

**Town of Shirley Clerical Union**  
**AFSCME COUNCIL 93**  
**LOCAL 1703**  
**FY21- FY23 Contract**

## **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/AGENCY SERVICE FEE**

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. Only employees who expressly agree to pay an agency service fee to the Union by providing written authorization to the Town and Union in the form provided by the Union shall pay said agency fees. Said agency service fee will approximate an amount of money equal to that amount of money paid by comparable employees in the Bargaining Unit who are members of the Union; this agency fee shall be limited to and shall not exceed an amount equal to the Union's regular and usual membership dues for those employees covered by this Agreement. The Town agrees to deduct from each employee's earnings, following receipt of the aforesaid written authorization, the amount authorized by each employee and transmit said amounts to the Treasurer of the Union in accordance with the terms of authorization for payroll deduction for service fee as set forth herein. In the event an employee fails to provide written authorization of agency fee deductions, the Town shall not deduct the same.

Section 3. 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 4. 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 5. 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 6. 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 7. 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 building operating hours are Monday - Friday 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.

Section 6. Clerical Employees receive a paid lunch break without extension or shortening of the work day as follows:

- a) 7 or more hours per day granted thirty (30) minutes
- b) 6 or less hours per day granted fifteen (15) minutes

Section 7. If the town administrator elects to close town offices then staff will be paid the remainder of their regularly scheduled work hours or paid for the entirety of their regularly scheduled hours if instructed to stay home.

## **ARTICLE 8 WAGES**

Section 1. The Town agrees to review all job descriptions and grade for each position in the bargaining unit prior to being filled.

Section 2. The union agrees to a bi-weekly payroll,

Section 3. LONGEVITY: Longevity payments shall be paid two (2) payments per year (July 1st and December 1') to full-time employees of the bargaining unit hired before 1/1/2016 as follows:

5 years of service	\$500
10 years of service	\$750
15 years of service	\$1000
20 years of service	\$1250
25+ years of service	\$1,500

Section 4. Education Incentive. The town agrees to pay an educational incentive to employees under this collective bargaining agreement in the amounts listed. These amount will by paid out half (1/2) on July 1st and half (1/2) January 1st.

Associates Degree	\$125
Bachelors Degree	\$250
Masters Degree	\$500

Section 5. Uniform Allowance. When a uniform is required as part of an employee's regular job duties said employee will be allotted the use of up to \$450 a year to procure uniforms, including required footwear, through a town approved vendor.

Section 6. Step increases given July 1<sup>st</sup> for all employees with at least one year of service.

Section 7. Tuition reimbursement shall be given to current town employees with a maximum of \$2500 per year and a maximum per employee of up to \$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 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 1/2 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 or their designee, 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 front loaded on July 1<sup>st</sup> of every year. Should an employee be hired during the fiscal year, their sick leave shall be prorated based on the amount of months left within the current fiscal year.

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 leave for part-time employees shall be front loaded 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. Part-time employees are also subject to sections 1-7, as they relate to sick time use, as set forth in this Article.

Section 9. FMLA Leave – FMLA leave shall be granted in accordance with the Town of Shirley's FMLA Policy.



## **ARTICLE 11 PERSONAL DAYS**

Section 1. Part time benefited and full time Employees covered by this contract will be entitled to 34 hours per year. Personal hours 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 hours will be taken at a time that is mutually agreeable to the employee and supervisor. Personal hours must be taken by Employees by June 30th of the same fiscal year. Personal hours must be taken in fifteen (15) minute increments. Personal time not taken during the calendar year shall be converted at half the rate into sick time. Personal time shall not be used to alter an employee's schedule on a regular or recurring basis.

## **ARTICLE 12 HOLIDAYS**

Section 1. Each part time benefited and full-time employee of the Town shall be entitled to holidays with pay in accordance with the following schedule:

January 1st	President's Day
Memorial Day	Labor Day
November 11th	Martin Luther King Day
Patriot's Day	July 4th
Columbus Day	Thanksgiving Day
December 25 <sup>th</sup>	Juneteenth

Section 2. Part time employees, with the exclusion of grant funded positions, 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.), 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.

