# Collective Bargaining Agreement

between the

Town of Amherst

And

SEIU Local 888

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Effective July 1, 2007 - June 30, 2010

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# Agreement

This Agreement is entered into on this _____ day of June, 2008, between the TOWN OF AMHERST, hereinafter referred to as the Employer and SERVICE EMPLOYEES INTERNATIONAL UNION, (SEIU) LOCAL 888, hereinafter referred to as the Union.

## Article I - Recognition

The Employer, pursuant to M.G. L. chapter 150E, recognizes Service Employees International Union, Local 888 as the exclusive representative for the purposes of collective bargaining for all full-time and regular part-time benefited employees in the following departments, excluding those positions included in other bargaining units, further excluding all professional, managerial confidential employees and all other Town employees. Departments included are Finance, Inspection, Police, Library, Council on Aging, Communications, Public Works, Fire, Planning, Leisure Services, Conservation, Town Clerk, Maintenance, Health, Zoning, Transportation, Recycling, Parking, Information Technologies and Congregate Housing.

## Article II - Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town of Amherst acting through its agents has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working force including, but not limited to, the following:

A. To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

B. To establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time change or abolish such policies, practices or procedures.

C. To discontinue processes or operations or to discontinue their performance by employees, and the right to reorganize departments.

D. To select and determine the number and types of employees required to perform departmental operations and the right to utilize managerial employees excluded from terms of this Agreement to perform any operation as needed. This provision shall not be used to reduce the work force or to prevent overtime to employees of the bargaining unit.

E. To hire, transfer, promote or demote employees; or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town of Amherst.

F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them by distribution of individual copies and by bulletin boards, with at least one (1) week's notice of new rules and regulations.

G. To enter into contracts or sub-contracts for municipal operations.

The above rights, responsibilities, and prerogatives are inherent to the Town of Amherst and their agents and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

## Article III - Voidable Waiver Clause

The withholding or failure by either party to exercise its rights recognized or reserved by this Agreement shall not be deemed a waiver of said recognized or reserved rights or the right to exercise then in the future in a way that does not conflict with the specific terms of this Agreement.

## Article IV - Expressed Waiver ("Wrap-Up") Clause

### Section 1

The parties to this Agreement hereby expressly waive any right to require the other to discuss, negotiate or bargain on any subject matter, demands or proposals, whether or not raised, discussed or negotiated upon during the negotiations leading to this Agreement and whether or not covered by any of the terms and provisions of this Agreement.

### Section 2

The parties agree and intend that this written Agreement sets forth the wages, rates of pay, hours and working conditions of employment of employees covered that are to govern during the terms of this Agreement; and no other terms or conditions shall be added to or subtracted from this Agreement during its term, by arbitration or otherwise.

## Article V - No Strike Clause

During the term of this Agreement, the parties hereto agree that there shall be no strikes of any kind whatsoever; work stoppages, withholding of services, slowdowns; or interference with or interruption of the production or operations of the Town by any employees or the Union.

Nor shall there be any strike or interruption of work during the terms of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Article VI of this Agreement.

It is understood the application of this Article will not restrict an employee's rights to engage in protected activity pursuant to M. G. L. Chapter 150 -E.

## Article VI - Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

**Step 1** The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the employee's immediate supervisor within fifteen (15) calendar days of the date of the event upon which the grievance is based or first knowledge of the event by either the aggrieved employee or the Union Representative. Notice to the Union shall constitute notice to the employee. The supervisor shall attempt to adjust the matter and shall respond in writing to the Steward and/or representative within seven (7) calendar days.

**Step 2** If the grievance or dispute has not been settled, it shall be presented in writing to the Department Head or his/her designated representative in the event of absence within seven (7) calendar days after the immediate supervisor's response is due. The Department Head shall respond in writing to the Steward and/or representative within seven (7) calendar days.

**Step 3** If the grievance or dispute still remains unadjusted, it shall be presented to the Town Manager or his/her designee in writing within seven (7) calendar days after the response of the Department Head is due. The Town Manager or his/her designee shall respond in writing within fifteen (15) calendar days.

**Step 4** If the grievance or dispute is still unsettled, either party may, within thirty (30) calendar days after the reply is due, file the grievance or dispute with the with the American Arbitration Association or the Massachusetts Board of Conciliation and Arbitration for settlement according to their procedures.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The time limits mentioned in this procedure may be extended by mutual consent between parties.

If the grievance is not initially presented within the time limits set forth above, the grievance shall be considered waived. If a grievance is not appealed to the next step within the time limits set forth above, the grievance shall be considered settled on the basis of the Town's last answer. Time limits may only be extended if mutually agreed and further if such extension is expressed in writing.

There shall be a meeting between the parties (with or without the aggrieved employee) at each step of the grievance procedure. Such meeting or meetings may be waived by mutual Agreement between parties.

The expense of the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

## Article VII - Town Personnel Bylaws

Except benefits which are specifically referenced as contract articles in this collective bargaining agreement, the employees of this bargaining unit will continue to be eligible for benefits currently covered by the Town of Amherst Personnel Bylaws and Personnel Procedures Manual.

Should the Town modify or delete the above-referenced benefits, the Union will have the right to bargain over the impact of these benefit modifications and/or deletions.

Notwithstanding the above, employees in this bargaining unit will not be eligible for benefits covered by Town Personnel Bylaws and Personnel Procedures if said benefits are included as specific contract articles in this collective bargaining agreement.

## Article VIII - Sick Leave

A. All employees occupying positions designated as permanent are eligible for sick leave. Sick leave is to provide compensation to the employee for a bona fide illness or injury; abuse of this leave may subject the employee to disciplinary action, including dismissal.

B. It is the responsibility of the employee to notify his/her Department Head or Supervisor of the need to use sick leave. This notification should be made prior to the time the employee is to report to work or as soon as possible in the event of a serious accident or illness. Failure to notify the Department Head or Supervisor may result in the employee not being allowed compensation for lost time due to the illness or injury.

