the interpretation or application of this Agreement. Nothing in this section shall prevent an employee from expressing a verbal concern to an immediate supervisor. Grievances are defined as any disputes arising over the meaning, interpretation, or application of the specific and expressed terms contained in this collective bargaining agreement. The Town and the Union agree to use every reasonable effort to prevent grievances from arising and to accomplish just and reasonable settlements.

Section 2. A written description of the grievance and the provision of the agreement grieved must be presented within fourteen (14) calendar days of the time of the

occurrence of the alleged contract violation and must be processed in accordance with steps, time limits and conditions set forth below:

- (a) Step 1 – Informal Procedure – any grievance will first be presented to the union steward shall be made as soon as practicable from the date of the incident. Every attempt should be made by both parties to settle the grievance at this informal step.
- (b) Step 2 – Formal Procedure- If not satisfactorily settled at Step 1, the union shall take up the matter in writing and signed by said member within seven (7) calendar days and presented to the Town Administrator. Within fourteen (14) calendar days after receipt of the grievance, the Town Administrator may meet to discuss the grievance with the Union. A decision will be rendered within thirty (30) calendar days and submitted in writing to the Union and grievant.
- (c) Step 3 – Formal Procedure If the Union is not satisfied with the Town Administrator's decision at Step 2, an appeal may be made to the Board of Selectmen. The appeal shall be in writing and submitted within fourteen (14) calendar days after the date the aggrieved received the Step 2 decision. The Board of Selectmen shall review the grievance and will render a decision in writing within thirty (30) calendar days of receiving the written appeal of Step 2.
- (d) Step 4 – Appeal Procedure- If no satisfactory settlement of the grievance is made at Step 3, the Union may appeal to arbitration by written notice within thirty (30) calendar days after receipt of the answer in Step 3. The appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 22, "Arbitration".

Section 3. All time limits provided from herein may be extended by mutual agreement. Failure of the Town to observe the time limits with respect to any step the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure of the grievant to observe the time limits provided for herein shall constitute withdrawal of the grievance.

Section 4. Any grievance that has not been processed through the informal step may not be processed through the formal step(s). Any grievance not processed through Step 2 above may not be processed to the Board of Selectmen.

Section 6. Unless mutually agreed otherwise, grievances affecting more than one member shall be processed as one grievance under the provisions of this article, the results of which will be binding on all the grievant.

Section 7. Grievances regarding discharge shall be initiated at Step 3 of the grievance procedure.

ARTICLE 22 ARBITRATION

Section 1. If the Town and the Union fail to settle any grievance processed in accordance with the Grievance Procedure of Article 21 of the Agreement, then such grievance shall upon written request by the Union be referred to arbitration before the American Arbitration Association. Such written request must be submitted according to Article 21.

Section 2. The arbitrator shall render a decision only on issues specifically defined and directly related to cases involving the alleged specific and direct violation of language of a specific provision of this Agreement. In arbitrating a grievance, the arbitrator shall not change, modify, alter, delete or add to the provisions of the Agreement, nor shall any decision be contrary to the applicable.

Section 3. The fees and expenses of the arbitrator shall be shared equally by the Town and the Union. Up to two (2) employees of the Union who appear as representatives or as witnesses for the Union, must request time off thirty (30) days in advance and shall receive pay for their appearance only if the arbitration is held within the Town of Shirley.

Section 4. The Arbitrator shall be without any power to alter, amend, add to or modify any of the terms of provisions of this Agreement.

ARTICLE 23 BULLETIN BOARDS

The Town will provide the Union with a Bulletin Board in the second Floor lunch room of the Town Hall and the Staff room in the Library/COA/Police.

ARTICLE 24 WAIVER

The parties hereby acknowledge that during the negotiations, which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all other proper subjects of Collective Bargaining, and that all subjects have been discussed and negotiated upon and the agreement contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Town of Shirley and the Union for the life of this agreement, each voluntarily and without qualification, waive the right and each agrees the other shall not be obliged to bargain collectively with regard to any subject or matter referred to or covered in this agreement, except by mutual agreement or to the extent allowed under G.L. c. 150E.

Should the Union allege a change in the terms and conditions of employment inconsistent with G.L. c. 150E, it shall have ten (10) calendar days from the date that it knew or should have known of any alleged change to request bargaining over such alleged change.

The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms, or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of

any such term or condition, and the obligations of the Employer and the Union to such future performance shall continue in full force and effect. No agreement, understanding, alteration or variation of the agreements, terms, or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

ARTICLE 25 DURATION OF AGREEMENT

This agreement shall be effective upon execution by both parties and approved at a vote of Town Meeting for a period beginning upon ratification up to and including June 30, 2020.

