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July 1, 2018 – June 30, 2021

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the Acts of 1964, as amended, entitled "An Act provided for the Election of Representatives" this Agreement is made and entered into this first day of July 2018 to become effective as of midnight except as otherwise so provided herein by and between the Town of Cohasset and the American Federation of State, County and Municipal Employees AFL-CIO, Council 93, Local 1395, hereinafter called the Union, collectively referred to as the "Parties"

PREAMBLE

Whereas the General Court of Massachusetts saw fit in the year 1965 and by further amendment to pass a law in which they recognize that the Municipal Employees have a statutory right to bargain collectively with the Town, by the Cohasset Board of Selectmen, it is the intention of this Agreement to maintain a harmonious relationship between them, recognizing the legitimate rights and needs of the employees of the Facilities Department.

In addition, all contractually negotiated items are subject to funding by the Town Meeting of the Town of Cohasset.

ARTICLE I RECOGNITION AND UNION SECURITY

The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours and other conditions of employment for all full time and regular part-time employees in the Facilities Department in the position of Facilities Technician I and Facilities Technician II but excluding all managerial, confidential, casual, and other employees employed by the Town of Cohasset.

ARTICLE II MANAGEMENT RIGHTS

The Employer shall not be deemed to be limited in any way by this Agreement in its exercise of its managerial rights, functions or prerogatives. It is the exclusive right of the Employer to determine its mission, to set standards of services to be offered to the public, to exercise control and discretion over its organization and operations, to determine the methods, means and personnel by which the Employer's operations are to be conducted and to determine the merits, necessity or organization of any service provided by the Town.

Employer retains all powers and authority not expressly abridged, modified or articulated expressly in this Agreement. By way of example, but not limitation, the employer retains the following rights:

1. To determine mission, budget and policy;

2. To determine organization of its Departments, the number of employees, the work functions and the technology of performing them:
3. To determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, tour of duty, or to any location, task, vehicle or building:
4. To supervise, manage, direct and assign employees:
5. To establish, abolish, divide or combine classes of positions:
6. The right to hire promote or transfer employees:
7. To set expectations of employees in his or her work performance:
8. To determine the numbers, types and grades of position or employees assigned to an organizational unit, work project, tour of duty or to any location, task, vehicle or building:
9. To determine the equipment to be used:
10. To establish qualifications for ability to perform work in classes or ratings:
11. To establish or modify work schedules and shift schedules after consultation with the union:
12. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency:
13. To enforce existing rules and regulations for the governance of the various public works and cemetery functions and to add to or modify such regulations after consultation with the Union:
14. To alter or amend job descriptions and assignments from time to time as operational efficiency may require after consultation with the union:
15. To lay off due to lack of funds or for any other legitimate or lawful reason and:
16. To temporarily relieve employees due to incapacity to perform duties or for any other legitimate or lawful reason subject to the terms of this Agreement.

Except as expressly provided in this Agreement, the exercise of Managerial rights shall be final and binding and not subject to the grievance provisions of this agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects whether or not included in this Agreement. Accordingly, as to any such matter over which the agreement is silent, the Town retains the right to make changes unilaterally without prior consultation or negotiation with the Union.- In the event of such change, the Employer will endeavor, where practical, to give the Union advance notice of such changes and impact bargain such changes, when necessary under G.L. c. 150E.

The failure of the Employer to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision.

ARTICLE III
UNION DUES DEDUCTION AND SECURITY

The Town agrees to deduct from the pay of all employees covered by this Agreement, the dues and assessments and/or volunteer agency fee, of the Union having jurisdiction over such employees who submit dues authorization forms furnished by the Union and agrees to remit same to said Union prior to the end of the month for which the deduction is made. Where law requires written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week the deduction is made, the employee must make arrangements with the Union to pay such dues in advance. The provisions of General Laws, c.180, sec. 17A as amended apply.

In consideration of the Town's entering into this Collective Bargaining Agreement, which agreement includes a dues deduction and agency service fee provision, the Union hereby agrees to indemnify the said Town and hold it harmless from any and all claims, demands, suits or other liabilities or costs to the Town which arise out of, or by reason of, entering into or enforcement of said provision or which arise out of any payroll deduction of dues and agency service fees or any other action of the Town for the purposes of complying with this Article.

