

**CONTRACT**  
**BETWEEN THE**  
**TOWN OF SEEKONK, MASSACHUSETTS**

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**AND THE**

**UNITED STEELWORKERS**

**AFL-CIO, CLC**  
**On behalf of its Local 16031, Clerical Unit**

**AGREEMENT OF:**

**JULY 1, 2008 through JUNE 30, 2011**

**I. AGREEMENT CLAUSE**

This Agreement is made under Chapter 150E of the Massachusetts General Laws by and between the Town of Seekonk (the "Town") and the United Steelworkers, AFL-CIO, CLC, on behalf of Local Union 16031, the bargaining unit known as the Clerical Unit (the "Union"). The Agreement sets forth the compensation, hours of work and other conditions of employment for those employees covered by it.

**II. RECOGNITION CLAUSE**

The Town recognizes the Union as the exclusive representative for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all employees in the service of the Town as described in MCR-4636, "Clerical Unit" certification dated November 14, 1997:

All full-time and regular part-time clerical employees of the Town of Seekonk, including office coordinators, senior clerk technical specialist, jr. clerks, clerks, special clerks, senior clerks, secretaries, senior secretaries, Human Services outreach case workers, bus driver, Town Accountant technical specialist and excluding temporary receptionists, tree warden, inspector of plumbing and gas, sealer of weights and measurers, substitute assistant animal control officer, recycling coordinator, conservation agent, recreation director, assistant recreation director, veterans agent, substitute secretary and substitute bus driver and all confidential, managerial, casual and other employees.

The Town will advise all new employees whose positions are covered in the Recognition Clause at the time of employment that the Union is their bargaining representative and will notify the Union Unit Chair at the end of each quarter of the name and address and classification of each such employee. The parties recognize the right of any employee to choose whether or not to become a member of the Union.

Recall rights: In the event the Town of Seekonk eliminates a position, and then later decides to re-instate it within two (2) years, the Town of Seekonk must first offer the position to the displaced former Union member who held it, if that person has made known their desire to be re-instated and has provided the Town of Seekonk with an address at which they can be reached. Notification shall be by registered letter.

**III. MANAGEMENT RIGHTS**

Unless clearly and specifically relinquished, abridged, or limited by this Agreement, the Town, acting through its Board of Selectmen, Town Administrator, Department Heads or other appropriate officials as may be authorized or designated to act on its behalf, retains all the rights and prerogatives of municipal management established either by law, custom, practice, precedent or other means to manage and control the Town Departments and its employees.

By way of example but not limitation, management retains the following rights:

- To add to or eliminate departments, increase or decrease the number of jobs;
- To determine the mission, budget, and policy of the Department;

- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- To determine the numbers, types and qualifications of positions or employees assigned to the organizational unit, work project, or to any location, task, vehicle, building, station or facility within the Town;
- To determine the methods, means and personnel by which the Department's operations are to be carried out;
- To manage and direct employees of the Department;
- To maintain and improve orderly procedures and the efficiency of operations;
- To hire, promote, assign and transfer employees and determine related policies;
- To determine job duties, including but not limited to combined operations for more than one Town Department;
- To determine when overtime is necessary, to secure that overtime and to assign overtime;
- To temporarily reassign employees for not more than six months to other shifts or other duties;
- To determine the equipment to be used in the performance of duties;
- To establish qualifications for positions;
- To evaluate the work performance of employees;
- To abolish positions and/or layoff employees in the event of lack of work or funds as determined by management;
- To establish work schedules and shift schedules or modify work and shift schedules (with a two (2) week notice to the affected employee except where it is not practical to give such notice) and to establish the number and selection of employees to be assigned; If the notice is less than twenty four (24) hours, an employee will be excused from working the modified schedule in the event of a family emergency that prevents the employee from doing so.
- To schedule all time off, including without limitation vacation time, lunch periods and break periods, provided that the Town will not be unreasonable in making such decisions.
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- To establish and enforce reasonable policies, procedures, rules and regulations for the governance of the Departments and to add to or modify them as it deems appropriate;
- To suspend, demote, discharge, or take other disciplinary action against an employee, to require the truthful cooperation of all employees to the extent allowed by law in the performance of this function, and to determine its internal security practices.
- Management also reserves the right to decide whether, when and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

