

GRAFTON MUNICIPAL
EMPLOYEES ASSOCIATION (GMEA)
AND
TOWN OF GRAFTON

Effective Date: July 1, 2014 to June 30, 2017

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1 **ARTICLE 1**

2
3 **RECOGNITION**

4 Pursuant to certification by the Massachusetts Labor Relations commission, following elections,
5 in Case No. MCR-3513 issued January 7, 1985 and July 18, 1991, the Town of Grafton (referred
6 to as the Employer or Town) recognizes Grafton Municipal Employees Association (GMEA)
7 (referred to as the Association) as the exclusive representative for purposes of collective
8 bargaining on behalf of the employees in the bargaining unit consisting of the following:

9 All permanent full-time and regular part-time municipal employees in the classifications of
10 Administrative Assistant, Office Manager, Specialist, Custodian, Dispatcher, Laborer/Light Truck
11 Driver, Heavy Truck/Equipment Operator, and Mechanic, excluding Board of Selectmen
12 Recording Secretary, Finance Committee Recording Secretary, Zoning Board of Appeals
13 Recording Secretary; Executive Assistant to the Board of Selectmen; Secretary to the Town
14 Administrator; Secretary/Bookkeeper to the Police Department; Library and School Department
15 Personnel; Assistant Treasurer/Collector; DPW Director; Highway Superintendent; Assistant
16 Highway Superintendent; Police Officers; Firefighters; and all casual, temporary, summer
17 and/or seasonal employees of the Public Works Department; and all Managerial and
18 confidential employees as defined by law.

19
20 The Employer and the Association having negotiated in good faith with respect to wages, hours,
21 standard of productivity and performance and other terms and conditions of employment,
22 hereby agree as follows:

23 **ARTICLE 2**

24 **AGENCY FEES**

25 Section 1.

26 Effective the ninetieth (90th) day following the beginning of employment, or the ninetieth (90)
27 day following formal execution of this Agreement, whichever is later, each Employee of the
28 bargaining unit who is not a member of the Association in good standing shall be required as a
29 condition of employment, to pay a monthly agency fee to the Association in an amount equal
30 to all chargeable items allowed by law. This article is agreed to pursuant to the authority of
31 General Laws, Chapter 150E, Section 12, which is incorporated herein by reference.

32 Section 2.

33 The Association agrees to indemnify and hold the Town harmless against any and all claims,
34 suits, or any other forms of liability, arising out of the deduction of money for agency fee
35 payments from an employee's pay. The Association assumes full responsibility for the
36 disposition of money so deducted, once it has been turned over to the Treasurer of the

1 Association, who will be required to provide such information to the Town Treasurer as
2 required by Chapter 180, Section 17(G) of the Massachusetts General Laws.

3 **ARTICLE 3**

4 **PAYROLL DEDUCTION OF ASSOCIATION FEES**

5 Section 1.

6 The Employer agrees to deduct from the wages of each Employee who authorizes the Employer
7 in writing to do so, such weekly dues and agency service fees as the Employee shall designate.
8 Such deductions shall be made for each weekly (or biweekly) pay period and shall be remitted
9 monthly to the Treasurer of the Association within (10) days of the deduction. A list with each
10 Employee's name and the amount deducted from the employee's earnings shall accompany the
11 remittance. The Employer will notify the Association if an Employee changes status from
12 Association dues deductions to an agency service fee.

13
14 Section 2.

15 The Employer shall notify the Secretary-Treasurer and the Steward(s) of the Association of the
16 name and address of any new employee hired to a position within the unit described in Article
17 1 above, within seven (7) days of hire.

18 Section 3.

19 The Association agrees to indemnify and hold the Town harmless against any and all claims,
20 suits, or any other forms of liability, arising out of the deduction of money for Association dues
21 from an employee's pay. The Association assumes full responsibility for the disposition of
22 money so deducted, once it has been turned over to the Treasurer of the Association, who will
23 be required to provide such information to the Town Treasurer as required by Chapter 180,
24 Section 17(A) of the Massachusetts General Laws.

25 **ARTICLE 4**

26 **COMPENSATION**

27 The parties agree to amend the wage schedule to provide the for the following base wage
28 increases:

29	July 1, 2014	1%
30	July 1, 2015	1.5%
31	July 1, 2016	2.5%

1 A wage schedule is included in Appendix B and is incorporated herein by reference. Two (2)
2 additional steps (steps 9 and 10) have been included in the wage schedule. Notwithstanding
3 the foregoing, in order to attract the most qualified candidates, the Town Administrator may
4 offer new employees a pay rate between two steps on the wage schedule based on
5 qualifications and prior experience of at least five (5) years in a similar job or related field. If so,
6 the employee may move to the next full pay step at the successful completion of their one-
7 hundred eighty (180) day probationary period and when all other applicable qualifications have
8 been met.

9 In order for an employee to move from one step to the next, the employee must:

- 10 1. have been in their current step for at least one year; and
- 11 2. have received at least a "satisfactory" rating on their most recent performance
12 evaluation.

13 All "Bookkeeper/Secretary" positions will now be referred to as "Administrative Assistant."
14 Additionally, two new titles, "Office Manager" and "Specialist," have been created. The wage
15 schedule for these positions will be two percent (2%) more than the Administrative Assistant
16 position, as shown in Appendix B. The determination of which employees will be classified as
17 Administrative Assistant versus Office Manager/Specialist will be based on criteria set forth by
18 the Town's consultant, including: independence, confidentiality, supervision, etc. The
19 determination of classification will be made by the employee, the employee's Department
20 Head and the Town Administrator or the Assistant Town Administrator.

21
22 Dispatchers will be paid at the same rate as Specialists/Office Managers as shown in Appendix
23 B.

24 The parties agree that the Town may implement a bi-weekly payroll upon written notice to its
25 employees of ninety (90) days, and provided the first month of implementation contains five
26 weekly pay periods.

27 **ARTICLE 5**

28 **NON-DISCRIMINATION**

29 Neither the Employer nor the Association shall discriminate against any Employee because of
30 race, color, sex, sexual orientation as defined by law, religion, age as defined by law, national
31 origin, disability, genetic information, military status, Association membership or non-
32 membership.

33
34
35

1 **ARTICLE 6**

2 **DEFINITIONS**

3 As used in this Agreement, the following words and phrases shall have the following meanings
4 unless a different construction is clearly required by the context or by the Laws of the
5 Commonwealth. As used in this Agreement, the words "he" and "she" and "his" and "hers" are
6 interchangeable.

7 "Appointing Authority"- The Town Administrator, Board of Selectmen, or other authority
8 empowered by statute, special act, or by-law to make appointments.

9 "Continuous Employment"- Employment uninterrupted except for required military service and
10 for authorized vacation leave, personal leave, sick leave, bereavement leave, court leave, or
11 other leave of absence authorized by the Town Administrator.

12 "Department"- Any department, board, committee, commission, or other agency of the Town
13 subject to this Agreement.

14 "Department Head"- The officer, board, or other body having immediate supervision and
15 control of a department.

16 "Regular Position"- Any position in the Town service which has required or which is likely to
17 require the services of an incumbent without interruption for a period of more than six
18 calendar months, either on a full-time or part-time employment basis.

19 "Regular Full-Time Position"- Any position in the Town service in which the incumbent is
20 regularly scheduled to work for not less than thirty-five (35) hours per week in a position that is
21 not temporary as defined below. Upon written approval of the Town Administrator, an
22 incumbent employee may work less than the customary hours for a period of time not to
23 exceed three (3) months without ceasing to be in a regular full-time position.

24 "Regular Part-Time Position" - Any position in the Town service in which the incumbent works
25 at least twenty (20) hours per week, but less than thirty-five (35) hours per week. Each
26 incumbent shall be entitled to benefits covered under this Agreement on a pro-rated basis. The
27 pro-ration of benefits under this article will occur on June 30th of each year based on the
28 average number of hours per week worked by a regular part-time employee for the preceding
29 fiscal year. The only hours counted are assigned work hours of the employee; not included are
30 incidental or scheduled overtime or extra hours worked.

31 "Probationary Employee" - See Article 9.

32 "Temporary Employees" - Any employee retained in a temporary position as defined below; or
33 any employee retained in a position in a class the title of which contains the adjective
34 "temporary"; or any employee hired on a temporary basis in a regular position.

1 "Temporary Position" - Any position in the Town service which is not permanent but which
2 requires the services of one incumbent for a period not exceeding either six months, or a
3 specific time period as authorized by the Town Administrator.

