

AGREEMENT BETWEEN THE

TOWN OF SWAMPSCOTT

AND THE

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CO

COUNCIL 93, LOCAL 2610

(Town Hall Clericals Unit)

July 1, 2018

Through

June 30, 2021

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## PREAMBLE

WHEREAS, the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93, LOCAL 2610 (hereinafter called the "Union"), was certified by the Labor Relations Commission of the Commonwealth of Massachusetts as the exclusive representative of certain employees of the Town of Swampscott, to wit, the Town Hall Clericals Unit, (hereinafter called the "Town" or the "Employer"); and

WHEREAS, the parties hereto desire to establish and maintain harmonious and a state of mutual understanding and cooperation between them,

NOW, THEREFORE, in consideration of their mutual promises and Agreements herein contained, the parties hereto mutually covenant and agree as follows:

## ARTICLE I

The Board of Selectmen (hereinafter called the "Board") recognizes the Town Hall Clericals Union as the exclusive collective bargaining representative for the purpose of determining wages, hours and conditions of employment for:

All non-professional employees at the Town Hall in the position of clerk and Administrative Assistant but excluding all other employees of the Town of Swampscott.

The parties agree to meet and bargain over the inclusion of the Assistant Clerk/Assistant Collector Supervisor positions, relative to pay grade and job duties during fiscal year 2019.

## ARTICLE II - NO DISCRIMINATION

There shall be no discrimination, interference, retaliation, restraint or coercion by the Board, Union, or their respective agents against any employee because of his/her membership or non-membership in the Union or activities on behalf of the Union.

## ARTICLE III - CHECK OFF

The Board agrees that from and after receipt of written authorization it will deduct from the salary of the employee executing said authorization the sum per week designated as Union dues.

1. Deductions provided for above shall be remitted to the authorized financial officer or the union on a weekly basis. The Board shall simultaneously furnish the financial officer of the Union each month a record of the employee's form whose earning deductions have been made and the amount of the deductions.

The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Board in accordance with the terms of this Article or in reliance upon the authorizations describe herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employees.

During the life of this collective bargaining agreement, it is provided that there will be payment of an

agency service fee on or after the 30th day of employment to State Council 93, Local 2610, American Federation of State, County and Municipal Employees, AFL-CIO, if applicable.

## ARTICLE V - GRIEVANCE PROCEDURE

Both parties recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time.

### Section 1:

A grievance shall be defined as a complaint between the Management and the Union and/or the employee involving an alleged specific and direct violation of a specific provision of the Agreement.

### Section 2:

A grievance must be presented within five (5) working days of the time of the occurrence of the act, decision, or ruling forming the basis of the grievance and must be processed in accordance with the steps below:

#### Step 1:

The employee shall present the grievance, in writing, to his/her immediate supervisor, or his/her designee, who shall give the employee-grievant his/her answer, in writing, to the grievance within five (5) working days.

#### Step 2:

If the grievance is not satisfactorily settled, it may be appealed, in writing, to the Personnel Manager or his/her designee within five (5) working days after the employee's receipt of the writing answer from Step 1.

The Personnel Manager or its designated representative-member, the grievant, and/or chairperson of the Union or his designee, shall meet to discuss the grievance within fourteen (14) calendar days.

The Personnel Manager will then give his/her written answer to the grievance within five (5) working days of the meeting.

#### Step 3:

If the grievance is not satisfactorily settled, it shall be appealed to the Town Administrator within five (5) working days after the employee's receipt of the written answer of the Personnel Manager.

The Town Administrator shall meet to hear the grievance within five (5) calendar days. The Town Administrator and the Union shall have the right to be represented by counsel, to call witnesses, give testimony, present evidence, and argue orally in support of their respective positions. The parties shall have the right to file briefs within five (5) calendar days of the hearing.

The Town Administrator shall render his/her written decision on Appeal within ten (10) calendar days of the hearing.

If the Union fails to comply with any of the filing deadlines set forth in this article, its grievance shall be waived with prejudice. If the Town fails to comply with any of the response deadlines, it shall be considered a denial of the grievance and the Union may proceed to the next step of the grievance procedure. The filing deadlines may be extended by mutual agreement of the parties.

Step 4:

If no satisfactory settlement of the grievance is made, it may be appealed to arbitration by written notice served upon the Town Administrator within thirty (30) working days after the written decision on Appeal of the Town Administrator under Step 3.

Section 3:

Management, if it has any grievance, shall initiate the grievance through the Personnel Manager at Step 2 of Section 2 by submitting the grievance, in writing, to the Chairperson of the Union. The Personnel Manager and his/her designee and Chairperson of the Union and Council 93 Agent shall meet to discuss the grievance.

The Union shall give its written answer to the grievance within ten (10) working days following the meeting. If no satisfactory settlement of the grievance is made, Management may appeal the grievance to the Town Administrator and thereafter to arbitration in accordance with the procedures described above in Section 2, Step 4.

Section 4:

Except in cases where an employee reasonably feels that his/her physical welfare and safety is in danger, employees will perform as told by their supervisor pending final resolution of the grievance.

