

Agreement

Between

Town of Rockland

And

Rockland Clerical Union, AFSCME Council 93

July 1, 2022 through June 30, 2025

Article	Table of Contents	Page
I	Stability of Agreement	4
II	Recognition	4
III	Management Rights	5
IV	Union and Employment Security	5
V	Work Stoppage	9
VI	Grievance and Arbitration Procedure	10
VII	Hours of Work	11
VIII	Overtime	11
IX	Holidays	12
X	Vacations	12
XI	Health Insurance and Life Insurance	13
XII	Funeral Leave	15
XIII	Other Leaves	15
XIV	Job Related Activities	16
XV	Wages	16
XVI	Miscellaneous	18
XVII	Sick Leave	19
XVIII	Personal Leave	19
XIX	Job Evaluation Program	20
XX	Election Leave	20
XXI	Clothing Allowance for Custodians and Transfer Station	20
XXII	Duration of Agreement	21

PREAMBLE

This Agreement entered into by the Town of Rockland, hereinafter referred to as the "Town", and the Rockland Clerical Union, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and the Union: this establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I – STABILITY OF AGREEMENT

1.0 If any of the provisions of this Agreement shall in any manner conflict with any Federal Law or Statute, or Statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect.

1.1 The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Either party, however, may, at any time, make demands and propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by written amendments, which shall be signed by representatives of the parties duly authorized by the Town and Union.

1.2 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance of any such terms or conditions, and the obligations of the Union or of the Town to such performance shall continue in full force and effect.

1.3 This agreement contains the entire understanding, undertaking and agreements between the Employer and the Union. Any and all prior employment practices, understandings, rights of the parties, including memoranda, arbitration rulings, or other administrative or judicial findings are in effect only as specifically written into this agreement. The parties acknowledge that they have each had the opportunity to make any proposals during the collective bargaining process for this agreement.

ARTICLE II – RECOGNITION

2.0 The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours of work, standards of productivity and performance and other conditions of employment for certain employees of the Town as follows: All full-time and regular part-time clerical employees, custodian, administrative assistants, library circulation chief, library cataloger, library technicians, council on aging drivers, assistant Town Clerk, assistant Town Treasurer, assistant Tax Collector, assistant Town Accountant, excluding the inspectors, the executive assistants to the Board of Selectmen, Fire Chief and Police Chief; and all Department Heads, casual employees, elected officials, and all other employees of the Town of Rockland, as certified, as amended, by the Labor Relations Commission dated March 28, 1989.

ARTICLE III – MANAGEMENT RIGHTS

3.0 Except as expressly limited by a specific provision of this Agreement, the Union recognizes and agrees that the Town shall continue to have the exclusive right to take any action it deems appropriate in the management of the various Departments and the direction of the work force in accordance with its judgment. All inherent management functions and prerogatives which the Town has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Town. Without limiting the generalities of the foregoing, the Town shall have the right of making work assignments, declaring an emergency situation to exist, disciplining for just cause, maintaining discipline, and the right to make and enforce reasonable rules for the safe, efficient, and orderly operation of the Departments. The Town, acting through the Town Administrator, shall retain the right to review all appointments to positions within the bargaining unit, subject to the Town of Rockland Charter.

ARTICLE IV – UNION AND EMPLOYMENT SECURITY

4.0 The Town agrees to deduct Union dues in accordance with the provision of M.G.L. Chapter 180, Section 17A. Such deductions of Union dues shall be made upon receipt, by the Town, of proper signed authorization forms requesting such deductions. The Town shall remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

4.1 Pursuant to General Laws, Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours, and other conditions of employment. The Employer shall be required to provide the Union with the following information:

The Union and/or the employee shall furnish a signed copy of the Union dues/agency fees deduction card that contains a waiver authorizing the use of his/her Social Security Number for the purposes of conducting business between the Union and the Town. The Union and the Town agree that employee Social Security Numbers will not be released to any third party outside of the business relationship existing between the Union and the Town, unless directed in writing, by the employee.

Upon the request of the Union, the Employer may electronically forward employee data file(s)/extracts, using tools such as that are commonly used by the Employer. These files may contain data, which describes the employee, their job, or personnel actions performed. The request for this data will not be unreasonably denied.

Employee Rosters - Upon signing of this agreement and upon request by the Union not more than once per quarter thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number,

personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job title, work site, work email address and work phone number. The list shall also include each employee's "union status," (i.e., dues paying, agency fee paying, or non-paying).