4 **ARTICLE 7**

5 **HOURS OF WORK**

6 A. Customary Work Week

7 The customary work week for all regular full-time office and clerical employees shall be a
8 minimum of 35 hours consisting of five (5) consecutive days out of seven (7). The work
9 week shall be Monday through Friday except in the Police Department which will be a seven
10 (7) day schedule, which may include Saturdays, Sundays, and holidays. Dispatchers shall be
11 allowed to bid on a specific shift and schedule by seniority when the Town chooses to fill a
12 vacancy; and on July 1 and January 1 of each year after posting for ten (10) days.

13 A regular, part-time employee shall be provided a minimum of thirty (30) days advanced,
14 written notice of any increase or decrease in his or her normal, weekly work hours unless
15 the employee submits a written waiver of such notice.

16 B. Customary Work Day

17 The customary work day for all regular full-time employees shall be seven (7) hours within a
18 twenty-four (24) hour period, with a one (1) hour unpaid lunch period. The customary work
19 day for all regular full-time office and clerical employees shall commence at 8:30 AM and
20 shall end at 4:30 PM.

21 A Department Head may change an employee's work day at an employee's request
22 provided the request is in writing and receives the prior, written approval of the Town
23 Administrator.

24 The work day for each part-time employee shall be that agreed upon by the Department
25 Head and the employee, subject to the written approval of the Town Administrator.

26 Any employee who works at least five (5) consecutive hours in twenty-four (24) hour period
27 shall be entitled to one fifteen (15) minute rest period. Any employee who works six (6) or
28 more consecutive hours in a twenty-four (24) hour period shall be entitled to a one (1) hour
29 unpaid lunch period.

30 The Town agrees to fully vet the possibility of extending work hours on Tuesday evenings
31 until 7:30 pm and closing on Friday afternoons at 12:30 pm.

32 The Police Department shall schedule eight (8) Dispatcher's Shifts as follows:

- 33 • 7:00 AM — 3:00 PM

- 1 • 3:00 PM — 11:00 PM
- 2 • 11:00 PM — 7:00 AM

3 and one additional shift as follows:

- 4 • 11:00 PM — 7:00 AM 2 days/week
- 5 • 7:00 AM — 3:00 PM 1 day/week
- 6 • 3:00 PM — 11:00 PM 2 days/week

7 Dispatchers shall be allowed to bid shifts every four months to coincide with the bidding of
8 shifts for police uniform personnel.

9 Dispatcher alternative work schedule: Three (3) full-time Public Safety Dispatchers shall
10 work a minimum of 40 hours consisting of five (5) consecutive days out of seven (7). The
11 work week for Public Safety Dispatchers shall be Monday through Friday. (Except that the
12 "late shift" dispatcher shall commence said work week at 11:00 pm on Sunday evening.) The
13 Town shall utilize three (3) permanent part-time Public Safety Dispatchers on Saturday and
14 Sunday. The above shall be contingent upon the elimination of one (1) full-time dispatcher
15 through attrition — no full-time dispatcher will be laid off to accomplish this.

16

17 The Custodian's shift shall include one or more of the following:

- 18 1. 8:00 AM — 4:30 PM Daily
- 19 2. 2:30 PM — 11:00 PM M-TH
- 20 3. 12:30 PM — 9:00 PM Friday

21 with a one-half (1/2) hour unpaid lunch period.

22 The customary work day for Highway Department personnel shall be 7:00 AM to 3:30 PM
23 with a one-half (1/2) hour unpaid lunch period. All break and lunch periods of Highway
24 Department personnel shall commence at the time work ceases at the job site and be
25 concluded when the employee resumes work at the assigned job site. It is the intention of
26 this paragraph to ensure that the employees perform no work during the break, but that all
27 travel time shall be done on the employee's break or lunch period time.

28 In order to allow for additional time off before or after storm periods, the Highway
29 Superintendent or his designee may, with the agreement of the employee(s), alter the
30 customary work day for Highway Department personnel.

31 C. Overtime

32 Any regular hourly employee, whose customary work week is 35 hours, required to work in
33 excess of seven hours in any one day or 35 hours in any one week, shall receive straight-

1 time pay for the eighth hour in any one day, or any hours worked between 35 and 40 hours
2 in any one week, or may be given time off for the actual number of hours worked.

3 Any employee required to work in excess of eight hours in any one day or 40 hours in any
4 one week, shall receive overtime pay at a rate based on one and one-half times their
5 regular rate of pay, or may be given compensatory time off equal to one and one-half times
6 the hours worked.

7 Employees shall not accumulate more than 40 hours of compensatory time, except DPW
8 and Dispatcher who may accumulate up to 60 hours of compensatory time, nor shall
9 compensatory time be cumulative from one fiscal year to the next. All leave periods, with
10 the exception of sick leave, shall be included in computing overtime.

11 Should an accident occur on the way to work after being called in inclement weather, the
12 Town agrees to submit all claims related to such incidents to our insurance provider for
13 review and payment. The Town will advocate for coverage for the employee when
14 appropriate.

15 The Town will provide a meal to snow plow drivers after eight (8) hours of straight plowing
16 and an additional meal every four (4) hours thereafter. The meals will either be provided at
17 the DPW facility or employees will receive an \$8.00 per diem per meal.

18 D. Pre-Shift and Post-Shift Work

19 Any regular full-time hourly employee required to work in scheduled hours before the
20 beginning of his normal shift, or required to remain after the end of his normal shift, shall
21 be paid pursuant to paragraph (c) for those hours actually worked before the beginning or
22 after the end respectively, of his or her normal shift. Any regular full-time employee who is
23 called in to work unscheduled hours will be paid a minimum of four (4) hours above and
24 beyond his regularly scheduled hours; provided the four (4) hour minimum does not merge
25 with the beginning or end of the employee's shift. Regular employees who also perform the
26 duties of a recording secretary to a board, commission or committee shall as a condition of
27 employment perform those duties at night if so required. Said employee shall be paid a
28 guarantee of one (1) hour's time.

29 Notwithstanding any provision to the contrary, Dispatchers shall not receive call back
30 compensation in accordance with this Article when recalled to attend Police Department
31 meetings. In lieu of such compensation, employees shall receive eight (8) hours of
32 compensatory time for each two (2) Police Department meetings attended.

33
34 E. Private Work

35 No employee shall be required on other than a voluntary basis, on mutually agreeable
36 terms and conditions, to perform private work not relating to Town work for the
37 employee's supervisor.

1 Nothing in the collective bargaining agreement shall be interpreted as authorizing such non-
2 Town work during Town working hours.

3 F. Laborer/Light Truck Drivers will be on call or be available for work during snow and ice
4 control operation in the same manner as all other Heavy Truck Drivers/Equipment
5 Operators.

6 **ARTICLE 8**

7 **NEW HIRES**

8 **A. Filling of Vacancies**

- 9 1. No position subject to this Agreement shall be filled (other than emergency hires
10 and other specified exceptions) until such vacancy has first been posted for seven
11 (7) consecutive work days on the Municipal Center bulletin board and in the
12 offices of the department where the vacancy occurs. Such posting shall contain
13 the title, duties, qualifications and compensation of the position to be filled.

14 Employees in the bargaining unit will signify their desire to be considered for any such
15 posted vacancy by submitting a written form to be provided by the Town
16 Administrator, said form to be submitted by the employee no later than seven (7)
17 working days from the first day of the posting.

18 The Town may select any employee submitting a form for the position vacancy, and,
19 in so doing, it shall consider an employee's seniority in the bargaining unit. If the Town
20 does not select an employee submitting a form for the position on the basis that the
21 employee is not qualified for the position, within five (5) work days, the Town
22 Administrator shall provide such employees with a written statement of reasons for
23 his/her non-selection. The written statement of reasons for non-selection shall be
24 placed in the employee's personnel record. If any employee believes that the written
25 reasons for his/her non-selection are unfounded, he/she may file a grievance
26 commencing with Step 2 of Article 15 of the Agreement.

27 Notwithstanding the foregoing, if a vacancy occurs in the position of dispatcher in the
28 Town's Police Department, the Town Administrator may post the vacancy
29 immediately and shall notify a Steward of the Association. Any bargaining unit
30 member who meets the following training and holds the following certifications: (a)
31 911 equipment and basic telecommunications training, (b) CPR/AED certification and
32 (c) Emergency Medical Dispatch certification will be guaranteed an interview for the
33 vacant position.