ARTICLE V - ARBITRATION

Any grievance which remains unsettled after having been processed through the grievance procedure pursuant to Article V which involves the interpretation or application of a specific provision of the Agreement shall be submitted to Arbitration upon written request of either the Union or the Town Administrator provided such request is made within thirty (30) calendar days after the final decision of the Town Administrator has been given in writing to the Union.

A request for Arbitration shall state in reasonable details the nature of the dispute, the specific provision of this Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.

Within fifteen (15) working days following written request for arbitration of a grievance, the Town Administrator or the Union may request the American Arbitration Association to submit a panel of names from which an arbitrator may be chosen the selection of an arbitrator and the conduct of any arbitration, the voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter the provisions of this Agreement or determine the arbitrability of any issue.

The cost of the arbitration proceedings shall be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representative.

Any matter subject to the provision of the Civil Service Law and Rules and statutory requirements shall not be subject to arbitration.

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de novo without according any weight to any decision on arbitrability that may have been previously made by the Arbitrator and/or any administrative, agency in the same case.

#### ARTICLE VI - MANAGEMENT'S RIGHTS

The parties agree that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Board or Town Administrator retains all rights, powers, and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion without any such lawful exercise being made the subject of a grievance or unfair labor practice charge.

The category of exclusive rights, powers and prerogatives retained and reserved to the Board or Town Administrator shall expressly include, and nothing herein shall be deemed to limit, impair or qualify, the Board's or Town Administrator's exclusive right to manage the Town's operations, to direct and control those operations, and independently to make, and carry out, and execute, all plans and decisions deemed necessary by the Board or Town Administrator in its judgment to the welfare, advancement and best interests of the Town departments; and to execute and implement into policy all plans and decisions required of the Board or Town Administration by Town Meeting, mandatory directives passed by the Legislature or issued by a superior governmental authority which the parties hereto recognize and agree are not proper subjects for either mandatory or permissive collective bargaining.

Said rights, powers and exclusive prerogatives include by are in no way to be construed as limited to the rights, power and exclusive prerogative to: hire (full, part-time, seasonal, temporary employees); fire; suspend; or in any other manner discipline; promote; demote; lay-off or otherwise reduce the work force; transfer permanently or temporarily; assign or reassign (permanently or temporarily); evaluate the performance of; prescribe hours for the working conditions or; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations or eligibility for any in-step wage increases for; promulgate rules and regulations concerning the working conditions and safety of, regulate and restrict the use of Town property ( real or personal) by; make any deductions because of the absence of or failure to perform work by; and prescribe any safety and training program of policies for employees of the Town Departments; and to assign work to whatever personnel, either in or out of the unit, and to determine the amount and kind of work to be subcontracted.

## ARTICLE VII - NO-STRIKE CLAUSE AND THE CONTINUITY OF EMPLOYMENT

In recognition of its obligations under the provisions of Section 9A of Chapter 150E of the General Laws, the Union hereby agrees and affirms that during the term of this Agreement, neither it nor any of its agents will engage in, incite, or participate in any strike, sit-down, stay-in, work stoppage, withholding of services, concerted sick call-in or leave taking, or intentional unauthorized absences, or any other unlawful interference with assigned or expected work.

### Section 2:

The Union further agrees that should any strike, sit-down, stay-in, work stoppage, withholding of services, concerted sick call-in or leave taking, or intentional unauthorized absences or any other like or similar interference occur, it shall put forward every reasonable effort to immediately have the activity terminated.

### Section 3:

Individual employees who violate Section 1 and Section 2 hereof shall be subject to disciplinary action.

### Section 4:

It is agreed that the Board will not seek monetary damages against the Union for violation of this Article as long as, in the judgment of the Board, the Union fully complies, and continues to comply with the provisions of Section 2 hereof.

## ARTICLE VIII - UNION ACTIVITY AND EMPLOYEE PARTICIPATION

### Section 1:

If the Board, or its representatives, schedules negotiations during working hours, the representatives of the Union shall attend such negotiating sessions without loss of pay or benefits.

### Section 2:

The Union agrees to promptly notify the Board or Town Administrator of any changes in the identity of its officers or authorized agents.

### Section 3:

Designated Union stewards shall not suffer a loss of pay or benefits for the time reasonably necessary for the investigation and presentation of grievances.

### Section 4:

The Board agrees to supply one (1) Bulletin Board or part of an existing board for each division in a central location for the exclusive use of the union.

### Section 5:

The Board agrees to grant authorized representatives of the union and the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council No.93 license to enter upon Town property for the reasonable discussion of Union business and affairs with employees.

### Section 6:

The Union and the Town will each be responsible for reproducing its own contracts and amendments from one original to be furnished by the Town for use of both parties.

## ARTICLE IX - EMPLOYEE PROMOTIONS, REASSIGNMENT, DISCHARGE, SUSPENSION, REPRIMAND OR OTHER DISCIPLINE

### Section 1:

If an employee is to be verbally warned by a supervisor, no notification of such action will be required. The employee shall receive a written copy of the verbal warning within fifteen (15) calendar days of the date of the warning.



