### MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF AYER AND THE AYER TOWN HALL CLERICAL UNION AFSCME 93

#### April 18, 2017

Now comes the Town of Ayer, ("TOWN") and the Ayer Town Hall Clerical Union AFSCME 93 ("UNION) and for good and valuable consideration agrees as follows:

WHEREAS, the Town and the Union have been negotiating for a successor contract to the collective bargaining agreement; and

WHEREAS, the Town and Union, subject to ratification by the Ayer Board of Selectmen and the Union have come to terms relative to a new agreement between the Parties; and

WHEREAS, the Parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement;

NOW, THEREFORE, the Town and the Union agree as follows:

- 1. The existing Agreement shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated with the successor agreement. The Collective Bargaining Agreement represents the entire Agreement between the Parties.
- 2. The existing Agreement is amended as follows:
  - a. Term of Agreement:

July 1, 2017 to June 30, 2020

b. Wages: 2% increase on July 1, 2017

(see attached)

2% increase on July 1, 2018

2% increase on July 1, 2019

- c. Amend the Preamble by striking last sentence.
- d. Amend Article 1 "Recognition":
  - Section 1 be amended by striking the current text and replacing with the following: "The Employer recognizes the Union as the sole and exclusive bargaining agent for the positions listed in Appendix D"

- Section 4 be amended by striking the following positions from the paragraph: "Building Inspector", "Grants Administrator" and "Director of Council on Aging"
- To remove the position of Director of Council on Aging from the union effective July 1, 2017 pending a mutually acceptable contract between current position holder and Town.
   If the Town and current position holder cannot reach an agreement, then the position of COA Director will be taken out of the Union when the current incumbent separates from service
- e. Amend Article 3 "Employer's Management Rights" by adding the following to the second to last line of the paragraph, after the words "Council on Aging": "Department of Public Works"
- f. Amend Article 4 "No Discrimination" by striking the current wording and replacing it with: "The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, disability, religion, color, sex, national origin, ancestry, age, genetic information, marital status, military service, gender identity and sexual orientation"
- g. Amend Article 7 "Union Dues and Agency Fees":
  - Section 1 be amended by striking the second word "may" and replacing it with "must" and
    by striking "by the 10<sup>th</sup> day of the succeeding month" and replacing it with "following each
    biweekly payroll"
  - By adding the following section: Section 3 "The notification to the union membership of changes in dues or fees is the sole responsibility of the union."
- h. Amend Article 9 "Discipline and Discharge"
  - By amending Section 2 by striking "three" in line 7 and replacing with "ten"
  - By adding a new Section 3 stating "Bargaining unit members that report to Boards/Commissions/Committee (Administrative Coordinator, Board of Health Assistant, Conservation Agent) shall be under the day-to-day supervision of the Town Administrator
  - By adding a new Section 4 named "Just Cause":

Disciplinary action may be initiated for failure of an employee to fulfill his/her responsibilities as an employee, including, without limitation, any standards set forth in this agreement and in relevant Town of Ayer policies. Failure to comply with Town policies, rules and regulations may result in disciplinary action. Actions which are to be considered sufficient cause for disciplinary action shall include, but are not intended to be limited to, the following:

Incompetence or continuing inefficiency in performing assigned duties; Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a proper supervisor; Habitual tardiness or absence from duty; Falsification of time sheets or any official document or record; Use or possession of illegal narcotics or alcohol while on duty; Inahility to carry out essential functions of the position as a result of use or the possession of illegal drugs or alcohol; Theft, misuse or unauthorized use

of town property; Fraud in securing appointment; Intended or actual disclosure of confidential information; Abuse of sick leave/absence without leave; Violation of safety rules, practices and policies; Engaging in sexual or other harassment or discrimination; Acceptance of gratuities; Verbal or physical assault or abuse; Conviction of a felony; Inappropriate political activity while on duty

By adding a new Section 5 named "Progressive Discipline":

The parties agree that corrective and disciplinary action, when imposed, shall be implemented in progressive stages. Progressive disciplinary actions may include, but are not intended to be limited to: Oral reprimand (with written notice of oral reprimand in the employee's personnel file), written reprimand, suspension without pay, discharge. Nothing in this article shall prevent the Town from issuing more serious disciplinary action up to and including discharge for an employees' first offense if such serious disciplinary action is warranted.