#### **IV. PROBATIONARY PERIOD**

There shall be a probationary period for all positions covered by this Agreement. To complete the probationary period, an employee must complete six (6) months of continuous, active service (not including time off) in the position. This probationary period may be extended by mutual agreement

between the Town, the employee and the Union. Employees who have already met this requirement prior to the execution of this Agreement will not be required to complete the requirement again. During the probationary period, the employee is not entitled to any benefits or protections under this Agreement, except those required by statute (health insurance, holidays, jury duty and bereavement leave). Following the successful completion of the probationary period, the six (6) month period will be credited as service time in determining the employee's benefits under this Agreement. The Town will notify the unit chair if the employee successfully completes the probationary period.

## **V. GRIEVANCE AND ARBITRATION PROCEDURE**

The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible to insure efficiency and employee morale. No settlement is binding on the Town unless approved by the Town Administrator or the Board of Selectmen.

A grievance shall be defined as a dispute concerning the interpretation or application of any provision of this Agreement. If the grievance involves a municipal board other than the Board of Selectmen, the Town Administrator will insure that the Board is consulted in the grievance process.

Informal Step: Grievances shall be presented verbally by the employee and/or the Union to the Town Administrator or his or her designee within seven (7) working days of when the employee or the Union knew or should have known of the occurrence giving rise to the grievance. The parties will attempt to resolve the grievance.

Step 1. If the grievance is not resolved at the Informal Step, a local Union representative and/or an International Union representative shall present it in writing on an approved form to the Town Administrator or his or her designee within seven (7) working days of its presentation at the Informal Step. The grievance will include a statement of the facts and provision(s) of the Contract alleged to have been violated. The Town Administrator or his or her designee shall meet with the grievant and/or the Union representative within seven (7) working days from the time the grievance is presented to him and shall answer the grievance in writing within seven (7) working days after the meeting.

Step 2. If the Town Administrator does not hear the grievance at Step 1 and the grievance is not resolved at Step 1, the Union shall forward the grievance in writing to the Town Administrator within seven (7) working days of the Step 1 answer. The Town Administrator shall meet with the local Union representative and/or an International Union representative within seven (7) working days of when the grievance is forwarded to him in writing. The Town Administrator shall answer the grievance in writing within seven (7) working days of the meeting. (If the grievance was answered by the Town Administrator in Step 1 and the answer does not resolve the grievance, Step 3 will follow Step 1.)

Step 3. Arbitration: If the grievance is not resolved by the Town Administrator's answer provided at Step 1 or Step 2, whichever is applicable, the Union Grievance Committee shall, within fifteen (15) working days after receiving the answer, with written notice to the Town Administrator, request arbitration at the Board of Conciliation and Arbitration, or the American Arbitration Association pursuant to its rules and regulations. The fees and expense for the arbitrator shall be borne equally by the Town and the Union.

The dispute as stated in the written grievance shall constitute the sole and entire subject matter to be heard by the arbitrator unless the parties agree to modify the scope of the hearing. In making

his/her decisions, the arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

The decision of the arbitrator shall not violate, misinterpret or misapply any state or federal laws or regulations and shall not be arbitrary or capricious.

The arbitrator's decision may be reviewed under G.L. c.150C.

Any decision which requires the payment of monies, which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by Town Meeting, if necessary.

General Provisions: Any of the time limits outlined in this Agreement may be changed at any time by mutual consent of the parties. Failure to follow the provisions of this procedure, including the time lines, will constitute a waiver of the grievance. The Town's failure to follow the time lines means that the Union can move the grievance directly to arbitration.

One grievant and a Union representative shall be excused from their regular duties without loss of pay to participate in the grievance resolution process at all steps.