Section 2:

If any employee is to be given a written reprimand, he/she shall be notified by the supervisor or the Town Administrator or his/her designee in writing at least twenty-four (24) hours in advance. Said notice shall set forth a complete description of the reasons for the reprimand and a set date and time to meet with the supervisor. Employees have the right to have an officer of the Union present at such action.

Section 3:

No employee will be disciplined, or reprimanded, or suffer any loss of pay or promotion without just cause.

Section 4:

The Town Administrator or his/her designee, upon written request, will provide the Union with reasonably relevant material as is necessary, to enable the Union to fully protect the rights of its members and to interpret and police this Agreement. The Union will bear any reasonable cost to the Town providing such information as relates to this Section.

Section 5:

Each employee shall receive on a one-time basis a complete photocopy of his/her existing personnel file upon written request, and to receive a copy of any material added to their file at any time in the future once per year. Nothing over five years shall be used in any evaluation or discipline. If no new occurrences within five years, any derogatory letter shall be removed.

## ARTICLE X - SENORITY

Section 1:

Each employee in the bargaining unit shall have and accumulate contractual seniority on the basis of total length of continuous service as an employee of the Town of Swampscott.

Section 2:

Employees shall lose their contractual seniority for the following reasons:

Resignation or other voluntary termination; Discharge for cause; Retirement; and Sustained absence from normal duties for a period of sixty (60) days without filing application for a leave of absence, sick leave, or other request for authorization of absence with the Town Administrator or his/her designee or, if granted a leave of absence, the employee accepts employment elsewhere without prior approval.

Section 3:

The principal of seniority shall govern and be applied in cases of promotion within the bargaining unit, reassignment, lay-off, and choice of vacation period. The Supervisor or the Town Administrator or his/her designee, however, shall have the right to reasonably maintain a balanced work force in considering the relative qualifications and demonstrated abilities of employees within said Supervisor's or Town Administrator's or his/her designee's discretion and judgment; or, in reasonable cases of emergency. The Town shall follow MGL Chapter 149, Section 52c (as amended in honoring requests pursuant to this section).

ARTICLE XI - JOB POSTING AND BIDDING

Section 1:

When a vacancy occurs in a bargaining unit position, the vacancy will be posted on a bulletin board in a conspicuous place in a notice containing the grade, pay rate, a brief description of the duties, and qualifications. The notice shall remain posted for a period of five (5) working days. The Union will be notified of the vacancy, in writing, prior to the posting.

Employees may apply for the vacant position throughout the five (5) working day posting period and up to the three (3) most senior applicants for the vacant position will be considered on the basis of seniority, background, training, past record, experience, proven ability, scheduling availability and work force balance, among other things. The Board agrees to reasonably weigh and consider seniority as a factor in considering the bids of the three (3) most senior bidding employees and, where all the other factors listed herein are relatively equal, seniority shall be the determining factor.

Section 2:

Within five (5) working days after the last day of the posting period, the Town Administrator or his/her designee shall award the position to the successful applicant.

The successful applicant shall be given a thirty (30) day trial period in the new position at the applicable rate of pay. If, at the conclusion of the trial period it is determined in the judgment of the Supervisor or Town Administrator that the employee is not qualified to perform the work required of the new position, the successful applicant shall be returned to his old position at this old rate of pay.

The again vacant position shall be re-posted; the employee who failed to qualify for the position during the trial period shall not be eligible to bid for the job.

## ARTICLE XII - JOB CLASSIFICATION AND PAY SCALES

### Section 1:

All regular full-time bargaining unit employees of the Town shall not be eligible for consideration for advancement to the next higher step, or for increase in pay when employee has reached highest step, until such time as the employee has completed one year of employment at each step, except that the Supervisor, after review, reserves the right to request employee be given a higher rate before the year is completed when it is found that the employee shows exceptional knowledge and skills in this position.

### Section 2:

Promotions from minimum to maximum steps within grade shall be successive steps annually; salary increases of any kind are not automatic but shall not be withheld except for good cause. All new employees must start at Step 1.

### Section 3:

An employee promoted or reclassified to a higher rated position or grade shall enter it at the minimum rate (or step) for the appropriate compensation grade; except, however, that if his/her existing rate is the same or higher than the minimum rate for the higher-rated position, he/she shall be moved to the next step above his/her present salary.

### Section 4:

The salary of each employee in the bargaining unit shall be determined pursuant to the provisions set forth in Exhibit A, attached.

Wages shall be increased as follows: (See appendix A)

7/1/18	2% wage increase
7/1/19	2 % wage increase
7/1/20	2% wage increase

Employees will receive a onetime \$500 payment on July 1, 2018

### Section 5:

All regular full-time bargaining unit employees shall be granted a longevity award, computed in the following amounts on July 1 of each contract (fiscal) year:

5 Years of Completed Service	\$300.00
6 Years of Completed Service	\$350.00
7 Years of Completed Service	\$400.00
8 Years of Completed Service	\$450.00
9 Years of Completed Service	\$500.00