C. Sick leave with pay is accumulated on an hourly basis and recorded per pay period. It is accumulated at the rate of fifteen (15) working days per year and may be accumulated without limit.

D. Part-time employees occupying benefited positions shall accumulate sick leave in ratio to their part-time employment.

E. Probationary employees may use accumulated sick leave during their probationary period.

F. For the protection of the Town, the Department Head may require the presentation of a doctor's certificate in connection with a claim for sick leave. If such a certificate of hospital or doctor's records is not filed with the Department Head by the time specified for the filing of such certificate(s), the employee's absence shall not be chargeable to sick leave. At the discretion of the Department Head, subsequent certificates may be required before, or at the time, the employee return to work. If it is deemed advisable, the Department Head may send a doctor to investigate any absence alleged to be caused by illness.

G. If the employee's absence due to illness exceeds the amount of accumulated sick leave, the absence may be charged to vacation at the discretion of the Department Head and with the approval of the employee.

H. An employee may use up to fifteen (15) days of accumulated sick leave per fiscal year for serious illness of a member of the employee's immediate family. It is important that this usage be reported on the payroll forms as family sick leave usage in order to protect the employee's eligibility for participation in other programs such as Flexible Benefits. For the protection of the Town, the Department Head may require the presentation of a doctor's certificate in connection with a claim for family sick leave. If such a certificate of hospital or doctor's records is not filed with the Department Head by the time specified for the filing of such certificate(s), the employee's absence due to family illness shall not be chargeable to sick leave.

I. Employees who are injured on the job and are receiving Worker's Compensation may request usage of accrued sick leave to make up the difference between the amount received from Worker's Compensation and their regular gross salary as provided under the provisions of Chapter 152 of the Massachusetts General Laws. The total dollar value in work days shall be charged against sick leave credits accordingly.

## Article IX - Vacations

A. All employees occupying positions designated as permanent are eligible for vacation leave.

B. Part-time employees occupying benefited positions shall receive vacation in ratio to their part-time employment.

C. Vacations shall be granted by Department Heads at such time as in their opinion will cause the least interference with the performance of the regular work of the Town. While the Department Head will consider the needs of the employee, the employee should not make the assumption that a vacation request will automatically be granted.

D. Probationary employees shall accrue vacation on a per pay period basis but are not eligible to use vacation leave until the end of their probationary period. Probationary employees who are terminated for unsuccessful job performance shall be compensated for accrued vacation.

E. Payment of accumulated vacation shall be made under the following conditions:

- upon the death of an employee, payment shall be made to the estate or heirs of the deceased employee for accrued but unused vacation;
- upon the resignation in good standing, retirement, entrance into the armed forces or layoff of an employee through no fault or delinquency of their own, payment shall be made for accrued but unused vacation.

F. An employee whose employment is terminated for a period exceeding ninety (90) days and is subsequently re-employed shall begin accruing vacation leave based on the date of reemployment.

G. An employee who is on an authorized leave of absence shall not be credited with earned vacation leave during his/her leave but shall continue to accrue service time for vacation purposes.

H. Any vacation accumulation in excess of two (2) years shall be transferred to sick leave. The effective date of the transfer of excess vacation accumulation will be December 31st of each year.

I. For those employees designated as Clerical and Technical, the following schedule shall be used with the earned vacation leave being credited per pay period and accumulated on an hourly basis:

- Less than five (5) years of completed service, ten (10) working days annually.
- More than five (5) years but less than ten (10) years of completed service, fifteen (15) working days annually.
- More than ten (10) years but less than twenty (20) years of completed service, twenty (20) working days annually.
- More than twenty (20) years of completed service, twenty-five (25) working days annually.

## Article X - Holidays

A. All employees who occupy positions that receive benefits shall receive the following days as holidays:

New Year's Day
Martin Luther King, Jr. Birthday
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Christmas Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving
½ day before Christmas

B. If Christmas falls on Tuesday, employees will receive the full day on Monday.

C. If it is necessary for offices to remain open on the Friday after Thanksgiving or the ½ day before Christmas, a minimum staffing level will be maintained. Employees who are required to work will be granted a compensatory day off at a time mutually agreeable to the employee and the Department Head.

D. Employees who work a part-time schedule shall receive the holiday's hours in ratio to the number of hours they normally work per week. For example, employee X works twenty (20) hours per week and would therefore receive four (4) hours of compensatory time for the holiday.

E. An employee who works a schedule different than the Monday through Friday work week shall be entitled to the same number of holidays as employees working the Monday through Friday work week.

F. Holidays which fall on Saturday will be observed on Friday. Holidays which fall on Sunday will be observed on Monday.

G. Payment for a holiday shall be made at the employee's regular rate of compensation. If a holiday occurs within an employee's vacation period, he/she will not be charged vacation leave for the holiday.

H. If an employee is scheduled to work on a holiday, he/she shall be compensated at one and one-half (1.5) times his/her regular rate of pay for compensation. In no case shall this compensation be less than an amount equal to four (4) hours work at the above rate. Each time an employee is called back to work on the holiday, he/she shall be paid for no less than two (2) hours at the above rate.

I. If an employee is scheduled to work Thanksgiving and/or Christmas, the employee shall be compensated at two (2) times his/her regular rate of pay for all hours worked on the holiday in addition to his/her regular rate of compensation. In no case shall this compensation be less than an amount equal to four (4) hours work at the above rate. Each time an employee is called back to work on the holiday, he/she shall be paid for no less than two (2) hours at the above rate.

## Article XI - Transfers

In certain situations, the needs of the Town may make it necessary to transfer an individual to another position or department.

A. Under the Amherst Town Government Act, the Town Manager has the authority to transfer employees from one position or department to another position or department. Except in the case of disciplinary action or reduction in force, the transfer shall result in no loss of pay or benefits previously afforded to the employee prior to being transferred.