The Employer shall also electronically transmit a list of all employees hired, terminated, or transferred during the month.

4.2 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership or lawful Union activity. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union, nor discriminate in any way against non-union members of the Departments.

4.3 The employee's length of regularly scheduled continuous service with the Town of Rockland shall determine seniority. However, employees with broken service shall be credited for prior regularly scheduled continuous service after working for a period equal to the length of their absence. There shall be one seniority list which includes full-time and eligible part-time employees.

4.4 Employees who work twenty (20) hours or more per week, but less than thirty five (35) hours shall be entitled to benefits described in this Agreement such as vacations, holidays, and sick

leave, on a pro-rated basis. Employees who work less than twenty (20) hours per week are not entitled to benefits under the terms of this Agreement. If an employee is sent home from work because of an emergency closing, that employee will be paid at the standard hourly rate for the number of hours they were scheduled to work. Decisions about whether to open or close the buildings shall not be subject to grievance and arbitration provision of this contract.

This provision does NOT apply to Custodial positions with the Union.

4.5 When a position covered by this Agreement becomes vacant, and the Town desires to fill such vacancy, notice of such vacancy shall be posted in a conspicuous place in the various Departments listing the pay, duties, qualifications, area and normal work schedule. This notice of vacancy will remain posted for a period of seven (7) calendar days. Employees who are interested in filling the position may apply for consideration by written notice to the Department Head c/o the Town Administrator or Human Resource Manager within the posted period of seven (7) calendar days. It is the policy of the Town to give first consideration to members in the unit by the upgrading or promotion of persons presently employed or persons on layoff status. The first consideration of employees of the unit employees for upgrading or promotion shall be made within the employees Department with the second consideration of all employees within the unit. Upgrading and promotions, if made, shall be based upon ability, qualifications, and seniority. When ability and qualifications of two or more employees are considered relatively equal, seniority shall prevail. Nothing contained herein shall preclude the Town from hiring qualified applicants from outside the bargaining unit. No employee shall be promoted into a different department without the approval of the department head of that department and the Town Administrator. An employee newly hired into a position in the bargaining unit after the effective date of this Agreement shall serve a probationary period of six (6) months duration to determine fitness for service. During an

employee's probationary period he/she may be terminated without benefit or recourse to any provision of this Agreement. Employees placed into a new position within the bargaining unit shall serve a thirty (30) day probation, during which the employee may elect to return to his/her former position, or the department head may elect to return the employee to his/her former position, without recourse to the grievance and arbitration process in Article VI.

4.6 Employees shall have the right to have a union representative or steward present in a grievance meeting on any disciplinary action including warning or reprimand. An employee's personal file shall be available to the employee. No reprimand shall be placed in an employee's file unless first shown to the employee. The employee has the right to attach a statement to any warning or reprimand within seven (7) days of receipt of the warning or reprimand.

4.7 A written list of Union stewards and other representatives shall be furnished to the Town immediately after their designation and on July 1st each year, and the Union shall notify the Employer of any change. In cases of grievances, the steward of the affected department and one Union designated official shall be granted a reasonable period of time off without loss of pay during working hours to investigate and settle grievances.

4.8 The employer shall receive from the Union on July 1st a list of employees according to seniority dates. The rights of employees under this layoff and recall provisions shall be determined in accordance with the employee's position on the seniority list.

Term layoff shall mean a reduction in the number of employees in a job title within the bargaining unit because of a lack of work in such job or where a Town Meeting fails to vote to provide the necessary funds to perform the work. The following situations shall not constitute a layoff and accordingly, shall not be governed by the layoff provisions of this section.

- a. A change in the place of performance of the work from department or work area to another.
- b. A change whereby work performed on one shift is to be performed on different shift or schedule.

When an employee is laid off from his/her department, the employee's laid off rights shall be processed by the Town as follows:

Step 1: The least senior employee in the affected job title may displace a less senior employee in the next lowest job title within his/her own department in which he/she has proved satisfactory recorded work experience of ninety (90) days with the Town or upon notification of his/her displacement rights he/she may exercise the option to apply for any job title in the same salary grade occupied by a less senior employee in another department provided he/she has had previous satisfactory qualifying experience to perform the work of the displaced employee.

Or if there is none:

Step 2: The employee may displace the least senior employee in any other department in the next lower salary grade. An employee must have the ability and qualifications in accordance with Town standards to perform the work of the displaced employee and an employee may not displace any employee in a job which he/she had previously been removed for just cause.