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## **VI. HOURS OF WORK/PRORATION OF BENEFITS**

Full time employees will be required to work at least thirty three (33) hours and, generally, not more than forty (40) hours in a regular work week. The regular workweek hours will not include an unpaid lunch hour (one half hour for Human Services employees and the Office Coordinator in the Fire Department). The regular work hours of an employee shall be the hours that the Town Hall (as a whole) is open to the public ("regular Town Hall hours") except if the employee's department is regularly open for additional hours. Employees who and positions which have been required prior to July 1, 2000, as part of the regular work week, to work hours outside of regular Town Hall hours (the opening of a department(s) one night a week, for example) may be required to continue doing so. Employees who and positions which have not been required to work hours outside of regular Town Hall hours may be required to do so provided the employee and the union are given at least two (2) weeks advance notice except where it is not practical to do so.

Snow days- when the Pleasant Street School is closed because of snow, Human Services employees covered by this contract will receive regular pay for those days. They will be limited to two (2) days per fiscal year..

Employees working an average of less than twenty (20) hours per week will not be afforded benefits. Benefits will be prorated (based on a thirty three (33) hour work week) for those employees working more than an average of twenty (20) hours but less than thirty three (33) hours per week. The hours of employees who work less than thirty three (33) hours per week may fluctuate depending on the needs of the Town.

All Employees shall receive premium pay as Overtime, as follows:

1. For each hour worked in excess of eight (8) hours per day, a premium of fifty percent (50%) of their hourly rate in addition to such hourly rate;
2. For each hour worked in excess of forth (40) hours per week, a premium of fifty percent (50%) of their hourly rate in addition to such hourly rate;

3. Partial hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be computed in quarter-hour increments. For the purpose of such computation, any portion of a quarter-hour shall be credited as a quarter-hour increment.
4. Overtime compensation will be paid as noted above. Overtime must be approved in advance by the Town Administrator or his or her designee. At the discretion of the Town Administrator or his/her designee, compensatory time off can be used to compensate for overtime hours based on an hour for hour exchange. Compensatory time to be capped at forty (40) hours and used within thirty (30) calendar days of the date of accrual.

In determining the amount of premium due, the provisions of 1. and 2. above shall not be compounded.

Employees who serve in the capacity of a recording Board Secretary, shall receive a minimum of one (1) hour compensation for reporting to a posted Board meeting. Such compensation shall be paid even if the meeting is cancelled due to a lack of quorum or other reasonable circumstance. This compensation shall not be paid to the employee if the employee received cancellation notification prior to reporting to the meeting location.

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## **VII. PERSONAL DAYS**

Subject to advance notice from the employee (at least forty-eight (48) hours except in an emergency) and approval by the Town Administrator or his/her designee unit employees may receive up to four (4) days off with pay per calendar year to attend to a personal matter which cannot be attended to outside of work hours. The number of personal days that an employee may receive during their initial calendar year of employment shall be prorated for the period of active service that occurs during that calendar year. Personal days may not be accumulated nor will employees be compensated for them unless they are used in the year in which they are earned.

## **VIII. VACATION DAYS**

Vacation shall be earned as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
Year 1 – Year 5	Ten (10) Days
Year 6 – Year 10	Fifteen (15) Days
Year 11 – Year 20	Twenty (20) Days
Year 20+	Twenty-five (25) Days

Vacation shall be accrued by week for each full week of active service. A probationary employee who has successfully completed the probationary period will be eligible to take the five (5) days of vacation conditionally accrued during the probationary period. Employees may carry up to twenty (20) days of vacation from one Fiscal Year to the next, effective 07-01-2002. In special circumstances, as determined by the Town Administrator, additional carryover may be allowed. Vacation shall be scheduled at the discretion of the Town Administrator or his or her designee.

At the discretion of the Town Administrator or his or her designee, an employee leaving for vacation may be advanced up to ten (10) days of accrued vacation pay provided the employee makes the request to payroll at least two (2) weeks in advance of departing.

An employee whose employment with the Town ends for any reason other than a disciplinary termination for misuse of public funds or other type of dereliction of duty in office, will be provided with the employee's accrued vacation pay up to twenty-five (25) days. The payment will be made to the employee's spouse or estate if the employment ends as a result of the employee's death.

