

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TOWN OF AYER

AND

AMERICAN FEDERATION OF STATE
AND COUNTY EMPLOYEES

AFSCME 93

(Town Hall / Clerical Union)

JULY 1, 2014 – JUNE 30, 2017

PREAMBLE

This Agreement entered into by the Town of Ayer, hereinafter referred to as the Employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment. This agreement shall remain in effect from July 1, 2014 through June 30, 2017.

ARTICLE 1: **Recognition**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the Animal Control Officer, Assistant Accountant, Accountant/Treasurer Department Assistant, Planning Board Office Manager, Conservation Administrator, Custodian/Maintenance Technician, Director of the Council on Aging, Outreach Coordinator, Nutrition Coordinator, MART Van Coordinator, Grant Administrator, CDBG Program Manager, Board of Assessors Department Assistant, Assistant Tax Collector, Secretary to the Board of Health, Dept. Asst. DPW, Assistant Town Clerk, Building Inspector and excluding all other employees of the Town.

Section 2. The Union recognizes the Employer as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the employer by Statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Employer retains all powers, rights and duties that it has by law without such exercise being made the subject of any grievance or arbitration proceeding hereunder.

Section 3. For the purpose of this contract, a full-time employee is defined as a permanent employee working 20 hours or more in a work week. A part-time employee is defined as an employee working less than 20 hours per week. Full-time employees working 40 hours per week are entitled to full benefits with those working between 20 and 39 hours per week are entitled to benefits on a pro rata basis. Part-time employees are not entitled to benefits.

Section 4. The parties acknowledge that the positions of Director of Council on Aging, Building Inspector, Grants Administrator and CDBG Program Manager are yearly salaried positions exempt from the provisions of the Fair Labor Standards Act and not subject to the overtime provisions in this contract.

Section 5. A work day is defined as the number of hours regularly worked per week divided by five.

ARTICLE 2:
Severability

Section 1. Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation (federal or state) or should any provision of this Agreement be found to be in violation of any federal or state law Chapter 150 E General Laws by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

Section 2. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 3:
Employer's Management Rights

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the exclusive right to manage the town, direct the working forces, contract and sub-contract, procedures, the schedules and work assignments. The right to hire, lay off, promote or demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency in the exclusive and sole right of the employer. Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Administrator, the Board of Selectmen, or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the offices of Town Hall and the Council on Aging. The selectmen may exercise their rights under this section without said actions being subject to the grievance and arbitration clause of this contract.

ARTICLE 4:
No Discrimination

Section 1. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, handicap status, sexual orientation, transgender status, or age and that such persons shall receive the full protection of this Agreement.

ARTICLE 5:
No Coercion

Section 1. The Employer of the Town of Ayer agrees that they or their agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Ayer for his participation in recognized Union activity as defined under Chapter 150 E of the General Laws of Massachusetts.

Section 2. The Union agrees that there will be no coercion or discrimination by members against any employee because of his non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee for his adherence to any provision of this Agreement or order of instruction issued by the Employer or his representatives.

ARTICLE 6:
Strikes and Work Stoppages

Section 1. It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services from the Employer, such employee shall be subject to disciplinary action, including discharge, and the employee shall have the right to take up, under the grievance and arbitration provisions of this Agreement, only the question of whether or not he engaged in, induced or encouraged such strike, work stoppage, slowdown, or withholding of services from the Employer.

ARTICLE 7:
Union Dues and Agency Service Fees

Section 1. Employees may tender membership dues by signing the Authorization for Payroll Deductions from dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off and Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each Employee who voluntarily executes or has executed such form and remit the aggregate amount to the Treasurer of Local 1703 along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2. The Employer shall require as a condition of employment during the life of this Agreement, that each employee covered by this agreement shall on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay an agency service fee to the Union; and, the Employer agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amount to the Treasurer of Local Union No 1703, in accordance with the terms of the Authorization of Payroll Deduction for Agency Service Fee form, and not a statement or restatement of law.

ARTICLE 8:
Drug and Alcohol Policy

Employees shall be subject to the drug and alcohol policy as shown in Appendix A.

ARTICLE 8A:
Electronic Communication Policy

Employees shall be subject to the Town's Electronic Communication Policy as shown in Appendix B.

ARTICLE 9:
Discipline and Discharge

Section 1. The Employer shall have the right to discharge, suspend or discipline any employee for just cause.

Section 2. Any grievance relating to the discharge or discipline of an employee may be taken up and determined by the employee's appointing authority under the grievance and arbitration provisions of this Agreement except as otherwise specifically limited in this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement, a grievance involving discharge must be in writing and must be received by the Employer within three working days from the date of discharge. In the event a grievance involving discharge is not filed within such time, the discharge shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge shall start at Step 2 of the grievance procedure.