Any employee affected by the layoff may elect, at any point in the displacement process, not to displace another employee. In such event, the employee shall be laid off from active employment with recall rights as provided herein.

An employee who elects to displace another and is reclassified into a job title with the same or lower maximum pay shall receive his/her present pay or the nearest lower step in his/her new wage scale, but in no case more than his/her current pay or the maximum of the new lower wage scale.

Recall to fill a position to which the employee on a layoff status has right, shall be in order of seniority notwithstanding other provisions of this Agreement. However, should an employee elect to exercise his/her rights to retire, he/she will be removed from the recall list and be terminated.

The employee not actively working for the Town has seven (7) days to accept the recall and seven (7) additional days to report. Failure to accept and return within the specified time shall be considered as voluntary termination of employment.

Failure to accept recall assignment within two (2) working days when actively working for the Town removes any recall rights.

Salary at time of recall will be adjusted to include all interim negotiated adjustments but accrual of sick leave eligibility, seniority for step increases or other benefits are suspended while not actively employed.

Any deviation from this layoff and recall procedure may be made by mutual written agreement between the Town, the Union and the affected employee.

4.9 The Town agrees to permit representatives of the Union to enter their premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

4.10 The employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the Employee and may be revoked by the Employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each Employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

4.11 Union Business:

- a. Section 1. Union Staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations. Requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the Employer with a list of staff representatives and their areas of jurisdiction.
- b. Section 2. Union Officials: Except as hereinafter provided, Union business shall be conducted by Union Officials on off-duty hours. Designated Union officials shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Grievants shall be permitted to have time off without loss of pay for processing their grievance through the contractual grievance procedure, except that for class action grievances, no more than three (3) grievants shall be granted such leave. Requests for all such time off shall be made in advance and shall not be unreasonably denied. Union officials and representatives shall conduct Union business in a manner which shall not be disruptive to the operations.
- c. Section 3. Attendance at Hearings:
 - i. Witnesses called by the Union to testify at a Step 4 hearing may be granted time off without loss of benefits or other privileges.
 - ii. All leave granted under this section shall require prior approval of the Town Administrator.
- d. Section 4. Orientation: The Union shall be allotted one half hour with new unit employees at which time a Union representative may discuss the Union with the employees.
- e. Section 5. One (1) duly elected delegate or an alternate, not to exceed one (1), is allowed to attend the meetings of State or National Bodies without loss of pay and not to exceed one (1) days per calendar year.

ARTICLE V – WORK STOPPAGE

5.0 Pursuant to Chapter 150E of the Massachusetts General Laws, the Union and the Town agree not to engage, induce, or encourage any strike, work stoppage, slow down, or withholding of services by employees, including extra work hours as normally provided by the Town.

5.1 Should any of its members engage in any of the prohibited practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The Town shall receive a copy of this notice.

ARTICLE VI – GRIEVANCE AND ARBITRATION PROCEDURE

6.0 Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed and performed and the disposition of which is not proved for in any law may be a grievance under this Agreement.

6.1 Any employee may use this grievance procedure with Union assistance.

6.2 Grievances shall be processed as follows:

Step 1. The employee with the Steward, shall present the grievance in writing to the employee's department head in ten (10) working days of the date of the grievance of the employee's first knowledge of its occurrence. The Department Manager shall attempt to adjust the matter and shall respond to the employee within five (5) working days.

Step 2. If the grievance has not been settled in Step 1, it shall be presented to the Town Administrator in writing within ten (10) working days after the Department Head's response is due. The Town Administrator shall respond to the employee or to the Steward in writing within ten (10) working days of his/her receipt of the grievance.

Step 3. If the grievance still remains unadjusted at Step 2, it shall be presented to the Board of Selectmen in writing within two (2) calendar weeks after the response of the Department Manager is due. The Selectmen shall respond in writing within two (2) calendar weeks following their next scheduled meeting after receipt by them of the grievance from the employee or Steward. The grieved party may also request grievance mediation as a conflict resolution prior to arbitration or use the State Board of Conciliation and Arbitration.

6.3 If the grievance remains unsettled, either party may within thirty (30) calendar days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

6.4 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association or the Labor Relations Connection will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.

6.5 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Union from settling by mutual agreement prior to the final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's services shall be shared equally by the parties.