- 34 2. Application Form – Applications for employment shall be made on the Town's approved
35 application form.
36

- 1 3. Physical Examination – All prospective new employees shall be made a conditional offer
2 of employment, subject to passing a physical examination, commensurate with the
3 duties they are to perform. If such an examination is conducted, it shall be paid for by
4 the Employer. The Town physician shall certify to the department head that the new
5 employee is capable of performing the duties of the position with or without reasonable
6 accommodation, and shall maintain the medical records confidentially.
7
- 8 4. New-Hire – All employees shall be hired at the minimum step within the grade unless
9 prior experience or market conditions in the Town Administrator’s discretion, warrants
10 hiring at a higher step within the grade.
11
- 12 5. No employee may apply to transfer to another department while still serving a
13 probationary period as specified under Article VIII of the Agreement.
14
- 15 B. 6. Employees that transfer to another position under this Article shall be subject to a 30
16 day probationary period following the employee’s first day actually worked at the new
17 position. Employees subject to this Article shall accrue and be eligible for all benefits
18 provided for in this Agreement. An employee who fails to perform in a satisfactory manner
19 in their new position in the sole opinion of the Town shall be returned to his or her former
20 position and rate of pay. If the former position is not vacant then that person shall be
21 discharged or “bumped back” to his or her former position and rate of pay. This “bumping
22 back” shall continue until such time as all affected employees have been placed into their
23 former positions and rates of pay.
- 24 C. Emergency Hires
- 25 1. In an emergency, the Department Head may authorize the hiring of temporary
26 employees necessary to prevent interruption of Town services essential to the health,
27 safety, and welfare of the citizens of the Town. Said temporary hire which shall be
28 subject to the provisions of Section A above, shall not exceed one week without the
29 prior approval of the Town Administrator.
- 30 D. Temporary Hires
- 31 1. Subject to funding, a Department Head, without prior approval of the Town
32 Administrator, may hire temporary employees to replace regular employees who are on
33 an authorized extended leave of absence. Within one week of the start date of the
34 temporary employee, the Department Head shall notify the Town Administrator of the
35 need and anticipated duration of such hiring. Any extension beyond one week shall be
36 subject to the prior approval of the Town Administrator.
- 37 2. The Department Head shall also certify to the Town Accountant the nature and duration
38 of the emergency hiring before any remuneration shall be made.
- 39 3. Temporary employees shall not be eligible for any employee benefits.

1 E. Promotions

2 1. The parties recognize that the decision to hire or promote at all is a matter of inherent
3 managerial policy and rests exclusively with the Appointing Authority. For the purpose
4 of serving the best interest of the Town and to provide adequate incentive to potential
5 candidates for promotion, if a decision to hire or promote is made, the Employer agrees
6 to observe the procedures set forth in paragraphs A, B and C above in the matter of
7 promotions, and seniority on promotions shall be treated in accordance with Article 12.

8 F. Higher Classification

9 1. If a regular employee is assigned by the Town Administrator, or his/her designee, the
10 duties of a higher classification grade, within or without the bargaining unit, for five (5)
11 or more days, he/she shall be paid at the higher classification grade, at the step next
12 higher than his/her current rate.

13 2. In the event a Laborer/Light Truck driver is assigned to operate a heavy truck requiring a
14 CDL license he will be paid the rate of a Heavy Truck Driver/Equipment Operator for the
15 hours so assigned.

16 G. Reclassification

17 1. If a regular employee is reclassified or promoted to a higher classification grade, he shall
18 enter it at the minimum step of the range of the classification grade, or at the step rate
19 above his present rate, whichever is higher.

20 **ARTICLE 9**

21 **PROBATIONARY EMPLOYEES**

22 Section I.

23 Each newly hired employee shall serve a one hundred and eighty (180) day probationary period
24 following the employee's first day actually worked for the Employer. The probationary
25 employee is not eligible for any benefits other than health and life insurance, holiday and jury
26 duty pay in accordance with Article 16 and 22 respectively and state statute, and bereavement
27 leave in accordance with the terms of Article 20.

28 Section 2.

29 During the probationary period an employee is not entitled to use vacation or personal or sick
30 leave or bid for any position vacancies in accordance with Article 7, provided however, that
31 such benefits may be earned during the probationary period in accordance with the terms of
32 Articles 17, 18 and 19, but that the entitlement to such benefits shall not vest in the employee
33 until and unless the employee successfully completes the probationary period.

1 Section 3.

2 Notwithstanding any other provision of this agreement or any other provision of any other
3 statute, bylaw, ordinance, rule or regulation, during such probationary period, and during any
4 extension of same should the employer determine that the probationary period shall be
5 extended, the Town Administrator may remove or decline to reappoint the employee without
6 any statement of reasons or hearing. Should the Town Administrator, in his/her discretion,
7 afford the employee a hearing, the nature of the hearing shall be determined by the Town
8 Administrator, and his/her decision shall be final and binding, and shall not be subject to the
9 grievance procedure of the agreement. Further, should the Town determine that the
10 probationary period be extended, such decision shall not be subject to the grievance
11 procedure.

12 Section 4.

13 Probationary employees are not covered by the just cause provision of this Agreement.

14 **ARTICLE 10**

15 **TEMPORARY EMPLOYEES**

16 Temporary employees as defined in Article 6 of this Agreement and Article 21 of the Town's
17 Personnel By-law are not members of the employee bargaining unit covered by this Agreement.
18 Nothing in this Agreement shall be deemed to limit the Town's employment and use of such
19 temporary employees in accordance with the terms of the Personnel By-law.

20 **ARTICLE 11**

21 **ASSOCIATION STEWARD**

22 The Steward shall be appointed by the Association from among those Employees covered by
23 the Agreement. The Association shall supply the Employer with written notice of the identity of
24 the Association Steward immediately after the Steward's designation and shall keep the
25 Employer apprised in timely fashion of any changes with regard to the identity of the Steward.
26 It is understood that the Steward's duties and functions shall be set by the Association;
27 provided, however, that said Association activities shall not interfere with the performance of
28 the Steward's employment duties or those of other employees.

29 The permission of the Department Head shall be sought in advance by the Steward for any
30 substantial Association activity during work hours, and such permission shall not be
31 unreasonably withheld, provided the activity does not interfere with the Steward's employment
32 duties or those of other employees.

33 In the event the Steward cannot fulfill his/her duties, the Association may appoint a temporary
34 or acting Steward.

ARTICLE 12

SENIORITY

1. Definition

For the purposes of this contract, seniority shall be defined as the length of continuous, uninterrupted service with the Town at the Municipal Center, Police Department, Fire Department, Highway Department, or Council on Aging. Seniority shall be acquired by an employee after completion of his one hundred and eighty (180) days probationary period, at which time seniority shall be retroactive to the first day of employment actually worked by the employee at the Municipal Center, Police Department, Fire Department, Highway Department, or Council on Aging.

2. Accumulation

Seniority shall accumulate for an unlimited period of time while an employee is on authorized absence, while in full pay status or disability. Seniority shall accumulate for not more than twenty-four (24) months during layoff.

3. Break in Seniority

Seniority shall be broken when an employee (a) terminates voluntarily, (b) is not rehired, (c) is discharged, (d) exceeds an authorized leave of absence, or (e) is laid off for a period in excess of twenty-four(24) consecutive months.

4. Vacations, Job Bidding, Recall

For vacation assignments, seniority shall prevail by departments in case of conflicts. In the event of recall from layoff, the Town shall determine in which position category (i.e. classification) an employee shall be recalled, then, with respect to each position category, the employee, with the most seniority shall be recalled first and the employee with the least seniority recalled last. In cases of shift assignments for dispatchers, seniority by departments shall be the determining factor provided the employee is qualified for the position. In cases of job bidding, seniority by department shall be a determining factor along with and equal to qualifications, ability and past performance.

5. Posting and Seniority List

A seniority list of all employees covered by this Agreement showing name, position and date of first day of employment at the Municipal Center, Police Department, Fire Department, Highway Department and Council on Aging will be posted promptly on appropriate bulletin boards, accessible to all affected employees. The roster will be revised and posted on the respective bulletin boards on July 1 of each year and will be open to review and protest by the Association for a period of thirty (30) days thereafter. Upon the filing of a protest, the Town will research the issue in dispute, provide the Association with

1 the results of its research and, if appropriate, change the seniority list. Once the seniority
2 list has been circulated and no protest has been made or a protest has been made,
3 researched and corrected, if appropriate, the list may not be challenged again on the same
4 grounds after being republished in subsequent years.