10 Years	of Completed Service	\$550.00
11 Years	of Completed Service	\$625.00
12 Years	of Completed Service	\$675.00
13 Years	of Completed Service	\$725.00
14 Years	of Completed Service	\$775.00
15 Years	of Completed Service	\$825.00
16 Years	of Completed Service	\$875.00
17 Years	of Completed Service	\$925.00
18 Years	of Completed Service	\$975.00
19 Years	of Completed Service	\$1025.00
20 Years	of Completed Service	\$1075.00
21 Years	of Completed Service	\$1075.00
22 Years	of Completed Service	\$1075.00
23 Years	of Completed Service	\$1075.00
24 Years	of Completed Service	\$1075.00
25 or More Years		\$1675.00

## ARTICLE XIII – HOURS OF WORK AND OTHER DUTIES AND CONDITIONS OF EMPLOYMENT

### Section 1:

The regular hours of work for employees are as follows: Town Hall Clericals and Custodians  
 Town Hall Clericals shall work Monday through Thursday from 8:00 a.m. to 4:30 p.m. with one (1) hour off for lunch and on Friday from 8:00 a.m. to 12:00 noon.

The schedule of hours of offices in the Town Hall shall be flexible enough to provide for proper coverage of said offices.

### Section 2:

In the event of emergency conditions, whenever conditions reasonably permit, for approximately *every* four (4) hours of continuous working time, an employee will be granted up to forty-five (45) minutes to eat without loss of pay.

### Section 3:

Normally, the basic work schedules and hours of work of employees will not be substantially modified unless or until the Union is notified of the Board or Town Administrator's contemplated change and has given an opportunity to discuss the Board's decision and its effects upon the employees; provided, however, that the Board or Town Administrator reserves the right to distribute employees or ability and qualifications so as to maintain a balanced Department; and provided, further, that the Supervisor or Departmental Board shall have the right to adjust and arrange schedules to allow for annual vacation schedules. The provisions of this Section shall not apply to emergency conditions.

Section 4:

In the event that the Town Hall is closed by order of the Town Administrator because of inclement weather, Town Hall employees shall not lose pay or benefits.

ARTICLE XIV - OVERTIME

Section 1:

Employees shall be paid overtime at the rate of one and one half (1 1/2) times their regular rate of pay for work performed in excess of their work schedules set forth in Section 1 of Article XIII. Employees shall be paid at the rate of double (2) times their regular rate of pay for all work performed on Sundays.

Section 2:

Employees who have completed their normal workday hours and assignments and have left the premises and are recalled to work before the next day's normal starting time by an authorized agent or the Board, shall be paid at the rate of time and one-half for all hours worked on such recall. Except in an emergency, and where reasonably possible, the employee shall be informed by 1:00 p.m. on any day he/she is to be recalled for overtime work.

Employees that are recalled under the provisions of this Section shall be guaranteed a minimum of four (4) hours; pay at time and one-half. Overtime recalls which exceed four (4) hours shall be paid as five (5) hours and recalls, which exceed five (5) hours, shall be paid as six hours and after six (6) hours, an employee shall be paid for eight (8) hours. Section 3:

Overtime shall be equally and impartially distributed among qualified personnel in each area where such personnel ordinarily perform such related work and duties in the normal course of their workweek. Such work shall be first offered to those employees in the area which the overtime exists before being offered to other bargaining unit members employed outside the area.

The Department Head shall keep and maintain a record of overtime worked by employees. The list of overtime worked shall be forwarded to the Union Chairperson every two (2) months beginning with the first full two (2) month period following the signing of the contract.

Section 4:

Under normal circumstances, overtime work shall be voluntary; except that employees, who refuse to work overtime or are unable to be contacted by the Supervisor, shall be credited on the overtime records only for the purpose of overtime distribution, as though they had actually worked overtime.

Section 5:

For purposed of the computation of overtime work on employees' pay records, overtime shall not consider sick, personal, or vacation time as part of the workweek for accrual of overtime.

Section 6:

Employees who function as secretary to a Town Board or Department shall receive two (2) hours minimum at overtime to attend and take meeting minutes for meetings that take place outside normal business hours.

ARTICLE XV - VACATIONS

Section 1:

Vacation leave approved by the Supervisor will be granted each year, provided the Supervisor shall have the discretion to approve vacations so as to maintain and retain a reasonably balanced work force.

Section 2:

After initial selection of a vacation period, if an employee then desires to change vacation, he/she shall be able to give reasonable notice of such change, and the employee's request shall be honored whenever feasible.

Section 3:

Upon termination of employment the employee shall receive payment equal to the amount of vacation pay the employee has accrued. If termination is caused by death of the employee, such payment will be made to the estate of the employee.

Section 4:

Employees hired after 7/1/2018 shall receive the following vacation:

Employees who have been regularly and continuously employed by the Town shall accrue vacation leave monthly beginning with the first day of calendar year. Vacation leave must be taken in a minimum of one (1) hour increments. Vacation leave will accrue based on the following schedule

After one (1) year of service	One (1) weeks' vacation
After two (2) years of service	Two (2) weeks' vacation
After five (5) years of service	Three (3) weeks' vacation
After five (10) years of service	Four (4) weeks' vacation
After ten (15) years of service	Five (5) weeks' vacation

(NOTE: There shall be one (1) additional day of vacation given for each year of service between years six (6) through nine (9)).