ARTICLE VII – HOURS OF WORK

7.0 The work week shall normally consist of thirty-five (35) hours per week excluding meal periods, or forty (40) hours per week excluding meal periods, for fulltime employees and at least twenty (20) hours but less than thirty-five (35) hours per week excluding meal periods for part-time employees. The remaining employees covered by this Agreement work less than twenty (20) hours per week but work continuously throughout the year.

7.1 The regular hours of employment as far as reasonably possible shall be consecutive, except for interruption for meal periods. Incidental hours of split assignments necessary to meet the operation requirement of a department will be a management function.

7.2 The Town may establish from time to time different work schedules for full-time and part-time employees and hours of work for individual employees, after having consulted the Union and after having given due consideration to the convenience of the employees involved.

7.3 Work schedules of all Town Hall employees are subject to Town Administrator approval. The intent is that all offices remain open with staggered lunches, vacations and days off. The parties acknowledge that every effort will be made to keep departments open. In extenuating circumstances, if an office must be closed the employee will place notice of return on the door and notify the Town Administrator.

7.4 In the event that the Town buildings are closed due to inclement weather conditions, bargaining unit employees shall be paid for the hours they were scheduled to work on the date of the building closure.

ARTICLE VIII – OVERTIME

8.0 Overtime pay at the rate of time and one-half (1/2) times the employee's regular straight time hourly rate shall be paid for work performed in excess of forty (40) hours in any work week. For the purposes of this article, "work performed" shall include actual hours worked and all paid time off, with the exception of sick leave. Employees may, but shall not be required to receive compensatory time off equal to time and one-half (1/2) the HOURS worked in lieu of time and one-half (1/2) pay for overtime worked. Compensatory time off shall be taken by the employee at the discretion of the Department Head but shall not exceed the maximum allowed as provided under the provisions of the Fair Labor Standards Act.

8.1 Employees who are required to work on a holiday as defined in Article IX shall have the choice of receiving compensation for working holiday in one of the following manners:

Option A: At a rate of one and one-half (1.5) his/her regular hourly rate of pay.

Option B: One (1) day pay at his/her regular rate in addition to one and one-half (1.5) compensatory days off with pay, to be taken within 120 days following the holiday at a time approved by the supervisor and/or Town Administrator/HR.

ARTICLE IX – HOLIDAYS

9.0 Employees covered by this Agreement shall be granted the following holidays each year, if actively employed on the occurrence of each holiday.

New Year's Day	Martin Luther King	President's Birthday
Good Friday- Half Day	Patriot's Day	Memorial Day
Independence Day	Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day	Christmas Day
Working Day before Christmas*		Juneteenth

*The working day before Christmas shall only be granted when Christmas Day falls on a Tuesday, Wednesday, Thursday, or Friday.

9.1 An employee shall not be eligible for holiday pay unless the employee has worked the last regularly scheduled working day prior to the next regularly scheduled working day following such holiday unless the absence is excused by the Department Head, for good and sufficient reasons.

9.2 Full-time eligible employees shall be paid holiday pay in the amount equal to the regular pay they would have received had the holiday been on a regular work day, but not to exceed the employee's regularly scheduled day's pay or seven (7) hours of pay whichever is less. Part-time employees normally assigned to work twenty (20) hours or more per week shall receive paid time off in the amount equal to one fifth (1/5th) of the employee's average weekly hours.

9.3 Whenever a holiday falls on a Sunday, the following day shall be the holiday; when a holiday falls on a Saturday, the preceding day shall be the holiday.

9.4 Employees covered by agreement shall have the Friday after Thanksgiving off, with the exception of the Library, which will close one day during the Christmas vacation. That day will be at the discretion of the Library Trustees.

ARTICLE X – VACATIONS

10.0 Employees entitled to vacation shall be allowed time-off without loss of pay in accordance with the following schedule:

Six (6) months – 5 Days

One (1) year – 10 Days

Five (5) years – 15 Days

Ten (10) years – 25 Days

10.1 Employees shall be granted the foregoing vacation on July 1st each year. Additional days of vacation earned shall be granted upon the employee's anniversary date of hire in the year the additional days were earned, and on July 1st of every year thereafter.

For example: If you have over six months of service on July 1st you will receive 5 days of vacation and when you reach your one year anniversary you receive another 5 days of vacation. If you have completed four years of service, your entitlement on July 1st is 10 days. When you reach your fifth anniversary, an additional 5 days will be granted. If you have completed nine years of service, your entitlement on July 1st is 15 days. When you reach your tenth anniversary an additional 10 days will be granted.