## **IX. HOLIDAYS**

The following days shall be paid holidays:

New Year's Day	Martin Luther King's Birthday
President's Day	Patriot's Day
Memorial Day	Independence Day
Columbus Day	Labor Day
Thanksgiving Day	Veterans' Day
Day After Thanksgiving	Christmas Day

Any other permanently proclaimed Federal Holiday.

Unless the Town determines that there is a need for their services, employees will be paid a one half ( ½ ) holiday on Christmas Eve day and Day Before Thanksgiving. (Based on the current work schedule, if Christmas Eve falls on a weekend, the Town Hall will work the regular Friday hours.). Employees whose services are required during these days will be granted equivalent compensatory time off on another work day. Part-time employees shall be paid for a holiday only if the holiday falls on a regularly scheduled workday. Their pay shall be the actual number of hours the employee is scheduled for work on that day. If an employee works on a holiday, the employee will receive the employee's days' pay for the holiday in addition to the employee's regular pay for the work day.

Employees will be paid a holiday for which they are eligible whenever they are paid for working (including compensated absences) their normal scheduled workdays that occur immediately before and immediately after a holiday.

Holidays which fall on a Saturday will be observed on the preceding Friday. Holidays which fall on a Sunday will be observed on the following Monday.

## **X. SICK LEAVE**

1. Sick Leave Accrual and Use: Employees shall earn sick leave at the rate of .345 days per week (equivalent to an annual rate of eighteen (18) days) for each full week of active service, with a maximum accumulation of 120 days. No employee shall be entitled to sick leave without loss of pay, as provided in SECTION 1 of this Article, unless the employee has notified his/her immediate supervisor or designee of his/her absence and the cause thereof before the expiration of the first thirty (30) minutes of absence or as soon thereafter as practicable.
2. Sick leave is to be used only for illness or disability which is not job related which incapacitates the employee from performing his or her work duties. Employees who engage in sick leave abuse, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to 1) multiple single day absences, or 2) absences on days before and/or after days off.

3. When the Town Administrator or the Department Head has reason to believe that an employee has engaged in patterned sick leave use or other forms of sick leave abuse, he may require the employee to provide medical documentation satisfactory to the Town Administrator, documenting the medical necessity of the employee's absence. This documentation may include without limitation a medical examination by a physician, psychologist or other specialist retained by the Town and/or the production of a physician's certificate from the employee's physician.
4. When an employee uses sick leave for three (3) or more consecutive work days, the Town Administrator or the Department Head may require a physician's certificate documenting the medical necessity of the employee's absence and determining the employee's fitness to return to duty. The Town Administrator or the Department Head may also require the employee to be examined by the Town's physician for the purpose of obtaining an opinion from the Town's physician on the same issues. Where the employee's physician expresses an opinion in writing that conflicts with the Town's physician's opinion, the two (2) physicians shall choose a third physician, whose opinion will decide the issue. The Town will pay the expense of the third physician.

The requirements of these provisions shall apply at reasonable intervals for an employee who is out for six (6) or more consecutive workdays.

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At the Town's request, the employee will release to the Town all relevant medical records and reports requested by the Town to assist in the determination of the employee's eligibility for sick leave and/or fitness to return to duty.

5. Upon request, an employee will be provided once a year with the amount of the employee's accumulated sick leave.
6. A unit employee who has been continuously employed with the Town since prior to September 1, 1992 and who leaves the Town's employment due to retirement, resignation or death, will receive a lump sum payment for fifty percent (50%) of the employee's unused accumulated sick days.
  - A. A unit employee who has been continuously employed with the Town since after September 1, 1992 and who leaves the Town's employment due to retirement, death or resignation shall receive a lump sum payment for twenty-five percent (25%) of the employee's unused accumulated sick days.
  - B. Any employee who has reached the maximum of 120 sick days will be allowed to accumulate an additional nine (9) days per year. In the event that the employee utilizes sick days and the balance drops below 120 days, he/she will begin to accrue at the rate of eighteen (18) days per year until they accumulate 120 sick days again, at which point, the accrual rate will revert back to nine (9) days per year. Any buyout related to 6A or 6B will be calculated on a maximum of 120 days.
7. Under the provisions of the Family and Medical Leave Act, and subject to the approval of the Town Administrator, an employee may be allowed to use accumulated Sick Leave benefits to care for an illness affecting an immediate family member. For purposes of this article, "immediate family member" shall mean a spouse or child of the employee.



