

**AGREEMENT**  
**BY AND BETWEEN**  
**TOWN OF ORANGE**  
**AND**  
**SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 888**  
***CLERICAL EMPLOYEES***

**JULY 1, 2007 – JUNE 30, 2010**

## TABLE OF CONTENTS

PREAMBLE	3
ARTICLE 1 RECOGNITION	3
ARTICLE 2 UNION REPRESENTATION	3
ARTICLE 3 MANAGEMENT RIGHTS	3
ARTICLE 4 PAYROLL DEDUCTION/UNION DUES	4
ARTICLE 5 AGENCY FEE	4
ARTICLE 6 NONDISCRIMINATION	5
ARTICLE 7 DISCIPLINE	5
ARTICLE 8 GRIEVANCE PROCEDURE	5
ARTICLE 9 SENIORITY	8
ARTICLE 10 PROMOTIONS/RECLASSIFICATIONS	8
ARTICLE 11 LAY OFF	9
ARTICLE 12 VACATIONS	10
ARTICLE 13 HEALTH AND SAFETY	10
ARTICLE 14 HOLIDAYS	10
ARTICLE 15 BULLETIN BOARDS	11
ARTICLE 16 HOURS OF WORK	11
ARTICLE 17 BEREAVEMENT LEAVE	11
ARTICLE 18 JURY DUTY LEAVE	11
ARTICLE 19 MILITARY LEAVE	12
ARTICLE 20 LEAVE OF ABSENCE	12
ARTICLE 21 INSURANCE	12
ARTICLE 22 INDEMNIFICATION	13
ARTICLE 23 UNION STEWARDS	13
ARTICLE 24 ON THE JOB INJURY	13
ARTICLE 25 PERSONAL LEAVE	13
ARTICLE 26 SICK LEAVE	13
ARTICLE 27 SICK LEAVE BANK	14
ARTICLE 28 COMPENSATION	14
ARTICLE 29 OVERTIME AND CALL-IN PAY	15
ARTICLE 30 LONGEVITY	15
ARTICLE 31 NO STRIKE NO LOCKOUT CLAUSE	15
ARTICLE 32 MISCELLANEOUS	16
ARTICLE 33 DURATION	17
SIGNATURE PAGE	17
APPENDIX A	18
APPENDIX B	19
APPENDIX C	22
GRIEVANCE FORM	23

## **PREAMBLE**

This Agreement between the Town of Orange, hereinafter referred to as the "Employer", and the Service Employees International Union Local 888, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences arising between them concerning the terms of this Agreement and the setting forth of the basic Agreement covering hours of work and other conditions of employment to be observed between the Parties hereto.

### **ARTICLE 1 RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as to hours and other conditions of employment for all clerical and support staff employees excluding all supervisory, managerial and confidential employees at the Town of Orange, Massachusetts. A copy of the included positions as of July 1, 2007 is contained in Appendix A. Any new positions or alterations to current positions will be discussed and negotiated as to inclusion or exclusion in the bargaining unit.

### **ARTICLE 2 UNION REPRESENTATION**

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this agreement and shall act, represent and negotiate agreements and bargain collectively for all employees in the bargaining unit, and shall be responsible for representing the interest of such employees without discrimination and without regard to whether or not said employees are union members.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained and reserved exclusively to the Town including but not limited to the rights to manage the affairs of the Town and to maintain and improve the efficiency of its operations; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the work force; to determine the schedule and hours of duty consistent with the statutes and assignment of employees to work; to establish new job classifications and job duties and functions and to change, reassign, abolish, continue and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, assign and retain employees; for just cause, to transfer, discipline, suspend, demote and discharge employees; to require reasonable overtime; to promulgate and support reasonable rules and regulations pertaining to the operations of the Town and to the employees.

The enumeration of management rights in this Article is not to be construed as a limitation of management rights but rather as an illustration of the nature of the rights inherent in management.

#### **ARTICLE 4 PAYROLL DEDUCTION/UNION DUES**

Section 1: The Union shall have the exclusive right to the checkoff and transmittal of Union dues of each employee.

Section 2: An employee may consent in writing to the authorization of the deduction of union dues from his/her wages and to the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Employer, and shall be of the signature of the employee. An employee may withdraw his/her union dues checkoff authorization by giving at least sixty (60) days notice in writing to the Employer.

Section 3: The Employer shall deduct from the pay of employees who request such deduction in accordance with this Article and transmit such funds to the treasurer of the Union.