The employer agrees to deduct from wages of an employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer and the union. The employer agrees to remit, once each month, any deductions made pursuant to this provision to the agent or address provided by the union, together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period by the remittance. This provision is subject to the union agreeing to indemnify and hold the Town harmless for any claims arising out of or related to these payroll deductions in the same manner and on the same terms as the union agrees to indemnify and hold the Town harmless for claims arising from deductions for union dues and agency service fees as stated in this Article.

PROBATIONARY EMPLOYEES: Each new employee is without job security for the first twelve (12) months of service and may be discharged at any time during this probationary period at the Town's sole discretion without a hearing. Upon completion of the twelve (12) month probationary period, the Town may remove an employee for cause as defined by the Town. Prior to any termination, the employee shall be notified in writing of the reasons for the termination and provided with an opportunity to respond at a meeting with the Director of Public Works or his/her designee.

ORIENTATION:

The employer will provide the Union Steward the name, title and starting salary of any new employee hired into the bargaining unit.

The Town agrees to allow one-half (1/2) hour to be allotted to the Union representative and the new employee, if the new employee so chooses, during which time the Union representative may discuss the Union with the employee.

ARTICLE IV
ACCESS TO PREMISES AND UNION ACTIVITIES

Authorized agents for the Union shall have access to Town records relating to the departments during normal working hours of the Town Hall staff as long as such access is not disruptive of normal Town business. Specifically, the Union may have access to Local 1395 personnel payroll records for the purpose of determining whether or not the terms of this Agreement are being complied with. The Town will make normal records available within five (5) working days of the Union's written request.

Time off without loss of pay or time shall be granted to a minimum of one (1) and maximum of two (2) bargaining unit members including the Union Steward for the purpose of a negotiating committee attending negotiation sessions with the Town Manager. Prior to the first scheduled negotiating session, the Union shall furnish the Town Manager and the DPW Director with a list of the members of the Union committee.

The Town agrees to permit the Union to use the facilities of the Employer for the transaction of Union business during working hours, which have been used in the past for such purpose, and to have use of the employer's facilities during off duty hours for union meetings, which have been used in the past subject to availability.

ARTICLE V
CLOTHING ALLOWANCE AND EQUIPMENT

All regular, full-time employees covered by this agreement shall receive a clothing allowance in the following manner:

1. The Town will provide each employee shirts and sweatshirts annually, as well as seasonably appropriate jackets every other year.
2. Each employee will receive a \$450 allowance annually for pants and work boots through one of the following methods:
 - a. On account with the Town's providers.
 - b. From an alternative supplier, subject to pre-approval from the Facilities Director.
 - c. Employees may split the options between A and B.
3. Employees must wear approved clothing and footwear at all times.

ARTICLE VI
GRIEVANCE

- A. A grievance must contain the name(s) of the aggrieved employee(s), date of alleged violations, section(s) of Agreement allegedly violated, fact(s) upon which the grievance is based, and remedy sought.

Step 1: A grievance must be filed within seven (7) working days of the occurrence or reasonable knowledge of or non-occurrence of the act or condition of the act or condition upon which they are based. The employee and/or Union Representative shall first present grievances to the Facilities Director and an earnest effort shall be made to adjust the grievance in an informal manner. The Facilities Director has seven (7) working days to answer the grievance. Where the Facilities Director fails to respond in writing within the required (7) working days, the grievance shall be deemed denied.

Step 2: If a grievance is denied, pursuant to Step 1, said denial may be appealed to the Town Manager. Such appeal must be filed within ten (10) working days of the denial, and include all materials submitted in support of the grievance, all other materials considered by the Facilities Director in making his/her decision, and a copy of the decision itself. The Town Manager, or the Town Manager's designee, will meet with the grievant and the Union within fourteen (14) working days after such submission and shall attempt to settle the grievance. The Town Manager or designee shall prepare a written decision on the grievance within ten (10) working days of the conclusion of the meeting.

Step 3: If the grievance is not adjusted to the satisfaction of the Union after the appeal in Step 2, or no answer is received, the grievance may, within thirty (30) working days after the meeting with the Town Manager or designee, be submitted to arbitration to a single arbitrator mutually agreed to by the parties or the American Arbitration Association or Labor Relations Connection.