10.2 Should a holiday fall during the vacation period on a regularly scheduled working day, an additional day of vacation will be allowed.

10.3 Employees terminating their employment with the Town will receive payment in lieu of any earned vacation not yet taken.

10.4 Vacation time and pay shall be pro-rated for part-time employees working twenty (20) hours or more per week.

10.5 Vacations shall be scheduled at the discretion of the Department Head of the respective departments and at such time as will cause the least interference with the performance of the regular work of the Town. In scheduling vacations, preference shall be given employees on the basis of length of continuous service with the Town, who shall be given first 2 choices of up to 5 consecutive working days each and choices will be made on a revolving basis with preference in each round given to the longer serving employee. All vacations must be used by June 30 of each year. Up to five (5) days may be carried over from year to year.

10.6 On the effective date of the layoff, a laid off employee shall receive full payment for all unused accumulated vacation leave.

10.7 Employees whose anniversary date is in the month of April or after shall be allowed to utilize vacation and personal accrued leave on or before January 1st in the next year, instead of June 30th each year.

ARTICLE XI – HEALTH INSURANCE AND LIFE INSURANCE

11.0 All employees enrolled in a family plan through the Town's health insurance coverage as of May 1st, 2022, May 1, 2023, May 1, 2024, shall be eligible to receive a one-time payment of \$6,000, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period each year that they are withdrawing from the Town's health insurance coverage, effective July 1st.
- B. The employee must certify that they have coverage for health care through a spouse or

other family member.

- C. The employee must remain off the Town's health insurance coverage for the period of July 1, 2022 through June 1, 2023 and/or for the period of July 1, 2023 through June 1, 2024 and/or for the period of July 1, 2024 through June 1, 2025. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1, 2023, June 1, 2024, or June 1, 2025
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

11.1 All employees enrolled in an individual plan through the Town's health insurance coverage as of May 1st shall be eligible to receive a one-time payment of \$2,500, subject to the following:

- A. The employee must notify the Town during the Open Enrollment period each year that they are withdrawing from the Town's health insurance coverage, effective July 1st.
- B. The employee must certify that they have coverage for health care through a spouse or other family member.
- C. The employee must remain off the Town's health insurance coverage for the period of July 1, 2022 through June 1, 2023 and/or for the period of July 1, 2023 through June 1, 2024 and/or for the period of July 1, 2024 through June 1, 2025. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- D. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- E. Payments for eligible employees shall be made on or about June 1st.
- F. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

11.2 All employees who are eligible to participate in the Town's health insurance plan but do not elect to receive coverage will be eligible for a payment of \$2,500, subject to the following:

- a. The employee must certify that they have coverage for health care through a spouse or other family member.
- b. The employee must remain off the Town's health insurance coverage for the period of July 1, 2022 through June 1, 2023, and/or for the period of July 1, 2023 through June 1, 2024 and/or for the period of July 1, 2024 through June 1, 2025. Any employee that enrolls in the Town's health insurance plan during the above period, due to a loss of coverage from a source other than the Town during the foregoing period shall not be eligible for this payment.
- c. The employee must fill out a Voluntary Waiver of Health Insurance form, provided by the Town.
- d. Payments for eligible employees shall be made on or about June 1, 2023, June 1, 2024, or June 1, 2025.
- e. No employee shall be eligible for this benefit if they receive health insurance coverage from the Town of Rockland through a spouse or other family member.

11.3 Section 11.0 shall be effective for the period of July 1, 2022 through June 30, 2025, and shall cease to be in effect after June 30, 2025 unless extended by written agreement of the Town and the Union.

11.4 The Town agrees to contribute 79% of the cost of employee health insurance plans. This bargaining unit will have the right to have a member on the Employee's Group Insurance Advisory Committee. The provisions of Chapter 32B of the General Laws as accepted at the Annual Town Meeting in 1956 shall apply as to group insurance and matters pertinent thereto, unless different provisions shall be enacted by the Town, which shall then apply.

ARTICLE XII – FUNERAL LEAVE

12.0 Employees shall receive without loss of pay in the event of a death in the employee's immediate family. Such leave shall be up to four (4) working days. The immediate family shall include the spouse, child, father, mother, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, aunt, uncle, step-parent, step-child, daughter-in-law, son-in-law, niece, and nephew.

ARTICLE XIII – OTHER LEAVES

13.0 Jury Leave: The Town agrees to pay the difference in the employee's normal weekly wage and compensation received for jury duty. The employee will remit to the Town the jury pay compensation, exclusive of travel expense, who in turn will provide the weeks' salary.