Section 4: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability arising out of the deduction of money for union dues from an employees' pay. The Union assumes full responsibility for the disposition of the moneies so deducted once they have been turned over to the treasurer of the Union. The voluntary authorization of the deduction specified therein shall be as follows:

"I hereby authorize and direct the Town Treasurer to deduct from any earnings accumulated to my credit any monthly membership dues charge against me by Local 888 of the Service Employees International Union upon presentation and formal demand, of the current monthly amount thereof, by the proper authorities (treasurer) of that organization, agreeing that the said Town of Orange, its officers and agents, shall be saved harmless for such deductions made under these circumstances. It is understood that I reserve the right to withdraw the authorization by giving at least sixty (60) days notice to the Town of Orange Treasurer, and by filing a copy of such notice of withdrawal of authority for such payroll deductions with the treasurer of said Local 888."

#### **ARTICLE 5 AGENCY FEE**

Section 1: In accordance with General Laws, c. 150E, sec. 12, all employees covered by this agreement who are not union members shall, after thirty (30) days of employment or the effective date of this agreement, whichever is later, be required as a condition of employment to pay the Union an Agency Service Fee, commensurate with the actual cost of collective bargaining and contract administration. Such Agency Service Fee shall not exceed the cost of the Union dues charged to employees in the unit who are members of the Union.

The Union agrees to provide an employee of the bargaining unit subject to this service fee with a substantiation of the fee when demanded by the employee.

Section 2: The Employer shall deduct Agency Service Fees from the pay of the employees who request such a deduction in accordance with Town policy to the Treasurer of the Union together with a list of employees whose dues are transmitted, provided that the Town Treasurer is satisfied by such evidence that he/she may require that, the Treasurer of the Union has given to the Town a bond, in a form approved by the Town Treasurer, for the faithful performance of his/her duties.

Section 3: The Union shall reimburse the Employer, Town of Orange, for any expenses incurred as a result of being ordered to reinstate an employee suspended at the request of the Union for not paying the Agency Service Fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for the failure to pay the Agency Service Fee. In such litigation, the Employer shall have no obligation to defend the suspension.

## **ARTICLE 6 NONDISCRIMINATION**

The Employer shall not discharge nor discriminate against any person with respect to promotion, assignments, or any other matter because of race, color, religion, creed, ethnicity, ancestry, sex, age, national origin, sexual orientation, handicap, union membership or union office, and all persons covered by the terms of this Agreement shall receive equal and full protection thereunder.

Any questions of discrimination may be processed through an appropriate administrative agency or through the grievance procedure. However, once an administrative or legal appeal is initiated in any other form other than the grievance arbitration procedure provided herein, then the grievance arbitration procedure will be stopped or closed. The intent of this section is to protect against dual litigation of the same issue.

## **ARTICLE 7 DISCIPLINE**

Section 1: If the Employer disciplines an employee, the employer shall have just cause for so doing. This shall not apply to the first (6) months of employment, which shall be a probationary period.

Section 2: Where an employee is found to have committed any of the following offenses, s/he may be immediately discharged without prior corrective disciplinary action: physical fighting; engaging in work stoppage of any kind; use of intoxicants or drugs on the premises; or arriving for work or working in an unfit condition; possession of firearms or dangerous weapons on the premises.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between the parties shall be processed in accordance with the following procedure:

Definition of Grievance: The word "grievance" shall mean a difference of opinion arising during the term of this Agreement between the Town and the Union concerning the interpretation or

application of the express provisions of this Agreement. Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Step 1\* -- Informal Meeting: The parties agree that the grievant and the Department Head, or her/his designee, shall meet within five (5) working days of the grievance or reasonable knowledge of its occurrence, in an informal manner, at which time all parties involved in the grievance shall attempt to adjust the matter. Decisions at this level will not serve as precedents for future adjustments. In the event that it cannot be resolved, the grievant shall reduce the matter to writing and present it in accordance with Step 2 of this procedure.

Step 2\* -- Department Head: The grievant shall present the grievance in writing to the Department Head, or her/his designee, within five (5) working days of the date on which the informal meeting was held, or if no informal meeting is held within five (5) working days of the grievance or reasonable knowledge of its occurrence. The written grievance shall contain a statement of the grievance, facts involved, the specific provisions of the Agreement alleged to be violated and remedy requested. The Department Head shall attempt to adjust the dispute and render a decision in writing stating the basis for her/his decision within five (5) working days of receipt of said grievance.

*\*See Appendix C for appropriate person to file Step 1 or 2 grievance with.*

Step 3 -- Town Administrator: If the grievance has not been resolved, or if the Department Head has failed to render a decision within the time provided, the grievant may present it, in writing, to the Town Administrator within five (5) working days from receipt of the decision of the Department Head, or the expiration of time when decision was due, whichever is later. The Town Administrator, or his/her designee, shall render a decision, in writing, on the grievance stating the basis for such decision within ten (10) working days from the date it was submitted to him/her.

Step 4 -- Arbitration: In the event that the grievance remains unresolved, the Union shall notify the Employer in writing that it intends to submit the grievance to arbitration. The Union and not any individual employee, may submit the matter to arbitration.