- B. The arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party, matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement nor to grant pay retroactively for more than seven (7) calendar days prior to the date a grievance was initially submitted. In addition, the Arbitrator shall have no power to decide matters not submitted, nor to fail to decide matters jointly submitted.

Neither the submission of questions of arbitrability to any Arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public intent.

Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance and arbitration procedure

- Non-discipline termination
- Dismissal during the probationary period
- The content of performance evaluations

- Layoffs
- Compliance with Health and Safety
- Any grievance not processed in accordance with the time limits or other provisions of this Article, unless otherwise waived by the parties in writing.
- Verbal or Written Disciplinary Warnings
- Any instance that occurred prior to the execution of the CBA
- Classification and pay grade for newly created positions, as they are mandatory subjects of bargaining

C. The above time limits may be extended upon mutual agreement of the parties, in writing.

D. On grievances when arbitrability has been raised by either party as an issue prior to the actual appointment of the Arbitrator, a separate Arbitrator may be appointed at the request of either party to determine the issue of arbitrability.

The arbitrator shall render a decision in writing no later than thirty (30) calendar days after the conclusion of the hearing or the filing of briefs, whichever is later, unless the parties jointly agree otherwise.

The decision of the Arbitrator shall be final and binding upon the parties to this Agreement. Each party thereto shall bear the expense of preparing and presenting its own case. The expense and fees of the Arbitrator shall be shared equally by the parties.

ARTICLE VII STEWARDS

The Town recognizes the right of the local membership of the Union to designate a Steward from among the regular union membership. The Steward may be allowed time off, without loss of pay, at the discretion of the Facilities Director or his/her designee, to investigate and take part in grievance procedures, participate in bargaining sessions, and to meet with the Facilities Director and/or Town Manager to resolve personnel issues. Such time must be scheduled to minimize the impact on Town operations.

ARTICLE VIII ELECTRONIC PAYMENTS AND TRANSFERS

All employees shall receive their pay on a bi-weekly basis, by direct deposit or via RAPID paycard, and receive all payroll notifications, such as bi-weekly pay notifications, electronically. The Town will print copies, upon request, for those who may have a need.

ARTICLE IX
BEREAVEMENT

An employee may be granted up to three (3) days of bereavement leave, with pay, for the purpose of arranging for and attending the funeral of a member of the employee's immediate family. "Immediate family" shall include spouse, child, parent, brother, sister, stepchild, grandparent, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew. In case of hardship, the department head may extend the leave to five (5) working days

ARTICLE X
OVERTIME

Overtime Definition: Overtime is defined as any work performed in excess of forty (40) hours worked in a workweek or eight (8) hours worked in a workday for all employees covered by this Agreement. The Employer will determine what constitutes overtime, when it is necessary and which employees are qualified and eligible to work.

First Right on Overtime: Except for emergencies, the parties agree that overtime shall be offered first by a rotating seniority list among qualified/eligible employees in the appropriate division who normally perform the work during the work week. In the event this pool is exhausted, overtime shall be next offered to other qualified bargaining unit members (as designated by the DPW Director) outside of the division on the basis of overall seniority.

Refusal: In the event that an employee refuses an overtime opportunity offered, he or she shall rotate to the bottom of the overtime list. Employees will provide one (1) contact phone number, and the Employer shall attempt to contact the employee on the number provided. The employer shall leave a message if possible and the employee shall have five (5) minutes to respond to the message. In the event that the employee does not respond within five (5) minutes, it will count as a refusal and the employee will rotate to the bottom of the overtime list.

Scheduled Overtime: Overtime assigned more than eight (8) hours in advance, shall be considered scheduled overtime and employees shall be compensated at the overtime rate for all hours actually worked outside of the employee's normal work hours. Hours worked will be calculated by rounding up to the nearest ½ hour provided that the Employer determines that the partial hour of work is necessary.

Sunday Overtime: The parties agree that when an employee who is not normally scheduled to work on Sundays is required to work on Sundays he or she shall be paid at time and one-half for all hours worked.

Holiday Overtime: The parties agree that when an employee is required to work on a Legal Holiday as defined by this Agreement, he or she shall be paid at time and one-half for all hours worked in addition to any Holiday Pay under Article XV of the Agreement.