Extra vacation weeks earned for 5, 10 or 15 years' of service and extra vacation days earned for service between years 6 through 9, shall be available in the anniversary year after the anniversary date, but prior to the next January 1, which begins the new vacation entitlement year.

Section 5:

Effective July 1, 2004, employees will be permitted to use vacation leave not yet earned in a calendar year. However, employees who terminate their employment with the Town, voluntarily or otherwise, during the calendar year will be required to reimburse the Town for any vacation time used but unearned as of the date of termination.

Section 6:

Employees who are reinstated or re-employed shall be credited with previously earned and accumulated vacation leave as a result of employment by the Town of Swampscott when such reinstatement or re-employment occurs within three (3) years of their previous employment by the Town of Swampscott.

Section 7:

Employees shall receive credit for time worked within the Town of Swampscott, in State Government Service or Municipal Service for the purpose of computing vacation time. Employees who worked less than full time for the agency will receive pro-rated credit. Appropriate documentation must be provided within thirty (30) days of the date of hire with the Town.

Section 8:

Employees with three (3) or more weeks may carry one (1) week of vacation leave into the next calendar year for use therein. Employees with four (4) week's vacation may buy back their fourth (4th) week at straight time. There shall be a maximum of two (2) weeks of buy back in any calendar year, i.e. the current year's fifth (5th) week and the fifth (5th) week carried over from last calendar year.

Section 9:

New employees will be provided, in the first year of employment, with one (1) day of vacation for each full month of employment not to exceed ten (10) days during the first calendar year worked.

## ARTICLE XVI - HOLIDAYS

Section 1:

The following days shall be paid holidays on the date celebrated or on the day designated by the Commonwealth of Massachusetts as the holiday:

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

Employees will receive his/her birthday off on the actual day the birthday falls within the regularly scheduled workweek or one (1) of the following religious holidays off with pay; Ash Wednesday, Holy Thursday, Good Friday, Rosh Hashanah or Yom Kippur. If an employee's birthday falls on a regularly scheduled holiday during the workweek, the employee shall receive the closest workday to the holiday off with pay. If an employee's birthday/religious holiday falls on a Friday the employee shall receive the Friday off only if the employee's birthday/religious holiday falls on the weekend or on the employee's regular day off, he/she shall not receive the day off.

The parties agree to meet annually prior to September 30<sup>th</sup> to discuss additional holidays and hours for the calendar year.

#### Section 2:

When any of the holidays listed above in Section 1 falls on an employee's normal day off, the nearest scheduled working day shall be considered to be the holiday.

#### Section 3:

Holiday leave pay shall be seven and one half (7.5) hour's pay at straight time rate, for normal working day.

#### Section 4:

Employees who are required to work on one of the holidays listed above in Section 1 except Thanksgiving Day, Christmas or January 1 shall receive in addition to regular holiday leave pay as provided above in Section 3, and additional day's pay for eight (8) hours work (or normal work day) at time and one half for each hour worked except, however, in no event will an employee be required to work less than four (4) hours.

#### Section 5:

Employees who are required to work on Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day or January 1<sup>st</sup> in addition to their regular holiday leave pay as provided above in Section 3, shall be compensated at the rate of double (2) times their regular rate of pay for all work performed on the designated holidays above in this section except, however, in no event will an employee be required to work less than four (4) hours.



Section 6:

If any of the holidays listed above in Section 1 falls during an employee's vacation leave, he/she shall receive an additional day's paid vacation.

ARTICLE XVII - SICK LEAVE, ADDITIONAL INJURY LEAVE, MILITARY LEAVE AND OTHER AUTHORIZED LEAVE

Section 1:

Sick Leave:

Sick Leave shall be credited at the rate of one and one-quarter (1 1/4) days per month of sustained and continuous employment for the Town of Swampscott.

Sick Leave shall be accumulated without limit.

Sick Leave credit shall commence at once for employees beginning their employment on the first working day of a calendar month; otherwise sick leave shall commence on the first day of the month following the first day of employment and shall accumulate each calendar month thereafter.

Employees who have an aggregate of more than one (1) day of leave without pay or other unauthorized leave or absence shall not receive sick leave credit for that month.

Sick Leave may be granted at the discretion of the Town Administrator or his/her designee to employees only under the following conditions:

When they are incapacitated from the performance of their duties by illness or injury.

When through exposure to a contagious disease the presence of the person at his job would reasonably jeopardize the health of others.

In case of serious illness of the husband, wife or child of the employee, or in case of serious illness to the parent of either the employee or his spouse, or of a person living in the immediate household of an employee; then, in such cases, he may be granted sick leave with pay not to exceed seven (7) working days within any one (1) calendar year.

Sick leave benefits will not be paid the day before or after a scheduled day off, holiday or vacation day unless the employee is able to satisfactorily verify such illness by submitting a doctor's certificate within seven (7) workdays. Sick leave taken before or after a paid holiday will result in the loss of pay for that holiday, unless the employee can satisfactorily verify such illness by submitting a doctor's certificate within seven (7) workdays.