- i. Amend Article 10 "Grievance and Arbitration" by striking "3" in the third line and replacing it with "10"
- j. Amend Article 12 "Overtime" by relocating section 3 to Article 16 "Holidays" as new Section 4.
- k. Amend Article 13 "Job Posting and Bidding"
  - By striking the following in Section 3: "The Town reserves the right to fill all vacancies in its sole discretion"
- I. Amend Article 15 "Breaks and Mcal Periods" by striking the word "unpaid" and replacing with "paid".
- m. Amend Article 17 "Longevity" by striking the article and replacing it with Appendix E. (see attached)
- n. Amend Article 19 "Sick Leave" by striking the current text and replacing it with the following:
  - Section 1 All regular full-time employees working 40 hours per week shall earn ten (10) hours per month sick leave. Sick leave accruals will be earned on the last day of each month.
  - Section 2 Employees working a regular work schedule of 20 to 39 hours per week will
    carn sick leave on a pro-rata basis. Sick leave accruals will be earned on the last day of each
    month.
  - Section 3 Sick Leave shall be considered as a privilege which may be used only in the case of actual illness or disability; sick leave may be used for personal illness, family illness, disabling non-work related accidents, prescribed medical examinations, appointments and absences as deemed justifiable by the department supervisor. Sick leave shall be taken in

half-hour increments. Employees shall be compensated for accrued but unused sick leave upon retirement from their employment in the Town of Ayer as follows:

Employees with 10+ years of continuous employment shall be compensated up to \$2,500 for their remaining sick leave time.

Employees with 20+ years of continuous employment shall be compensated up to \$5,000 for their remaining sick leave time.

- 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 Sick leave time may accrue up to a maximum of 2,080 hours.
- Deleting Section 6 Sick Leave Bank will now be Appendix C in the contract (see attached)
- o. Amend Article 23 "Leaves of Absences" by striking the word "on" after the word "unless" in the 4th line and replacing with "an".
- p. Amend Article 25:
  - By adding the name "Labor Management Relations"
  - By deleting Section B "Safety Code Committee"
- q. Amend Article 28 "Miscellaneous Provisions" by adding the following sections:
  - Section 6 "All current and future employees covered under this Agreement are required to have direct deposit for all pay. Payday is Thursday in accordance with the Town's biweekly payroll schedule"
  - Section 7 Change the biweekly pay period from Sunday to Saturday (14 days) to Thursday to Wednesday (14 days)
- r. Amend Article 29 by deleting Section 1 and replacing with the following: "Upon submission of a receipt, the Town of Ayer will compensate union members for pre-approved job related expenses"
- s. Amend contract by adding Appendix F "Procedures for Weather Related Closings" (see attached)
- t. To renumber Articles, change dates and add a table of contents as deemed necessary
- u. Both parties mutually agree to the terms of the side letter MOΛ dated April 11, 2017 relative to the evaluation of job descriptions and the creation of a pay grid with steps to be completed by February 1, 2018. (see attached)
- v. The Town of Ayer will add a Dependent Care to the Flexible Spending Account (FSA).

- w. Part time employees in this bargaining unit who work less than 20 hours per week will receive 8 (eight) hours of personal time per fiscal year that can be taken in 1 hour increments which cannot be carried over.
- 3. The terms of this Memorandum of Agreement are subject to Ratification of the Union and the Ayer Board of Selectmen.
- 4. The funding for this Memorandum of Agreement and its Collective Bargaining Agreement are subject to Appropriation by the Ayer Town Meeting.

The Parties mutually agree to the terms of this Memorandum of Agreement on April 11, 2017.