## **XI. OCCUPATIONAL SICK LEAVE/WORKERS' COMPENSATION**

1. An employee injured on the job must report the fact immediately to his or her supervisor. Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury or occupational disease, that occurred while the employee was engaged in the performance of his/her duties.
2. Any employee on occupational sick leave shall not work at any other new job during the period of incapacitation without the advance permission of the Employer, which shall not unreasonably be withheld. If the employee held a part-time job ("second job") prior to claiming workers' compensation benefits and the second job duties are not inconsistent with the claimed incapacity, the employee need only notify the employer that the employee is continuing to work the second job. Violation may result in reduction and/or discontinuance of any workers' compensation benefit and may result in dismissal. During periods of incapacity, employees shall be subject to periodic medical examinations as allowed by the workers' compensation law as a condition of continued pay, as directed by the Town Administrator. The purpose of these examinations is to secure periodic medical evaluations of the particular employee.
3. Employees receiving worker's compensation wage benefits will not accrue other forms of paid leave.
4. Nothing in this Contract shall affect in any way the Town's ability to initiate retirement proceedings or discharge proceedings for an employee who is medically incapacitated or who represents that the employee is medically incapacitated from resuming the employee's full job duties.
5. An employee who is unable to work as a result of an illness or condition and who is pursuing worker's compensation benefits may use sick leave while doing so. If the employee is provided with worker's compensation and signs over to the Town the compensation for the time period during which he used sick leave, the employee's sick leave shall be restored.

## **XII. LIMITED DUTY**

Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty at the discretion of the Town Administrator or the Department Head.

At the Town's request, the employee will release to the Town Administrator, attorneys, physicians and anyone else who has reasonable need for access to the records in order to carry out the provisions of this article all medical records/reports applicable to the temporary incapacity requested by the Town to make a determination of the employee's ability to perform limited duty. The employee will fully cooperate with the evaluation process.

The Town may require an employee to undergo an evaluation by a physician or specialist designated by the Town to determine the employee's ability to perform limited duty. If the employee intends to seek an opinion from the employee's physician, the employee will do so immediately after receipt of the Town physician's opinion and document that it has done so to the satisfaction of the Town. The employee's physician's opinion will be provided as soon as possible but in no event more than seventeen (17) calendar days from the employee's receipt of the Town physician's opinion, except in extraordinary circumstances. Where the employee's physician expresses an opinion in writing that expressly conflicts with the Town's physician's opinion, the two (2) physicians shall choose a third physician, whose opinion will decide the issue. The Town will pay the expense of the third physician.

Employees who are determined fit to perform limited duty, requested to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action, up to and including termination.

### **XIII. SUSPENSION OR TERMINATION HEARINGS**

A. Unless otherwise allowed by 1) The Town of Seekonk Home Rule Charter ("Town Charter"); and/or 2.) A statute which cannot be superceded by this Agreement, the following provisions will be applied to a disciplinary unpaid suspension or termination of a non-probationary unit employee:

- A non-probationary employee shall have the right to a hearing before the Town Administrator or his or her designee if the employee is suspended without pay or subject to a disciplinary demotion which reduces the employee's regular base pay. The employee shall be advised of the basis of the action in writing no later than five (5) workdays following the action. The employee must request the hearing in writing within five (5) work days from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing. Time lines may be extended by mutual agreement between the employee, the Hearing Officer and the Union.
- A non-probationary employee shall have the right to a hearing before the employee's Appointing Authority or its designee after the employee has been served with a written notice of the Appointing Authority's intention to terminate. The employee must request the hearing in writing within five (5) work days from the receipt of the written notice setting forth the basis of the action. Failure to request the hearing within that time frame will constitute a waiver of the right to a hearing. Time lines may be extended by mutual agreement between the employee, the Hearing Officer and the Union.

The decision to suspend, terminate or demote shall be for good cause.