If a Department Head has reason to believe that sick leave is being abused or used excessively by an employee, the employee will be required to meet with the Department Head or Town Representative to resolve the matter. The employee may choose to have union representation at such meeting. The Town will provide the employee with documentation of abuse/excessive use of sick leave. The Town also retains the right to request medical documentation from the employee for any use of sick leave and to have an employee examined by a Town designated physician at the Town's expense.

As stated above in Paragraph 5, while the granting of sick leave is discretionary with the Town Administrator or his/her designee, if granted, the qualifying employee must thereafter comply with the rules defined herein:

Notification of absence must be given to the Town Administrator or his/her designee, as early as possible on the first day of absence, and each subsequent day thereafter and from time to time for extended absences at the discretion of the Town Administrator or his/her designee.

If such notification is not given within a reasonable time under the circumstances, then the Town Administrator or his/her designee, may at its discretion charge such time as absence without pay.

In instances where an employee has been absent for five (5) consecutive workdays or more on account of sickness or for absence due to illness in the immediate family, or where the Town suspects sick leave abuse may be occurring, the employee will be required by the Town to submit a doctor's certificate to the Town Administrator or designee as proof of illness prior to receiving sick leave pay. If upon written request, the certification of the physician is not filed by the employee within seven (7) days, then such absence may thereafter be applied or charged at the discretion of the Town Administrator or his/her designee, to absence without pay.

By the execution of this Agreement, the Union affirms that it is aware of the Town Administrator or his/her designee responsibilities and obligations under the Town's by-law in the area of sick leave and understands and accepts such limitations of authority as appear herein:

All sick leave with pay must be reported to the Town Administrator or his/her designee in such form at such time as the Town Administrator or his/her designee may require; and

The Town Administrator or his/her designee may require of an employee further and different evidence that such leave comes within the provisions of the Sick Leave Policies, Regulations and By-laws of the Town.

If, upon examination of the evidence presented to the Town Administrator or his/her designee and such other evidence under the provisions of paragraph (2) above, the Town Administrator or his/her designee is of the opinion that said

leave is not in accordance with the sick leave provisions of the Policies, Regulations and By-laws of the Town, the Town Administrator or his/her designee shall notify the union and employee of such. After reasonable notification and explanation by the Town Administrator or his/her designee to the union and the employee, said leave shall be changed from sick leave and changed to leave without pay, absence without pay, or vacation leave.

Sick Leave in excess of the number of days accumulated may be granted at the sole discretion of the Town Administrator or his/her designee.

Extended Sick Leave: Upon return to work following extended sick leave in excess of five (5) consecutive working days, the Town Administrator or his/her designee, at its own expense may require a physical examination to determine the employee's fitness for duty. If the employee so desires, he/she may be represented at such Town examination by a physician of his/her own selection.

Sick Leave earned by an employee following his/her return to duty after a leave without pay or absence without pay shall not be applied against such leave or absence as specifically provided herein.

Employees whose employment by the Town is uninterrupted shall retain all accrued sick leave credits.

Each employee, upon retirement from Municipal service, shall be entitled to a payment equal to his or her daily rate of pay at a twenty percent (20%) buy back of up to a cap of 250 days, but in no case shall this payment be more than six thousand five hundred dollars (\$6,500.00). Employees hired after 7/1/14 will not be eligible for sick leave buyback upon retirement. Current employees will receive a lump sum payment of \$250 on 7/1/15.

Employees who are reinstated or who are re-employed shall be credited with the sick leave credits they had accrued at the termination of the previous service; except, however, that no credit for previous service may be allowed where reinstatement or re-employment occurs after an absence of three (3) years or more except upon specific written approval of the Town Administrator or his/her designee for any of the following reasons:

Illness of the individual employee seeking reinstatement or re-employment.

Dismissal or termination through no fault or delinquency attributable solely to the employee seeking reinstatement of re-employment.

Injury while in the service of the Town in the line of duty and for which such person would be entitled to receive Workman's Compensation Benefits. (This provision does not apply to any employee subject to the General Laws – Workmen's Compensation Act).

If an employee has no sick leave credits, then any such absence because of illness shall be charged at the discretion of the Town Administrator or his/her designee to: leave without pay, absence without pay, or vacation leave; but shall be charged off on the same basis as above, except as provided above in Paragraph 7 hereof.

Section 2:

Additional Injury Leave:

In addition to the sick leave benefits described in Section 1, persons injured in the service of the Town, in the line of duty, shall be entitled to such provisions or the law as may not or hereinafter be enacted only upon completion of the leave of absence with pay on account of sickness as specifically provided herein; except, however, that such salary and wages may be paid in part until any sick leave allowance which the employee has to his/her credit has been depleted, any other valid provision of law notwithstanding. An employee who is entitled to any sick leave allowance may take such of his/her sick leave allowance payment, as (when added to the amount of any disability compensation provided by statute) will result in the payment to him/her of his/her full salary or wages (excluding overtime amounts).

And when an employee has sick leave credits available and is injured in the line of duty and such injury could result in a potential claim under Chapter 152 of the General Laws (Workmen's Compensation Act), said employee shall be paid his/her sick leave up to the extent of his/her credits only until payments under the Workmen's Compensation Law begin. Any adjustments due him/her because of the effects of this paragraph shall be made thereafter.

in computing a week's salary for the purpose of refunds or adjustments in the case of Workmen's Compensation, the periods being compared shall include in both cases the same calendar days used in making such adjustments, irrespective of the number of days in the regularly scheduled work week. At no time may an employee receive more than his/her regular salary for any period in question as the result of Workmen's Compensation, except in the case of vacation or overtime credits payable under Chapter 152, Section 69 of the General Laws.