B. An employee wishing to transfer to a vacant position must submit application to the Human Resources office when the notice of the vacancy has been posted for employee.

C. A transfer requested by an employee will be made only for appropriate and valid reasons which serve the best interest or operation needs of the Town.

## Article XII - Layoffs

A. Whenever there is a lack of work or a lack of funds requiring a reduction in the number of employees in a department of the Town, the required reductions shall be made in such job classifications as the Town may designate.

1. For the purpose of determining to whom the layoff notice shall be directed, the use of working position titles, as approved by the Personnel Board and as indicated on the seniority list, shall be considered as specific job classes for the purpose of notice of layoff.

2. Employees shall be laid off in the inverse order of their length of service with the Town. Employees so affected shall be given a minimum of two (2) weeks notice.

3. Seniority shall be defined as an employee's length of continuous benefited service since his/her last date of hire, less any adjustments due to layoffs, approved leaves of absence without pay (unless otherwise agreed by the Town or other breaks in service for any of the reasons for termination of seniority).

   The Employer shall prepare a seniority list as soon as practicable after the effective date of this Agreement and such a list shall be updated every six (6) months thereafter. Such list shall be posted on the Union bulletin boards and a copy sent to the Union. Any employee aggrieved by his/her placement on the seniority list may appeal in writing to the Human Resources Director and at that point the grievance procedure would be followed.

B. Determination of Qualifications - The determination of qualifications and ability will be made by the Employer, subject to the terms of the Grievance Procedure when the employee can show established policies or procedures were not followed or applied fairly. The Employer shall make a determination of the applicant's qualifications within four (4) weeks of the deadline for applications for the vacant position or notification by an employee of the intent to bump.

C. Filling of Vacancies - In the event a permanent employee is notified that he or she will be laid off and there exists a vacant position, upon timely application by the employee, Town seniority shall prevail in permitting such an employee to fill the position provided the employee has the ability to perform the duties of the vacant position in a satisfactory manner with minimal training.

D. Bumping - In the event a permanent employee is notified that he or she will be laid off and there exists a position in an equal or lower graded classification for which the employee possesses the minimum qualifications, Town seniority shall prevail in permitting such an employee to bump the least senior individual in such classification. The employee has two (2) weeks from the time of receiving notification that he/she will be laid off to submit written notice to the Human Resources Department of his or her intent to bump from the Seniority List. The employee may elect to take the layoff.

1. An employee filling a position through the Bumping Procedure will receive a salary in his or her new position at the same step as the employee is in at the time of initiating the Bumping Procedure except when an employee is bumping into a job class he/she formerly held. In such case, the employee shall not be placed in a lower step than the step he/she formerly held in that job class.

2. A permanent employee who has been transferred to a temporary position shall retain rights to seniority and bumping at the level of the permanent position from which he/she was transferred.

3. In the event an employee receives a negative determination of qualifications after initiating the Bumping Procedure, including the Grievance Procedure, the employee has the right to re-initiate the Bumping Procedure for other positions for which he or she is qualified or can become qualified with minimal training.

F. Recall - Employees shall be recalled from layoff according to their seniority within the Town, provided they have the ability to perform in a satisfactory manner, and with minimal training, the duties of the position to which they are recalled. The determination of ability will be made by the Employer, subject to the terms of the Grievance Procedure when the employee can show established policies or procedures were not followed or applied fairly.

1. Employees who are laid off shall be placed on a recall list for a period of two (2) years from their date of layoff during which time the employee shall retain all seniority rights. If an employee returns to work in any capacity within the two (2) years, the employee will retain the seniority status he or she had on the date of termination, but shall not receive credit for the time not employed by the Town.

2. All employees on the recall list shall be sent notification of a vacant position. Employees shall have fifteen (15) calendar days from the date the notice was mailed to notify the Human Resources Department in writing of his or her interest in filling the vacant position for which they have received notice. The notice of vacant position shall also be posted in Town Hall for a fifteen (15) day period. It is the employee's obligation and responsibility to provide the Human Resources Department with his or her current mailing address. The Employer shall notify all those responding as interested in the vacant position if they have not been chosen for that position.

3. If an employee is recalled to a position in a lower classification, he or she retains the right to return to the classification he or she previously held prior to being laid off in the event such a position becomes available. If an employee is recalled to a position in a lower classification, the employee shall have the right to refuse the recall without jeopardizing his or her opportunity to be considered to fill a vacancy in the classification which he or she held prior to being laid off.

4. Should an employee decline a recall notice for a position of the same classification which he or she held prior to being laid off, the employee will no longer be eligible for recall except as follows:

    a. If the employee held a full-time position prior to being laid off and is recalled to a part-time position, he/she shall have the right to refuse the recall without jeopardizing his or her seniority on the recall list. If an employee held a full-time position prior to being laid off, and accepts a part-time position through the recall process, the employee shall remain on the recall list for a full-time position until the two (2) year recall period has elapsed.

    b. If the employee held a part-time position prior to being laid off and is recalled to a full-time position, the employee shall have the right to refuse the recall without jeopardizing his or her seniority on the recall list.

## Article XIII - Personal Leave Days

Personal leave is an authorized period of absence from work, with pay, approved by the Department Head to enable an employee to take care of personal business.

1. All permanent employees are eligible for a maximum of three (3) paid personal leave days during the fiscal year.

2. The use of personal leave is a privilege, rather than a right. As such, an employee wishing to take a personal leave day shall request the leave from the Department Head at least forty-eight (48) hours in advance except in emergencies.

3. Employees may carry forward up to two (2) unused personal leave days into the next fiscal year for a total not to exceed five (5) days.

Any days in excess of five (5) shall be forfeited.

## Article XIV - Overtime

1. Emergency Dispatchers who are required to work ten (10) or more consecutive hours will be compensated at the rate of 1.5 times their regular rate of compensation from the beginning of the ninth (9th) hour forward. This overtime compensation shall not apply for "swaps" or exchanges made for the convenience of the employee(s).