5 **ARTICLE 13**

6 **MANAGEMENT RIGHTS**

7 The Employer shall not be deemed to be limited in any way by this agreement in the exercise of
8 its regular and customary functions and prerogatives except as expressly modified by this
9 Agreement. The Employer reserves and retains all powers, authority, and prerogatives not
10 expressly abridged or modified by this Agreement, including, by way of example, the right (a) to
11 direct employees, (b) to hire, promote, assign, retain employees in positions, to suspend,
12 discharge, or take other disciplinary action against employees, (c) to maintain the efficiency of
13 the operation, (d) to determine the methods, means, and personnel by which such operations
14 are to be conducted, (e) to consolidate positions, layoff or reduce the work hours of employees
15 for lack of funding or work and reassign employees and duties provided any layoff or reduction
16 in work hours of employees is accomplished in accordance with Article 32 of this Agreement,
17 and (f) to take whatever action may be necessary to carry out the mission of the Employer.
18 Upon the request by the Association, the Town agrees to meet and confer with the Association,
19 prior to taking action relative to the consolidation of positions, layoffs, reduction in hours or
20 reassignment of duties, provided that such Agreement shall not in any way limit the Town's
21 reservation of absolute discretion regarding the before mentioned actions relating to
22 consolidation of positions, layoffs, reduction in hours and reassignment of duties and shall not
23 require the Town to bargain to impasse as a condition precedent to any such action.

24 The assignment of work sites including the change of work sites for custodial staff shall be
25 permitted from time to time after conferring with the Association. It is agreed if a custodial
26 employee leaves through his/her own volition, the Town has the right to contract out these
27 duties.

28 The Employer shall not be deemed to be limited in any way, either by this agreement or any
29 past practice, in (a) its use of seasonal or temporary employees, drivers or equipment operators
30 or (b) its use of subcontractors, contractors or other outside agents or employees.

31 Should the Employer contract or subcontract out any work currently performed by unit
32 employees, no elimination of jobs, layoffs, or reduction in regularly scheduled hours will result.

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1 **ARTICLE 14**

2 **DISCIPLINE OR DISCHARGE**

3 The Town shall have the right at any time to adopt reasonable rules and regulations. All
4 employees shall be subject to such rules and regulations. In enforcing such rules and
5 regulations, the Town has the right to discharge, discipline or suspend for just cause only.

6 The form of discipline will include the following:

7 Step 1. Oral warning from Department Head to employee with Steward present.

8 Step 2. Written warning from Department Head to a.) employee, b.) Steward, c.)
9 Town Administrator, d.) Association Business Representative.

10 Step 3. Suspension with written notice routing as in (2) above.

11 Step 4. Discharge in writing as in (2) above.

12 The parties recognize that the gravity of any individual incident may require immediate action
13 at any level in appropriate cases. The just cause provisions of this article apply only to
14 permanent employees.

15 In the event of a proposed termination or suspension of a permanent employee, the appointing
16 authority or his/her designee shall conduct an informal hearing. At the informal hearing, the
17 appointing authority or his/her designee or representative shall ensure that the employee be
18 given notice of the charges against him or her, notice of the contemplated action and a
19 summary of the evidence supporting the charges. The appointing authority or his/her designee
20 shall also give the employee the opportunity to respond to the allegations against him or her.

21 **ARTICLE 15**

22 **GRIEVANCE PROCEDURE**

23 A 'grievance' is defined as a dispute regarding an alleged violation of an express provision of
24 this Agreement. The grievance shall cite which article of the Agreement is alleged to be
25 violated, and shall be processed under the following procedures:

26 Employees covered by this Agreement may, at their discretion, with or without the Association
27 Steward, discuss a potentially-grievable issue with their immediate supervisor in order to settle
28 a dispute. Employees may at their discretion, also choose to be assisted by a Association
29 representative in drafting and/or presenting a grievance to the employer, and at Step 3 not
30 more than two (2) Association representatives may so assist. If the employee does not ask for
31 active Association representation, one (1) Association representative shall have the right to be
32 present for the purpose of observing the conference or meeting at which the grievance is
33 presented.

1 Step 1. Within 10 working days of the event giving rise to the grievance, or within 10 working
2 days of the time when the Association or the employee should have reasonably known of its
3 occurrence, whichever is later, the Association or the employee so aggrieved shall file the
4 grievance in writing, on a form approved by the Association, with their immediate supervisor or
5 department head, whichever is applicable. The supervisor shall meet with the Association and
6 the aggrieved employee and respond in writing within 10 working days of the filing of the
7 grievance.

8 Step 2. If the grievance is not settled at Step 1 or within 10 working days of the deadline for the
9 response by the supervisor, the Association or the employee may submit the grievance in
10 writing to the Town Administrator. The Town Administrator shall meet with the Association and
11 the aggrieved employee, and respond in writing within 10 working days of the date the
12 grievance was filed with the Town Administrator.

13 Step 3. If the grievance is not settled at Step 2 or within 10 working days of the deadline for the
14 response by the Town Administrator, the Association or the employee may submit the
15 grievance in writing to the Board of Selectmen. The Board of Selectmen shall meet with the
16 Association and the aggrieved employee at its next regularly-scheduled meeting following the
17 date of the receipt of the grievance in the office of the Board of Selectmen. The Board of
18 Selectmen shall respond in writing within 14 calendar days following the date of the meeting of
19 the Board at which the grievance was heard. The implementation of this Section shall be
20 consistent with the authority of the Town Administrator per the Town Charter.

21 The parties may, by mutual agreement, agree to extend any time limits stipulated in the above
22 procedure.

23 **ARTICLE 16**

24 **HOLIDAYS**

25 All regular employees in benefit status shall be allowed the following twelve (12) legal holidays
26 with pay: New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day,
27 Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after
28 Thanksgiving, and Christmas Day. Christmas Eve shall be observed as a paid holiday only when it
29 falls on a Monday through Friday, provided employees shall only be eligible for overtime
30 compensation if they are required to work after the end of their regularly scheduled work day.
31 Dispatchers who are working will receive no additional compensation for this day. When one of
32 the foregoing falls on a Sunday, the holiday will be observed the following Monday. When one
33 of the foregoing falls on a Saturday, the holiday will be observed on the preceding Friday.

34 An employee shall be in full pay status on the preceding and following scheduled work day of
35 the holiday in order to qualify for holiday pay.

1 Whenever it is practical without impairing the performance of any essential service in a Town
2 department or project, employees excluding dispatchers, should be excused from all duty
3 during a legal holiday without loss of pay.

4 Whenever it is impractical to give time off on a legal holiday to a regular employee, except
5 dispatchers because of the necessity of continuing essential services to a Town department or
6 project; the employee may be given compensatory time off at the convenience of the
7 Department Head. Otherwise, the employee will be paid time and one-half (1-1/2) for the hours
8 worked on the holiday in addition to his regular pay, with exception of Christmas Day; the
9 employee will be paid double time for the hours worked on Christmas Day in addition to his
10 regular pay. Dispatchers shall receive pay at their regular, straight time rate of pay for hours
11 actually worked on a holiday in addition to the holiday pay in the following paragraph.

12 Subject to the above, each regular full-time dispatcher shall receive a check in the month of
13 June for six (6) paid holidays and a check in the month of December for six (6) paid holidays,
14 except in those instances where a dispatcher had a duty assignment on the day of a holiday,
15 and failed to report for duty for reasons of sickness or for any other authorized or unauthorized
16 leave of absence.

17 A dispatcher on authorized sick leave on a legal holiday, who has accumulated sick leave
18 available, will be paid sick leave for the holiday, and such pay shall be charged against such
19 accumulated sick leave. The dispatcher shall receive no holiday pay.

20 Nothing in this Article is intended to supersede the laws of the Commonwealth of
21 Massachusetts.

22 **ARTICLE 17**

23 **VACATION**

24 Vacation leave is earned in one fiscal year — July 1 to June 30 — of continuous full or part-time
25 employment, to be taken in the following fiscal year. The exact time period shall be determined
26 by mutual agreement between the employee and his department head with consideration
27 given to the employee's preference, and pursuant to Article 12 of this Agreement. Any regular
28 employee who has successfully completed his six-month probationary period shall be entitled
29 to vacation leave with pay according to the following:

30	<u>Length of Service</u>	<u>Vacation Allowance as of July 1</u>
31	• One (1) year but less than five (5) years	10 days
32	• Five (5) years but less than ten (10) years	15 days
33	• Ten (10) years but less than twenty (20) years	20 days
34	• Twenty (20) or more years	25 days

1 Employees shall receive their third (15 days); fourth (20 days) weeks and fifth (25 days) weeks
2 of vacation in the fiscal year following their anniversary date. An employee's hire date will be
3 used to determine the rate at which leave is accrued. During the fiscal year in which the
4 employee reaches their fifth, tenth, and twentieth year anniversaries with the Town, additional
5 leave will be prorated at a rate of .5 days per month, with a maximum of five (5) full working
6 days, for each full month remaining in the fiscal year beyond the anniversary date to be taken
7 once accrued or in the ensuing fiscal year.