B. Non-Reappointments: Unit employees, if any, who are subject to appointment for a term under the Town Charter serve at the discretion of the Board of Selectmen, Town Administrator or another designated Appointing Authority (hereinafter, "the Appointing Authority").

- Accordingly, the Appointing Authority shall have the right to determine whether to renew an appointment and to exercise any other rights provided by the Town Charter. A non-renewal or the exercise of any other rights provided by the Town Charter shall not be subject to any provisions of this agreement concerning the discipline or removal of an employee

### **XIV. STABILITY OF AGREEMENT**

- A. This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiations. Anything not specifically included in this Agreement (including without limitation provisions of the Town's Personnel Administrative Policy or other policies, a statute, by-law, rule or regulation) is not a part of the Agreement unless incorporated by reference.
- B. No prior agreements, practices, benefits, privileges or understandings, oral or written, benefiting an employee or the employees covered by this Agreement shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings

have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

- C. The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.
- D. No amendment, alteration or variation of the terms of this Agreement shall bind the parties unless it is made in writing and executed by the Union and the Board of Selectmen or its designee.

**XV. SAVINGS CLAUSE**

Should any provision of this Agreement or any supplement thereto become invalid by an act of the Legislature or decision of a court or tribunal of competent jurisdiction, or if compliance with enforcement of any such provisions should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate for a satisfactory replacement for any such provision.

**XVI. BEREAVEMENT LEAVE**

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and problems caused by the death of a member of his/her immediate family and to relieve him/her of the concern over loss of earnings commencing with the date of death.

Bereavement leave may be granted by the Town Administrator or his or her designee for the following:

To a maximum of five (5) working days for the death of a spouse, child, step-child or parent.

To a maximum of three (3) working days for the death of a brother, sister, grandparent, grandchild, parents-in-law, son/daughter-in-law, sister/brother-in-law, or other person in the immediate household. One (1) day may be granted to attend the funeral of an aunt, uncle, or other close relative.

**XVII. AGENCY SERVICE FEE/UNION DUES**

The Town will advise new employees who are hired to fill a position covered under this Contract that the position is covered by the Contract.

Employees shall tender the initiation fee (if any), and monthly membership dues by signing the authorization of dues form during the life of this Agreement and in accordance with the terms of the form. The Town agrees to deduct weekly union membership dues levied in accordance with the constitution of the union from the pay of each employee in the units who executed such form and remit the aggregate amount to the International Treasurer of the Union, along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10<sup>th</sup> day of each month.

Except for those members of the bargaining unit who have not signed a membership form and authorized dues deductions as of the date of execution of the Contract, any member of the bargaining unit who is not a member of the Union ("the Union") shall be required to pay an agency service fee. The Union shall annually provide the Town in writing with its calculation of the applicable agency fee.

The Union's recourse against any employee to whom the agency service fee applies but who does not pay it will be – at the union's discretion - to institute appropriate court proceedings to enforce such compliance.

The Union agrees to indemnify and hold harmless the Town its officers, agents, employees and elected officials for any liability in connection with the administration or enforcement of the Agency Service Fee/Union Dues provisions, including but not limited to any proceeding in which the Town is made a party to the proceeding.

#### **XVIII. WAGES/SALARIES/LONGEVITY**

- A. LONGEVITY – All longevity payments will be paid on the anniversary date of the hiring of the employee.

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	<u>FULL TIME</u>	<u>PART TIME</u>
05-09 years	\$200.00	\$100.00
10-14 years	\$400.00	\$200.00
15-19 years	\$600.00	\$300.00
20-24 years	\$800.00	\$400.00
25 years and over	\$1000.00	\$500.00

1. Beginning January 1, 2006, all longevity payments will be paid on the anniversary date of the hiring of the employee.
- B. Step advancement to occur on the anniversary of Employee's position start date.
- C. The following salary adjustments will be added to the FY08 salary ranges.