ARTICLE 10:
Grievance and Arbitration Procedure

The parties agree that a grievance is a complaint involving the interpretation or application of any provision of this agreement. No grievance shall be considered unless a meeting regarding the alleged grievance is requested, in writing, within three calendar (3) days of the alleged action or inaction, which is the subject of the alleged grievance. The parties further agree that it shall be in the best interest of the parties to settle grievances at the lowest step in the procedure.

The parties may mutually agree to extend the time limits in this article provided that such extensions are agreed to in writing. If the grievance is not responded to by the town within the time limits, at any step, it shall be considered to have been denied and the union may proceed to the next available step.

Step 1

The first step of the procedure shall be an informal verbal conference with the employee's immediate supervisor unless the complaint involves the immediate supervisor. If the

grievance involves the immediate supervisor then step one may be bypassed. Any disposition of a grievance at this level must be put in writing and must be approved by the Town Administrator. If the matter is not resolved at this level, the grievant may, within fourteen (14) calendar days of receipt of the written step 1 decision, proceed to step 2. If the position of immediate supervisor is not filled, the grievance process shall start at Step 2.

Step 2

The second step of the process shall be a written statement sent to the Town Administrator, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the immediate supervisor's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) calendar days after the receipt of the grievance by the Town Administrator. The decision of the Town Administrator shall be confirmed in writing no later than fourteen (14) calendar days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) calendar days of the written step 2 decision, proceed to step 3.

Step 3

The third step of the process shall be a written statement sent to the Board of Selectmen, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the supervisor's and the Town Administrator's decision must be included. A meeting to discuss this grievance shall be held promptly. The Town Administrator shall schedule the matter on the next Selectmen's agenda. The decision of the Board of Selectmen shall be confirmed in writing no later than thirty-five (35) calendar days after the close of the grievance meeting. If the matter is not resolved at this level, the union (not the employee) may proceed to step 4.

Step 4

If the matter is not resolved at this level then either the union or the town within fourteen (14) calendar days of the written step 3 decision submit the matter to the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties as is provided by Massachusetts General Laws. The arbitrator shall be requested to submit his/her decision within thirty (30) calendar days after the close of arguments or the submission of briefs.

The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this agreement, and in reaching his/her decision, he/she shall interpret the agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Employer other than those expressly set forth herein.

The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator for consideration.

The expenses for the arbitrator shall be borne equally by the parties.

ARTICLE 11:
Hours of Work

Section 1. The hours of work of all employees shall be determined by the Board of Selectmen or Appointing Authority.

ARTICLE 12:
Overtime

Section 1. Employees covered by this Agreement may be required to work overtime at the direction of the Town Administrator or the appointing authority.

Section 2. An employee covered by this Agreement shall be paid overtime at the overtime rate for work authorized in excess of forty (40) hours in any given week. Overtime pay shall be paid to employees on the pay period immediately following the period that an employee has worked overtime.

Section 3. If an hourly employee is required to work on a holiday he shall be paid holiday pay plus the overtime rate.

ARTICLE 13:
Job Posting and Bidding

Section 1. The Town shall fill vacancies in its sole discretion.

Section 2. The Town shall post vacancies within the bargaining unit for at least five days prior to advertising the position.

Section 3: Internal applicants shall receive preference over all outside applicants based on qualifications. The Town reserves the right to fill all vacancies in its sole discretion.

Section 4. The successful applicant shall be given a six (6) month trial and training period in the new position at the applicable rate of pay.

Section 5. If at any time during the trial and training period, the appointing authority determines that the employee is not qualified to perform the work, the employee shall be returned to the previous position and rate.

ARTICLE 14:
Union Representatives

Section 1. A written list of Union Stewards and their representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Section 2. The steward, or his designee, shall be granted reasonable time off during normal working hours to investigate and settle grievances without loss of pay. Such reasonable time off shall be discretionary with the approval of the Town Administrator or appointing authority. Should the investigation of the grievance continue beyond the normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after the quitting time.

Section 3. A duly authorized member of the bargaining unit may be granted an unpaid leave of absence, at the discretion of the Town Administrator or appointing authority, not to exceed two days in any one calendar year for the purposes of attending seminars and meeting, including conventions, of the Council, State or National bodies of the Union.

ARTICLE 15: **Breaks/M meal Periods**

Section 1. An employee must take at least a ½ hour unpaid lunch break if the employee works six (6) hours or more per day. Employees are also allowed one 10-minute break every four (4) hours.