2. Call-Back-Pay - An employee, after having completed his/her assigned work and left his/her place of employment, who is called back to work prior to his/her next regular scheduled starting time, shall be paid overtime pay as stated above for all hours worked on recall. The employee will be guaranteed a minimum of three (3) hours pay at 1 1/2 times the regular hourly rate of pay. Provided, however, this three (3) hour minimum guarantee will not apply should it go into the employee's regularly scheduled work period.

## Article XV - Working Out of Classification

The Employer recognizes that from time to time, the operational needs of the Town may require that an employee perform the duties and responsibilities of a higher level position on a temporary basis. Designation as working out of class is based on this need, not the absence of an employee.

Should the supervisor determine that it is necessary to have an employee work out of his/her regular classification level in a higher classification level, the employee will receive compensation in the higher compensation level at a rate equal to at least one (1) step above his/her regular rate of compensation provided the employee performs the duties and responsibilities for at least a 7.5 hour period. The Town agrees not to assign the duties to multiple employees to avoid the payment of compensation.

## Article XVI - Flex-time

Department heads have authority to allow employees to work on a flexible schedule to meet individual concerns not inconsistent with the requirements of the department and within the following constraints:

1. Offices are to remain open according to their usual schedule (from 8:00 a.m. to 4:30 p.m. for most offices).

2. Flexible hours may not be used to accrue compensatory time: the hours represented by the flexible schedule must equal the employee's workweek each week.

3. Overtime work, whether reimbursed by compensatory time or by overtime pay, must be required by the department's workload and must be authorized by the employee's supervisor in advance. In other words, overtime or compensatory time is earned for what an employee is required to do in excess of the normal work week, not what he or she chooses to do.

4. The Town encourages employees to take their lunch break. An employee who chooses to eat lunch at his or her desk (if allowed by departmental rules) is not working through lunch. However, if on occasion, a supervisor requires an employee to remain at his/her workplace during his/her lunch hour and allows the employee to eat lunch there, the employee is considered to be working. Working through lunch is considered an exchange of time and is not eligible for overtime payment or compensatory time at time and one half.

5. Flexibility in employees' schedules is allowed at the department head or supervisor's discretion. Department heads and supervisors are not required to allow such flexibility.

## Article XVII - Longevity Pay

After the completion of ten (10) years of consecutive permanent employment, an employee shall receive a longevity payment according to the following schedule.

1. Calculation of payment shall be equal to the employee's biweekly pay then in effect multiplied by one fortieth (1/40) of the number of whole years of accumulated permanent employment.

2. Payment shall be made on the first payday after the employee's anniversary date of hire and a second payment six months after the employee's anniversary date of hire.

3. An employee whose employment is terminated for a period exceeding ninety (90) days and is subsequently re-employed shall not be given credit for longevity purposes for prior accumulated services.

4. The longevity payment for an employee who has been on an authorized leave of absence during the previous year, or who has been re-employed during the previous year following a break in service of ninety (90) days or less, shall be reduced in proportion to the period of leave. An employee on an authorized leave of absence shall continue to accrue service time for longevity purposes during his or her leave.

## Article XVIII - Shift Differential

All permanent employees who are assigned (not overtime) to work night or weekend shifts shall receive a shift differential of $.70 per hour.

For Emergency Dispatchers, the night shift shall be the hours between 4:00 p.m. and 8:00 a.m.; for all other employees, the night shift shall be the hours between 5:30 p.m. and 8:00 a.m. For all employees, weekend hours eligible for shift differential shall be between 12:00 a.m. Saturday and 12:00 a.m. Monday.

Shift differential will be paid for hours scheduled but not for hours that employees "swap" or exchange for the convenience of the employee.

## Article XIX - Hold Harmless

The Union will indemnify, defend and hold the Town harmless against any and all claims made, and against any suit instituted against the Town and/or its agents, on account of any check-off of Union dues.

The Union agrees to refund to the Town any amount paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

## Article XX - Employee Management Committee

There shall be an Employee Management Committee which will meet at the request of either party. Three (3) members designated by Union with rotation of members allowed. Three (3) members designated by the Town Manager depending on the issue(s) to be discussed. The Committee will discuss matters of concern, but have no authority to amend this contract or settle grievances.

## Article XXI - Health/Life Insurance

The Town agrees to provide Members with the same medical and life insurance plans as provided to other eligible employees of the Town. Effective July 1, 2008, the Town shall pay 75% of the premiums for Preferred Provider Organization (PPO) plans and 80% of the premiums for Health Maintenance Organization (HMO) plans in effect under the Town health and life insurance plans for all members of the bargaining unit. The employee premium deduction will normally be made on a biweekly basis.

The Union shall notify the Town of the appointment of its representative to the Employees Insurance Advisory Committee. It is agreed that the members of this bargaining unit will receive any and all benefits agreed upon between the Town and the Employees Insurance Advisory Committee at whatever time they are agreed to become effective.

## Article XXII - Bulletin Boards

The Town will make available appropriate space for the posting of official Union notices of a non-political, non-inflammatory nature in all areas where unit members

work including, but not limited to, the Town Hall, Bangs Community Center and Library. The Union will limit the posting of Union notices to such bulletin boards.

## Article XXIII - Dues Checkoff

The Town agrees to deduct Union dues each payroll period, from the pay of unit members who sign authorization cards so providing. Such deduction will be in accord with the provisions of Section 17A of Chapter 180 of the Massachusetts General Laws.

## Article XXIV - Just Cause

No employee shall be disciplined unless it is for just cause.

## Article XXV - Agency Fee

Effective November 3, 1995, except for those employees who are certified as being members of the Union to the Town of Amherst by the Union, the Town of Amherst in accordance with Massachusetts General Laws, Chapter 150E, Section 12 shall require as a condition of employment the payment of, on or after the thirtieth (30th) day of employment, or the effective date of this provision, whichever is later, an agency service fee to the SEIU Local 888.