Section 3:

Jury Leave:

Employees selected for jury duty shall be granted leave for the duration of such duty. Upon presentation by the employee of an affidavit of jury pay granted, said employee will be paid the difference between the jury pay and the employee's regular salary.

Section 4:

Personal Leave:

A personal leave of absence without loss of pay or benefits may be granted for any of the following reasons provided:

that the employee receives approval of such leave from the Supervisor or Town Administrator or his/her designee at least one (1) working day prior;

a maximum of two (2) days leave may be used for the purpose of extending vacation or holiday leave or any other type of leave of absence.

Up to one (1) "emergency" personal day may be used without the requirement of one (1) day notice but in no case later than thirty (30) minutes after the workday has begun. Approval of employee's supervisor or the Personnel Manager will be required for use of "emergency" time.

that the Supervisor or Town Administrator or his/her designee in their discretion may require the employee to submit reasonable proof verifying the reason for such absence;

For employees hired after 7/1/2018, personal leave shall not exceed 4 days in a calendar year. Effective 7/1/2020, all employees personal leave shall not exceed 4 days in a calendar year.

Any employee who uses no personal days during the fiscal (contract) year shall receive a lump sum payment of five hundred dollars (\$500.00) during the first pay period of July in the following fiscal year. An employee who uses one personal day shall receive Three hundred and fifty dollars (\$350.00) and an employee who uses two personal days shall receive two hundred dollars (\$200.00) during the first pay period of July in the following fiscal year.

Subject to the limitations defined above, Personal Leave may be granted for:

Emergency illness or injury in the family requiring an employee to make arrangements for medical care.

Attendance at a family graduation, marriage or religious function.

Attendance in court when under the obligation of a summons or subpoena.

Legal, business, household or family affairs that can only be transacted during working hours and which require the presence of the employee.

Time reasonably necessary for such officers and/or members of the union, not to exceed six (6) man days per year as may be designated by the union to attend State Conventions of the International Union and similar conferences or conventions within the state.

Any other reason approved by the Supervisor or Town Administrator or his/her designee.

Personal Leave/Maternity Leave-Employees shall be entitled to an unpaid maternity, paternity or adoptive leave of up to six months from the date of delivery or adoption upon presentation of written notice of their intent to take such leave.

Pregnant employees may continue to work for as long as her physician certifies she is able to do so.

An employee on maternity leave may utilize accumulated sick leave only during the period of physical disability as certified by a physician.

However, employees who are on maternity, paternity or adoptive leave, shall be entitled to use any accrued vacation, personal or compensatory time available and owed to them during their leave. Any other time taken *off* shall be subject to the provision of Section 1 and 4 of this article.

Upon returning from maternity, paternity, or adoptive leave, an employee may elect to work as a regular part-time employee for a period of up to six months provided that a return in such status can be accommodated

within the operating needs of the Town Hall as determined by the Town Administrator or his/her designee. The employee and the Town Administrator or his/her designee shall meet in an effort to make such arrangements. The Town Administrator or his/her designee shall not unreasonably refuse to make the necessary accommodations. At the end of one year, the employee may be required to return to the number of hours he/she worked prior to the commencement of the leave.

#### Section 5:

##### Death in Family:

In case of a death of a father, father-in-law, mother, mother-in-law, grandparent, sister, brother, spouse, child, brother-in-law or sister-in-law, grandchild, stepchild of an employee, the employee shall be granted a leave of absence not to exceed five (5) days (not including weekends or holidays) in case of death of a daughter-in-law, son-in-law, uncle, aunt, nephew or niece of an employee, the employee shall be granted a leave of absence not to exceed three (3) days (not including weekends or holidays). Third (3) day to be used as a personal or vacation day. Additional leave may be granted at the discretion of the Town Administrator or his/her designee.

#### Section 6:

##### Military Leave:

The Town Administrator or his/her designee will conform to the provisions of any universal military training law and any valid interpretations thereof affecting employees in the bargaining unit.

Employees are entitled to the provisions of Chapter 33, Section 59 of the General Laws, which provides for remuneration and other benefits during the time of their service in the armed forces of the state during their annual tour of duty as a member of a reserve component of the Armed Forces of the United States.

##### Family Leave (State Law):

Employees shall be granted non-paid leave for certain family obligations pursuant to MGL Chapter 149, Section 52d (as amended). Every effort will be made to coordinate the use of such leave with the department head on a timely basis. An employee's personal and sick leave account may be utilized should the employee wish to take this leave with pay.

#### Section 7:

Employees who are absent on sick leave, workers compensation or any other leave for more than ninety (90) consecutive calendar days will not continue to accrue vacation days during the remainder of their absence.