Compensable Time/Pyramiding of Time: The parties acknowledge that no minimum shall be paid unless the employee responds to the scene or the Town building, as most appropriate, within

forty-five (45) minutes of the call. Otherwise, employee shall be paid for hours actually worked over fifteen (15) minutes. There shall be no pyramiding of overtime.

Unscheduled or Snow & Ice Emergency Overtime: In the event that an employee is required to work for an unscheduled or snow & ice or facility related emergency event whereby the employee is required to leave his or her abode to respond, he or she shall be compensated for a three-hour minimum for unscheduled overtime, and a four-hour minimum for snow & ice emergency overtime, if he or she arrives on scene within forty-five (45) minutes of the call for which he or she is responding. In no event shall an employee be paid a three-hour minimum or four-hour minimum, as applicable, if he or she does not arrive to the scene or building as most appropriate, within forty-five (45) minutes of the call. Otherwise, employees shall be paid for hours actually worked at the overtime rate. Hours worked will be calculated by rounding up to the nearest hour for unscheduled overtime, on an inverse rotating list.

Forced Overtime/Mandatory Overtime: In the event that no qualified employee accepts overtime, the employer shall have the right to require employees to work the overtime assignment beginning with the qualified employee with the least amount of seniority.

Bypass: In the event that an employee is improperly bypassed for overtime, his or her sole remedy is the placement at the top of the overtime list for the next available eligible overtime opportunity. However, the parties acknowledge that the person shall be "made whole" by being offered an overtime opportunity, which is equal in time to the bypassed opportunity. The parties agree that any and all overtime bypass grievances shall only be processed up to Step 2 of the Grievance and Arbitration provisions of this agreement.

Nothing in the Agreement shall prevent the Employer from securing resources not covered by this Collective Bargaining Agreement to address an emergency situation or to maintain essential services. Subcontractors will be used in conjunction with bargaining unit employees and will not replace employees for the purpose of curtailing overtime opportunities.

Calculation of Overtime: Times for which an employee is on scheduled vacation leave, personal leave, holiday leave or bereavement leave shall be considered "time worked" for the purposes of overtime. Sick leave, professional development leave, union leave, and/or any other leave shall not be considered "time worked" for the purposes of overtime. In emergency or other special circumstances, the Facilities Director may grant overtime to employees who would otherwise not qualify for overtime pursuant to this provision.

Any employee who works sixteen (16) consecutive hours or more shall be paid double their rate of regular pay for all hours worked in excess of sixteen (16) hours. Double time shall continue for further hours worked until the employee has had a break of at least eight (8) hours, inclusive of their regular shift.

Overtime Eligibility: To be eligible for overtime, employees must leave their abode and work on-site for a minimum of 15 minutes.

Overtime meals: The Town will supply food for employees working during winter storm events.

ARTICLE XI
SENIORITY AND LAYOFF

The first twelve (12) months of continuous employment starting from the date of employment shall constitute a new employee's probation. At the six (6) month point in the probationary period, the Facilities Director and/or designee will meet with the employee for an evaluation in order to inform him/her of any problems with the job performance and corrections that need to be made. If the Facilities Director and/or designee determines that within or at the end of twelve (12) month period that the employee is not performing their duties, then said employee will be discharged from said position without recourse from the Union (not subject to grievance procedure). An employee shall acquire seniority after completing the twelve (12) month probationary period and his/her seniority will revert to the beginning date of employment.

During the twelve (12) month probationary period said employee shall be entitled to and receive all the benefits of the Collective Bargaining Agreement as practiced in the past.

An employee's full time continuous service with the Town of Cohasset (Town-wide seniority) shall determine the employee's seniority for purposes of layoff and recall under this article.

Overall seniority will be considered in case of transfers. Overall seniority within each Division will be considered in preference in choice of vacation periods.

If the Town finds it necessary to lay off employees, the procedures set forth in this article will apply.

The employer shall meet with the Union to discuss any impending layoffs at least thirty (30) days prior to such layoff.

If a layoff is necessary, the Town shall layoff job classifications first, then by seniority, starting with the least senior employee. In all cases, seniority shall be measured by Town wide service as defined above and not by departmental services.

In rehiring in any job classification, the Town will offer re-employment to the former employees who have been laid off in the inverse order in which said employees were laid off, as long as said employee holds all valid required licenses at time of recall.