## ARTICLE 13 VACATION

Section 1. Benefitted 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 be front loaded on July 1<sup>st</sup> each year according to the following schedule. When an employee is hired during the fiscal year their vacation time will be prorated based on years of service and months remaining during the current fiscal year:

0 – 48 months	10 days
49 – 108 months	15 days
109 – 228 months	20 days
229+ months	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 may carry over vacation leave up to a maximum accrual to one full year's accrual. All vacation time over the approved maximum shall be forfeited at the end of business June 30<sup>th</sup> each year.

Section 10. 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 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. Employees may be granted additional leave time in conjunction with bereavement leave subject to the approval of the Town Administrator or their designee.

Section 4. Parental and Adoption Leave. The Union(s) and Town will meet to develop a policy before the end of this agreement. The terms of such agreement/policy is how parental and adoption leave will be instituted.

Section 5. Domestic Violence, Sexual Assault, and Stalking Leave. The Union(s) and Town will meet to develop a policy before the end of this agreement. The terms of such agreement/policy is how parental and adoption leave will be instituted.

## **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 their designee 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 from when the Union was made aware 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.

Section 8. The Union shall be carbon copied on all disciplinary letters sent to its members.

## **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 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, 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 26 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.

## ARTICLE 27 DURATION

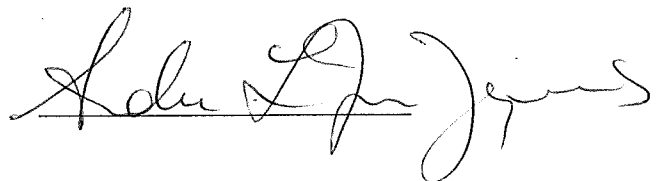
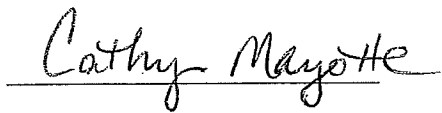
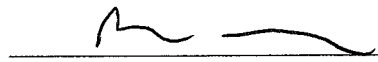
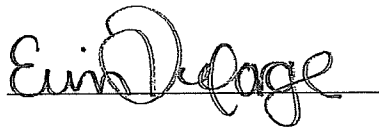
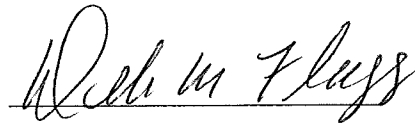
This Agreement shall be for the three-year period from July 1, 2020 to June 30, 2023 and terms contained herein shall become effective on July 1, 2020 unless otherwise specified. It is expressly understood and agreed upon that subject to ratification by the membership, the predecessor collective bargaining agreement shall be voided and superseded by all aspects of this collective bargaining agreement.

