



AGREEMENT

BETWEEN

THE TOWN OF ASHLAND

AND

**THE ASHLAND CLERICAL WORKERS
INTERNATIONAL UNION, UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA (U.A.W.)
AND
ITS LOCAL 1596**

JULY 1, 2018 -- JUNE 30, 2021

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Article 1
Preamble

This Agreement is entered into between the Town of Ashland, hereinafter called the "Town" or "employer", acting by and through its Board of Selectmen (and/or Town Manager), and the Ashland Clerical Workers, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (U.A.W.) and its Local 1596, hereinafter called the "Union".

Article 2
Recognition – Employees Covered

The Employer recognizes the Union as the exclusive representative for the purpose of Collective Bargaining in respect to rates of pay, wages, hours of work, and other conditions of employment for the term of this Agreement for all the employees of the Employer in the Bargaining Unit described as follows:

1. All full-time and regular part-time clerical employees, including
2. All Executive Secretaries
3. Clerks
4. Assistants to the Accountant
5. Senior Accounting Clerks
6. Clerk II's
7. Secretaries
8. Senior Clerks
9. Assistant Town Clerks
10. Assistant Treasurers
11. Recording Secretaries
12. Library Assistants
13. Library Clerks

Excluding all elected, managerial and confidential employees and all casual employees.

Article 3
Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between and in the mutual interest of the Employer, the Employees and the Union, and to foster efficiency and economy in the operation of municipal government.

Article 4
Non-Discrimination

The parties shall not discriminate on account of race, national origin, religion, sex, age as defined by law, sexual orientation as defined by law, genetic information, military status, or Union or non-Union activities.

As of July, 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act (ADA). The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. If the Town accommodates an employee in accordance with the ADA or state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration.

Article 5
Union Dues and Agency Fees

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

Article 6
Union Representation

The Union shall have the right to be represented by a Union Committee composed of three (3) employees including the Office Chairperson. The Town will pay Union Committee members the regular hourly salary for all hours that he/she was scheduled to work and instead participated in handling union business, grievances and joint contract negotiation sessions with management.

The International Representative and/or President of the Local or his/her designee shall be given access to the Town premises for the purpose of conferring with the Town representatives herein described in respect to negotiations or the adjustment of grievances. During such visitation, he/she shall first notify the Town representative when desiring access to the premises.

The Town will furnish the Union with a list of Department Heads in all departments covered by the Agreement designating those supervisors who will act as Town representatives in the administration of the Grievance Procedure and will notify the Union of any and all changes in the list.

The Union will furnish the Town with a list of Union Committee members and other Union officers and shall notify the Town of any change therein.

The Town agrees to furnish Bulletin Board space in strategically placed areas in the town hall, public library and DPW facility to be used by the Union for the posting of all items of Union business. All postings are to be signed by a Union official or steward and shall not be of a libelous, slanderous or profane nature. The Union shall hold the Town harmless for any material the Union posts on the bulletin board. The Town will not hold the Union responsible for materials posted on the Bulletin Board that have not been signed by a Union official or steward. Notices that have been posted and not signed by the Union Chairman may be removed.

Article 6A
Management Rights

Section 1.

Subject to this Agreement and applicable law, the Town reserves and retains its regular and customary rights in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; change process; assign work and work to be performed; hire; transfer or promote; establish reasonable rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; determine where, when, and how work will be done; determine standards of proficiency; except where any such rights are specifically modified or abridged by terms of this Agreement.

Section 2.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, Town Manager and Department Heads, 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 several Town Departments.

Section 3.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement.

Article 7
Grievance Procedure and Arbitration

A grievance is defined as any dispute as to the meaning or application of this Agreement.

Any potential grievance may immediately be brought to the attention of the Department Head or Town Manager. All parties shall exercise good faith in attempting to resolve the matter before a written grievance is presented. All time periods relevant to this procedure shall be calculated according to working days.

A grievance must be presented in writing at Step I of the grievance procedure within ten (10) days from the time that the employee affected has knowledge of or should have had knowledge of the occurrence of the cause giving rise to the grievance.

Such grievances shall be processed as follows:

Step 1. The aggrieved employee and Union shall present the grievance to the Department Head who will have seven (7) days to respond in writing to the grievance:

Step 2. Within seven (7) days of the Step 1 response or its due date the employee and the union may refer any grievance not resolved at Step 1 to the Town Manager. The Town Manager shall have seven (7) days to investigate and respond in writing to the grievance.