The amount of such fee shall be equal to the amount required to be a member and remain a member in good standing of the SEIU Local 888. Employees may have access to payroll deduction dues deduction as currently provided for purposes of paying such fee. Upon request of the Union, the Town Manager or other applicable Department Head or Supervisor as agent of the Town of Amherst, shall suspend for five (5) days without gross pay any member of the bargaining unit who, after proper annual notice and annual final demand has refused to pay the Agency Service Fee. Within fifteen (15) days of receipt of such request, accompanied by annual notice and annual final demand, the Town of Amherst shall notify the Union and the individual bargaining unit members whose names appear on such request when, specifically, during the thirty (30) days following receipt of such request that the five (5) days suspension without gross pay referenced hereinabove shall occur. The five (5) day's gross salary shall first be used to pay the cost of any substitute employee or overtime necessitated by such suspension, if one is provided, and the remainder shall be given over to a named charity chosen by mutual agreement.

The Union will indemnify, defend, and hold the Town of Amherst, its agents and employees harmless against any and all claims made, and against any suit instituted against the Town of Amherst on account of this Agency Service Fee provision. Failure of the Town of Amherst or its agents to cooperate with the Union shall relive the Union of any obligation to indemnify and/or hold harmless the Town of Amherst, its agents or employees. The contractually mandated method of dues deductions for Association members shall continue in force.

The terms of this provision are enforceable on an annual basis. This provision shall

not apply to employees whose most recent date of continuous hire is on or before November 3, 1995.

## Article XXVI – Union Stewards/New Hires

The Union will notify the Town of any changes in the roster of Union Stewards and Officers. The Town will notify the local President of any new hires made to the bargaining unit.

Union Business – Provided job duties permit the absence from the employee's work area, union officers and stewards may request leave from their duties to attend grievances, arbitrations, and bargaining unit negotiations. Requests for such leave shall be in writing and submitted to the Department Head and Human Resources at least 72 hours in advance of the need for such leave. Approval by the Department Head shall be the authorization of release from work except when circumstances prevent the advance notice cited above, approval by Human Resources will also be necessary. The written request must specify the purpose, time, anticipated length of absence and date(s) for the request.

## Article XXVII – Miscellaneous Provisions

Dispatcher Probationary Period

The probationary period for Emergency Dispatchers shall be twelve months, during which the employee may be dismissed, with such dismissal not subject to the Grievance/Arbitration provisions of Article VI.

Parking Permits

The Union will administer the distribution of parking permits to its members and in exchange for such administration will be allowed to purchase permits at the volume discount rate.

Uniforms

The Town will issue uniforms for Emergency Dispatchers, Parking Enforcement, Inspectors, and Maintenance staff covered by this agreement. Uniform requests shall be submitted to the Department Head on July 1st of each year and the Department Head will order uniforms within thirty (30) days. Uniforms must be worn by the employees and the employee must properly maintain their uniforms. All uniform items shall remain the property of the Town.

## Article XXVIII - Duration

The terms of this Agreement shall be effective upon execution and will remain in full force and effect until June 30, 2010. Until a successor agreement is executed by the parties, the terms of this Agreement shall remain in full force and effect.