The offer of re-employment shall be sufficient if made by certified or registered mail addressed to the laid off employee at his last address of record, as shown by the records of the Town. Any such laid off employee must respond and be available for re-employment within seventeen (17) days from the date of mailing of the offer; otherwise the laid off employee shall be deemed to have refused re-employment and the Town's obligation under this article is satisfied.

ARTICLE XII
PROMOTIONS

Job vacancies will be filled by promotion whenever qualified and interested employees are available. Qualified applicants is defined as, meaning those who have the most experience and relevant training, required licenses and meet all minimal requirements as listed on the job posting. Job vacancies will be posted on the department bulletin board for seven (7) working days. This notice will include a brief job description and rate of pay.

To receive consideration employees must notify the Facilities Director or designee listed on posting, in writing, explaining why they feel they should be considered and briefly describing their qualifications for the job. Ability to apply for vacant position(s) will be closed once the job comes off the board (seven days from the day it was posted). Once closed no additional applications will be considered.

The job opening will be filled by the applicant who has the most effective combination of the following factors required for the specific job under consideration: ability, education, experience, length of service (seniority), and previous job performance including attendance. Nothing in this Agreement precludes the Town from advertising any position externally during the posting period or hiring qualified applicants from outside the bargaining unit.

ARTICLE XIII MEAL PERIODS AND REST PERIODS

All employees shall be granted a meal period of one-half (1/2) hour (without pay) duration during each full work shift.

All employees shall also be granted a reasonable rest period normally not to exceed fifteen (15) minutes.

ARTICLE XIV HOLIDAYS

The following holidays (or the day, which they are celebrated) are observed:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

If a holiday falls on a day that a full-time employee is not normally scheduled to work, the employee shall be entitled to compensatory time off at a time to be approved by the Department Head.

Employees will receive one (1) Floating Holiday, to be issued in the first pay period of December, which must be taken by the end of the fiscal year, at a time requested by the

employee and approved by the supervisor.

ARTICLE XV
VACATIONS

Full-time employees shall be entitled to paid vacation leave according to the following schedule, based on their anniversary date.

After 6 months but less than 1 year	05 working days
After 1 year but less than 5 years -	10 working days
After 5 years but less than 10 years -	15 working days
After 10 years but less than 20 years -	20 working days
After 20 years or more -	25 working days

Employees should request vacation time from his/her supervisor giving as much notice as possible. Approved vacation leave shall be granted on a seniority basis, within a vacation schedule as determined by the Department Head. Such schedule may be adjusted based on emergency situations as determined by the Department Head. Part-time employees who work a minimum of twenty (20) hours per week are entitled to vacation according to the above schedule, with their vacation pay pro-rated to their weekly schedule.

No employee may take vacation time until completing six (6) months of service. Vacation leave is credited monthly beginning in the first month of employment at the rate of one-twelfth (1/12) of the employee's annual entitlement. Vacation entitlement for the first and last months of employment shall be pro-rated on a calendar day basis to the date of hire or termination, as appropriate. For vacation increment purposes, the anniversary date shall be considered the first day of the month of date of hire.

Employees are encouraged to take vacation on a regular basis, to allow for proper rest from the rigors of work. An employee may carry over one (1) week of vacation time into the following fiscal year. An employee may carry over a second week of vacation into the following fiscal year, based on extenuating circumstances, upon approval of the Facilities Director and the Town Manager. All vacation time that is carried over must be used by November 1st. All unused vacation time will be paid to the employee upon resignation, retirement, or termination. In the event of the employee's death, payment of all unused vacation time shall be made to the employee's estate.

ARTICLE XVI
HOURS OF WORK, CONDITIONS, AND COMPENSATION

SECTION 1 HOURS OF WORK

The days of work will be Monday thru Friday and the hours will normally be 6:00AM to 2:30PM. There will be one shift that works floating hours, as assigned by the Facilities Director. All shift durations will be 8 hours per day, and 40 hours per week.

SECTION 2 WAGES

- Effective July 1, 2018, employees shall be placed on the attached salary schedule, reflecting a 2% COLA wage increase.
- Effective July 1, 2019, employees shall receive a 2% COLA wage increase.
- Effective July 1, 2020, employees shall receive a 2% COLA wage increase.