8 Notwithstanding the foregoing, in order to attract the most qualified candidates, the Town
9 Administrator may offer new employees additional vacation days based on qualifications and
10 prior experience in a similar position in which they are being hired by the Town, unless
11 otherwise agreed to by the Association and Town. New hires with at least five (5) years but less
12 than ten (10) years experience may receive up to, but not more than, fifteen (15) days of
13 vacation; new hires with at least ten (10) years of experience may receive up to, but not more,
14 than twenty (20) days of vacation.

15 Vacation leave is not cumulative from year to year, except upon the written approval of the
16 Town Administrator in cases where an employee's vacation is cancelled to meet an emergency
17 or offset a critical personnel shortage. The Town Administrator may, in his/her sole discretion,
18 also authorize a carryover of not more than ten (10) days.

19 Any regular employee shall be granted an additional day of paid vacation leave if while on
20 vacation a holiday listed in Article 16 occurs.

21 Any regular employee who has successfully completed the probationary period, but who has
22 been employed for less than 12 months as of July 1, shall be eligible for a vacation leave
23 allowance at the rate of one paid vacation day for each completed calendar month of
24 continuous employment in the prior fiscal year, not to exceed ten (10) days.

25 Upon the death of any employee, the Town shall pay to the employee's beneficiary an amount
26 equal to the employee's accrued vacation allowance, up to the date of his/her death.

27 **ARTICLE 18**

28 **PERSONAL LEAVE**

29 Each regular employee is entitled to receive paid personal leave to conduct personal business
30 not to exceed four (4) days in any one fiscal year. Requests for personal leave must be made in
31 writing to the department head not later than two (2) days prior to the leave date, except in
32 case of emergency. The approval of the request by the department head is discretionary, but
33 shall not be unreasonably denied. Personal leave days are not cumulative from fiscal year to
34 year. Personal leave may be taken in minimum increments of one (1) hour.

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1 **ARTICLE 19**

2 **SICK LEAVE**

3 Each regular employee covered under this Agreement shall be entitled to sick leave with full
4 pay in accordance with the following provision:

- 5 1. Each regular full-time employee shall accrue sick leave at the rate of one and one-
6 quarter (1-1/4) days for each month of paid employment, cumulative to a maximum of
7 one hundred fifty (150) days.
- 8 2. Each regular part-time employee will earn sick leave on a pro-rated basis at the rate of
9 one and one-quarter (1-1/4) days for each month of continuous paid part-time
10 employment cumulative to a maximum of one hundred fifty (150) days.
- 11 3. Probationary employees are eligible to accrue sick leave from their first day of
12 employment, but are not permitted to utilize this accrued sick leave until the
13 probationary period has been successfully completed. Any absence by reason of illness
14 during the probationary period shall be considered leave without pay.
- 15 4. Sick leave shall not accrue to any employee for any month in which he has been absent
16 due to illness, injury, or leave absence for more than 20 consecutive working days.
- 17 5. Sick leave shall be granted under these provisions for the following reasons only:
- 18 a. Personal illness or physical incapacity to such an extent as to be unable to perform
19 the duties of the position.
- 20 b. Attendance upon members of the family of the employee, whose illness requires
21 the care of such employee, provided that not more than five (5) working days with
22 pay shall be granted to such employee for this purpose in any one (1) fiscal year,
23 and not to exceed earned sick leave available. After five (5) working days, eligible
24 employees may utilize leave under the federal Family Medical Leave Act (FMLA).
- 25 c. Enforced quarantine when established and declared by the Board of Health or
26 other jurisdictional agency for the period of such quarantine only, and not to
27 exceed earned sick leave available.
- 28 6. An employee shall notify the appropriate supervisor of their inability to report for duty
29 at or prior to the beginning of a work day. Any employee who is absent from work by
30 reason of illness for three (3) consecutive days shall be required to submit to the
31 department head a physician's certificate certifying that the employee is not able to
32 work due to illness or injury. The Department Head may, if there is reasonable doubt
33 that the employee's use of sick leave is not consistent with the purposes of sick leave,
34 request a physician's certificate.

- 1 7. Any employee whose accrued sick leave has been depleted, and whose personal illness
2 extends beyond the period noted above may be granted an unpaid leave of absence at
3 the discretion of the Town Administrator, or as required by law.
- 4 8. Notification of the number of accumulated sick leave days shall be given annually to
5 each employee at the beginning of each fiscal year.
- 6 9. An employee receiving Worker's Compensation may use accumulated sick leave to
7 supplement the difference between the amount of the Worker's Compensation and the
8 employee's regular wages, until any such sick leave allowance is depleted. This article
9 shall be subject to the limitations set forth in M.G.L., Ch. 152, Section, 69.
- 10 10. Sick leave may be taken in increments of one-half (1/2) hour.
- 11 11. An employee who retires in accordance with Chapter 32 of the Massachusetts General
12 Laws after reaching the age of fifty-five (55) shall receive a lump sum retirement bonus
13 equal to thirty-three (33%) percent of his/her accumulated sick leave at the time of
14 retirement up to an amount not to exceed forty (40) days' pay. This provision is in effect
15 only when an employee notifies the Town Administrator in writing of his/her date of
16 retirement prior to January 1-, immediately preceding the fiscal year in which the date
17 of retirement will occur.
- 18 12. This Agreement shall at all times be consistent with provisions of the federal Family
19 Medical Leave Act of 1993 (FMLA), as amended, the Massachusetts General Law
20 Chapter 149, Section 52C, the "Small Necessities Leave Act." This Agreement is intended
21 solely to recognize the provisions of the Family Medical Leave Act and the Small
22 Necessities Leave Act, rather than create any additional rights or remedies.
- 23 13. An employee who uses no sick leave for a period of 182 consecutive days shall receive
24 an incentive of one (1) personal day to a maximum of two (2) days per fiscal year.

25 **ARTICLE 20**

26 **BEREAVEMENT LEAVE**

27 In the event of a death in the immediate family, each regular employee is entitled to receive
28 paid bereavement leave not to exceed three (3) consecutive days. Such leave shall not be
29 charged to sick leave or vacation leave, and is not cumulative from fiscal year to year. The term
30 "immediate family" is defined as: spouse, child, including step-child, significant Other, parent,
31 including stepparent and foster parent, sister, brother, mother-in-law, father-in-law, brother-in-
32 law, sister-in-law, grandparent, grandparent-in-law, grandchild, aunt and uncle, and shall have
33 no other meaning within the terms of this Agreement. Additional bereavement leave of two (2)
34 additional days may be granted at the discretion of the Town Administrator, in the event of the
35 death of a spouse, child, or parent, which shall be deducted from accumulated personal leave,

1 sick leave, or vacation leave. Upon the death of a Grafton Town Employee, a maximum of 2
2 hours of paid leave will be allowed for town employees who wish to attend the funeral.

3 **ARTICLE 21**

4 **MATERNITY LEAVE**

5 A female employee, who has successfully completed her probationary period, shall be granted
6 an eight (8) week maternity leave without pay, for the purpose of giving birth to a child, the
7 adoption of a child under eighteen (18), or the adoption of a person under the age of 23 who is
8 mentally or physically disabled. Male employees are permitted to take leave under this Article
9 in the case of adoption. The employee must give at least a two (2) week notice of her intended
10 departure date and intention to return to her position.

11 Such employee, provided she has complied with the paragraph above, shall be entitled, at the
12 conclusion of her maternity leave, to return to work at her previous or similar position with the
13 same status she held as of the date her maternity leave commenced unless, during the period
14 of her maternity leave, other employees with equal length of service and status in the same or
15 similar positions have been laid off due to changes in economic or operating conditions;
16 provided, however, that such employee on maternity leave shall retain any preferential
17 consideration for another position to which she may be entitled as of the date of her leave.