The notice shall be accompanied by a request to the American Arbitration Association for a list of arbitrators and shall be filed within ten (10) days after receipt of the decision at Step 3, or the expiration of the time fixed for such decision, whichever is later.

The request for arbitration shall be submitted to the American Arbitration Association which will provide a list of arbitrators from which a selection will be made in accordance with the rules for the American Arbitration Association. The arbitrator's fee shall be borne equally by the parties.

Within ten (10) days after the acceptance of appointment by said arbitrator, the Union shall submit the grievance to him/her. The arbitrator shall hold hearings promptly and unless the time be extended by mutual agreement, shall issue his/her award not later than sixty (60) days from the date of the closing of hearings, or if oral arguments have been waived, from the date of submission to him/ her for the final statements and proof. The arbitrator's award shall be in

writing and set forth his/her findings, reasonings, and conclusions. The arbitrator shall have no power to add to, subtract from, modify or amend any of the provisions of this Agreement, nor shall he/she usurp the functions of the Employer of the proper exercise of its judgment or discretion under the law and the Agreement.

The arbitrator shall have no power to recommend or impose any right or relief for any period of time prior to the effective date of this Agreement.

If the arbitrator determines that no express provision of this Agreement has been breached in its application to the grievant as claimed, he/she shall dismiss the grievance. If the arbitrator determines that this Agreement has been breached, he/she may, subject to the provisions of this Article, provide an appropriate remedy for the breach; provided, however, that in making any monetary award, the arbitrator shall only provide compensation for actual damages directly attributable to such breach, and shall in no event make any award of punitive damages; and provided further that, save as in hereinafter provided, the arbitrator shall make no award that grants any appointment, reappointment, promotion, or termination, of any member of the bargaining unit. The decision or award of the arbitrator shall be final and binding in accordance with the General Laws of Massachusetts, Chapter 150C.

#### General Provisions:

1. Any grievance not processed within the time limitation provided herein shall be deemed to have been waived unless the grievant was precluded from compliance therewith by reason of mental or physical incapacity. If management does not meet the time limits prescribed in this step, the grievance shall be advanced to the next step.
2. Nothing herein contained shall preclude extension of the time limitations provided by this Article by mutual agreement of the parties.
3. The Union may be represented by a grievance committee of not more than two (2) individuals to be designated by its business representative, one of whom shall be the steward.
4. The steward and the grievant shall suffer no loss in pay for time spent during their regular working hours in attendance upon the meetings provided in Steps 2 and 3.
5. No member of the bargaining unit shall leave his job assignment during working hours to present, discuss or investigate a grievance without first obtaining the consent of his Department Head.
6. If, in the judgment of the Union and the Employer, the grievance affects a group or class of employees, then one such grievant shall be designated to represent the class and only one grievance shall be processed and the final decision of the designated grievance will be binding on the class.
7. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, will be jointly prepared by the Employer and the Union.

8. Employees who have been employed in the bargaining unit for less than six (6) months are not entitled to utilize the procedural steps of this Article.

## **ARTICLE 9 SENIORITY**

Section 1: Definition. Seniority shall be defined as length of permanent service within the Town. Seniority shall be used for determination of benefit entitlement and placement on wage scale.

Section 2: Acquisition. A probationary employee who successfully completes a probationary period will be credited with seniority retroactive to his date of hire. If an employee returns to employment with the Town after a period of separation, the past years of service will be regained upon the completion of length of service to the Town equal to the length of the absence [example: Jane Doe works for the Town for 7 years, then leaves for 2 years before being rehired. She would work for 2 more years to regain her past 7 years of service, for a total of 9 years of service].

Section 3: Seniority List. A list of employees in the bargaining unit in order of seniority shall be drawn up by the Town on or about January 1 of each year and shall be posted in the appropriate departments for a period of not less than thirty (30) days. A copy of such list shall be delivered to the Union. Any objections to the contents of the list shall be reported, in writing, to the Department Head and the Union within ten (10) days initial posting, or else the list as posted will be deemed to be correct.

Section 4: Rights of Transfer. Any employee who is employed by any department of the Town and transfers to another department, as a permanent employee, shall retain all previously accrued vacation and sick leave benefits and any other accrued benefits.

## **ARTICLE 10 PROMOTIONS/RECLASSIFICATIONS**

All vacant Town positions shall be posted internally for 5 working days. All internal candidates who meet the minimum qualifications for the position will be interviewed.

The Town may decide to also consider external candidates when filling vacancies. The Town will continue to give preference to internal employees on the basis of seniority if they have qualifications relatively equal to any external candidates that are being considered.

If an internal applicant is hired, and his/her position change results in a change of grade, the employee shall be placed on a step in the new grade that is closest to, but higher than, his/her current rate of pay.