ARTICLE 16: **Holidays**

Section 1. The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth, and on these days, employees, without loss of pay, shall be excused from all duty except in cases where the Town Administrator or appointing authority determines that the employee is required to maintain essential Town services:

- | | |
|----------------------------------|---|
| 1. New Year's Day | 8. Columbus Day |
| 2. Martin Luther King's Birthday | 9. Veterans Day |
| 3. Presidents Day | 10. Thanksgiving Day |
| 4. Patriot's Day | 11. Day After Thanksgiving Day |
| 5. Memorial Day | 12. ½ Day Before Christmas (<i>unless Christmas Day falls on a Sunday or Monday</i>) |
| 6. Independence Day | 13. Christmas Day |
| 7. Labor Day | 14. ½ Day Before New Year's Day (<i>unless Christmas Day falls on a Sunday or Monday</i>) |

Section 2. To be eligible for holiday pay, an employee shall be in a planned paid status or have worked on the regularly scheduled day before the holiday and on the next regularly scheduled work day following the paid holiday.

Section 3. Regular employees, who work at least 20 hours per week shall be entitled to time off with pay for each scheduled holiday based upon their normal hourly rate. In no case shall any employee receive more than eight (8) hours of holiday pay. Holiday time shall be considered hours worked. Any full time or part time employee will receive holiday pay only for his/her regularly scheduled hours on that holiday.

ARTICLE 17:
Longevity

When an employee has reached five (5) years of continuous employment with the town, they will receive a stipend of two-hundred (\$200.00) dollars to be paid on the employee's anniversary date. For each year of continuous service as an employee thereafter, the employee will receive thirty (\$30.00) dollars in addition to the stipend of two-hundred (\$200.00) dollars. This benefit is capped at seven-hundred and fifty (\$750.00) dollars and is subject to appropriations.

ARTICLE 18:
Vacations

Section 1. The town provides vacation leave for all regular, full-time employees and for all regular part-time employees who work no less than twenty (20) hours weekly. Annual vacation may be taken as earned, if approved by supervisor. For the purposes of determining vacation eligibility, prior public service may be considered, at the discretion of the Appointing Authority.

Section 2. Vacation leave will be earned on the basis of the number of complete calendar months of active employment with the Town multiplied by a vacation leave accrual rate on the following sliding scale:

Complete Months of Active, Continuous employment:	Maximum days earned per month:	Maximum days earned per year:	Maximum days carried over to next fiscal year:
0-60	0.8333	10	20
61-120	1.25	15	30
121-plus	1.67	20	40

Section 3. Vacation leave may not be accumulated to more than two times the applicable vacation leave rate for an employee; provided, however, that the limit shall be extended to more than two times the employees earned rate if departmental scheduling or other extenuating circumstances relating to the functioning of the department preclude the use of vacation leave at the time. Documentation of reasons for the extension and circumstances must be put in writing, approved by the appointing authority, a copy given to the Treasurer's Office and a copy placed in the employees personnel file.

Section 4. Vacation leave shall be taken in one hour increments.

Section 5. Department Heads should request projected leave schedules at the beginning of each fiscal year.

Section 6. Whenever employment is terminated the employee shall be paid at his/her current rate of pay an amount equal to the vacation allowance as earned and not taken. A termination report must be completed by the supervisor and submitted to the Treasurer's office.

Section 7. Whenever employment is terminated by death, the beneficiary of the deceased shall be paid an amount equal to the vacation allowance accrued but which had not been taken.

Section 8. Pay in lieu of vacation is not allowed except in the case of employee termination or death.

Section 9. Approval and timing of vacations shall be determined by the department supervisor or department head with due regard to the wishes of the employee.

Section 10. The Treasurer's Office and/or Department Head will keep track of each employee's vacation leave balance. Employees may at any time contact the Treasurer's Office to determine their balance of vacation leave that can be utilized by the employee.

ARTICLE 19:

Sick Leave

Section 1. All regular full-time employees who have completed six (6) months of continuous service working forty (40) hours per week shall earn ten (10) hours per month sick time.

Section 2. Regular full-time employees working less than forty (40) hours per week who have completed six (6) months of continuous service shall earn sick time on a pro rata basis.

Section 3. Sick leave shall be considered as a privilege, which may be used only in the case of actual illness or disability of an employee. Sick leave shall only apply to personal illness, family illness, disabling non-work-related accidents, prescribed medical examinations and absences concerned with accidents or illness and deemed justifiable by the department supervisor. Sick leave shall be taken in hourly increments. Employees shall be compensated for accrued but unused sick leave upon the termination of their employment based on the following: Employees with 20+ years of continuous employment shall be compensated up to \$5000 for their remaining sick leave. Employees with 10+ years of continuous employment shall be compensated up to \$2500 for their remaining sick leave.