Initial Step Placement

Newly hired employees will normally be initially placed at the minimum rate of pay for the classification concerned; however, nothing herein shall preclude initial placement of a newly hired employee at a step level greater than the minimum due to an employee's experience, ability, qualifications and the needs of the Town as determined by the Town Manager and with the recommendation of the Facilities Director.

Step Increases

An increase to the next higher step may be granted to employees in continuous employment as follows:

1. For existing employees, normally after one (1) year from the most recent previous increase, until the maximum rate of pay for the pay grade is reached.
2. For new employees: normally after the completion of one (1) year from the date of hire and thereafter normally after completion of one (1) year from the most previous increase, until the maximum rate of the pay grade is reached.

The base date for determining step-rate increases shall be known as the employee's anniversary date. The anniversary date shall be:

1. The date on which a new employee starts work
2. Thereafter, the date on which an employee's promotion takes effect.

Progression through the step rates are not mandatory and shall be on the basis of achieving at a minimum MEETS STANDARDS in every category and at least one (1) ABOVE STANDARDS in any category, on the annual performance evaluation. All adjustments shall be effective as of the Anniversary date and shall go into effect upon approval of the Town Manager. An employee who may be nearing a NEEDS IMPROVEMENT or DOES NOT MEET STANDARDS rating

shall be counseled by his/her supervisor in advance of the final stage of the evaluation as to the specific areas that must be improved and what they must do to attain a MEETS STANDARDS rating.

All annual performance evaluations will be conducted by the Facilities Director or his/her designee.

An employee not receiving a step-rate increase may request a supplemental employee evaluation after six (6) months and may be granted a step-rate increase at that time based upon the results of the evaluation. In no event shall failure to grant a step-rate increase be subject to grievance and arbitration.

Nothing containing herein shall limit the right of the Town from re-classifying or promoting employees within the foregoing job classifications.

The Union recognizes and acknowledges that the costs of funding this Agreement shall be subject to Town Meeting approval.

ARTICLE XVII SICK LEAVE

The employer may request medical evidence of illness or injury. All medical documentation shall be kept in compliance with the Massachusetts General Laws, Privacy and HIPAA laws that apply.

- A. Sick leave shall be considered to be absence from work with the use of accrued sick leave time for the following reasons:
 - a. Illness or injury;
 - b. When an employee is required to undergo emergency medical, optical, or dental treatment when such treatment cannot be accomplished on off-duty hours.
 - c. When the serious illness of an employee's immediate family required personal attendance, not to exceed five (5) days in a year. Employees may request additional family sick time with the approval of both the Director and Human Resources Director.
- B. Full-time employees are entitled to fifteen (15) scheduled working days sick leave per year which may be used once an employee has completed a minimum of six (6) months service to the Town. Employees will earn a day and a quarter (1 ¼) per month. Annual sick leave benefits may be accumulated up to one hundred fifty (150) days.
- C. A full-time employee on sick leave, drawing sick leave, is entitled to full holiday pay for any holidays that may occur during the period and is a normal working day. (For clarification purposes, it is understood that an individual will not be charged or paid for a sick day. However, the individual will receive that holiday pay). Any employee who is out on an unpaid leave is not entitled to holiday pay.

- D. An employee who is on injured on duty leave (Worker's Compensation) and is actively on the payroll shall be entitled to accrue vacation, personal, and sick time, and any other benefit provided in the Agreement.
- E. All medical records regarding employees covered by this Agreement are considered confidential.
- F. The parties agree that they are governed by the provisions of the Family Medical Leave Act and where those provisions are more generous than the contract FMLA will prevail. Employees may elect to use accrued time while out on FMLA approved leave.
- G. If an employee uses no sick leave for six (6) consecutive months, then he/she shall be eligible for one extra personal day for each six (6) month period during which the employee uses no sick leave. An employee who has perfect attendance for twelve (12) consecutive months will also be eligible for one (1) additional personal day. Therefore, an employee with perfect attendance for one (1) full fiscal year is eligible for one personal day for the first six months with perfect attendance, one personal day for the second six months with perfect attendance, and one personal day for having perfect attendance for twelve consecutive months, for a total of three (3) extra personal days, in addition to the three (3) days granted by the Town to all employees. Such days should be used within six months of being earned. Authorized paid leaves, other than sick leave, shall not be counted against an employee in establishing his/her attendance. The parties agree that the lookback period for this Article is the fiscal year.