For AFSCME Council 93

For the Town of Shirley

And Local 1703

Shirley Clerical Union



## Appendix A

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

FY 2021 Shirley Clerical Wage Scale

GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	12.41	12.56	12.97	13.26	13.56	13.86	14.18	\$14.50	14.83	15.16	\$15.50	15.85	16.21	16.58	16.95
	\$496.30	\$502.26	\$518.69	\$530.51	\$542.34	\$554.59	\$567.26	\$579.93	\$593.02	\$606.54	\$620.06	\$634.00	\$648.36	\$663.14	\$677.92
	25,906.80	26,217.88	27,075.36	27,692.72	28,310.07	28,949.47	29,610.92	30,272.37	30,955.87	31,661.42	32,366.96	33,094.56	33,844.20	34,615.89	35,387.59
2	13.65	13.96	14.28	14.59	14.92	15.26	15.61	15.96	16.31	16.68	17.06	17.44	17.84	18.24	18.65
	\$546.14	\$558.39	\$571.06	\$583.73	\$596.83	\$610.34	\$624.28	\$638.22	\$652.58	\$667.36	\$682.57	\$697.78	\$713.40	\$729.45	\$745.93
	28,508.50	29,147.91	29,809.36	30,470.81	\$31,154.30	31,859.85	32,587.45	33,315.04	34,064.69	34,836.38	35,360.12	36,423.86	37,239.65	38,077.48	38,937.37
3	15.02	15.35	15.7	16.05	16.41	16.78	17.16	17.55	17.94	18.34	18.75	19.18	19.61	20.05	20.51
	\$600.63	\$614.14	\$628.08	\$642.02	\$656.38	\$671.16	\$686.37	\$702.00	\$717.63	\$733.68	\$750.15	\$767.05	\$784.36	\$802.10	\$820.27
	31,352.74	32,058.29	32,785.88	33,513.48	34,263.12	35,034.81	35,828.55	36,644.34	37,460.13	38,297.97	39,157.85	40,039.79	40,943.77	41,869.80	42,817.88
4	16.52	16.88	17.26	17.66	18.06	18.46	18.87	19.29	19.73	20.17	20.62	21.09	21.56	22.05	22.54
	\$660.61	\$675.39	\$690.59	\$706.22	\$722.27	\$738.32	\$754.80	\$771.69	\$789.01	\$806.75	\$824.91	\$843.50	\$862.50	\$881.93	\$901.79
	34,483.60	35,255.30	36,049.04	36,864.83	37,702.66	38,540.50	39,400.38	40,282.32	41,186.30	42,122.33	43,060.41	44,030.54	45,022.71	46,036.93	47,073.21
5	18.16	18.57	\$19.00	19.42	19.85	\$20.30	20.75	21.21	21.69	22.18	22.67	23.18	\$23.70	24.22	24.77
	\$726.50	\$742.97	\$759.87	\$776.76	\$794.08	\$811.82	\$829.98	\$848.57	\$867.57	\$887.00	\$906.85	\$927.13	\$947.83	\$968.94	\$990.91
	37,923.15	38,783.03	39,644.96	40,546.90	41,450.88	42,376.91	43,324.99	44,295.12	45,287.29	46,301.51	47,337.79	48,396.11	49,476.48	50,578.89	51,725.41
6	19.98	20.43	20.9	21.37	21.86	22.35	22.86	23.38	23.91	24.45	24.99	25.55	26.12	26.72	27.32
	\$799.15	\$817.31	\$835.89	\$854.90	\$874.33	\$894.18	\$914.46	\$935.15	\$956.27	\$977.81	\$999.78	\$1,022.16	\$1,044.97	\$1,068.63	\$1,092.70
	41,715.46	42,663.54	43,633.67	44,625.84	45,640.06	46,676.34	47,734.66	48,815.03	49,917.44	51,041.91	52,188.42	53,356.98	54,547.59	55,782.30	57,039.06
7	21.97	22.47	22.98	23.49	24.02	24.56	25.11	25.68	26.26	26.85	27.45	28.08	28.71	29.36	30.02
	\$878.98	\$898.83	\$919.10	\$939.80	\$960.92	\$982.46	\$1,004.42	\$1,027.23	\$1,050.46	\$1,074.12	\$1,098.19	\$1,123.11	\$1,148.46	\$1,174.22	\$1,200.83
	45,882.60	46,918.87	47,977.19	49,057.56	50,159.97	51,284.44	52,430.95	53,621.56	54,834.22	56,068.93	57,325.69	58,626.54	59,949.44	61,294.39	62,683.43
8	24.17	24.72	25.28	25.85	26.43	27.02	27.63	28.26	28.89	29.55	30.21	30.89	31.58	32.29	33.02
	\$966.83	\$988.80	\$1,011.18	\$1,033.99	\$1,057.22	\$1,080.88	\$1,105.37	\$1,130.29	\$1,155.64	\$1,181.82	\$1,208.43	\$1,235.47	\$1,263.34	\$1,291.64	\$1,320.79
	50,468.65	51,615.16	52,783.73	53,974.34	55,187.00	56,421.70	57,700.51	59,001.36	60,324.26	61,691.26	63,080.30	64,491.40	65,946.59	67,423.82	68,945.16
9	26.59	27.19	27.8	28.43	29.07	29.73	30.39	31.08	31.77	32.49	33.22	33.97	34.73	35.51	36.61
	\$1,063.56	\$1,087.63	\$1,112.13	\$1,137.05	\$1,162.82	\$1,189.01	\$1,215.62	\$1,243.07	\$1,270.95	\$1,299.67	\$1,328.81	\$1,358.80	\$1,389.21	\$1,420.47	1452.57
	55,517.72	56,774.48	58,053.28	59,354.13	60,699.08	62,066.08	63,455.12	64,888.27	66,343.46	67,842.74	69,364.08	70,929.51	72,516.99	74,148.57	75,824.24
10	29.25	29.9	30.58	31.27	31.97	32.69	33.43	34.18	34.95	35.73	36.54	37.36	38.2	39.06	39.94
	\$1,170	\$1,196.19	\$1,223.22	\$1,250.67	\$1,278.97	\$1,307.69	\$1,337.26	\$1,367.25	\$1,398.08	\$1,429.34	\$1,461.44	\$1,494.39	\$1,528.18	\$1,562.39	1597.45
	61,073.90	62,440.90	63,851.99	65,285.14	66,762.37	68,261.66	69,805.05	71,370.48	72,980.01	74,611.58	76,287.26	78,007.03	79,770.90	81,556.81	83,386.82
11	32.17	32.9	33.64	34.4	35.17	35.97	36.78	37.6	38.45	39.31	40.2	41.11	42.04	42.99	43.96
	\$1,287.00	\$1,316.14	\$1,345.71	\$1,376.12	\$1,406.95	\$1,438.63	\$1,471.16	\$1,504.10	\$1,537.89	\$1,572.53	\$1,608.01	\$1,644.33	\$1,681.50	\$1,719.52	1758.38
	67,181.29	68,702.63	70,246.01	71,833.49	73,433.02	75,096.65	76,794.37	78,514.14	80,278.01	82,085.97	83,938.03	85,834.19	87,774.44	89,758.79	91,787.24
12	35.4	36.19	\$37.00	37.83	38.69	39.56	40.44	41.35	42.28	43.23	44.2	45.19	46.21	47.24	48.31
	\$1,415.82	\$1,447.50	\$1,480.03	\$1,513.39	\$1,547.61	\$1,582.24	\$1,617.72	\$1,654.05	\$1,691.22	\$1,729.23	\$1,768.09	\$1,807.79	\$1,848.34	\$1,889.74	1932.4
	73,906.04	75,559.66	77,257.38	78,999.20	80,785.12	82,593.08	84,445.14	86,341.30	88,281.55	90,265.91	92,294.35	94,366.90	96,483.54	98,644.27	100,871.16