Section 4. Employees who as a result of sickness are absent from employment for a period of more than three (3) consecutive days may be required to present a doctor's certificate to the Town Administrator stating the reason and an estimated period of time the employee will be absent from work to be eligible for paid sick leave.

Section 5. Days of sick leave not used by an employee in any given year may be accumulated up to 2080 hours.

Section 6. Voluntary Sick Leave Bank ("Bank")

1. The purpose of the Bank is to provide extended sick leave coverage to any permanent, full-time employee who has exhausted his/her sick leave and who is a member of the Voluntary Sick Leave Bank pursuant to Paragraph 2. below. An employee may access the Voluntary Sick Leave Bank for absences due to or resulting from an extended and/or serious injury, illness or disability as defined by the Family and Medical Leave Act as a serious personal illness or injury.

2. To be eligible to join the Bank as a member, an employee must have completed one (1) year of employment and must contribute one regularly scheduled work day of his/her accumulated sick leave to the Bank by July 15 each current fiscal year.

3. The Bank will be administered by a committee of four persons, two members representing the Town and two members representing the Union, to be known as the Sick Leave Bank Committee ("Committee").

4. All requests for the use of sick days from the Bank shall be directed to the Committee. The Committee may approve a request for the use of Bank days in an amount up to twenty (20) regularly scheduled work days. The total grant of Bank days shall not exceed sixty (60) regularly scheduled work days per illness, injury or disability. A request for the use of Bank days must be accompanied by an application and medical documentation. Any requests for an extension of Bank benefits of more than twenty (20) regularly scheduled work days, must be accompanied by a new application and current medical documentation.

5. In acting upon requests for sick days from the Bank, the Committee shall utilize the following criteria:

- adequate medical evidence;
- prior utilization of sick leave and/or the Voluntary Sick Leave Bank;
- reasons for and propriety of prior use of sick leave; and
- the member's intent to return to service.

6. In order for a member to be eligible for Bank benefits in each fiscal year, he/she must return to work for a period of time at least as long as the period for which he/she received benefits. The Committee may waive this provision in extraordinary circumstances.

7. The decisions of the Committee are final and are not subject to the Grievance and Arbitration Procedure.

ARTICLE 20: Bereavement Leave

Section 1. The Town Administrator and/or Department Supervisor, if necessary, may grant bereavement leave, to an employee, not to exceed three paid days at the time of the funeral. Such leave may be granted only in the event of the death of the employee's parent, step-parent, grandparent, child, spouse, brother, sister or parent-in-law, grandparent-in-law son and daughter-in-law and for foster and step-children.

Section 2. Bereavement leave, if necessary, may be granted to an employee by the Department Supervisor or Town Administrator for one day to attend the funeral of a close family member or friend.

ARTICLE 21:
Personal Leave

Section 1. Employees shall be granted three (3) days of personal leave per year usable in one hour increments.

Section 2. The employee may use such leave for any purpose subject to advance approval by the Department Supervisor. Said leave must be used during the year it was earned and will not be allowed to accumulate from year to year.

ARTICLE 22:
Jury Duty

If an employee is called to jury duty, he shall receive an amount equal to the difference between his normal compensation at straight time rates and the amount (excluding any travel allowance) received from court, upon presentation of evidence of the amount paid by the court.

ARTICLE 23:
Leave of Absence

Section 1. Leaves of absence may be granted by the Board of Selectmen or Appointing Authority but shall be without compensation or further accrual of benefits. Leaves of absence of over six (6) months duration shall be considered a break in employment and upon return to work the employee shall have the status of a new employee unless on extension of leave beyond six (6) months has been authorized by the Board of Selectmen or Appointing Authority in advance.

ARTICLE 24:
Military Training

Section 1. Full time employees with continuous employment by the Town, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for a normal working period of two (2) weeks and the amount paid for military training. An employee, on request, may combine his military leave with his regular vacation period.

ARTICLE 25:

A. Labor-Management Meetings

Section 1. The union shall designate a standing committee of three (3) employees of the bargaining unit whose rates and conditions of employment are covered by this agreement; which committee may, at the request of either party, meet with the Town Administrator or Board of Selectmen from time to time for the purpose of discussing matters coming within, or out of, the scope of this agreement, such meetings shall be held at times and places convenient to both parties.

Section 2. The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

Section 3. There shall be no deduction in pay for the standing committee attending meetings with department officials during working hours while settling personal and personnel matters. The Town Administrator shall notify, or cause notice to be given, to all persons affected. The standing committee will not receive any compensation for time spent attending such meetings outside of normal working hours.