Upon a long-term (6 months or more), significant change in job duties and/or responsibilities, or the attainment of a status within a position (i.e. relevant degree/coursework successfully completed, or status referred to in MGL), an Employee may request a reclassification. Such requests shall be considered within 30 days by the Town Administrator and a decision shall be reduced to writing. The effective date of the reclassification shall be no later than 10 days

following the change in duties/responsibilities. The decision of the Town Administrator is subject to the grievance procedure.

## **ARTICLE 11 LAY OFF**

Section 1: The Town may lay off an employee for lack of work, lack of funds and other legitimate reasons.

Section 2: An employee who is to be laid off shall receive written notice of the impending lay off not less than ten (10) working days prior to the effective date of the lay off.

Section 3: The following factors and priorities shall be used by the Town in selecting which employee(s) will be laid off:

- (a) Seniority, as measured by the length of service within the bargaining unit.
- (b) Ability to do the job as determined by, but not limited to: (1) experience and competence ( job performance )in the same or related work; (2) education and training related to the needs of the Town.

Section 4: An employee who is to be laid off shall have the right to bump the least senior employee within his/her bargaining unit, provided the bumping employee is determined to be qualified to do the work of the bumped employee.

Section 5: An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of the lay off. Employees shall be recalled by seniority in inverse order of lay off, provided an employee being recalled is determined to be qualified to do the work of the position to which s/he would be recalled.

Section 6: An employee shall be notified in writing, via certified mail, of an opportunity for recall. Such employee shall notify the Town no less than five (5) working days after the date of such notice if he/she wishes to be reinstated. If the employee fails to respond within the specified period, he/she shall forfeit his/her recall rights. Failure to report back to work will be considered just cause for termination under the Discipline Article.

Section 7: An employee who is recalled and reinstated shall be credited with such wage and fringe benefits as he/she was entitled to at the effective date of the lay off.

Section 8: In connection with any notice to be sent pursuant to this Article, it shall be the responsibility of the employee to advise the Town of the address to which notice shall be sent, and the Town may rely on such information as supplied by the employee.

## ARTICLE 12 VACATIONS

The following annual vacation leave with pay will be granted to all employees, pro-rated on the basis of average weekly hours worked:

<u>Length of Service for Employees</u>	<u>Vacation Credit Accrued</u>
1 year, but less than 5 years	Two (2) weeks
5 years, but less than 10 years	Three (3) weeks
10 years, but less than 20 years	Four (4) weeks
20 years or more	Five (5) weeks

Vacation accrues from the date of hire, but no time may be taken prior to completion of 12 months. An employee may take vacation time in increments of no less than ½ a day. Employees may request vacation at any time, however periods of absence of 2 or more weeks will usually be requested 2 weeks prior to the beginning of the vacation. Vacation requests will not be unreasonably denied. Leave requests shall be made to the appropriate supervisor (see Appendix C).

## ARTICLE 13 HEALTH AND SAFETY

The Employer and the Union consider health and safety to be of vital importance. Any employee considering any condition or equipment to be unsafe or hazardous shall promptly report the same to his/her supervisor. The employee will not be penalized for avoiding the condition or not using the equipment prior to the remedy of the situation. If not corrected within a reasonable amount of time, the employee shall report the issue to the Town Administrator.

If, due to unsafe or unhealthy conditions, a decision is made to close Town offices, employees shall be released without loss of pay or requirement to use leave time.

## ARTICLE 14 HOLIDAYS

Section 1: The following days shall be considered paid holidays for employees working twenty (20) or more hours per week: (a) New Year's Day; (b) Martin Luther King Day; (c) President's Day; (d) Patriot's Day; (e) Memorial Day; (f) Independence Day; (g) Labor Day; (h) Columbus Day; (i) Veteran's Day; (j) Thanksgiving Day, (k) the day after Thanksgiving (l) Christmas Day.

Section 2: When a holiday occurs on the regular scheduled workday of an employee, he/she, if not required to work that day, shall be entitled to receive his/her regular day's pay (pro-rated) for such holiday.

Section 3: When a holiday occurs on a day that is not an employee's regular workday, he/she shall receive either: pay for one prorated day; or one compensatory day off, at the option of the Employer, with a prorated day's pay within 60 days following the holiday, to be taken at a time to be approved by the Department Head.

Section 4: An employee required to work on a holiday shall receive time and ½ pay and a compensatory day off with pay within sixty days following the holiday to be taken at a time approved by the Department Head.

#### **ARTICLE 15 BULLETIN BOARDS**

The Union shall maintain a bulletin board for the posting of notices of union meetings in the various departments of the Town. All such notices must be approved by the Town.