## ARTICLE XVIII – HEALTH AND WELFARE

### Section 1:

The Town of Swampscott agrees to pay their percentage according to the current PEC agreement, sixty (60) percent of the cost of a five thousand dollars (\$5,000.00) term life insurance policy, the details of which are covered in a supplementary booklet. The Board will deduct the employee's share from the payroll checks of participating employees upon receipt of the proper authorization signed by the employee.

### Section 2:

Since the present hospitalization and group insurance program is a master agreement negotiated between the Town and the respective insurance carriers, the Board makes no representation or admission as to its obligation or authority to negotiate individual changes in the Master Agreement as it affects the employees in bargaining unit. The Board agrees to notify the Union of any proposed changes, generations, modifications or amendments that affect the employee or the bargaining unit in sufficient time to allow the Union to study such proposals and present their positions to the proper authorities for consideration.

In the event, and to the extent the Town accepts Charter 100 of the Acts of 1968 of the General Court, this contract shall be amended so as to conform to the rights granted to the employees under said Act and action thereon shall be taken immediately.

### Section 3:

#### Rest Period:

All employees covered under this agreement shall, whenever possible, receive a twenty-minute rest period per workday except Fridays.

#### Clean Office Space:

A clean, safe, well-lighted, well-ventilated, heated and air-conditioned office space shall be provided.

## ARTICLE XIX - GENERAL PROVISIONS

### Section 1:

Employees will serve a six (6) month probationary period after being hired, which may be extended at the discretion of the Town up to a maximum of 1 year. Probationary employees do not have access to the grievance procedure if they are disciplined. The parties recognize that the employee would still be a member of the bargaining unit and would be subject to the provisions of Article III Check Off.

### Section 2:

The Board agrees to furnish such material, equipment, tools and special license fees (other than driver's license) which, in the opinion of the Supervisor and/or Town Administrator is reasonably required to perform duties assigned to the employees.

## ARTICLE XX – SEPARABILITY AND SAVINGS

Section 1:

If any Article, Section or Paragraph of this Agreement, or any Rider thereto should be held to be invalid by operation of law by any tribunal of competent jurisdiction, or if the compliance with or enforcement of, any Article, Section, or Paragraph should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article, Section or Paragraph to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall be affected thereby.

In the event that any Article, Section, or Paragraph is held invalid or enforcement of or compliance with, which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Paragraph during the period of invalidity or restraint.

Section 2:

It is specifically understood by the Union that any policy, directive, rule, or regulation of the Board and/or Town Administrator, written or unwritten, if not modified, abridged, or amended by this Agreement, remains and continues in full force and effect.

Section 3:

All Job benefits heretofore enjoyed by bargaining unit employees, which are not specifically provided for or abridged in this contract, are hereby protected by this contract.

## ARTICLE XXI - SCKLEAVE INCENTIVES

Section 1:

An employee who uses no sick leave for a six (6) month period ending December 31st will receive a cash incentive of three hundred dollars (\$300.00). An employee who uses one (1) day during the same period will receive a cash incentive of one hundred dollars (\$100.00). This will repeat for subsequent six (6) month periods January 1, through June 30, and to continue through this contract period.

An additional two hundred dollar (\$200.00) incentive will be paid if no sick days are used for an entire calendar year effective calendar 2004.

## ARTICLE XXII - FAMILY AND MEDICAL LEAVE ACT

The parties acknowledge and recognize the provisions of The Family and Medical Leave Act of 1993 as amended, and incorporate the same herein. The Town acknowledges its obligation to afford all covered employees an unpaid leave of absence consistent with its obligation under the FMLA.

## ARTICLE XXIII – DURATION

This Agreement shall remain in effect from July 1, 2018, up to and including June 30, 2021. Should both parties agree, any provision of this Agreement may be reopened for discussion during the term of this Agreement.



The parties agree to reopen this Agreement for the purpose of negotiating a new agreement prior to June 30, 2021.

EXECUTED at Swampscott this                      day of                      ' 2019.

FOR THE TOWN OF SWAMPSCOTT  
BOARD OF SELECTMAN

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FOR AFSCME, COUNCIL 93,  
LOCAL 2610, Town Hall Clericals

*Marcia L. Willis*  
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**Clerical Salaries**  
**AFSCME 2610**

	<b>07/01/2018</b>	<b>07/01/2019</b>	<b>07/01/202</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
<b>Clerical - 1</b>	36,992	37,732	38,486
<b>Clerical - 2</b>	39,579	40,371	41,178
<b>Clerical - 3</b>	42,569	43,421	44,289
<b>Clerical - 4</b>	44,531	45,421	46,330
<b>Clerical - 5</b>	46,491	47,420	48,369
<b>Clerical - 6</b>	49,050	50,031	51,031
<b>Clerical - 7</b>	51,256	52,2821	53,327

repeat for subsequent six (6) month periods January 1, through June 30, and to continue through this contract period.

An additional two hundred dollar (\$200.00) incentive will be paid if no sick days are used for an entire calendar year effective calendar 2004.

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FOR THE TOWN OF SWAMPSCOTT  
BOARD OF SELECTMAN

FOR AFSCME, COUNCIL 93,  
LOCAL 2610, Town Hall Clericals

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*Marcia L. Willis*  
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*[Large blue ink signature]*