18 An employee on maternity leave may use her accrued sick leave or other accrued annual leave.
19 If she has no accrued leave available or her accrued leave expires, she may apply for a leave of
20 absence under Article 24 of this Agreement. Under said Article 24, vacation and sick leave shall
21 not accrue. Male employees are permitted to take leave under this Article in case of adoption.

22 Nothing in this Article 21 is intended to create benefits beyond the scope of G.L. c. 149, § 105D.

23 **ARTICLE 22**

24 **JURY DUTY**

25 An employee who shall be required to serve on a jury on days he is scheduled to work, in
26 accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her
27 regular wages for the first three (3) days or part thereof, of such juror service, at his regular
28 straight time. For fourth and subsequent days of such juror service, the employee shall be paid
29 the difference between the amount received as juror compensation and the employee's regular
30 straight time wages.

31 An employee required to serve on any federal jury on days he is scheduled to work, shall be
32 paid the difference between the amount paid for juror service and the employee's regular
33 straight time rate.

34 An employee seeking compensation in accordance with this section shall notify the department
35 head after receipt of the notice of selection for jury duty, and shall furnish a written statement

1 to the Town showing dates of juror service, time served, and the amount of juror compensation
2 received.

3 **ARTICLE 23**

4 **MILITARY LEAVE**

5 Military leave will be provided in accordance with state and federal law.

6 **ARTICLE 24**

7 **LEAVE OF ABSENCE**

8 After one year of continuous service, the Town Administrator, upon the recommendation of the
9 department head, may, in his/her sole discretion, grant regular employees an unpaid leave of
10 absence of up to one month in length. Requests for an unpaid leave of absence shall be
11 submitted in writing to the Town Administrator with the recommendation of the department
12 head attached; he/she shall respond in writing within fourteen days of receipt of the request. If
13 the leave extends beyond 30 days, the employee may remain on the town's group health
14 insurance premium to the extent permitted by COBRA. Seniority as defined within this
15 Agreement shall not be broken by an unpaid leave of absence and will continue to accrue
16 during said unpaid leave. Employees on an unpaid leave of absence shall not be eligible to
17 receive holiday, vacation, sick leave, personal or bereavement leave and/or pay during the
18 period of the unpaid leave of absence.

19 All accumulated Personal and Vacation leave shall be exhausted before application is made for
20 an Unpaid Leave of Absence.

21 An unpaid Leave of Absence shall not be required in those instances when an employee is in
22 non-pay status as the result of the exhaustion of all accumulated sick leave when such non pay
23 status is less than three (3) days. If the employee fails to return to full duty after the leave
24 expires, it shall be considered a voluntary resignation effective the last day of the employee's
25 leave.

26 **ARTICLE 25**

27 **LONGEVITY**

28 Any employee hired before January 1, 1996 who reaches 15 years of continuous service from
29 their anniversary shall receive, beginning in the following fiscal year, an additional increase in
30 pay of five percent (5%) above the maximum base pay of their appropriate grade and step. Any
31 employee hired on or after January 1, 1996 who reaches 15 years of continuous service from
32 their anniversary shall receive, beginning in the following fiscal year, a longevity payment of
33 \$1500.

34 **ARTICLE 26**

- 1 B. Superior Court or any other official governmental board of agency, 1-1/2 times his
2 hourly rate for the first two (2) hours and straight time thereafter, but not less than five
3 (5) hours for each attendance.
- 4 C. Employees shall be reimbursed for using their private motor vehicle for any in-court
5 appearance: the reimbursement shall be the maximum amount allowed by the IRS. The
6 beginning point of departure and point of return is the Grafton Police Station.

7 **ARTICLE 28**

8 **CLOTHING ALLOWANCE**

9 Each full-time Highway Department employee shall be provided by the Employer foul weather
10 gear consisting of two (2) sets of raingear, one (1) pair of rubbers, one (1) pair of rubber boots,
11 and one (1) pair of rubber gloves. All foul weather gear shall remain at the Highway Barn when
12 not in use during the work day.

13 Each full-time custodian shall be provided with four sets of work pants and work shirts. Each
14 part-time custodian shall be provided with two sets of work pants and work shirts. The wearing
15 of the uniform shall be mandatory.

16 Each full-time custodian and inspector shall be provided by the Town foul weather gear
17 consisting of one (1) winter coat, one (1) winter hat, and one (1) pair of gloves. The design,
18 colors and logo shall be determined by the Town. The Town agrees to provide each full-time
19 custodian and inspector with a stipend in the amount of one hundred (\$100.00) dollars for the
20 purchase of a pair of work boots annually. The employee will provide to the Town a receipt for
21 the purchase of the work boots which will be used as the basis of reimbursement for the full
22 cost of the purchase up to the annual allowance.

23 Effective July 1, 2006, The Town agrees to provide each full-time employee of the Highway
24 Department with a stipend in the amount of two hundred (\$200.00) dollars for the purchase of
25 up to two (2) pairs of work boots. The employee will provide to the Town a receipt for the
26 purchase of the work boots which will be used as the basis of reimbursement for the full cost of
27 the purchase up to the annual allowance.

28 Each full-time Highway Department employee shall be provided with a prescription safety
29 glasses allowance of one hundred (\$100.00) dollars each fiscal year to purchase prescription
30 safety glasses. The employee will provide to the Town a receipt for the purchase of the
31 prescription safety glasses which will be used as the basis for reimbursement for the full cost of
32 the purchase up to the allowance.

33 The Town shall provide Dispatchers with five (5) winter and five (5) summer shirts. Dispatchers
34 shall be required to wear such shirts as a condition of employment.

1 **ARTICLE 29**

2 **PERSONAL PROPERTY DAMAGE**

3 The Town may reimburse dispatchers covered by this Agreement for the reasonable cost of the
4 repair or replacement of any article of tangible personal property (other than motor vehicles),
5 as opposed to intangible, personal property such as cash, securities and the like, belonging to
6 an employee covered by this Agreement, which is destroyed, damaged or lost as a result of
7 activities performed by such employee in the course of his or her employment duties, including
8 any eyeglasses or watches which are thus destroyed, damaged or lost, upon submission of
9 satisfactory proof by such employee of (a) the circumstances of such destruction, damage or
10 loss showing that such loss is not attributable to fault or negligence on the employee's part and
11 (b) the reasonable cost of such repair or replacement. In no event shall the cost of repair or
12 replacement, in any one instance of such destruction, damage or loss, exceed \$50.00 in the
13 case of watches, \$75.00 in the case of any other such property and \$125.00 for eyeglasses.

14 **ARTICLE 30**

15 **LICENSES**

- 16 A. Driver's Licenses — It shall be a condition of employment for all employees whose
17 duties include operating a vehicle to have a valid and current Massachusetts driver's
18 license, or have authorization to drive in Massachusetts.
- 19 B. Commercial Driver's License — It shall be a condition of employment for the employees
20 in the Highway Department to have a current Commercial Driver's License Class B and
21 hydraulic operator's license issued by the Commonwealth of Massachusetts, provided,
22 however, that any new laborer shall have a reasonable time—as determined by the
23 Director of Public Works—to qualify for such licenses.
- 24 C. License Renewal Fees — The Town will pay the license renewal fee of employees for all
25 required licenses in paragraph B. Should an employee in a laborer classification qualify
26 for a commercial driver's license or a hydraulic operator's license, the Town will incur
27 the expense.

28 **ARTICLE 31**

29 **EDUCATIONAL INCENTIVE PROGRAM**

30 Employees wishing to earn credits from an accredited educational institution towards a degree
31 program or certification, or for a course or coursework related to their employment with the
32 Town, shall be eligible for consideration of tuition reimbursement subject to the following
33 requirements:

- 34 1. Requests shall be made in writing to the Town Administrator prior to enrollment in
35 courses, providing a description of the course of study and its relationship to Town

1 employment. Approval by the Town Administrator is required in advance of enrolling
2 in courses.

- 3 2. A grade of "C", if applicable, or a certificate of satisfactory completion will be required
4 for reimbursement.
- 5 3. The Town will reimburse 50% of the tuition at a maximum of \$100 per course for all
6 earned credits towards a degree program. The Town will reimburse 100% of the cost
7 for course work related to employment.
- 8 4. The program is limited to one (1) course of college credit per semester towards a
9 degree.

10 **ARTICLE 32**

11 **REDUCTION IN FORCE**

12 A. Layoff — In the event the Town determines that it is necessary to layoff employees a
13 meeting shall be scheduled with the Association to explore alternatives to layoff. No
14 employee shall be laid off unless he receives a notice in writing, at least four (4) weeks
15 in advance of the proposed layoff date. The Association shall be sent a copy of the
16 notice.