ARTICLE XVIII
SICK LEAVE BANK

In order to maintain eligibility to access the sick leave bank, an employee, in Unit A or Unit B, must have donated at least one (1) day per year in the previous year.

A. Sick Leave Bank Committee

1. The committee will be comprised of four (4) members, two (2) representing the Town and two (2) representing the Union.

2. Any decision of this committee will not be subject to the grievance procedure and/or arbitration procedure.

3. The committee cannot authorize payment of sick leave benefits in excess of the number of days available in the sick leave bank at that time. If necessary, the committee may by majority approval authorize additional contributions by the employees to the sick leave bank.

4. To establish the fund in the first year, employees may donate up to three (3) days so long as they have a minimum of fifteen (15) days accrued sick leave. In future years, employees may donate one (1) day annually for every fifteen (15) days of accrued sick leave balance, up to a maximum of three (3) days.

ARTICLE XIX
PERSONAL LEAVE

Each full-time employee with at least one year of service is allowed three (3) personal days each fiscal year. Except in an emergency, the employee should obtain approval from his/her supervisor at least forty-eight (48) hours in advance of taking the personal day. One personal day may be carried over into the following year with the approval of the Town Manager. Upon separation from service, an employee with at least 12 months of service will receive payment for unused personal days at the rate of ½ day for each 6 months of service in the fiscal year.

ARTICLE XX
POSTING OF TIME

The Town shall maintain a complete record of all accrued leave time earned by each employee, and an up-to-date record of the employee's sick, vacation, personal, and comp time to be accessible to each employee through the Time and Attendance system. Also, if the Union Steward requests a copy of a covered employee's record of time for the purposes of the usage of the Sick Leave Bank such records of time will be provided.

ARTICLE XXII
JURY DUTY

An employee required to serve on jury shall be paid the difference between the compensation received from jury duty (excluding travel allowance) and his regular compensation from the Town. Proper evidence of jury pay received must be submitted to the department head.

ARTICLE XXIII
OTHER LEAVES

Military Leave:

Regular employees who are called for temporary military duty shall receive the difference between the military pay (excluding travel allowance) and their regular pay in accordance with MA General Law (Chapter 137 of the Acts of 2003 as amended by Chapter 77 of the Acts of 2005). Employees' vacation time shall not be affected by such duty.

ARTICLE XXIV
LONGEVITY

All regular full-time employees shall receive longevity payments according to the following schedule:

Length of Service	Annual Amount
5 years	\$350.00
10 years	\$550.00

15 years	\$750.00
20 years	\$950.00
25 years	\$1050.00

This amount shall be paid in one lump sum in the first pay period following the anniversary date of the employee's date of hire. The date of hire shall be considered the date when the employee began work for the Town at least twenty (20) hours per week on a continuous basis. The years of service shall be calculated from this date of hire.

ARTICLE XXV
SEVERABILITY

If any of the provisions of this Agreement is found to be by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts, such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provisions of section 7, of Chapter 150E shall not be waived by the preceding paragraph.

The failure of the Town 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 Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

ARTICLE XXVI
OCCUPATIONAL SAFETY AND HEALTH

The Town recognizes the importance of providing and maintaining healthy and safe working conditions, and to initiate and maintain reasonable operating practices that will support employee health and safety. Both parties agree to work diligently to maintain compliance with all applicable health and safety regulations and to promote a safe and healthy workplace.

As such, a bargaining unit member may become a member of the Town's established Health and Safety Committee if s/he so desires. If more than one bargaining unit member is interested in serving as a member of the Health and Safety Committee, the bargaining unit will elect by ballot which individual they choose. Service to the Health and Safety Committee will not exceed one fiscal year if more than one individual is interested in this opportunity.

Section B: Worker's Compensation

The members of the bargaining unit shall be covered by provisions in MGL governing Worker's Compensation.

ARTICLE XXVII
EYEWEAR

The Town shall pay the cost of repairing or replacing prescription eyewear, dentures or hearing aids damaged or destroyed as a result of an employee performing work duties, once per fiscal year and up to a maximum of \$250.00

ARTICLE XXVIII
LICENSING FEES AND STIPENDS

- A. The Town will reimburse any bargaining unit member renewal fees, and provide associated training courses, for specialized licenses necessary for general operations.