For the Town:

Robert A. Pontbriand Town Administrator

Carly M. Antonellis

Assistant to the Fown Administrator

Kevin A. Johnston

Benefits/Payroll Manager

For the Union:

Karin Swanfeldt

President

Nadine Kennedy

AFSCME 93 Representative

Michael Murphy

COA

Brian Colleran

Conservation Agent

#### Appendix D - Position and Wage Matrix

Position	Basis	Appointing Authority	FY 2018	FY 2019	FY 2020	Notes
Animal Control Officer	Weekly	Board of Selectmen	\$234.26	\$238.95	\$243.73	
Assistant Accountant	Hourly	Board of Selectmen	\$23.59	\$24.06	\$24.54	
Assistant Tax Collector	Hourly	Board of Selectmen	\$22.38	\$22.83	\$23.29	
Assistant Town Clerk	Hourly	Board of Selectmen	\$21.87	\$22.31	\$22.76	1
CDBG Program Manager	Hourly	Board of Selectmen	\$28.25	\$28.82	\$29.40	2,5
Dept. Assistant – Economic Development	Hourly	Board of Selectmen	\$20.92	\$21.34	\$21.77	3,5
Conservation Administrator	Hourly	Board of Selectmen	\$25.16	\$25.66	\$26.17	
Custodian	Hourly	Board of Selectmen	\$17.09	\$17.43	\$17.78	
Dept. Assistant – Board of Health	Hourly	Board of Health	\$19.56	\$19.95	\$20.35	
Dept. Assistant – Accountant, Treasurer, Economic Development	Hourly	Board of Selectmen	\$20.92	\$21.34	\$21.77	
Dept. Assistant – Board of Assessors	Hourly	Board of Assessors	\$22.38	\$22.83	\$23.29	
Maintenance Technician	Hourly					4
MART Van Coordinator (COA)	Hourly	Council of Aging Board of Directors	\$16.68	\$17.01	\$17.35	
Nutrition Coordinator (COA)	Hourly	Council of Aging Board of Directors	\$17.49	\$17.84	\$18.20	
Outreach Coordinator (COA)	Hourly	Council of Aging Board of Directors	\$20.46	\$20.87	\$21.29	
Administrative Coordinator	Hourly	Board of Selectmen	\$19.77	\$20.17	\$20.57	
Dept. Assistant – DPW	Hourly	Board of Selectmen	\$21.40	\$21.83	\$22.27	
Notes		<i>0</i> - 1 - 1 - 1				
1	Position receives \$1,000 stipend for Voter Registration per MOA 10-23-14					
2	24 hours per week (up to 32 hours per week depending on available grant funding)					
3	8 hours per week	070				
4	Position Vacant				-	
5	Position Held by same person					

# Appendix E Town of Ayer Longevity Pay Schedule AFSCME Town Hall/Clerical Union

	Longevity		Longevity	
Continuous	Payment		Payment	
Yrs of Service	<u>Increment</u>		<u>Amount</u>	
After 5 years	\$	300	\$	300
6	\$	50	\$	350
7	\$	50	\$	400
8	\$	50	\$	450
9	\$	50	\$	500
10	\$	50	\$	550
11	\$	50	\$	600
12	\$	50	\$	650
13	\$	50	\$	700
14	\$	50	\$	750
15	\$	50	\$	800
16	\$	50	\$	850
17	\$	50	\$	900
18	\$	50	\$	950
19	\$ \$	50	\$	1,000
20	\$	50	\$	1,050
21	\$	50	\$	1,100
<b>2</b> 2	\$	50	\$	1,150
23	\$	50	\$	1,200
24	\$	50	\$	1,250
25	\$	50	\$	1,300