July 1, 2008 through June 30, 2009, 3.00% COLA  
July 1, 2009 through June 30, 2010, 2.00% COLA

In the event that revenue that is received by the Town of Seekonk for the fiscal year 2011 due to greater net state aid as listed on the cherrysheet for that year for all categories (excluding education), or permanent and sustainable expansion of state aid by creation of additional categories of state aid (such as distribution to cities and towns of a portion of the meals tax that is currently collected by the Commonwealth) exceeds said amount that is received during the fiscal year 2010 by \$800 the wage rates established in this ARTICLE shall increase by .01%, effective July 1, 2010. Such wage rates shall further increase by .01% for each multiple of \$800 increase in net state aid, up to 3%.

Whenever the general wage rates of the largest group of employees within any other collective bargaining unit of the general government of the Town of Seekonk increase for the period of July 1, 2008 through June 30, 2010 by a greater percentage than the percentage increase that is specified in this article, the percentage increase specified in this article shall be increased to match the percentage increase in such other collective bargaining

agreement, effective on the same effective date that is specified in such other collective bargaining agreement.

All wages shall be paid in accordance with the following wage schedule:

Position Title	FY 2009				FY 2010			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
rate of increase	3.00%				2.00%			

Secretary	16.78	17.50	18.25	19.07	17.11	17.85	18.62	19.45
Senior Secretary	18.91	19.78	20.67	21.57	19.29	20.17	21.09	22.00
Junior Clerk	15.69	16.85	17.60	18.85	16.00	17.19	17.95	19.23
Clerk	16.51	17.26	18.04	18.85	16.84	17.61	18.40	19.23
Senior Clerk	18.91	19.78	20.67	21.57	19.29	20.17	21.09	22.00
Outreach Case Worker (a)	16.67	17.41	18.20	19.03	18.16	18.92	19.72	20.57
Office Coordinator	16.45	17.18	17.95	18.77	16.78	17.52	18.31	19.14

(a) Includes an increase attributable to revision of the job description to include additional duties to serve veterans, in conjunction with the Veterans Agent/Outreach Case Worker.

annualized	weeks/year	hours/week	hourly increase
\$2,000.00	52.2	33.00	\$1.179

## **XIX. INSURANCE**

The Town's contribution for all health insurance plans will be 75% and the employee's contribution will be 25% to begin at date of ratification.

Employees hired after July 1, 1999, will only be offered the Blue Cross/Blue Shield HMO Blue New England and HMO Blue New England "Value Plus" plans. Also, during open enrollment, all employees shall have the opportunity to either maintain their current coverage, or choose to change to said plans.

The Town reserves the right to offer additional health insurance plans at any time with the 75/25 contribution ratio.

Employees not enrolled in a dental plan will be eligible to enroll in the dental plan during open enrollment with the Town contributing (50%) and the employee contributing 50%, a (50/50) contribution ratio.

## **XX. MISCELLANEOUS**

1. **COURSE REIMBURSEMENT** - Subject to available funds (established in the last sentence of this provision) and the advance approval of the Town Administrator, the Town will reimburse a unit member in a fiscal year an amount not to exceed four-hundred fifty dollars (\$450.00) for any one (1) course taken or nine hundred dollars (\$900) for more than one (1) course taken in a program related to the unit member's position leading to certification, recertification or an advanced degree. The reimbursement will include the cost of books. Reimbursement will also be subject to the member attaining at least a "C" grade in the course or program (or, if the course is "pass/fail" a passing grade). The Town will make available two thousand dollars (\$2,000.00) for unit members per year for the length of this contract.

2. **ACCESS TO FACILITIES** - Union announcements of a routine nature may be posted on the Bulletin Board in the Town Hall lunchroom. The Union agrees that it will not post denunciatory, inflammatory, obscene or political material.

The Town will allow the Union to use a Town meeting room for private meetings, provided it receives sufficient advance notice, there is not a conflict with the use of the facilities by other Town departments and the Union complies with the Town's Policy and Regulations for the use of Town of Seekonk Meeting Rooms. (Now, Administrative Policy No. 32; Note: The Town will waive the forty dollar \$40 supervisory closing fee and the open meeting requirement).