ARTICLE XXXII
DISTRIBUTION OF CONTRACT

The Town agrees to print/photocopy enough copies of the signed contract for internal distribution and to provide one (1) copy to each member of the bargaining unit, who request a copy, within thirty (30) days of the Town Meeting.

ARTICLE XXXIII
DISCIPLINE

- A. No employee shall be reprimanded, suspended, discharged, or otherwise disciplined except for cause. The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages from minor to severe. As appropriate, such action is intended to bring about the necessary change in work habits.

Disciplinary actions may include any of the following, but not limited to: oral reprimand, oral reprimand with notation to the personnel file, written reprimand, suspension with pay, suspension without pay, demotion, and/or discharge.

- B. All complaints or disciplinary reports against any employee shall be made known to employee and, if written, the employee shall be given a copy of said complaint or disciplinary report.
- C. The employee may submit a written rebuttal to be attached to disciplinary report.

ARTICLE XXXIV
SECURITY CAMERAS

The Union acknowledges the Town of Cohasset utilizes video surveillance cameras at and around the Town buildings for the purposes of maintaining security of the building and property of the Town. The Town shall provide in all instances copies of any tape it may intend to use in any manner of discipline. said tape shall contain an accurate date and time stamp. In all events the Town will refrain from recording audio and remain in compliance with all laws regarding wiretapping both Federal and State mandates.

ARTICLE XXXV
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021. The Agreement shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least ninety (90) days prior to the date of expiration.


Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31 of any subsequent contract year advising that such party desires to revise this Agreement and this Agreement shall remain in full force and effect until such changes and revisions have been approved.

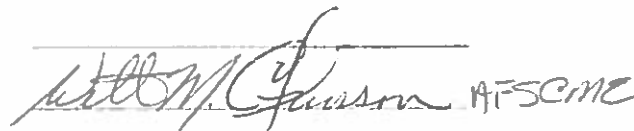
The American Federation of State, County and Municipal Employees Council 93, Local 1395 and the employees agree that they will not cause, condone, sanction or take part in any strike, walkout, slowdown or work stoppage during the term of this Agreement or during any period of time while negotiations are in progress, or pending between the parties for a continuance or renewal of it. The fact as to whether such action has taken place and the determinations of the involvement of any individual or individuals shall be the subject of the arbitration process or procedure. Employees participating in any strike, walkout, slowdown or work stoppage shall be subject to discharge.

We, the undersigned representatives of the Town of Cohasset, the Employees, and the American Federation of State, County and Municipal Employees Council 93, Local 1395 have negotiated the above Agreement in good faith and agree to sponsor same before the Town Meeting as a fair and equitable contract fairly reflecting the needs of both the Town of Pembroke and the employees.

TOWN OF COHASSET
BOARD OF SELECTMEN

AFSME, COUNCIL 93
LOCAL 1395, AFL-CIO (Facilities)





DATE: _____

Appendix A – Classifications and Salaries

FY 2019 Public Works Wage Schedule

FY19 2% COLA

10% between grades & 2% between steps

	1	2	3	4	5	6	7	8	9	10
FAC-1	\$21.60	\$22.03	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33	\$24.82	\$25.32	\$25.83
FAC-2	\$23.76	\$24.24	\$24.72	\$25.21	\$25.71	\$26.22	\$26.74	\$27.27	\$27.82	\$28.38

FY 2020 Public Works Wage Schedule

FY20 2% COLA

10% between grades & 2% between steps

	1	2	3	4	5	6	7	8	9	10
FAC-1	\$22.03	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33	\$24.82	\$25.32	\$25.83	\$26.35
FAC-2	\$24.23	\$24.71	\$25.20	\$25.70	\$26.21	\$26.73	\$27.26	\$27.81	\$28.37	\$28.94

FY 2021 Public Works Wage Schedule

FY21 2% COLA

10% between grades & 2% between steps

	1	2	3	4	5	6	7	8	9	10
FAC-1	\$22.47	\$22.92	\$23.38	\$23.85	\$24.33	\$24.82	\$25.32	\$25.83	\$26.35	\$26.88
FAC-2	\$24.72	\$25.21	\$25.71	\$26.22	\$26.74	\$27.27	\$27.82	\$28.38	\$28.95	\$29.53