B. Safety Code Committee

Section 1. The Employer from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2. Before any new regulation pertaining to the safety and health of the employees is established, the Employer shall send a copy of the proposal to the Union representative for review. Either party may request a conference on a proposal. Standard safety practices and common sense shall prevail.

Section 3. A safety committee consisting of two (2) representatives of Employer and three representatives of the bargaining unit shall be appointed and shall meet from time to time to discuss such regulations or other matters relating to health and safety.

Section 4. The Employer shall regulate and the Union shall inform its members to use protective services, wearing apparel, safety practices and other accessories, equipment and precautions for the protection of employees from injury.

Section 5. Subject to the employee's right to the grievance procedure, the Employer may treat violations of the safety code as a breach of discipline.

**ARTICLE 26:
Wages**

Section 1. Bargaining unit members shall receive a two percent (2%) wage increase each fiscal year beginning on July 1, 2014 and ending on June 30, 2017.

Section 2. Bargaining unit members who were enrolled in a Town health plan as of March 1, 2008, will receive a fixed credit towards health insurance premium costs that equals the difference between the current 75 percent contribution rate and the prior 86 percent contribution rate of the respective plans in which the employee is enrolled. The fixed credit will be included as part of the “pre-tax” Section 125 health insurance payroll deduction as follows:

Plan Name	Family Plan Credit	Individual Plan Credit
Tufts EPO	\$36.48 per week	\$17.07 per week
Harvard-Pilgrim HMO	\$35.03 per week	\$17.17 per week
Fallon Select	\$32.21 per week	\$15.36 per week
Fallon Direct	\$30.59 per week	\$14.52 per week

The credit shall not modify the wage matrix (Appendix “D”) and only applies during the continued active employment of employees affected by the change in health insurance premium contributions. The credit shall sunset for each affected employee upon separation of employment.

Section 3. The Town and the Union agree that in the event the Town shall hereafter negotiate and pay a general base wage increase for any collective bargaining unit that has not previously settled effective July 1, 2014, that Article 26, Section 1 only shall be reopened for negotiations.

ARTICLE 27: **Health and Welfare**

The employee may select, at his or her discretion, from any of the comprehensive health plans offered by the employer. The employer shall contribute 75 percent of the premium towards any of the Town's offered health plans.

The health insurance payroll “credit” shall be retained only for employees hired prior to September 1, 2007.

ARTICLE 28: **Miscellaneous Provisions**

Employees are entitled and subject to the following:

1. School: Time off to attend job related courses if held during working hours and approved by the immediate supervisor.
2. Paid if called as witness or subpoenaed by the Town

Section 2. Access to premises - The Employer agrees to permit representatives of the American Federation of State, County and municipal Employees, AFL-CIO and/or Council 93 to enter the premises at reasonable times to discuss working conditions with individual members of

the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees, and provided the Town Administrator has been so notified prior to said entry onto the premises.

Section 3. The Town shall prepare position descriptions which shall be distributed to employees.

Section 4. Both parties agree to be bound by the terms and conditions of this agreement during the period between the date of expiration and the date of execution of a new agreement.

Section 5. all employees shall be subject to an annual performance review in accordance with the process attached and incorporated as Appendix C, a copy of which shall be placed in the employee's personnel file.

Section 6. This contract shall be gender neutral. Any gender specific references shall be deemed to be applied neutrally.

ARTICLE 29

Employee Expenses

Section 1. Upon submission of a receipt, the Town of Ayer will compensate the following positions of Animal Control Officer (1)*; Building Inspector (1); Conservation Administrator (1); Custodian (1); Nutrition Coordinator (COA) (3); and Maintenance Technician (1). **[Note: (*) = denotes number of positions as of September 2014]*

Section 2. When an employee is authorized to use his/her personal automobile for travel related to his/her employment, he/she shall be reimbursed at the IRS rate. Employees on authorized travel will be reimbursed for parking and tolls upon submission of receipt.

Section 3. Employees shall not be reimbursed for commuting between their home and office or other regular work location.

ARTICLE 30

Bulletin Board

The Town will provide the Union with a bulletin board in the Town Hall (i.e. first floor mail room or second floor break room) and the staff room at the Council on Aging. The Town agrees to permit the Union to post union meetings and election notices. All other notices must be mutually approved by the Town Administrator and the Union President or their designee prior to posting.

ARTICLE 31

Out of Class Work

Any employee who is assigned by his/her supervisor to a position in a higher pay grade for a period of more than thirty (30) days shall receive the salary rate for the higher position from

the first day of assignment, provided such assignment has the prior approval of the Appointing Authority or his/her designee.