#### **ARTICLE 16 HOURS OF WORK**

Total hours of work for employees as of the beginning date of the contract shall stay in effect. If the Town desires at any point to decrease hours for any position currently twenty (20) hours or more, it will notify the Union and, upon mutual agreement, impact bargaining shall commence. The Town will provide a minimum of three (3) weeks notice when making a permanent change in hours of operation unless the change in hours is due to an emergency.

Breaks may not be combined or taken in place of a meal break. Breaks may not be taken at the beginning or end of the employee's shift. Meal breaks are unpaid and must be taken by all employees working more than six (6) consecutive hours.

#### **ARTICLE 17 BEREAVEMENT LEAVE**

In the event of death in the immediate family, the employee will be allowed paid leave at his/her regular rate for up to three (3) working days between the date of death and the date of interment, provided that such days are days that the employee would have worked. Time for attending services associated with a death will be provided for relatives other than immediate family (such as uncle, aunt, niece, nephew, cousin) at the discretion of the Town Administrator or designee.

For the purpose of this Article, immediate family shall be defined as mother, father, mother-in-law, father-in-law, spouse, domestic partner, child, brother, sister, grandparent, brother-in-law, sister-in-law, step-parent, stepchild, or step sibling.

The employee shall file a written request documenting the relationship and the time required in accordance with Appendix C.

#### **ARTICLE 18 JURY DUTY LEAVE**

A regular full-time employee called for jury duty, or to testify as a witness in a matter before a legal tribunal which involves the Town of Orange, shall be paid an amount equal to the

difference between the monies received by said tribunal, other than travel allowances, and the pay he/she would have received from the Town.

An employee on court leave who has been excused by the proper court authority shall report to his/her official duty station if such interruption and court service will permit two (2) or more consecutive hours of employment. Court leave shall not effect any employment rights of the individual.

No court leave shall be granted when the employee is the defendant or is engaged in personal litigation.

### **ARTICLE 19 MILITARY LEAVE**

The Town of Orange will grant leave and allot compensation to employees on military leave in accordance with all applicable Federal and State regulations and Town by-laws and ordinances.

### **ARTICLE 20 LEAVE OF ABSENCE**

Section 1: General. An employee with one year or more of employment with the Town may request, in writing (to the supervisor listed in Appendix C and copied to the Town Administrator), a leave of absence without pay, not to exceed one year. While on such a leave, the employee shall be eligible for Health Benefits under COBRA rights only. The Town shall return the employee to the same or similar job held prior to the leave, subject to operational needs.

Section 2: Family Medical Leave Act. Employees may take a leave of up to twelve (12) weeks of family medical leave within a 12 month period, in accordance with the 1993 Federal law. The 12 month period is defined as the calendar year of January 1<sup>st</sup> to December 31<sup>st</sup>. The employee may use accrued sick, vacation, and personal days concurrently with the leave.

Section 3: Small Necessities Leave Act. Employees are entitled to a total of 24 hours of leave during any 12 month period, in accordance with Massachusetts General Law. Paid leave may be used concurrently with this leave.

Section 4: Maternity Leave. Employees may take a leave of up to eight (8) weeks in accordance with the Massachusetts Maternity Leave Act. The employee may use accrued sick, vacation, and personal days concurrently with the leave.

### **ARTICLE 21 INSURANCE**

Section 1: The Employer agrees that all insurances will be made available and provided to members of Local 888 on the same basis as all other Town employees. The Town shall contribute 75% towards offered health insurance plans. While an employee is on an approved Leave of Absence related to a medical condition, health insurance coverage shall be continued on the same basis as active employees. Retiring employees or their surviving spouses may elect to continue coverage, subject to the policy administered by the Town Treasurer, and as provided

by MGL Chapter 32B. Employees are entitled to continuation of benefits in accordance with current COBRA law.

Section 2: A representative of the bargaining unit shall be permitted time off without loss of pay for attendance of insurance related meetings.

#### **ARTICLE 22 INDEMNIFICATION**

Indemnification of employees as provided by the laws of Massachusetts shall be continued.

#### **ARTICLE 23 UNION STEWARDS**

The employees shall select not more than two (2) Union Stewards and two (2) Officers whose names shall be furnished to the Employer and the Department Head. Stewards and officers shall be granted reasonable time, if necessary, during working hours to resolve grievances without loss of pay or other benefits. The above stewards and officers will, however, obtain permission from their respective Department Head for the time referred to in the previous sentence.

#### **ARTICLE 24 ON THE JOB INJURY**

Employees will continue to enjoy benefits for injury incurred in the performance of their duty, as provided by the Town of Orange. An employee shall, as soon as possible, and in no instance later than five (5) calendar days from termination of his/her daily shift, report in writing to his/her Department Head any injury relating to this Article.