3. **DAMAGED CLOTHING** - Subject to the approval of the Town Administrator, the Town will pay to repair/replace clothing damaged as a result of job responsibilities. This will not apply to normal wear and tear.
4. **MILEAGE REIMBURSEMENT** - Subject to the advance approval of the Town Administrator or his or her designee (except in an emergency), a member of the bargaining unit will be reimbursed at the IRS rate for mileage in using their personal vehicles to perform job duties. This will not apply to travel to and from work.
5. **COURT LEAVE** - A Court Leave of absence shall be granted to any Employee who is called to serve on a jury or summoned to appear in a court case pertaining to the Town of Seekonk as a witness. Such Leave shall be granted only for the period of such service, and it shall in no way affect the Employment rights of the Employee.

The Town will compensate employees called to appear in court at their regular rate of pay for such period of service. If the employee receives any compensation for such service, said compensation shall be remitted to the Town

6. **MILITARY SERVICE** - Time off will be permitted for military service as provided by state and federal statute. Full veteran's re-employment rights as established by federal and state statute will be available to employees returning from military leave.

During a two-week annual reserve duty, the Town will compensate the employee in an amount equal to the difference between the employee's normal work week wages and the compensation the employee receives from the United States Government for said duty.

7. **UNION BUSINESS.** A written list of those members of the unit serving as Union officers and the steward, if any, shall be furnished to the Town Administrator immediately after their designation. The Union shall immediately notify the Town Administrator of any changes.

The unit chairperson, secretary and unit griever, as identified in the list to the Town Administrator, shall be permitted to discuss official Union business from their work-stations during working hours provided:

- The discussions will be kept to a minimum.
  - No employee shall leave the employee's work assignment or location.
  - The discussions will not interfere with the completion of an employee's work.
8. Human Services employees and other covered unit members will be subject to drug/alcohol standards and testing required by federal law and/or regulations.
  9. Training and Certifications (First Responder, CPR, Defensive Driving) required of Human Services bus drivers by the Employer shall be paid for by the Town. Drivers will be required to attend training scheduled by the Town but will be compensated at their regular rate of pay.
  10. Whenever the Town undertakes to recruit applicants for positions that are stated in Article II. as subject to this Agreement, it shall post a notice of such employment opportunity at each place of employment of members of this Clerical Unit. Such notice shall be posted at least five (5) business days before an advertisement of the employment opportunity appears in a newspaper of general circulation.
  11. Any member of this bargaining unit and their immediate family who are residents of the town of Seekonk or while employed or otherwise in the confines of the Town of Seekonk shall not be charged for any additional charges over and above the amount covered by their insurance. The term "immediate family" shall be defined as father, mother, spouse, son, daughter, step-son, step-daughter, or any other person living in the same household.

## **XXI. DURATION**

The duration of this Agreement will be July 1, 2008 through June 30, 2011.

Prior to March 30 of the year in which this Agreement would expire either party shall give to the other party notice of its desire to modify or terminate this Agreement. Notice of desire to modify shall not be considered notice of termination.

In the event that the parties have not executed a new contract prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect after June 30, 2011, for successive terms of one (1) year, or until the parties reach agreement, whichever comes first.

IN WITNESS WHEREOF, the parties by their duly authorized representative, hereto affix their signatures  
as of 21 day of MARCH, 2011.

For United Steelworkers, AFL-CIO, CLC and its  
Local 16031, Clerical Unit

Leo W. Gerard  
Leo W. Gerard, International President

Stan Johnson  
Stan Johnson, International Secretary-Treasurer

Thomas M. Conway  
Thomas M. Conway, Vice President, Admin.

Fred Redmond  
Fred Redmond, Vice President, Human Affairs

William J. Peinta  
William J. Peinta, Director, District 4

George J. Maguan III  
George Maguan, Staff Representative

Sharon Goguen  
Sharon Goguen, President

Diana Faria  
Diana Faria, Griever

For the Town of Seekonk

Robert Richardson  
Robert Richardson, Chair

David Parker  
David Parker, Vice Chair

John Whelan  
John Whelan, Clerk

Michael Brady  
Michael Brady, Member

Francis Cavaco  
Francis Cavaco, Member

Michael Carroll  
Michael Carroll, Town Administrator