FOR THE TOWN OF AMHERST

Laurence Shaffer, Town Manager

FOR S.E.I.U., LOCAL 888

# SEIU WAGES EFFECTIVE JULY 1, 2007

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Level A** | **Clerk/Receptionist, Library Assistant II, Parking Enforcement Officer** | | | | | | | | | | |
| annual | $ 21,376 | $ 22,359 | $ 23,389 | $ 24,463 | $ 25,589 | $ 26,765 | $ 27,996 | $ 29,286 | $ 31,053 | $ 32,482 | $ 33,976 |
| biweekly | $ 822.15 | $ 859.96 | $ 899.58 | $ 940.88 | $ 984.19 | $1,029.42 | $1,076.77 | $1,126.38 | $1,194.35 | $1,249.31 | $1,306.77 |
| **Level B** | **Building Maintenance Assistant, Audiovisual Specialist, Secretary I** | | | | | | | | | | |
| annual | $ 22,986 | $ 24,043 | $ 25,150 | $ 26,307 | $ 27,516 | $ 28,782 | $ 30,105 | $ 31,490 | $ 33,361 | $ 34,894 | $ 36,501 |
| biweekly | $ 884.08 | $ 924.73 | $ 967.31 | $1,011.81 | $1,058.31 | $1,107.00 | $1,157.88 | $1,211.15 | $1,283.12 | $1,342.08 | $1,403.88 |
| **Level C** | **Circulation Supervisor, Secretary, Library Assistant III** | | | | | | | | | | |
| annual | $ 25,055 | $ 26,205 | $ 27,412 | $ 28,672 | $ 29,992 | $ 31,372 | $ 32,815 | $ 34,323 | $ 36,364 | $ 38,037 | $ 39,787 |
| biweekly | $ 963.65 | $1,007.88 | $1,054.31 | $1,102.77 | $1,153.54 | $1,206.62 | $1,262.12 | $1,320.12 | $1,398.62 | $1,462.96 | $1,530.27 |
| **Level D** | **Building Maintenance Supervisor, Customer Assistant I, Data Processing Assistant, Financial Assistant, Information Specialist, Library Specialist, Management Assistant** | | | | | | | | | | |
| annual | $ 26,616 | $ 27,841 | $ 29,121 | $ 30,461 | $ 31,861 | $ 33,329 | $ 34,861 | $ 36,465 | $ 38,141 | $ 39,897 | $ 41,732 |
| biweekly | $1,023.69 | $1,070.81 | $1,120.04 | $1,171.58 | $1,225.42 | $1,281.88 | $1,340.81 | $1,402.50 | $1,466.96 | $1,534.50 | $1,605.08 |
| **Level E** | **Cataloging Specialist, Customer Assistant I, Management Assistant II** | | | | | | | | | | |
| annual | $ 27,560 | $ 28,828 | $ 30,155 | $ 31,540 | $ 32,993 | $ 34,508 | $ 36,096 | $ 37,756 | $ 39,999 | $ 41,839 | $ 43,766 |
| biweekly | $1,060.00 | $1,108.77 | $1,159.81 | $1,213.08 | $1,268.96 | $1,327.23 | $1,388.31 | $1,452.15 | $1,538.42 | $1,609.19 | $1,683.31 |
| **Level F** | **Customer Assistant II, Emergency dispatcher, Financial Personnel Specialist, Administrative Assistant, Information Specialist** | | | | | | | | | | |
| annual | $ 28,613 | $ 29,929 | $ 31,305 | $ 32,746 | $ 34,252 | $ 35,828 | $ 37,476 | $ 39,200 | $ 41,003 | $ 42,890 | $ 44,862 |
| biweekly | $1,100.50 | $1,151.12 | $1,204.04 | $1,259.46 | $1,317.38 | $1,378.00 | $1,441.38 | $1,507.69 | $1,577.04 | $1,649.62 | $1,725.46 |
| **Level G** | **Program Assistant, Financial Analyst, Asst. to Superintendent of Public Works, Asst. Town Clerk, Solid Waste/Recycling Coordinator, Asst. Treasurer** | | | | | | | | | | |
| annual | $ 30,759 | $ 32,175 | $ 33,653 | $ 35,203 | $ 36,833 | $ 38,515 | $ 40,287 | $ 42,138 | $ 44,077 | $ 46,107 | $ 48,226 |
| biweekly | $1,183.04 | $1,237.50 | $1,294.35 | $1,353.96 | $1,416.65 | $1,481.35 | $1,549.50 | $1,620.69 | $1,695.27 | $1,773.35 | $1,854.85 |
| **Level H** | **Electrical Inspector, Congregate Housing Coordinator, Building Inspector** | | | | | | | | | | |
| annual | $ 33,525 | $ 35,068 | $ 36,682 | $ 38,369 | $ 40,135 | $ 41,980 | $ 43,912 | $ 45,933 | $ 48,046 | $ 50,256 | $ 52,565 |
| biweekly | $1,289.42 | $1,348.77 | $1,410.85 | $1,475.73 | $1,543.65 | $1,614.62 | $1,688.92 | $1,766.65 | $1,847.92 | $1,932.92 | $2,021.73 |

# SEIU WAGES EFFECTIVE JULY 1, 2008

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Level A** | **Clerk/Receptionist, Library Assistant II, Parking Enforcement Officer** | | | | | | | | | | |
| annual | $ 21,804 | $ 22,807 | $ 23,856 | $ 24,952 | $ 26,101 | $ 27,300 | $ 28,556 | $ 29,872 | $ 31,675 | $ 33,131 | $ 34,656 |
| biweekly | $ 838.62 | $ 877.19 | $ 917.54 | $ 959.69 | $1,003.88 | $1,050.00 | $1,098.31 | $1,148.92 | $1,218.27 | $1,274.27 | $1,332.92 |
| **Level B** | **Building Maintenance Assistant, Audiovisual Specialist, Secretary I** | | | | | | | | | | |
| annual | $ 23,445 | $ 24,524 | $ 25,653 | $ 26,834 | $ 28,067 | $ 29,358 | $ 30,707 | $ 32,120 | $ 34,029 | $ 35,592 | $ 37,231 |
| biweekly | $ 901.73 | $ 943.23 | $ 986.65 | $1,032.08 | $1,079.50 | $1,129.15 | $1,181.04 | $1,235.38 | $1,308.81 | $1,368.92 | $1,431.96 |
| **Level C** | **Circulation Supervisor, Secretary, Library Assistant III** | | | | | | | | | | |
| annual | $ 25,556 | $ 26,730 | $ 27,961 | $ 29,245 | $ 30,592 | $ 31,999 | $ 33,471 | $ 35,009 | $ 37,091 | $ 38,797 | $ 40,583 |
| biweekly | $ 982.92 | $1,028.08 | $1,075.42 | $1,124.81 | $1,176.62 | $1,230.73 | $1,287.35 | $1,346.50 | $1,426.58 | $1,492.19 | $1,560.88 |
| **Level D** | **Building Maintenance Supervisor, Customer Assistant I, Data Processing Assistant, Financial Assistant, Information Specialist, Library Specialist, Management Assistant** | | | | | | | | | | |
| annual | $ 27,148 | $ 28,397 | $ 29,704 | $ 31,070 | $ 32,499 | $ 33,996 | $ 35,558 | $ 37,194 | $ 38,903 | $ 40,695 | $ 42,567 |
| biweekly | $1,044.15 | $1,092.19 | $1,142.46 | $1,195.00 | $1,249.96 | $1,307.54 | $1,367.62 | $1,430.54 | $1,496.27 | $1,565.19 | $1,637.19 |
| **Level E** | **Cataloging Specialist, Customer Assistant I, Management Assistant II** | | | | | | | | | | |
| annual | $ 28,111 | $ 29,405 | $ 30,758 | $ 32,171 | $ 33,653 | $ 35,198 | $ 36,818 | $ 38,511 | $ 40,799 | $ 42,676 | $ 44,642 |
| biweekly | $1,081.19 | $1,130.96 | $1,183.00 | $1,237.35 | $1,294.35 | $1,353.77 | $1,416.08 | $1,481.19 | $1,569.19 | $1,641.38 | $1,717.00 |
| **Level F** | **Customer Assistant II, Emergency dispatcher, Financial Personnel Specialist, Administrative Assistant, Information Specialist** | | | | | | | | | | |
| annual | $ 29,186 | $ 30,528 | $ 31,931 | $ 33,401 | $ 34,937 | $ 36,544 | $ 38,226 | $ 39,984 | $ 41,823 | $ 43,747 | $ 45,759 |
| biweekly | $1,122.54 | $1,174.15 | $1,228.12 | $1,284.65 | $1,343.73 | $1,405.54 | $1,470.23 | $1,537.85 | $1,608.58 | $1,682.58 | $1,759.96 |
| **Level G** | **Program Assistant, Financial Analyst, Asst. to Superintendent of Public Works, Asst. Town Clerk, Solid Waste/Recycling Coordinator, Asst. Treasurer** | | | | | | | | | | |
| annual | $ 31,374 | $ 32,818 | $ 34,326 | $ 35,907 | $ 37,569 | $ 39,286 | $ 41,093 | $ 42,981 | $ 44,959 | $ 47,029 | $ 49,191 |
| biweekly | $1,206.69 | $1,262.23 | $1,320.23 | $1,381.04 | $1,444.96 | $1,511.00 | $1,580.50 | $1,653.12 | $1,729.19 | $1,808.81 | $1,891.96 |
| **Level H** | **Electrical Inspector, Congregate Housing Coordinator, Building Inspector** | | | | | | | | | | |
| annual | $ 34,195 | $ 35,770 | $ 37,416 | $ 39,136 | $ 40,938 | $ 42,819 | $ 44,790 | $ 46,851 | $ 49,007 | $ 51,261 | $ 53,617 |
| biweekly | $1,315.19 | $1,375.77 | $1,439.08 | $1,505.23 | $1,574.54 | $1,646.88 | $1,722.69 | $1,801.96 | $1,884.88 | $1,971.58 | $2,062.19 |