#### **Appendix C- Voluntary Sick Leave Bank**

- 1. The purpose of the Bank is to provide extended sick leave coverage to any permanent, regular employee working 20 to 40 hours per week who has exhausted all leave benefits (Sick, Vacation, Personal) 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 illness or disability as defined by the Family and Medical Leave Act.
- 2. To be eligible to participate in the Bank, an employee must have completed one (1) year of employment and must contribute one regularly scheduled work day of their accumulated sick leave to the Bank by July 15 or each year. The maximum single contribution to the Bank by any individual employee is 40 hours. Contributions to the Bank will be made using the Sick Leave Bank Contribution Form.
- 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 distribution of sick time from the Bank shall be directed to the Committee. The Committee may approve a distribution in an amount up to 20 regularly scheduled work days (4 work weeks). Subsequent requests for distribution from the Bank for the same illness or disability will require an additional request. The maximum distribution for any single illness or disability shall not exceed 60 regularly scheduled work days (12 work weeks). A request for a distribution from the Bank will be made using the Sick Leave Bank Distribution Form and any appropriate medical documentation; subsequent requests will require an additional Distribution Form and current medical documentation.
- 5. The Committee shall consider the following criteria when considering any Distribution from the Bank:
  - a. Adequate medical evidence
  - b. Prior utilization of sick leave and/or the bank
  - c. Reasons for and propriety of prior use of sick leave
  - d. The applicant's intent to return to service
- 6. To be eligible for Bank benefits in subsequent years, the member must return to work for a period of time at least equal to the period for which the member received a Distribution from the Bank. 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.



# Town of Ayer AFSCME Town Hall/Clerical Union Sick Leave Bank Contribution Form

Name:	Position:			
Full Time ( ) or Part Time ( )	Hours per week:			
Number of Hours to be contributed to the	own Hall/Clerical Union Sick Bank:			
The above named member of the Town of sick leave hours listed above to the Ayer T	Ayer Town Hall/Clerical Union agrees to contribute the number own Hall/Clerical Union Sick Bank.			
Employee Signature:				
Signed:				
Town Hall/Clerical Union President:	Date:			
Town Hall/Clerical Union Representative:	Date:			
Town Hall/Clerical Union Representative:	Date:			
Town of Ayer Representative:	Date:			
Town of Ayer Representative:	Date:			



## Town of Ayer Town Hall/Clerical Union Sick Leave Bank

#### Distribution Form

Date:	
Name:	Position:
Full Time ( ) or Part Time ( )	Hours per week:
Number of Hours to be distributed from	the Town Hall/Clerical Union Sick Bank:
	Ayer Town Hall/Clerical Union agrees to the distribution and receip ove from the Ayer Town Hall/Clerical Union Sick Bank.
Signature:	
Signed:	
Town Hall/Clerical Union President:	Date:
Town Hall/Clerical Union Representative:	Date:
Town Hall/Clerical Union Representative:	Date:
Town of Ayer Representative:	Date:
Town of Aver Representative:	Date:

#### Appendix F - Procedures for Weather Related Closings

The following will serve as the policy regarding how the closing of Town Hall will be determined during a winter storm for all employees who work in Town Hall.

- The Town Administrator will determine if storm conditions warrant a delay or closure of Town Hall.
- In the event of an official declared "State of Emergency" or declaration is made that non-essential state personnel remain home by the Governor (and/or similar Federal Declaration) the Town Hall will be closed.
- Town Hall Employees are required to obtain info regarding delays or closure of Town Hall by calling my number (978) 772-8210 after 7:00 AM. At which time you will hear a message from me indicating whether storm conditions warrant a delay or closure of Town Hall. Every effort will also be made to post any closures and/or delays on the Town's website and social media.
- In instances of delays or closures of Town Hall, all public safety employees (DPW, Fire, and Police) are still required to report to their respective positions and should contact their respective Chief or DPW Superintendent with any questions. The Council on Aging and the Library will close when the Ayer Shirley Regional School District is closed due to snow emergency.
- A closure or delayed opening (the duration of the delay) of Town Hall by the Town Administrator
  shall be documented as an "Administrative Absence" which is not charged against the employees.
  Employees who choose to come into work regardless of the declared closure or delay do so at their
  own choosing and will not be awarded compensated time or other leave time.
- In instances where employees do not report to work when Town Hall is open or after a delay; said employees will have such time count against their accrued vacation and/or personal leave time.
- If employees have a scheduled vacation or personal day which occurs on a storm day in which a
  closure or delay is declared by the Town Administrator, they will still be charged the appropriate time
  (vacation or personal) as the employee was not going to have to report to Town Hall due to a
  planned vacation and/or personal day.
- If a Town Hall closure or delay is called on a day in which an employee is <u>not</u> normally scheduled to work than that employee will <u>not</u> be credited "Administrative Absence" time.