17 B. Implementation — In the event that the Town determines to layoff one or more
18 employees in a position category, then, with respect to each position category, the
19 employee with the least seniority shall be laid off first, and the employee with the
20 highest seniority shall be laid off last. Any employee who shall be laid off will have the
21 opportunity to bump any employee with less seniority in their respective position
22 category listed below. The employee must notify the Department Head in writing within
23 five (5) working days of receipt of notice of layoff that he intends to bump.

- 24 • Position Category A. Administrative Assistant
- 25 • Position Category B. Office Manager/Specialist
- 26 • Position Category C. Dispatcher
- 27 • Position Category D. Custodian
- 28 • Position Category E. Laborer/Light Truck Drivers, Heavy Truck/
29 Equipment Operators, Mechanic in the Highway
30 Division

31 C. Recall-Employees will be recalled in the inverse order of layoff. Employees shall be given
32 four (4) weeks notice of recall by certified mail and a copy shall be sent to the
33 Association. The employee must notify the Town of an intention to return, within ten
34 (10) working days after receiving notice of recall. It is the responsibility of the employee
35 to supply the Town with his current mailing address. Upon reinstatement, employees
36 shall be credited with previous service for contractual benefits. Seniority shall not
37 accrue during periods of layoff more than two (2) years.

- 1 D. The provision dealing with recall layoff shall be in effect for up to two (2) years of layoff
- 2 or when an employee fails to accept an offer of recall, whichever is earlier.
- 3 E. Employees shall be paid for all vacation leave accrued at time of layoff.
- 4 F. Employees will retain their current pay rate after bumping into a new position.

5 **ARTICLE 33**

6 **NO STRIKE OR LOCKOUT**

7 The services performed by the employees in this Agreement are essential to the well being of
8 the public and to the operation of the Town government. It is also understood and agreed by
9 the parties that it is illegal in the Commonwealth for public sector employees to strike or to
10 otherwise illegally withhold services. Therefore, the Association agrees on behalf of itself and
11 its members that it will not authorize or instigate, aid or condone or engage in any strike, work
12 stoppage or slowdown or other such action at any time, including any period following the
13 expiration of this Agreement, which will interrupt in or interfere with the services performed by
14 the Town. No employee shall cause or take part in any strike, work stoppage, slowdown or
15 other action that will interrupt or interfere with the operation of the Town.

16 In the event of a violation of this section, the Association shall take whatever positive steps are
17 necessary to bring about immediate resumption of normal work. Should there be a violation of
18 this section, there shall be no discussion or negotiations so long as such violation continues or
19 before normal work has been resumed.

20 The Town agrees it will not lock out employees; nor will it do anything to prevent such
21 continuity or performance by the employees.

22 **ARTICLE 34**

23 **MISCELLANEOUS PROVISIONS**

- 24 A. A Safety Committee shall be appointed by the Town Administrator consisting of two
- 25 employees of the Highway Department and two employees representing the Employer
- 26 for the purposes of advising the Town Administrator on safety issues in the Highway
- 27 Department. All meetings of the Safety Committee shall be held quarterly during
- 28 working hours.
- 29 B. The employer will pay for all mandated physical exams.
- 30 C. The Town will reimburse employees who attend training seminars approved in writing
- 31 by the Town Administrator for parking tolls and meal expenses (up to \$8.00 per meal)
- 32 based on submitted receipts.

1 D. Space will be provided in the Municipal Center, Highway Maintenance Facility, and the
2 Grafton Police Station for an Association bulletin board for the posting of
3 announcements or other material relative to Association business.

4 E. When a classification plan is implemented it will be consistent with the model recently
5 completed by the Town.

6 F. The Town will establish an employee events committee designed to improve moral
7 while promoting civic responsibility.

8 **ARTICLE 35**

9 **STABILITY OF AGREEMENT**

10 No amendment, alteration or variation of terms or provisions of this Agreement shall bind the
11 parties hereto unless made and executed in writing by said parties.

12 The failure of the Municipal Employer or the Association to insist, in any one or more situations,
13 upon performance of any of the terms or provisions of this Agreement shall not be considered
14 as a waiver or relinquishment of the right of the Municipal Employer or of the Association to
15 future performance of any such term or provision, and the obligation of the Municipal
16 Employer and the Association to such future performance shall continue in full force and effect.

17 Should any provisions of this Agreement or any supplement thereto be held invalid by any court
18 or tribunal of competent jurisdiction, or if compliance with or enforcement of any such
19 provision should be restrained by any court, all other provisions of this Agreement and any
20 supplement thereto shall remain in force.

21 If the event of a conflict between the provisions of this Agreement and any state statute, local
22 by-law, or regulation of the Board of Selectmen or Police Chief, the terms of Section 7 of
23 General Laws, Chapter 150E shall govern.

24 The parties acknowledge that during the negotiations which proceeded this agreement, each
25 had the unlimited right and opportunity to make demands and proposals with respect to any
26 subject or matter not removed by law from the area of collective bargaining, and that each
27 understands this is an agreement arrived at by the parties after the exercise of that right and
28 opportunity, as set forth in this Agreement. The Town and the Association therefore, for the life
29 of this Agreement, each voluntarily and unqualifiedly waive the right and each agree, that the
30 other will not be obligated to bargain collectively with respect to any subject or matter referred
31 to or covered in this Agreement.

32 **ARTICLE 36**

33 **CONFLICTS**

1 Upon request by the Association, the Town agrees to meet and confer with the Association,
2 prior to the assignment of a patrol officer to light or limited duty in such a way as would result
3 in a shift change or loss of job security for an employee covered by this agreement, provided
4 that such Agreement shall not in any way limit the Town's reservation of absolute discretion
5 regarding the use of patrol officers on such light or limited duty and shall not require the Town
6 to bargain to impasse as a condition precedent to any such assignment, assignments or use.

7 The Association hereby waives on behalf of all members of the bargaining unit, any grievance(s)
8 and/or grievance award(s) or remedy which would impose duplicative or overlapping
9 obligations, financial or otherwise, upon the Town in connection with or arising out of the
10 Town's collective bargaining agreements with this bargaining unit and with the bargaining
11 unit(s) of other police department employees. The Association shall reimburse the Employer for
12 any duplicative or overlapping expenses, other than attorney's fees, incurred as a result of any
13 such award and/or remedy.

14 **ARTICLE 37**

15 **SHIFT DIFFERENTIAL**

16 Dispatchers shall receive a shift differential of \$0.52 per hour on the second shift (3:00 p.m. —
17 11:00 p.m.) and \$0.69 per hour on the third shift (11:00 p.m. to 7:00 a.m.).

18 **ARTICLE 38**

19 **RETURN TO WORK POLICY**

20 The Town Administrator may assign an employee to light duty provided the Town
21 Administrator, with the input of the Department Head, determines there is light duty available
22 to be performed and such employee is medically fit to do so.

23 In determining whether an employee is medically fit to perform light duty, the Town
24 Administrator will consider the recommendation of the employee's personal physician. For a
25 work-related injury, the Town may also require the employee to be examined by a Town-
26 appointed physician (or other qualified medical professional). In the event of a conflict between
27 the two physicians (or other qualified medical professional), the Town and Association agree to
28 select a third-party impartial medical professional to determine whether an employee is
29 medically fit to perform light duty and the decision of the third-party medical professional will
30 be binding.

31 Light duty assignments may be made for either work-related or non-work-related injuries or
32 illnesses. Employees on FMLA leave will not be required to accept a light duty assignment.

33 Light duty assignments may include, but are not limited to, filing, copying, inventory control,
34 ordering supplies, deliveries and pickups, logging and tracking of roadway and sidewalk
35 conditions.

ARTICLE 39

1

2 **DURATION AND SIGNATURES**

3 This contract shall take effect on July 1, 2014 and remain in full force and effect through June
4 30, 2017 or until a new agreement is reached by the parties, whichever is later.

5 This Agreement has been duly executed by the authorized representatives of the Town of
6 Grafton and the Grafton Municipal Employees Association, subject to the conditions herein.