# SEIU WAGES EFFECTIVE JULY 1, 2009

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Level A | Clerk/Receptionist, Library Assistant II, Parking Enforcement Officer | | | | | | | | | | |
| annual | $ 22,567 | $ 23,605 | $ 24,691 | $ 25,826 | $ 27,015 | $ 28,256 | $ 29,556 | $ 30,917 | $ 32,783 | $ 34,291 | $ 35,869 |
| biweekly | $ 867.96 | $ 907.88 | $ 949.65 | $ 993.31 | $1,039.04 | $1,086.77 | $1,136.77 | $1,189.12 | $1,260.88 | $1,318.88 | $1,379.58 |
| **Level B** | **Building Maintenance Assistant, Audiovisual Specialist, Secretary I** | | | | | | | | | | |
| annual | $ 24,266 | $ 25,382 | $ 26,551 | $ 27,773 | $ 29,049 | $ 30,385 | $ 31,782 | $ 33,244 | $ 35,220 | $ 36,838 | $ 38,535 |
| biweekly | $ 933.31 | $ 976.23 | $1,021.19 | $1,068.19 | $1,117.27 | $1,168.65 | $1,222.38 | $1,278.62 | $1,354.62 | $1,416.85 | $1,482.12 |
| **Level C** | **Circulation Supervisor, Secretary, Library Assistant III** | | | | | | | | | | |
| annual | $ 26,451 | $ 27,665 | $ 28,939 | $ 30,269 | $ 31,663 | $ 33,119 | $ 34,643 | $ 36,235 | $ 38,390 | $ 40,155 | $ 42,003 |
| biweekly | $1,017.35 | $1,064.04 | $1,113.04 | $1,164.19 | $1,217.81 | $1,273.81 | $1,332.42 | $1,393.65 | $1,476.54 | $1,544.42 | $1,615.50 |
| **Level D** | **Building Maintenance Supervisor, Customer Assistant I, Data Processing Assistant, Financial Assistant, Information Specialist, Library Specialist, Management Assistant** | | | | | | | | | | |
| annual | $ 28,098 | $ 29,391 | $ 30,743 | $ 32,157 | $ 33,636 | $ 35,185 | $ 36,803 | $ 38,496 | $ 40,265 | $ 42,119 | $ 44,057 |
| biweekly | $1,080.69 | $1,130.42 | $1,182.42 | $1,236.81 | $1,293.69 | $1,353.27 | $1,415.50 | $1,480.62 | $1,548.65 | $1,619.96 | $1,694.50 |
| **Level E** | **Cataloging Specialist, Customer Assistant I, Management Assistant II** | | | | | | | | | | |
| annual | $ 29,095 | $ 30,434 | $ 31,834 | $ 33,297 | $ 34,830 | $ 36,430 | $ 38,107 | $ 39,859 | $ 42,227 | $ 44,170 | $ 46,204 |
| biweekly | $1,119.04 | $1,170.54 | $1,224.38 | $1,280.65 | $1,339.62 | $1,401.15 | $1,465.65 | $1,533.04 | $1,624.12 | $1,698.85 | $1,777.08 |
| **Level F** | **Customer Assistant II, Emergency dispatcher, Financial Personnel Specialist, Administrative Assistant, Information Specialist** | | | | | | | | | | |
| annual | $ 30,207 | $ 31,596 | $ 33,049 | $ 34,570 | $ 36,160 | $ 37,823 | $ 39,563 | $ 41,384 | $ 43,287 | $ 45,279 | $ 47,361 |
| biweekly | $1,161.81 | $1,215.23 | $1,271.12 | $1,329.62 | $1,390.77 | $1,454.73 | $1,521.65 | $1,591.69 | $1,664.88 | $1,741.50 | $1,821.58 |
| **Level G** | **Program Assistant, Financial Analyst, Asst. to Superintendent of Public Works, Asst. Town Clerk, Solid Waste/Recycling Coordinator, Asst. Treasurer** | | | | | | | | | | |
| annual | $ 32,472 | $ 33,967 | $ 35,528 | $ 37,163 | $ 38,884 | $ 40,661 | $ 42,531 | $ 44,485 | $ 46,533 | $ 48,675 | $ 50,913 |
| biweekly | $1,248.92 | $1,306.42 | $1,366.46 | $1,429.35 | $1,495.54 | $1,563.88 | $1,635.81 | $1,710.96 | $1,789.73 | $1,872.12 | $1,958.19 |
| **Level H** | **Electrical Inspector, Congregate Housing Coordinator, Building Inspector** | | | | | | | | | | |
| annual | $ 35,392 | $ 37,022 | $ 38,725 | $ 40,506 | $ 42,371 | $ 44,318 | $ 46,358 | $ 48,491 | $ 50,722 | $ 53,055 | $ 55,493 |
| biweekly | $1,361.23 | $1,423.92 | $1,489.42 | $1,557.92 | $1,629.65 | $1,704.54 | $1,783.00 | $1,865.04 | $1,950.85 | $2,040.58 | $2,134.35 |