13.1 Military Leave: Military Leave of Absence will be granted in accordance with applicable state and federal laws.

ARTICLE XIV – JOB RELATED ACTIVITIES

14.0 Where an employee, at the discretion of the department head, or as a condition of employment, is required or requested to attend meetings, seminars and advanced courses, time off shall be allowed without loss of pay.

14.1 Where an employee, at the discretion of a department head or as a condition of employment, is required or requested to perform deliveries, pick up merchandise or perform other tasks which shall be determined to the Town business, said employee shall be compensated for all time so expended.

14.2 Employees should be reimbursed for expenses incurred including the use of a private automobile at the current IRS rate, if the employees proved, in advance, that they have adequate insurance coverage.

14.3 Professional Development/Educational Reimbursement: Employees may be reimbursed for professional development or educational courses that are related to the skills and responsibilities of their job. Reimbursement will be subject to the approval of the employee's department head.

ARTICLE XV – WAGES

15.0 The following is the classification structure for employees covered by the Union:

Junior Clerk – Custodian; Library Technician; Van Driver; Landfill Attendant; Council on Aging Receptionist.

Senior Clerk – Assessor Department; Board of Health; Building Department; Tax Collector; Town Accountant Department; Town Clerk; Treasurer Department.

Principal Clerk – Library Circulation Chief; Library Cataloger.

Senior Administrative Assistant – Assessor Department; Board of Health; Building Department; Highway Department; Sewer Department; Police Department; Youth Commission.

Statutory Assistant – Assistant Tax Collector; Assistant Town Clerk.

Statutory Assistant II- Assistant Town Accountant; Assistant Treasurer;

15.1 Effective July 1, 2022, there shall be an increase of two and one half percent (2.5%); the pay schedule to be as follows:

	Start	1	3	6	8	10	12	15	20	25
Jr. Clerk	\$20.96	\$21.42	\$22.39	\$23.39	\$24.46	\$25.67	\$26.78	\$26.94	\$27.17	\$27.45
Sr. Clerk	\$21.31	\$21.88	\$22.85	\$23.85	\$24.92	\$26.13	\$27.24	\$27.40	\$27.63	\$27.91
Principal Clerk	\$21.42	\$22.25	\$23.26	\$24.35	\$25.44	\$26.65	\$27.76	\$27.93	\$28.16	\$28.44
Sr Admin. Asst.	\$23.34	\$24.33	\$25.39	\$26.53	\$27.67	\$28.95	\$30.11	\$30.29	\$30.53	\$30.83
Stat. Asst.	\$25.17	\$26.18	\$27.32	\$28.51	\$29.75	\$31.10	\$32.30	\$32.48	\$32.73	\$33.04
Stat. Asst. II	\$31.00	\$32.24	\$33.64	\$35.12	\$36.65	\$38.30	\$39.78	\$40.00	\$40.31	\$40.69

Effective July 1, 2023, there shall be an increase of two and one half percent (2.5%); the pay schedule to be as follows:

	Start	1	3	6	8	10	12	15	20	25
Jr. Clerk	\$21.49	\$21.96	\$22.95	\$23.97	\$25.08	\$26.31	\$27.44	\$27.62	\$27.85	\$28.14
Sr. Clerk	\$21.84	\$22.43	\$23.43	\$24.44	\$25.55	\$26.78	\$27.92	\$28.09	\$28.32	\$28.61
Principal Clerk	\$21.96	\$22.80	\$23.84	\$24.96	\$26.07	\$27.32	\$28.45	\$28.62	\$28.86	\$29.15
Sr Admin. Asst.	\$23.92	\$24.93	\$26.03	\$27.19	\$28.37	\$29.67	\$30.86	\$31.04	\$31.29	\$31.60
Stat. Asst.	\$25.80	\$26.83	\$28.00	\$29.23	\$30.50	\$31.88	\$33.10	\$33.29	\$33.55	\$33.86
Stat. Asst. II	\$31.78	\$33.05	\$34.48	\$35.99	\$37.56	\$39.26	\$40.77	\$41.00	\$41.32	\$41.71

Effective July 1, 2024, there shall be an increase of two and one half percent (2.5%); the pay schedule to be as follows:

	Start	1	3	6	8	10	12	15	20	25
Jr. Clerk	\$22.02	\$22.51	\$23.53	\$24.57	\$25.70	\$26.97	\$28.13	\$28.31	\$28.55	\$28.84
Sr. Clerk	\$22.39	\$22.99	\$24.01	\$25.06	\$26.19	\$27.45	\$28.61	\$28.79	\$29.03	\$29.33
Principal Clerk	\$22.51	\$23.37	\$24.44	\$25.58	\$26.72	\$28.00	\$29.16	\$29.34	\$29.58	\$29.88
Sr Admin. Asst.	\$24.52	\$25.56	\$26.68	\$27.87	\$29.08	\$30.41	\$31.64	\$31.82	\$32.07	\$32.39
Stat. Asst.	\$26.45	\$27.50	\$28.70	\$29.96	\$31.26	\$32.67	\$33.93	\$34.12	\$34.39	\$34.71
Stat. Asst. II	\$32.57	\$33.87	\$35.35	\$36.89	\$38.50	\$40.24	\$41.79	\$42.03	\$42.35	\$42.75

15.2 There shall be a \$2.00 per hour pay differential in the night shift for all Library employees covered by this Agreement who work after 5:00 P.M. and on Saturdays.

15.3 Employees newly hired into a bargaining unit position may be placed on a higher than Step 1 with the approval of the appointing authority and the Town Administrator, in recognition of prior town service or equivalent experience.

15.4 Employees who are temporarily assigned to perform higher-level duties that require an increased need to exercise independent judgment due to the absence of a Department Head

for more than two (2) weeks shall be eligible receive a weekly stipend in the amount of \$125 per week during the time they are required to perform said higher-level duties.

Employees who are temporarily assigned to perform higher-level duties that require an increased need to exercise independent judgment due to the absence of a higher-level employee other than the Department Head, for more than two (2) weeks, shall be eligible receive a weekly stipend in the amount of \$62.50 per week during the time they are required to perform said higher-level duties.

The Town Administrator, with input from the Human Resources Director, shall make the final determination regarding whether an employee meets the criteria set forth in this section, and that determination shall not be subject to the grievance procedure set forth in Article 6 of this agreement.

ARTICLE XVI – MISCELLANEOUS

16.0 Established practices and policies shall be maintained at no less than current standards.

16.1 Full-time employees covered by this Agreement may request a leave of absence from the Town.

16.2 Space shall be provided at the Town Hall for a bulletin board for the exclusive use of the Union.

16.3 The Town agrees to maintain reasonable working conditions for all office employees.

16.4 When there is an extended absence(s) or other extenuating circumstance in a department that leads to a need for additional staffing or office coverage, bargaining unit employees from other departments will be permitted to cross-train and provide short-term coverage in other departments.

The department requiring coverage will be required to cross-train the employee and provide a list of duties for which the covering employee will be responsible. The covering employee must have the knowledge, skills, and ability to complete said duties. In the event that more than one employee volunteers for coverage, the Human Resources Director shall select the most qualified employee.

Employees will participate on a voluntary basis and the coverage must be approved by Human Resources, the employee's current department head, and the head of the department requiring the coverage. Coverage shall first be offered to bargain unit members before being offered to employees outside the bargaining unit. Employees providing coverage shall be paid their regular hourly wages for work performed in another department.

The Town retains its managements' rights under GL c. 150E, including the right to reassign employees.

ARTICLE XVII – SICK LEAVE

17.0 Each employee eligible for this benefit will receive one (1) day of sick leave with pay for each month of continuous service (a total of twelve (12) days per year) provided such leave is caused by sickness, injury, or exposure to contagious disease. Sick leave may be accumulated without limit.

17.1 Employees shall be compensated in cash for all unused sick leave up to a maximum of one hundred thirty (130) days for full-time employees; one hundred twenty-five (125) days to all employees hired after July 1, 2004 and prorated for permanent part-time employees up to a maximum of ninety (90) days when they are permanently separated from employment with the Town by retirement or death. In the event of the death of the employee, payment shall be made to the employee's designated beneficiary or estate.

Employees hired after July 1, 2010 shall be eligible to accumulate up to a maximum of 125 sick days, and shall be paid, at time of death or retirement, an amount equal to 25% of the value of accumulated sick leave, up to a maximum amount equal to 25% of 125 sick days.

17.2 Sick leave is authorized by the Department Head subject to the review and approval by the Town Administrator. If an employee is absent three (3) days or more, chargeable sick leave, a statement from the employee's physician may be required; the statement is to give the nature of the illness and the expected duration. Such statement may be required at the discretion of the Department Head. In order for sick leave to be allowed, an employee must personally notify the Department Head on the first day of the absence.