#### MEMORANDUM OF AGREEMENT BETWEEN THE TOWN OF AYER AND THE AYER TOWN HALL/CLERICAL UNION, AFSCME 93

#### Evaluation of Job Descriptions and Creation of Pay Grid with Steps April 11, 2017

WHEREAS, the Ayer Town Hall/Clerical Union and the Town have agreed upon the process of updating and evaluating job descriptions to create a Ayer Town Hall/Clerical Union Pay Grid with Steps; and

WHEREAS, the following process will be followed:

- Each member of the unit shall reformat their job descriptions in the following manner - Title, Position Purpose, Supervision, Job Environment, Essential Functions, Recommended Minimum Qualifications (Education; Training and Experiences; Special Requirements; Knowledge, Ability, Skill; and Physical Requirements) SEE ATTACHED SAMPLE
- Unit member submits reformatted job description to their Department Head for review/approval
- Unit member submits to the Union for review/approval
- Union submits to Town for review/approval
- Both sides will meet to discuss changes/amendments
- The Town will then hire a qualified vendor, at their discretion and cost, to grade/evaluate the mutually agreed upon job descriptions. Qualified vendor will also create a pay grid with steps
- Completion of job description evaluations and creation of pay grid with steps to be completed by February 1, 2018

WHEREAS, the following stipulations shall be adhered to:

- No employee will lose salary from the outcome of the study
- All current employees with 10 (ten) or more years of service in current Grade M will be considered "stepped out" in the new grid

NOW, THEREFORE, the Town and Union by virtue of this Memorandum of Agreement have authorized the process of evaluating all Town Hall/Clerical Union job descriptions and creating a pay grid with steps.

Dated this 11th Day of April, 2017

Robert A. Pontbriand Town Administrator

FOR THE UNION

Karin Swanfeldt, President

Clerical Union/AFSCME 93

Ulrilly

Town of Ayer
Town Hall Clerical Union/AFSCME 93



### Job Description Review Process Per April 11, 2017 MOA

EMPLOYEE INFORMATION	
Employee Name:	
Title:	
Department:	
Department Head:	
Employment Start Date:	
Number of Years in Current Position:	

CHECKLIST	DATE COMPLETED
Employee reformats job description using sample template provided by the Town	
Employee submits job description to Department . Head Approval	
Employee submits job description to Union for Approval	
Union submits to the Town for Approval	

#### ADMINISTRATIVE ASSISTANT - FIRE DEPARTMENT

#### **Position Purpose:**

The purpose of this position is to perform responsible administrative and clerical work of substantial difficulty and responsibility in supporting the operations of the Fire Department; performs all other related work as required.

#### Supervision:

Supervision Scope: Performs varied and responsible duties requiring a thorough working knowledge of departmental operations and the exercise of judgment and initiative to perform duties, complete assigned tasks, and analyze the facts or circumstances surrounding individual problems.

Supervision Received: Work is performed under the general direction of the Fire Chief/Emergency Management Director.

Supervision Given: None.

#### Job Environment:

Work is performed under typical office and fire department conditions; the environment is moderately noisy and may contain odors.

Operates an automobile/light truck, computer, printers, facsimile machine, copier, calculator, typewriter, and other standard office equipment.