# SEIU WAGES EFFECTIVE JUNE 30, 2010

| Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Level A** | **Clerk/Receptionist, Library Assistant II, Parking Enforcement Officer** | | | | | | | | | | |
| annual | $ 23,357 | $ 24,431 | $ 25,556 | $ 26,730 | $ 27,960 | $ 29,245 | $ 30,590 | $ 31,999 | $ 33,931 | $ 35,491 | $ 37,124 |
| biweekly | $ 898.35 | $ 939.65 | $ 982.92 | $1,028.08 | $1,075.38 | $1,124.81 | $1,176.54 | $1,230.73 | $1,305.04 | $1,365.04 | $1,427.85 |
| **Level B** | **Building Maintenance Assistant, Audiovisual Specialist, Secretary I** | | | | | | | | | | |
| annual | $ 25,115 | $ 26,271 | $ 27,480 | $ 28,745 | $ 30,066 | $ 31,449 | $ 32,894 | $ 34,407 | $ 36,452 | $ 38,127 | $ 39,883 |
| biweekly | $ 965.96 | $1,010.42 | $1,056.92 | $1,105.58 | $1,156.38 | $1,209.58 | $1,265.15 | $1,323.35 | $1,402.00 | $1,466.42 | $1,533.96 |
| **Level C** | **Circulation Supervisor, Secretary, Library Assistant III** | | | | | | | | | | |
| annual | $ 27,376 | $ 28,633 | $ 29,952 | $ 31,328 | $ 32,771 | $ 34,278 | $ 35,855 | $ 37,503 | $ 39,733 | $ 41,561 | $ 43,473 |
| biweekly | $1,052.92 | $1,101.27 | $1,152.00 | $1,204.92 | $1,260.42 | $1,318.38 | $1,379.04 | $1,442.42 | $1,528.19 | $1,598.50 | $1,672.04 |
| **Level D** | **Building Maintenance Supervisor, Customer Assistant I, Data Processing Assistant, Financial Assistant, Information Specialist, Library Specialist, Management Assistant** | | | | | | | | | | |
| annual | $ 29,081 | $ 30,420 | $ 31,819 | $ 33,283 | $ 34,813 | $ 36,417 | $ 38,091 | $ 39,844 | $ 41,674 | $ 43,593 | $ 45,599 |
| biweekly | $1,118.50 | $1,170.00 | $1,223.81 | $1,280.12 | $1,338.96 | $1,400.65 | $1,465.04 | $1,532.46 | $1,602.85 | $1,676.65 | $1,753.81 |
| **Level E** | **Cataloging Specialist, Customer Assistant I, Management Assistant II** | | | | | | | | | | |
| annual | $ 30,113 | $ 31,499 | $ 32,948 | $ 34,462 | $ 36,049 | $ 37,705 | $ 39,441 | $ 41,254 | $ 43,705 | $ 45,716 | $ 47,821 |
| biweekly | $1,158.19 | $1,211.50 | $1,267.23 | $1,325.46 | $1,386.50 | $1,450.19 | $1,516.96 | $1,586.69 | $1,680.96 | $1,758.31 | $1,839.27 |
| **Level F** | **Customer Assistant II, Emergency dispatcher, Financial Personnel Specialist, Administrative Assistant, Information Specialist** | | | | | | | | | | |
| annual | $ 31,264 | $ 32,702 | $ 34,205 | $ 35,780 | $ 37,426 | $ 39,147 | $ 40,948 | $ 42,832 | $ 44,802 | $ 46,863 | $ 49,019 |
| biweekly | $1,202.46 | $1,257.77 | $1,315.58 | $1,376.15 | $1,439.46 | $1,505.65 | $1,574.92 | $1,647.38 | $1,723.15 | $1,802.42 | $1,885.35 |
| **Level G** | **Program Assistant, Financial Analyst, Asst. to Superintendent of Public Works, Asst. Town Clerk, Solid Waste/Recycling Coordinator, Asst. Treasurer** | | | | | | | | | | |
| annual | $ 33,608 | $ 35,156 | $ 36,771 | $ 38,464 | $ 40,245 | $ 42,084 | $ 44,019 | $ 46,042 | $ 48,161 | $ 50,378 | $ 52,695 |
| biweekly | $1,292.62 | $1,352.15 | $1,414.27 | $1,479.38 | $1,547.88 | $1,618.62 | $1,693.04 | $1,770.85 | $1,852.35 | $1,937.62 | $2,026.73 |
| **Level H** | **Electrical Inspector, Congregate Housing Coordinator, Building Inspector** | | | | | | | | | | |
| annual | $ 36,631 | $ 38,317 | $ 40,081 | $ 41,924 | $ 43,854 | $ 45,869 | $ 47,980 | $ 50,188 | $ 52,497 | $ 54,912 | $ 57,436 |
| biweekly | $1,408.88 | $1,473.73 | $1,541.58 | $1,612.46 | $1,686.69 | $1,764.19 | $1,845.38 | $1,930.31 | $2,019.12 | $2,112.00 | $2,209.08 |