ARTICLE 32:
Termination

This Agreement will remain in effect until June 30, 2017. At the end of June 30, 2017, either party may terminate this Agreement providing such termination is transmitted through the Certified U.S. Mail to the responsible signatories to this Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

ARTICLE 33:
Renewal

Section 1. Should neither party to this agreement send a notice of termination as described in Article 27 the terms of this agreement shall continue until a successor collective bargaining agreement is negotiated by the parties.

ARTICLE 34:
Duration

This agreement shall be effective from the period beginning July 1, 2014 and ending June 30, 2017.

IN WITNESS WHEREOF, the Employer, in the name of the Selectmen of the Town of Ayer has caused this Agreement to be executed and the Union has executed this Agreement in its name and behalf and in the name and behalf of the employees represented by the Union by the officers duly authorized to do so by Local 1703, State, County and Municipal Employees, AFL-CIO.

FOR THE EMPLOYER
AYER BOARD OF SELECTMEN

Christopher Hillman
Christopher Hillman, Chairman

Janice Livingston
Janice Livingston Vice-Chairman

Gary Luca
Gary Luca, Clerk

Sept. 15, 2014
DATE

FOR THE UNION

Karin Dynice-Swanfeldt
Karin Dynice-Swanfeldt, President

Kevin Liddy
Kevin Liddy, Sr. MART Van Coord.

Nadine Kennedy
Nadine Kennedy, AFSCME 93

Sept. 15, 2014
DATE

APPENDIX A TOWN OF AYER ALCOHOL AND DRUG POLICY

I. GENERAL

PART I applies to all employees of the Town of Ayer, including those employees also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991 (see Part n, below).

The Town of Ayer has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Ayer has established this policy regarding drug and alcohol use or abuse. The goal is to establish and maintain a work environment that is free from alcohol and drug use.

Employees of the Town of Ayer are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion.

While the Town of Ayer has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in condition to perform their duties. The Town recognizes that employee involvement with drugs and alcohol can have an impact on the work place and on the Town's ability to provide an alcohol and drug-free environment.

Therefore, the following conduct is prohibited:

1. The illegal manufacture, distribution, use, sale or possession of a narcotic or a controlled substance while on the job or on property leased or owned by the Town, or reporting for work under the influence of a narcotic or controlled substance. Such conduct may be proper cause for disciplinary action up to and including termination of employment. Any illegal substances confiscated will be turned over to the appropriate law enforcement agency.
2. The possession or consumption of alcohol or narcotics, drugs or controlled substances, while on the job or on property leased or owned by the Town, or reporting for work under the influence of alcohol. Such conduct may be proper cause for disciplinary action up to and including termination of employment.

These prohibitions also apply to all breaks, without limitation.

Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment to a licensed physician. Other drugs may also be illegal, depending on current laws in effect at the time.

Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance.

All employees will be provided information regarding available drug counseling, rehabilitation and/or employee assistance programs for substance abuse. In addition, employees found in violation of this policy may also be required to participate in a drug or alcohol assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Questions about Part I of the Town's Alcohol and Drug Policy should be referred to the Town Administrator.

APPENDIX B



TOWN OF AYER

Electronic Communication Policy

Adopted by the Ayer Board of Selectmen on February 21, 2012

The Town of Ayer ("the Town") owns and maintains the following forms of electronic communication: internal and external electronic mail (email), voice mail, Intranet and Internet access ("Systems"). These Systems exist in order to further the Town's interests and support its operation and mission.

Some limited, non-business use is acceptable provided that the non-business use does not interfere with the Town's business needs or operation and does not violate state or federal law or any aspect of this policy.

All electronic communication systems are the property of the Town. All passwords, messages, attachments composed, sent, or received are the Town's property. Users should not consider any message or retained files to be private.

I. Legal Liability

This policy is in place to minimize the risk of legal liability to users and to the Town that might result from the use of our electronic communication and Systems.

Electronic mail is made available as a business communication tool and Town employees are obliged to use this tool in a responsible, effective and lawful manner. Although email might appear to be less formal than other written communication, it is subject to the same laws that apply to other forms of communication, such as those against defamation or those protecting intellectual or personal property rights. The Town's existing policies prohibiting sexual and other forms of harassment apply equally to the use of Town and other system components.

- If you should create or transmit any message or material with libelous, defamatory, harassing, offensive, racist or obscene content, you may incur personal liability for civil damages and/or be criminally prosecuted.
- If you violate client confidentiality by sharing or forwarding confidential information, other than on a need to know basis, and in accord with Town policy, you and/or the Town may be held liable for damages.

The use of Town or other Systems components in disregard or violation of the Electronic Communication Policy will result in personal liability to the user, and the Town will disassociate itself from the user as far as possible within the law.