FY 2022 Shirley Clerical Wage Scale

GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	\$12.69	\$13.01	\$13.39	\$13.70	\$14.00	\$14.32	\$14.65	\$14.98	\$15.31	\$15.66	\$16.01	\$16.37	\$16.75	\$17.12	\$17.38
2	\$14.10	\$14.42	\$14.74	\$15.07	\$15.41	\$15.61	\$16.12	\$16.47	\$16.85	\$17.23	\$17.61	\$18.02	\$18.42	\$18.84	\$19.12
3	\$15.50	\$15.86	\$16.21	\$16.57	\$16.95	\$17.33	\$17.73	\$18.12	\$18.52	\$18.94	\$19.37	\$19.81	\$20.25	\$20.72	\$21.03
4	\$17.05	\$17.43	\$17.84	\$18.24	\$18.64	\$19.06	\$19.48	\$19.93	\$20.37	\$20.83	\$21.30	\$21.78	\$22.27	\$22.77	\$23.11
5	\$18.76	\$19.19	\$19.61	\$20.05	\$20.50	\$20.96	\$21.42	\$21.91	\$22.40	\$22.90	\$23.41	\$23.93	\$24.46	\$25.02	\$25.40
6	\$20.63	\$21.11	\$21.58	\$22.08	\$22.57	\$23.09	\$23.62	\$24.14	\$24.69	\$25.24	\$25.81	\$26.42	\$26.98	\$27.59	\$28.01
7	\$22.69	\$23.21	\$23.72	\$24.26	\$24.81	\$25.36	\$25.94	\$26.52	\$27.12	\$27.72	\$28.63	\$29.00	\$29.65	\$30.32	\$30.79
8	\$24.97	\$25.53	\$26.11	\$26.69	\$27.29	\$27.91	\$28.54	\$29.18	\$29.85	\$30.51	\$31.20	\$31.90	\$32.61	\$33.35	\$33.87
9	\$27.46	\$28.08	\$28.71	\$29.36	\$30.03	\$30.69	\$31.39	\$32.09	\$32.81	\$33.55	\$34.31	\$35.08	\$35.87	\$36.98	\$37.55
10	\$30.20	\$30.89	\$31.58	\$32.29	\$33.02	\$33.76	\$34.52	\$35.30	\$36.09	\$36.91	\$37.73	\$38.58	\$39.45	\$40.34	\$40.96
11	\$33.23	\$33.98	\$34.74	\$35.52	\$36.33	\$37.15	\$37.98	\$38.83	\$39.70	\$40.60	\$41.52	\$42.46	\$43.42	\$44.40	\$45.09
12	\$36.55	\$37.37	\$38.21	\$39.08	\$39.96	\$40.84	\$41.76	\$42.70	\$43.66	\$44.64	\$45.64	\$46.67	\$47.71	\$48.79	\$49.55