ARTICLE 26 MISC. PROVISIONS

Section 1. Recognizing comfort the Town requires that all Union employees be dressed in professional attire. The Union is representing the Town and should dress accordingly. No screen t-shirts, ripped clothing are allowed to be worn during office hours. Town will provide collared shirts with Town emblem for Inspection Staff (Building Inspector, Assessor and Conservation Agent, Custodian, and Facility Coordinator).

Section 2. Mileage: The Town will reimburse for approved mileage at the Federal IRS Rate.

Section 3. Health Insurance: Health Insurance will be provided as follows: The Town will pay 75% and Employee will pay 25%. Eligible employees are those who work twenty (20) hours or more.

Section 4. Personnel Files: The Town shall notify a member of the bargaining unit within 10 days of the Town placing in the employee's personnel record any information to the extent that the information is, has been used or may be used, to negatively affect the employee's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action. Upon receiving a written request from a member of the bargaining unit for their personnel file, the Town shall provide the employee with an opportunity to review such employee's personnel record within 5 business days of such request. The review shall take place at the Town Hall and during normal business hours. An employee shall be given a copy of the employee's personnel record within 5 business days of submission of a written request for such copy to the Town. The Town shall not be required to allow an employee to review the employee's personnel record on more than 2 separate occasions in a calendar year; provided, however, that the notification and review caused by the placing of negative information in the personnel record shall not be deemed to be 1 of the 2 annually permitted reviews. If there is a disagreement with any information contained in a personnel record, removal or correction of such information may be mutually agreed upon by the employer and the employee. If an agreement is not reached, the employee may submit a written statement explaining the employee's position which shall thereupon be contained therein and shall become a part of such employee's personnel record. The statement shall be included when said information is transmitted to a third party as long as the original information is retained as part of the file.

Section 5. Employees must submit bi-weekly timesheets.

Section 6. Evaluations: Department Heads will conduct annual performance evaluations using the forms **attached** to this contract. Performance Evaluations will be handed over to the Town Administrator and placed in employees personnel file.

ARTICLE 27 PROFESSIONAL DEVELOPMENT

Section 1. The employer will be informed of required trainings for employees prior to attendance. Any other trainings/seminars that are not part of position certification need to be approved by the Department Head/Town Administrator. Elected Boards do not qualify as the Department Head in any situation within this contract.

For the Clerical Union

Lisa Gibson
Elin O'Neil

For the Town of Shirley

[Signature] 7/17/17
[Signature]
[Signature] 07/18/17

APPENDIX A UNIT MEMBERS

Position
Council on Aging- MART Driver
Council on Aging-MART Driver
Recycling Clerk
Council on Aging Dispatcher
Custodian (Town Hall, Police Station)
Custodian (Library, DPW)
Library Aide(s)
Ambulance Billing Clerk
Conservation Secretary
Recreation Secretary
Administrative Assistant Floater
Facilities Coordinator
Assistant Accountant
Assistant Treasurer/Collector
Assistant Librarian
Health/Inspections Office Manager
Sewer Dept. Office Manager/Assistant
Youth Service Librarian
Public Safety Administrative Assistant
Council on Aging Director
Conservation Agent
Facilities Manager
Principal Assessor, Exempt
Building Inspector
Land Use Director-Grade and Hours TBD (DOF)

APPENDIX B POSITIONS GRADE AND HOURS

Grade	Position	# Hours
2	Council on Aging-MART Driver Recycling Clerk	Non-Benefited Non-Benefited
3	Council on Aging Dispatcher Custodian (Town Hall, Police Station) Custodian (Library, DPW) Library Aide(s)	Non-Benefited Non-Benefited Non-Benefited Non-Benefited
4	Ambulance Billing Clerk Conservation Secretary Recreation Secretary	Non-Benefited Non-Benefited Non-Benefited
5	Administrative Assistant Floater Facilities Coordinator	Benefited Benefited
6	Assistant Accountant Assistant Treasurer/Collector Assistant Librarian Health/Inspections Office Manager Sewer Dept. Office Manager/Assistant Youth Service Librarian Public Safety Administrative Assistant	Benefited Benefited Benefited Benefited Non-Benefited Benefited Benefited
7	Council on Aging Director	Benefited
8	Conservation Agent	Non-Benefited
10	Principal Assessor, Exempt Building Inspector	Benefited Non-Benefited
11		
	Land Use Director-Grade and Hours TBD (DOF)	

****If an employee is appointed to two (2) or more non-benefited positions that results in more than twenty (20) hours per week, as appointed by the appointing authority, that employee is subject to all benefits under this contract for a benefited employee.***