7

8 The remainder of this page is intentionally left blank.

1 GRAFTON MUNICIPAL EMPLOYEES
2 ASSOCIATION

TOWN OF GRAFTON

3
4

5 By: _____
6 Tammy Kalinowski

By: _____
Tim McInerney, Town Administrator

7
8

Date: _____

Date: _____

9
10

11 RATIFIED BY:

APPROVED BY:

12
13

GRAFTON MUNICIPAL EMPLOYEES
14 ASSOCIATION

BOARD OF SELECTMEN

15
16

17
18

19
20

21
22

23
24

25
26

Date: _____

Date: _____

27
28
29
30
31

APPENDIX A

POSITIONS

Pursuant to Article 14 of the Collective Bargaining Agreement between the Town of Grafton and the Grafton Municipal Employees Association, the following is the current seniority list:

BARKER, CHERYL	SECRETARY/BOOKKEEPER - FIRE DEPARTMENT	3/7/1985
CONNORS, NANCY	SECRETARY/BOOKKEEPER - BOARD OF HEALTH	6/9/1988
MURRAY, MARY	SECRETARY/BOOKKEEPER - SEWER DEPARTMENT	11/7/1988
HAFFTY, JOANN	SECRETARY/BOOKKEEPER - TREASURER/COLLECTOR	4/25/1989
	SECRETARY/BOOKKEEPER - CONSERVATION	
ZWICKER, JAYNE	COMMISSION	5/28/1997
KALINOWSKI, TAMMY	SECRETARY/BOOKKEEPER - ASSESSORS	7/17/2000
KINCHLA, DONNA	SECRETARY/BOOKKEEPER - PLANNING	1/25/2001
PICHIERRI, DAMIAN	HTD/EO - HIGHWAY DEPARTMENT	7/2/2001
MAYNARD, JOSEPH	HTD/EO - HIGHWAY DEPARTMENT	7/1/2002
POLLINGER, PAUL	CUSTODIAN - MUNICIPAL CENTER	6/9/2003
MURPHY, TIMOTHY	SECRETARY/BOOKKEEPER - FIRE DEPARTMENT	9/23/2004
ANDERSON, STEVEN	HTD/EO - HIGHWAY DEPARTMENT	12/13/2004
SNYDER, ROBERT	LTD/EO - CEMETERY DEPARTMENT	8/31/2005
SCLAR, JON	HTD/EO - HIGHWAY DEPARTMENT	9/7/2005
KING, ERNEST	LTD/EO - HIGHWAY DEPARTMENT	11/28/2005
GALLAGHER, KEVIN	HTD/EO - HIGHWAY DEPARTMENT	12/5/2005
ROBERTS, DARYL	LTD/EO - CEMETERY DEPARTMENT	8/7/2006
STIRK, DOUGLAS	MECHANIC - HIGHWAY DEPARTMENT	8/14/2006
ROGERS, JOHN	HTD/EO - HIGHWAY DEPARTMENT	8/21/2006
MASJOAN, RICHARD	LTD/EO - HIGHWAY DEPARTMENT	8/21/2006
THURLOW, LYNN	SECRETARY/BOOKKEEPER - RECREATION	9/25/2006
RAMOS, YAJAILA	SECRETARY/BOOKKEEPER - ACCOUNTING	10/2/2006
LEGASSEY, DAWN	DISPATCHER - POLICE DEPARTMENT	11/8/2007
CARON, CHRISTOPHER	CUSTODIAN - MUNICIPAL CENTER	3/31/2008
LAVALLEE, KANDY	SECRETARY/BOOKKEEPER - TOWN CLERK	4/17/2008
MERCIER, CYNTHIA	DISPATCHER - POLICE DEPARTMENT	8/18/2009
CALLAGHAN, JAMES	SECRETARY/BOOKKEEPER - BUILDING DEPARTMENT	12/13/2010
MAYNARD, MATTHEW	HTD/EO - HIGHWAY DEPARTMENT	1/30/2012
PRESCOTT, ERIN	SECRETARY/BOOKKEEPER - TREASURER/COLLECTOR	9/17/2012
MORGAN, DONNA	SECRETARY/BOOKKEEPER - TREASURER/COLLECTOR	12/17/2012
MALONE, NANCY	SECRETARY/BOOKKEEPER - COUNCIL ON AGING	1/22/2013
WOOLARD, SETH	SECRETARY/BOOKKEEPER - ASSESSORS	8/7/2013
CAHILL-GREEN, LISA	SECRETARY/BOOKKEEPER - TOWN CLERK	11/25/2013
ROSEBROOKS, DEBORAH	SECRETARY/BOOKKEEPER - HIGHWAY DEPARTMENT	1/27/2014
ERSKINE, NICHOLAS	DISPATCHER - POLICE DEPARTMENT	4/22/2014

APPENDIX B

Town of Grafton and Grafton Municipal Employees Association
July 1, 2014 – June 30, 2017

	STEP 1	STEP 1.5	STEP 2	STEP 2.5	STEP 3	STEP 3.5	STEP 4	STEP 4.5	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FY2015														
Light Truck Driver (5)	16.92	17.12	17.32	17.53	17.74	17.95	18.16	18.38	18.59	19.04	19.50	19.96	20.16	20.37
Admin Asst/Custodial	18.16	18.39	18.61	18.83	19.05	19.28	19.51	19.75	19.98	20.47	20.96	21.47	21.69	21.91
Specialist/Office Mngr/Dispatch	18.52	18.76	18.98	19.21	19.43	19.67	19.90	20.15	20.38	20.88	21.38	21.90	22.12	22.35
Heavy Truck Driver (6)	19.04	19.27	19.50	19.73	19.95	20.19	20.44	20.69	20.94	21.45	21.96	22.48	22.72	22.95
Mechanic (7)	21.08	21.34	21.60	21.86	22.11	22.38	22.65	22.92	23.18	23.75	24.32	24.89	25.14	25.40
FY2016														
Light Truck Driver (5)	17.17	17.38	17.58	17.79	18.00	18.22	18.43	18.65	18.87	19.32	19.80	20.26	20.47	20.67
Admin Asst/Custodial	18.43	18.66	18.89	19.11	19.33	19.57	19.81	20.04	20.28	20.78	21.27	21.79	22.02	22.24
Specialist/Office Mngr/Dispatch	18.80	19.04	19.27	19.49	19.72	19.96	20.20	20.45	20.69	21.19	21.70	22.23	22.46	22.68
Heavy Truck Driver (6)	19.32	19.56	19.80	20.02	20.25	20.50	20.75	21.00	21.25	21.77	22.29	22.82	23.06	23.30
Mechanic (7)	21.39	21.66	21.93	22.18	22.44	22.72	22.99	23.26	23.53	24.10	24.69	25.26	25.52	25.78
FY2017														
Light Truck Driver (5)	17.60	17.81	18.02	18.24	18.45	18.67	18.89	19.12	19.34	19.81	20.29	20.76	20.98	21.19
Admin Asst/Custodial	18.89	19.13	19.37	19.59	19.82	20.06	20.30	20.54	20.78	21.30	21.80	22.34	22.57	22.80
Specialist/Office Mngr/Dispatch	19.27	19.52	19.75	19.98	20.22	20.46	20.70	20.96	21.20	21.72	22.24	22.78	23.02	23.25
Heavy Truck Driver (6)	19.81	20.05	20.29	20.52	20.75	21.01	21.27	21.53	21.78	22.32	22.84	23.39	23.64	23.88
Mechanic (7)	21.93	22.20	22.48	22.74	23.00	23.29	23.57	23.84	24.12	24.70	25.30	25.89	26.16	26.42

Wages are calculated using the default standard excel formula for two decimal rounding.

APPENDIX C
Grievance Form
Grafton Municipal Employees Association

DATE: _____ REFERENCE # _____

INITIATED BY (NAME): _____

CLASSIFICATION: _____

DEPARTMENT: _____

FORWARDED TO: _____

RESPONSE IS DUE: _____

EXPLAIN GRIEVANCE (include name(s) of person(s) involved who might have knowledge of the incident, date(s), time(s), and location if relevant)

CONTRACT ARTICLE VIOLATED? _____

HAVE YOU AND YOUR SUPERVISOR HAD A CONFERENCE ON THIS MATTER?

YES _____ NO _____ DATE _____

REMEDY SOUGHT: _____

SIGNATURE OF EMPLOYEE: _____

SIGNATURE OF STEWARD: _____

SIGNATURE OF ASSOCIATION REPRESENTATIVE: _____

FORWARD COPIES TO: ASSOCIATION REPRESENTATIVE
Grafton Municipal Employees Association

APPENDIX C (Cont'd)

GRIEVANCE FORM RESPONSE

- 1. I, the grievant, request a written answer. Check here:
- 2. Employee's response:

Employer's Signature; _____

Date: _____

Grievant has read response and has been given a copy of this form.

Grievant's Signature: _____

Date: _____