FY 2023 Shirley Clerical Wage Scale

GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
1	\$13.14	\$13.52	\$13.84	\$14.14	\$14.46	\$14.80	\$15.13	\$15.46	\$15.82	\$16.17	\$16.53	\$16.92	\$17.29	\$17.55	\$17.83
2	\$14.56	\$14.89	\$15.22	\$15.56	\$15.77	\$16.28	\$16.63	\$17.02	\$17.40	\$17.79	\$18.20	\$18.60	\$19.03	\$19.31	\$19.61
3	\$16.02	\$16.37	\$16.74	\$17.12	\$17.50	\$17.91	\$18.30	\$18.71	\$19.13	\$19.56	\$20.01	\$20.45	\$20.93	\$21.24	\$21.57
4	\$17.60	\$18.02	\$18.42	\$18.83	\$19.25	\$19.67	\$20.13	\$20.57	\$21.04	\$21.51	\$22.00	\$22.49	\$23.00	\$23.34	\$23.70
5	\$19.38	\$19.81	\$20.25	\$20.71	\$21.17	\$21.63	\$22.13	\$22.62	\$23.13	\$23.64	\$24.17	\$24.70	\$25.27	\$25.65	\$26.05
6	\$21.32	\$21.80	\$22.30	\$22.80	\$23.32	\$23.86	\$24.38	\$24.94	\$25.49	\$26.07	\$26.68	\$27.25	\$27.87	\$28.29	\$28.72
7	\$23.56	\$24.08	\$24.62	\$25.18	\$25.74	\$26.33	\$26.92	\$27.53	\$28.14	\$29.06	\$29.44	\$30.09	\$30.77	\$31.25	\$31.74
8	\$25.91	\$26.50	\$27.09	\$27.70	\$28.33	\$28.97	\$29.62	\$30.30	\$30.97	\$31.67	\$32.38	\$33.10	\$33.85	\$34.38	\$34.91
9	\$28.50	\$29.14	\$29.80	\$30.48	\$31.15	\$31.86	\$32.57	\$33.30	\$34.05	\$34.82	\$35.61	\$36.41	\$37.53	\$38.11	\$38.70
10	\$31.35	\$32.05	\$32.77	\$33.52	\$34.27	\$35.04	\$35.83	\$36.63	\$37.46	\$38.30	\$39.16	\$40.04	\$40.95	\$41.57	\$42.21
11	\$34.49	\$35.26	\$36.05	\$36.87	\$37.71	\$38.55	\$39.41	\$40.30	\$41.21	\$42.14	\$43.10	\$44.07	\$45.07	\$45.77	\$46.48
12	\$37.93	\$38.78	\$39.67	\$40.56	\$41.45	\$42.39	\$43.34	\$44.31	\$45.31	\$46.32	\$47.37	\$48.43	\$49.52	\$50.29	\$51.07