**Appendix B -
Town of Shirley
Proposed FY18 Wage Scale**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
1 hourly annual	11.52 24,146	11.78 24,691	12.05 25,237	12.32 25,823	12.60 26,410	12.88 26,996	13.17 27,604	13.47 28,233	13.77 28,862	14.08 29,512	14.40 30,182	14.72 30,853	15.05 31,545	15.39 32,257	15.74 32,991
2 hourly annual	12.67 26,556	12.96 27,164	13.25 27,772	13.55 28,401	13.85 29,030	14.16 29,679	14.48 30,350	14.81 31,042	15.14 31,733	15.48 32,446	15.83 33,180	16.19 33,934	16.55 34,689	16.92 35,464	17.30 36,261
3 hourly annual	13.94 29,218	14.25 29,868	14.57 30,539	14.90 31,230	15.24 31,943	15.58 32,656	15.93 33,389	16.29 34,144	16.66 34,919	17.03 35,695	17.41 36,491	17.80 37,309	18.20 38,147	18.61 39,007	19.03 39,887
4 hourly annual	15.33 32,132	15.67 32,844	16.02 33,578	16.38 34,332	16.75 35,108	17.13 35,904	17.52 36,722	17.91 37,539	18.31 38,378	18.72 39,237	19.14 40,117	19.57 41,019	20.01 41,941	20.46 42,884	20.92 43,848
5 hourly annual	16.86 35,339	17.24 36,135	17.63 36,952	18.03 37,791	18.44 38,650	18.85 39,510	19.27 40,390	19.70 41,291	20.14 42,213	20.59 43,157	21.05 44,121	21.52 45,106	22.00 46,112	22.50 47,160	23.01 48,229
6 hourly annual	18.55 38,881	18.97 39,761	19.40 40,662	19.84 41,585	20.29 42,528	20.75 43,492	21.22 44,477	21.70 45,483	22.19 46,510	22.69 47,558	23.20 48,627	23.72 49,717	24.25 50,828	24.80 51,981	25.36 53,155
7 hourly annual	20.41 42,779	20.87 43,744	21.34 44,729	21.82 45,735	22.31 46,762	22.81 47,810	23.32 48,879	23.84 49,969	24.38 51,100	24.93 52,253	25.49 53,427	26.06 54,622	26.65 55,858	27.25 57,116	27.86 58,395
8 hourly annual	22.45 47,055	22.96 48,124	23.48 49,214	24.01 50,325	24.55 51,457	25.10 52,610	25.66 53,783	26.24 54,999	26.83 56,236	27.43 57,493	28.05 58,793	28.68 60,113	29.33 61,476	29.99 62,859	30.66 64,263
9 hourly annual	24.70 51,771	25.26 52,945	25.83 54,140	26.41 55,355	27.00 56,592	27.61 57,871	28.23 59,170	28.87 60,512	29.52 61,874	30.18 63,257	30.86 64,683	31.55 66,129	32.26 67,617	32.99 69,147	33.73 70,698
10 hourly annual	27.17 56,948	27.78 58,227	28.41 59,547	29.05 60,889	29.70 62,251	30.37 63,656	31.05 65,081	31.75 66,548	32.46 68,036	33.19 69,566	33.94 71,138	34.70 72,731	35.48 74,366	36.28 76,043	37.10 77,762
11 hourly annual	29.89 62,649	30.56 64,054	31.25 65,500	31.95 66,967	32.67 68,476	33.41 70,027	34.16 71,599	34.93 73,213	35.72 74,869	36.52 76,546	37.34 78,265	38.18 80,025	39.04 81,828	39.92 83,672	40.82 85,559
12 hourly annual	32.88 68,916	33.62 70,468	34.38 72,060	35.15 73,674	35.94 75,330	36.75 77,028	37.58 78,768	38.43 80,549	39.29 82,352	40.17 84,196	41.07 86,083	41.99 88,011	42.93 89,981	43.90 92,014	44.89 94,089
13 hourly annual	36.17 75,812	36.98 77,510	37.81 79,250	38.66 81,031	39.53 82,855	40.42 84,720	41.33 86,628	42.26 88,577	43.21 90,568	44.18 92,601	45.17 94,676	46.19 96,814	47.23 98,994	48.29 101,216	49.38 103,500
14 hourly annual	39.79 83,400	40.69 85,286	41.61 87,215	42.55 89,185	43.51 91,197	44.49 93,251	45.49 95,347	46.51 97,485	47.56 99,686	48.63 101,928	49.72 104,213	50.84 106,561	51.98 108,950	53.15 111,402	54.35 113,918
15 hourly annual	43.77 91,742	44.75 93,796	45.76 95,913	46.79 98,072	47.84 100,273	48.92 102,536	50.02 104,842	51.15 107,210	52.30 109,621	53.48 112,094	54.68 114,609	55.91 117,187	57.17 119,828	58.46 122,532	59.78 125,299