II. Systems Monitoring

The Town has the right to, and will, monitor any and all employee, and/or town hall personnel electronic communications and usage on Town of Ayer computer equipment. Employees and town personnel must have no expectation of privacy in anything they create, store, send or receive on the Town's computer Systems.

Your electronic communications can be monitored without prior notification if the Town deems this necessary, in its sole discretion. All incoming and outgoing voice and messages and attachments are subject to access, review and disclosure in the ordinary course of administering the Systems, including communications that are password protected. Similarly, Internet web sites visited, private email systems and online email accounts (ie – yahoo mail, hotmail, etc.) and files downloaded will be evident to those employees responsible for administering that system. Additionally, the Town uses automated monitoring tools to continuously detect, block and/or quarantine files that may violate our policies or threaten the integrity of our Systems.

Employees responsible for administering the Systems are required to report any abuses of the Systems to the Town's administrators and managers. Indeed, certain illegal and unethical uses of the Town's Systems are required by law to be reported to the proper state authorities and law enforcement.

Violations of any part of the Electronic Communications Policy may result in disciplinary action, which, depending upon their severity or frequency may range from warning, suspension of privileges to possible discharge from employment with the Town of Ayer.

E-Mail created or received by an employee of a government unit may be a public record and offices must make email records available for public inspection. E-Mail messages are subject to public access through the Public Records Law. G.L. c. 66 § 10. A determination as to whether an email message is exempt from disclosure depends upon the content of the message. G. L. c. 4, § 7(26)(a-m)

All Town Employees and Special Town Employees (i.e. appointed and elected board/commission/committee members; volunteers; etc.) are required to use an official Town issued E-mail (in the form @ayer.ma.us) for all Town-related business. Using your personal E-Mail to conduct Town business puts your personal systems at risk for subpoena or discovery.

III. Activities Expressly Prohibited

The Town expressly prohibits the use of its Systems to:

- Commit a crime or violate any law, regulation or Town policy.
- Create, transmit, display or retain messages or materials that could reasonably be considered offensive, abusive, threatening, intimidating, hostile or harassing. Sending unwanted and/or offensive messages may constitute harassment if they are persistent enough to create an intimidating or hostile environment. Examples of such messages or materials include, but are not limited to:
 - Those with sexual content or requesting sexual favors.
 - Web sites containing: sexually explicit images or cartoons; racial or ethnic slurs; and/or comments that inappropriately concern any person's age, race, gender, sexual orientation, religion, national origin, ancestry or disability. For further explanation and examples, please refer to the Town's Sexual Harassment Policy and Harassment Policy (additional copies attached hereto).
- Use of the Systems to make an unauthorized attempt to enter into another employee's computer, or the computer of any third party (commonly referred to as "hacking"). Such an action is a violation of the Federal Electronic Communications Privacy Act (ECPA) 18 U.S.C. § 2510.
- No employee shall send email under another employee's name without authorization and no employee shall change any portion of a previously sent email message without authorization.
- Employees are prohibited from storing information as outlined below on personal storage devices (PSD) such as portable hard drives, USB flash drives, phones, cameras or any other

PSD's unless authorized. Any such devices that contain personal information about employees, residents, vendors, businesses, or others must be pre-approved and encrypted to avoid unauthorized access to personal data. All staff members are obligated to follow the basic steps required to ensure safety of laptops, portable hard drives and other PSD's.

- Do not leave portable devices unattended
 - Lock screen when PC powered on but not in use
 - Portable devices need to be password protected
 - Critical data needs to be Encrypted
 - Portable devices need to be secured when not in use
- Engage in computer games or gambling activity.
- Create or transmit "chain letters," or otherwise engage in "spam."
- Knowingly download or distribute pirated software or data.
- Conduct private or personal business, including any manner of non-Town related solicitation, whether commercial ventures, political, religious or other personal causes by any employee.
- Maliciously use or disrupt the Town's computers, networks, Internet services; or breach the Systems' security features; or misuse or damage the Town's computer equipment.
- Misuse computer passwords or accounts; or attempt to access unauthorized sites. Use of the Town's computers, networks and Internet services after such access has been denied or revoked; nor shall employees attempt to delete, erase or otherwise conceal any information stored on a Town's Systems that violates this Policy.
- Load, or download any software applications including (ie - themes, games, clocks, and weather), icons or screen savers of any kind to any computer unless previously authorized. Use of "instant messaging" functions, such as AOL Instant Messaging ("AIM"), MSN Messenger, Yahoo! Messenger, and the like are prohibited.
- Download or install Cellular phone software or comparable software without authorization and without coordinating with the IT Administrator for assistance to ensure appropriate security measures are in place.
- Allow any former employee, unauthorized persons, former elected persons to access the Town's Systems, and transmit or share in any form any Town materials or confidential materials to former employees, unauthorized persons, former elected persons without the express permission of town administrators.
- Violate copyright law and license agreements regarding software or publications accessed or downloaded from the Internet. The Town does not condone and will not defend violations of copyright laws and licenses.
- Open any attachments unless they are reasonably sure that the content is safe.
- Use any unauthorized computer (such as a home computer) to remotely access Town Systems.
- Engage in any activity that subjects the Systems to unwarranted exposure to viruses, worms or other potential damage.
- Attaching computers or other computer hardware that is not owned by the Town to the Town's Systems or Network.
- Employees are prohibited from sharing passwords and will be held accountable for all usage of the Systems under their passwords. No employee is to keep an unsecured written record of his or her passwords. If it proves necessary to keep a record of a password, then it must be kept in a locked controlled access area.
- Network and email passwords must be changed every 90 days. Passwords must be at least 8 characters in length and contain at least one UPPERCASE character, one lowercase character and one number.