#### **ARTICLE 25 PERSONAL LEAVE**

Section 1: Employees will be entitled to three (3) personal days with pay for a fiscal year. Employees may take this time in increments of no less than one (1) hour.

Section 2: Notice. Except for emergencies, the employee will give reasonable notice in writing to the Department Head when requesting a personal day of leave. For the purpose of this Article, reasonable notice is defined as three (3) calendar days.

Section 3: Approval. All requests for a personal day of leave must have the approval of the Department Head or his designee. If the request is denied, the Department Head or his/her designee will specify the reasons why.

#### **ARTICLE 26 SICK LEAVE**

Section 1: Definition. Sick leave, as used in this Article, shall be defined as "absence from work without loss of pay because of injury or illness, medical appointments, or serious illness within the immediate family (spouse/domestic partner, child(including step relations), parent (including step relations), sibling (including step relations), parent-in-law, sibling-in-law, grandparent) of the employee which requires the personal presence of such employee."

Section 2: Amount. Sick leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month, for a total of fifteen (15) days per benefit year. If such sick leave allowance is not used in any benefit year, it may be accumulated to an unlimited amount.

Section 3: Reporting. When an employee finds it necessary to be absent from duty because of illness or injury, he/she shall report the fact to the appropriate Department Head (see Appendix C) as soon as possible.

Section 4: Prolonged Absence. Employees who are absent because of injury or illness for a period of more than four (4) consecutive working days may be required to present a physician's certificate to the appropriate Department Head (see Appendix C) stating the reason for and length of absence.

Section 5: Convalescent Location. An employee signed out on sick leave shall notify the appropriate Department Head (see Appendix C) of his whereabouts if other than his/her home address.

#### **ARTICLE 27 SICK LEAVE BANK**

A sick leave bank shall be established and administered for the purpose of providing sick days to employees suffering from catastrophic illness or injury, which results in hospitalization and for long term recovery. An employee may request sick bank days, if available, but shall be subjected to the following rules:

1. A Committee of 3 union members (appointed by the Union) and 2 Town representatives (appointed by the Town Administrator) shall determine the employee's eligibility to request sick days from the sick bank.
2. Employees requesting sick bank days shall use their accrued sick days prior to the request.
3. Employees may volunteer a maximum of 2 days per requester of their accrued sick days to the sick bank with written authority.
4. Employees submitting sick days to the bank shall designate a maximum of 2 days to be used by the requester. The Committee shall submit a report on the days used to the Town Administrator.
5. This article shall be neither grievable nor arbitrable.

#### **ARTICLE 28 COMPENSATION**

The wage scale for employees shall be as outlined in Appendix B.

The wage scale shall be increased across the board by 3% effective July 1, 2008. The wage scale shall be increased across the board by 3% effective July 1, 2009.

Employees shall move up a step on their anniversary date of hire with the Town.

The Town shall continue to provide job-related professional development opportunities for employees. A certificate of completion or a passing grade is required as proof of attendance and for reimbursement. Prior approval by the employee's supervisor & Town Administrator is required.

**ARTICLE 29 OVERTIME AND CALL-IN PAY**

As much notice as is possible will be given in the event of the occurrence of scheduled overtime.

If an employee is called to work outside of his/her normal working hours, s/he will receive a minimum of two (2) hours pay.

**ARTICLE 30 LONGEVITY**

Section 1: Payment. Each employee working twenty (20) or more hours, in addition to the wages specified in Article 33 shall, on his/her anniversary date of each year, be entitled to payments in accordance with the following schedule (employees working less than 20 hours shall receive half of the designated amount):

<u>Continuous Years of Services</u>	<u>Amount</u>
Five (5) through Nine (9) years	300.00
Ten (10) through Fourteen (14) years	400.00
Fifteen (15) through Nineteen (19) years	500.00
Twenty (20) through Twenty-Four (24) years	550.00
Twenty-Five (25) years or more	600.00

Section 2 Separation. In case of separation from the Department due to death, the above agreed amount due the employee shall be paid to his/her Beneficiary as designated on the Town Life Insurance Benefit. Payment shall be made in the full amount agreed above on the employees anniversary date of the fiscal year in which death occurred.

**ARTICLE 31 NO STRIKE NO LOCKOUT CLAUSE**

The Union agrees that during the term of this Agreement, it shall not authorize, condone, encourage, sanction or permit any strike or continuation of a strike of any kind, including any form of stoppage, slowdown, sitdown, interference with or interruption of the operations of the Town. The Town agrees that there shall be no lockout of any unit personnel.

The Union further agrees that there will be no third party strikes or interruptions of work at the Town during the terms of this Agreement because of any other disputes or disagreements arising between other employers or unions who are not signatory parties to this Agreement.