Makes frequent contact with the general public, other town departments, vendors, and attorneys; contacts with the public require a high level of courtesy and patience. Contacts are in person and by telephone and involve an information exchange dialogue.

Has access to a wide range of department-related confidential information such as personnel records, bid proposals, negotiating positions, personal information about citizens, and investigative reports, requiring the application of appropriate judgment, discretion and professional protocols.

Errors could result in delay, reduced levels of service, poor public relations, and have financial and/or legal repercussions.

#### **Essential Functions:**

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Assists the public by providing information regarding department operations, procedures, forms, permits, licenses, applications, or other department information. Collects fees when necessary. Schedules other department personnel for services.

Performs general secretarial duties for the Chief including typing/composing correspondence, taking notes, proof reading, forwarding calls/taking messages, and scheduling appointments for the Chief. Receives and distributes mail; mails out all department correspondence.

Processes payroll for staff by verifying, recording, submitting forms, calculating, and data entry. Maintains personnel records.

Processes ambulance billing and forward packet to billing company.

Performs accounts payable duties. Collects invoices, checks against packing slips. Enters data into IMC and Munis programs. Sorts and copies invoices, prepares payables warrants. Prepares purchase orders. Maintains department budget records, tracking each line item including expense, payroll and special revenue. Monitors all other related budgets including Emergency Management, SAFE, Grants, Clothing allowances.

Maintains inspection schedule including pre-plan, smoke detector/CO, oil burner installation and any other inspections as needed.

Updates and prepares annual town reports. Gathers all pertinent information for the preceding year including departmental activities, personnel changes, special training, statistics and puts them into report form.

Tracks and records all budgetary accounts for the department; verifies invoices and statements; prepares accounts payable for submission into the municipal accounting system; tracks and prepares reports for accounts receivable; maintains computerized records of all department financial accounts for the purpose of reporting to the Chief on a weekly basis.

Orders and maintains inventory of office supplies; works on special projects.

Tracks and makes entries in databases, permit logs, and department records as may be requested by the Chief.

Provides clerical assistance to department committees or work groups as assigned by the Chief.

Relays instructions and directives to personnel verbally or in writing as directed by the Chief.

May occasionally transport staff and equipment/objects to and from fire/emergency scenes when necessary.

Maintains and prepares annual municipal fire alarm box billing including updating property owners information, collects fees, prepares turnover.

Administrative Assistant - Fire FLSA-Non-Exempt Adopted by Ayer Personnel Board - August 2015 Page 2 of 3 Works with others in the fire department writing local, state, and federal grant proposals for fire and emergency management. Maintains all periodic reports, budgets, deposits and all related records. Ensures that deadlines are met.

Monitors and tracks the emergency Management Director budget; performs all associated record keeping and accounting tasks.

Performs similar or related work as required.

#### **Recommended Minimum Qualifications:**

Education, Training and Experience:

Associates Degree in business, including or supplemented by courses in secretarial skills, accounting or related field; three years progressively responsible experience in secretarial, bookkeeping or administrative work; or any equivalent combination of education and experience. Experience with Microsoft Office products. Ability to work with computer aided dispatch systems and fire alarm systems.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of office practices and procedures. Working knowledge of bookkeeping and financial record keeping.

Ability: Ability to maintain detailed records and to prepare reports from same. Ability to work effectively under time constraints to meet deadlines. Ability to operate various types of office equipment including a computer and typewriter. Ability to utilize a wide variety of computer software applications including word processing, spreadsheets, and databases. Ability to maintain highly confidential information.

Skills: Excellent customer service skills. Skill in maintaining the confidentiality of department records. Expertise and skill in utilizing personal computers, popular word processing, database, presentation, and spreadsheet applications.

#### Physical Requirements:

(The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.) Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods at a keyboard or workstation. Some tasks require the ability to communicate information to the public.

(This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.)

Administrative Assistant - Fire FLSA-Non-Exempt Adopted by Ayer Personnel Board - August 2015 Page 3 of 3