17.3 The Town may require a medical examination of any employee on sick leave. This examination shall be at the expense of the Town and by a physician appointed by the Town unless otherwise waived by the Town.

17.4 All unused, accumulated sick leave shall be kept to the laid off employee's credit, and in the event of a recall, shall be restored to the employee.

17.5 The Town acknowledges that it is required to provide maternity leave to all female employees pursuant to Chapter 149, Section 105D of the Massachusetts General Laws and hereby affirms that it will comply with said law.

17.6. The parties agree that they are governed by the provisions of the Family Medical Leave Act.

ARTICLE XVIII – PERSONAL LEAVE

18.0 After one year of continuous employment, an employee shall be granted five (5) days personal leave per annum without loss of pay. Such leave shall not carry over or accrue from year to year, and unused leave shall not be paid upon retirement, resignation, or termination. The time and date of the five (5) days leave shall be at the employee's option, but subject to the needs of the Department and the Department Head's approval. One additional personal day shall be granted to any employee that does not use any sick leave during the prior fiscal

year.

ARTICLE XIX – JOB EVALUATION PROGRAM

19.0 The employer has conducted a job evaluation study using a recognized point rating plan to determine the worth of each job within the unit in relation to all other unit job positions. Position descriptions have been written and evaluated. Where appropriate, a new or revised salary schedule has been developed.

19.1 Employees shall be classified into position classifications by a comparison of the work they perform with position classification descriptions as written and evaluated and in which they spend fifty percent (50%) or more of their work week performing the full complement of position duties.

19.2 The assignment of an employee to the performance of work requiring less than the skills of the position classification descriptions shall not furnish a basis for a claim on the part of other employees performing corresponding duties to be classified under position classification title.

19.3 In no event shall the matter of wages, a proper subject or negotiations under M.G.L. Chapter 150E, be submitted to arbitration during the term of this Agreement, or be otherwise determined by any party or individual, unless agreed to by the Board of Selectmen of the Town, or their representatives, and the proper designated representatives for the Union.

19.4 Any employee who feels he/she is improperly classified may pursue his/her complaint through the grievance procedure under the collective bargaining agreement, up to the step involving the Board of Selectmen. The decision and adjustment made by the Board of Selectmen shall be final and adjustment made by the Board of Selectmen shall be final and binding.

ARTICLE XX – ELECTION LEAVE

20.0 Employees who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on employees who are chosen to act as election officials to notify their manager a minimum of seven days in advance of their need for time off in order to accommodate the necessary scheduling of work periods. Time engaged as an election official should be reported and coded appropriately on timekeeping records and employees may use either accrued vacation or personal leave.

ARTICLE XXI – CLOTHING ALLOWANCE FOR CUSTODIANS AND TRANSFER STATION

21.0 Effective July 1, 2022, the Town will provide a clothing allowance of three hundred and fifty dollars (\$350.00) per employee, for work boots and workpants. This allowance shall be paid to custodians, Transfer Station employees, the Senior Administrative Assistant for the

Sewer Department, and the Senior Administrative Assistant for the Highway Department. The Town will provide employees with Shirt(s) and Safety Vests. Employees must wear approved clothing and footwear at all times.

ARTICLE XXII – DURATION OF AGREEMENT

22.0 This contract shall extend from July 1, 2022 to June 30, 2025 and shall continue in force and effect thereafter while the parties are negotiating towards a new Agreement. Either party wishing to modify, amend or terminate the contract must notify the other party in writing not more than one hundred and fifty (150) days or less than ninety (90) days prior to the expiration date as set forth above. After receipt of notice by either party, a conference will be held between the Town and the Union (AFSCME Council 93) for the purpose of negotiating such amendments, modifications or termination.

In Witness Whereof – the parties hereto set their hands and seals by their duly authorized representatives this 11 day of July in the Year 2023.

BOARD OF SELECTMAN

**ROCKLAND CLERICAL UNION
AFSCME COUNCIL 93**

Michael O'Loughlin
Michael O'Loughlin, Chairman

Tiffanie Needham
Tiffanie Needham, Member

Lori Childs
Lori Childs, Member

Donna M. Shortall
Donna M. Shortall, Member

John Ellard
John Ellard, Member

Paul L Faria

Christine A. Campanile
Christine A. Campanile

Muse Eyer Vasher

Signed this 11 day of July 2023.

Witnessed

Douglas Lapp

Douglas Lapp, Town Administrator