Upon notification by the Town that a violation of this Article exists or is threatened, the Union shall immediately take all steps within its power to prevent or terminate any action or conduct in violation of this Article.

Employees who violate this provision shall be subject to discipline. Any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under the Greivance Article of this Agreement.

### **ARTICLE 32 MISCELLANEOUS**

Section 1: Severability Clause. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions shall remain in force for the duration of the Agreement.

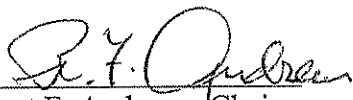
Section 2: Jurisdiction. Any subject not referenced in this contract shall be governed under applicable law, Town by-laws, and/or Town policies. Town by-laws and/or policies in conflict with language in any Article contained herein shall be superseded by the contract language.

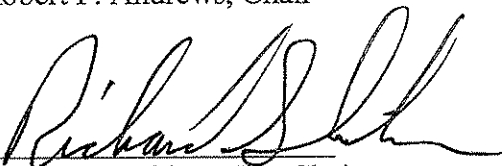
**ARTICLE 33 DURATION**

This Agreement shall be effective as of July 1, 2007 and shall remain in full force and effect until and including June 30, 2010; and shall then be automatically and successfully renewed from year to year thereafter, unless notice in writing of a desire to terminate or modify this Agreement is given by either the Union or the Town to the other party ninety (90) days prior to the expiration.

Executed this 25th day of June, 2008

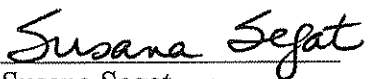
For the Town:

  
Robert F. Andrews, Chair

  
Richard Sheridan, Vice Chair

\_\_\_\_\_  
Steven E. Adam, Clerk  
Orange Board of Selectmen

For the Union:

  
Susana Segat  
President, Local 888

  
Shanna Weston, Field Representative

\_\_\_\_\_  
Bargaining Committee  
SEIU Local 888

## APPENDIX A

Library Page  
Library Tech  
Library Tech I  
Library Tech II  
Treasurer's Clerk  
Administrative Assistant/Police  
Highway/Water/Sewer Clerk  
Airport Clerk  
Council On Aging Secretary  
Council On Aging Staff Assistant  
Building/Board of Health Administrative Assistant  
Administrative Assistant/Fire  
General Clerk/Floater  
Administrative Assistant/Community Development  
Accountant and Collector's Clerk  
Administrative Assistant/Assessor  
Cemetery Clerk

and any other position, current or created in the future, within any Town of Orange department, wherein the primary duties are clerical and/or administrative.

## APPENDIX B

<u>7/1/2007</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>Grade 1</b> Library Page	\$8.00	\$8.18	\$8.36	\$8.55	\$8.74	\$8.94	\$9.14	\$9.35	\$9.56
<b>Grade 2</b> Airport Clerk Cemetery Clerk	\$8.50	\$8.69	\$8.89	\$9.09	\$9.29	\$9.50	\$9.71	\$9.93	\$10.16
<b>Grade 3</b> COA Secretary COA Staff Asst	\$9.42	\$9.63	\$9.85	\$10.07	\$10.30	\$10.53	\$10.77	\$11.01	\$11.26
<b>Grade 4</b>	\$10.64	\$10.88	\$11.12	\$11.37	\$11.63	\$11.89	\$12.16	\$12.43	\$12.71
<b>Grade 5</b> General Clerk Lib Tech	\$11.48	\$11.74	\$12.01	\$12.28	\$12.55	\$12.84	\$13.12	\$13.42	\$13.72
<b>Grade 6</b> AA BoH/Bldg AA Fire Lib Tech I Hwy/Wtr/Swr Clerk Treas Clerk Asst Acct/Collct Clerk	\$12.86	\$13.15	\$13.45	\$13.75	\$14.06	\$14.38	\$14.70	\$15.03	\$15.37
<b>Grade 7</b> AA Police Lib Tech II AA Assessor AA Comm Dvlp	\$14.41	\$14.73	\$15.07	\$15.40	\$15.75	\$16.11	\$16.47	\$16.84	\$17.22
<b>Grade 8</b>	\$15.56	\$15.91	\$16.27	\$16.64	\$17.01	\$17.39	\$17.79	\$18.19	\$18.60