Deleting an electronic mail message or other information does not necessarily mean the message cannot be retrieved from the Town's Systems. The Town routinely backs up system information and retains backup

copies of all documents, including electronic mail messages produced and received on the Town's computer system. Electronic mail, once transmitted, can be printed, forwarded, and disclosed by the receiving party without the consent of the sender. Information within the Systems, including that stored in backup files, may be subject to disclosure in response to litigation discovery.

IV. Professionalism and Etiquette in Electronic Communications

Electronic mail should display care and professionalism, therefore, please adhere to the following practices:

- Write well-structured emails.
- Label every message with a short, descriptive subject, distinctive from other similar messages.
- Always use the spell check function before you send an email, in addition to visually scanning each message to detect errors not identified by spell check.
- Send only emails the content of which could be displayed on a public notice board. If they cannot be displayed publicly in their current state, consider rephrasing the email, marking the as confidential or using other means of communication.
- Mark an email as important only if it is justified.
- Do not indiscriminately copy all who may be on the sender's copy list when responding.
- Writing email in all Caps is considered Shouting

V. Questions

If you have any questions or comments about this Electronic Communications Policy, please contact the IT Systems Administrator or the Town Administrator. If you do not have any questions, the Town presumes that you understand and are aware of the rules and guidelines in the Electronic Communication Policy and will adhere to them.

Town of Ayer
Electronic Communication Policy

Declaration

I have read, understand and acknowledge receipt of the Electronic Communications Policy. I will comply with the guidelines set out in this policy and understand that failure to do so might result in disciplinary or legal action.

Employee Signature

Date

Printed Name

APPENDIX D

Wage Matrix

Position	Basis	FY2015	FY2016	FY2017	Notes
Animal Control Officer	weekly	\$220.75	\$225.17	\$229.67	
Assistant Accountant	hourly	\$22.24	\$22.68	\$23.13	
Assistant Tax Collector	hourly	\$21.09	\$21.51	\$21.94	
Assistant Town Clerk	hourly	\$20.61	\$21.02	\$21.44	
Building Inspector	weekly	\$575.66	\$587.17	\$598.91	1
CDBG Financial Manager	weekly	\$1,064.96	\$1,086.26	\$1,107.99	2
CDBG Grants Administrator	weekly				3
Conservation Administrator	hourly	\$23.72	\$24.19	\$24.67	
Custodian	hourly	\$16.10	\$16.42	\$16.75	
Dept. Asst. (Sec'y) Board of Health	hourly	\$18.43	\$18.80	\$19.18	
Dept. Asst. - Acct/Treas/EcDev	hourly	\$19.72	\$20.11	\$20.51	
Dept. Asst. - Board of Assessors	hourly	\$21.09	\$21.51	\$21.94	
Director of Council on Aging	weekly	\$1,113.13	\$1,135.39	\$1,158.10	4
Maintenance Technician	hourly				5
MART Van Coordinator (COA)	hourly	\$15.72	\$16.03	\$16.35	
Nutrition Coordinator (COA)	hourly	\$16.48	\$16.81	\$17.15	
Outreach Coordinator (COA)	hourly	\$19.28	\$19.67	\$20.06	
Planning Board Office Manager	hourly	\$21.75	\$22.19	\$22.63	6
Dept. Asst. - DPW	hourly	\$20.17	\$20.57	\$20.98	
Notes					
1 - Assumes 16-hr.week					
2 - Assumes 40-hr/wk subject to grant funding					
3 - Assumes 40-hr/wk subject to grant funding (position vacant)					
4 - Assumes 40-hr/week					
5 – Position Vacant					
6- Position Vacant					

Wages subject to change with appropriate increases.