*Employees shall automatically advance a step on their anniversary dates.*

<u>7/1/2008</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>Grade 1</b>	\$8.24	\$8.43	\$8.61	\$8.81	\$9.01	\$9.21	\$9.42	\$9.63	\$9.85
Library Page									
<b>Grade 2</b>	\$8.76	\$8.95	\$9.15	\$9.36	\$9.57	\$9.79	\$10.01	\$10.23	\$10.46
Airport Clerk Cemetery Clerk									
<b>Grade 3</b>	\$9.70	\$9.92	\$10.14	\$10.37	\$10.61	\$10.84	\$11.09	\$11.34	\$11.59
COA Secretary COA Staff Asst									
<b>Grade 4</b>	\$10.96	\$11.21	\$11.46	\$11.72	\$11.98	\$12.25	\$12.52	\$12.81	\$13.09
<b>Grade 5</b>	\$11.62	\$11.88	\$12.15	\$12.42	\$12.70	\$12.99	\$13.28	\$13.58	\$13.88
General Clerk Lib Tech									
<b>Grade 6</b>	\$13.25	\$13.54	\$13.85	\$14.16	\$14.48	\$14.80	\$15.14	\$15.48	\$15.83
AA BoH/Bldg AA Fire Lib Tech I Hwy/Wtr/Swr Clerk Treas Clerk Asst Acct/Collct Clerk									
<b>Grade 7</b>	\$14.84	\$15.18	\$15.52	\$15.87	\$16.22	\$16.59	\$16.96	\$17.34	\$17.73
AA Police Lib Tech II AA Assessor AA Comm Dvlp									
<b>Grade 8</b>	\$16.03	\$16.39	\$16.76	\$17.13	\$17.52	\$17.91	\$18.32	\$18.73	\$19.15

*Employees shall automatically advance a step on their anniversary dates.*

<u>7/1/2009</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
<b>Grade 1</b> Library Page	\$8.49	\$8.68	\$8.87	\$9.07	\$9.28	\$9.49	\$9.70	\$9.92	\$10.14
<b>Grade 2</b> Airport Clerk Cemetery Clerk	\$9.02	\$9.23	\$9.43	\$9.65	\$9.86	\$10.08	\$10.31	\$10.54	\$10.78
<b>Grade 3</b> COA Secretary COA Staff Asst	\$9.99	\$10.22	\$10.45	\$10.68	\$10.92	\$11.17	\$11.42	\$11.67	\$11.94
<b>Grade 4</b>	\$11.29	\$11.54	\$11.80	\$12.07	\$12.34	\$12.62	\$12.90	\$13.19	\$13.49
<b>Grade 5</b> General Clerk Lib Tech	\$11.97	\$12.24	\$12.51	\$12.79	\$13.08	\$13.38	\$13.68	\$13.99	\$14.30
<b>Grade 6</b> AA BoH/Bldg AA Fire Lib Tech I Hwy/Wtr/Swr Clerk Treas Clerk Asst Acct/Collct Clerk	\$13.65	\$13.95	\$14.27	\$14.59	\$14.92	\$15.25	\$15.60	\$15.95	\$16.31
<b>Grade 7</b> AA Police Lib Tech II AA Assessor AA Comm Dvlp	\$15.29	\$15.63	\$15.98	\$16.34	\$16.71	\$17.08	\$17.47	\$17.86	\$18.26
<b>Grade 8</b>	\$16.51	\$16.88	\$17.26	\$17.65	\$18.05	\$18.45	\$18.87	\$19.29	\$19.73

*Employees shall automatically advance a step on their anniversary dates.*

## Appendix C

<u>TITLE</u>	
Library Page	Library Director
Lib Tech	Library Director
Lib Tech I	Library Director
Lib Tech II	Library Director
Airport Clerk	Airport Manager
AA Police	Police Chief
AA Fire	Fire Chief
Treas Clerk	Town Administrator
Hwy/Wtr/Swr Clerk	Hwy Supt or Water Supt or WWT&Sewer Supt
COA Secr	COA Director
COA Staff Asst	COA Director
General Clerk	Town Administrator or Building Inspector
AA Comm Dvlp	Town Administrator
Asst Acct/Colclt Clerk	Accountant or Town Administrator
AA BoH/Bldg	BoH Agent or Building Inspector
AA/Assessor	Town Administrator
Cemetery Clerk	Cemetery Superintendent



# GRIEVANCE FORM

Filed With Employer on: \_\_\_ / \_\_\_ / \_\_\_

Filed at Step: 1 2 3

Steward: \_\_\_\_\_

## MEMBER INFORMATION

Member's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Job Title: \_\_\_\_\_

Employer: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Phone: w) \_\_\_\_\_

h) \_\_\_\_\_

c) \_\_\_\_\_

Fax: \_\_\_\_\_

Shift: \_\_\_\_\_  FT  PT

Date of Hire: \_\_\_ / \_\_\_ / \_\_\_

## GRIEVANCE INFORMATION

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Occurrence or Knowledge: \_\_\_ / \_\_\_ / \_\_\_

Articles/Provisions violated: All relevant provisions of the collective bargaining agreement including but not limited to

\_\_\_\_\_  
\_\_\_\_\_

Remedy: Make the Union whole including but not limited to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## PLEASE SIGN

Signature of Member: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

For the Union: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_