Step 3. Within fifteen (15) days of the Step 2 response by the Town Manager, the union may choose to request arbitration of any unresolved grievance by filing a demand for arbitration with the Massachusetts Board of Conciliation and Arbitration and simultaneously sending a copy to the Town. Any arbitration initiated hereunder shall be processed by the Massachusetts Board of Conciliation and Arbitration in accordance with its Voluntary Labor Arbitration Rules. Each side shall bear the costs of presenting its own case and the charges of the Arbitrator shall be borne equally by the Town and the Union. The Arbitrator shall be without authority to add to, subtract from or amend the terms of this agreement in any fashion whatsoever, but his decision shall be final and binding.

The town will pay employees the regular hourly salary for all hours that he/she was scheduled to work and instead participated in arbitration proceedings before the Arbitrator. A party requesting a stenographic report of a hearing shall pay the full expense of such record unless the other party desires a copy, in which case the expenses shall be divided equally between the parties.

Failure by the Union or an individual grievant to initiate and process a grievance in accordance with the time limits established in Steps 1 through 3 above shall be deemed a waiver of the grievance. Time limits may be extended by mutual agreement.

Article 8 Layoff and Recall

In the event that a reduction in the work-force becomes necessary, layoffs shall be by seniority within the particular job classification within the Department. Affected employees shall have bumping rights based on their bargaining unit seniority. The Town shall give each affected employee not less than two (2) weeks notice of layoff, unless the cause of the layoff is such to make such notice impossible.

The affected employee shall have one (1) week from the date of his/her layoff notice to apply for any position within the bargaining unit for which he/she possesses the necessary qualifications and which is then occupied by a person with less bargaining unit seniority. The Town Manager and the appointing authority controlling the position held by an employee of less seniority shall forthwith, but no later than one (1) week from receipt of the application, determine whether the employee subject to layoff meets the qualifications of the applied-for position.

If the Town Manager and the appointing authority determine that the employee subject to layoff meets the qualifications of the applied-for position, the Town Manager and the

appointing authority shall forthwith give notice of layoff to the junior employee, such layoff to occur two (2) weeks from the date of the notice. Upon the effective date of the layoff of the junior employee, the senior employee shall assume the duties of that position. The salary of an employee who displaces another pursuant to this Article shall be compensated at the step in the new classification most closely approximating the employee's previous wage.

An employee who receives a notice of layoff as a result of the operation of this section shall be entitled to the same right of bumping as that enjoyed by the employee initially laid off. He/she may apply for a new position following the same procedure as that outlined earlier in this section.

Nothing in this Agreement shall prevent the employer from laying off an employee or employees because of budgetary constraints or other legitimate reasons. Any employee who has been laid off under the provisions of this Article shall be entitled to recall for a period of one (1) year from the date of his/her last employment by the Town.

Should a vacancy occur in any position covered by this agreement and which the Town Manager and the appointing authority intends to fill, all employees who have been on laid-off status for less than one (1) year shall be sent notice of the vacancy by registered or certified mail to their last known address. They shall have the opportunity to apply for vacant positions in accordance with Article 10 – Posting and Bidding. Employees who fail to apply for a position shall be considered finally terminated. The Town Manager and the appointing authority shall interview all responding laid-off employees.

Article 9 Discipline and Discharge

No employee who has successfully completed the probationary period shall be suspended or discharged except for just cause.

In all cases of suspension or discharge, the Department Head shall forthwith notify the employee and the Union in writing within five (5) days and provide a copy thereof to the Town Manager. The notice shall specify in reasonable detail the disciplinary action taken and the reasons.

Article 10 Posting and Bidding

Where a vacancy in any position covered by the Agreement occurs, which the Town Manager intends to fill, the following procedure shall apply:

A notice of vacancy setting forth the title, duties and salary of the position shall be posted internally within the unit for seven (7) calendar days during which time interested applicants may apply in writing consistent with the terms of the position. Applications for position openings will close seven (7) days from posting date.

All qualified applicants will be given adequate opportunity to make application for such positions, and the employer agrees to give consideration to the educational background and attainments of all applicants, the length of time each has been in the service of the employer and such other relevant factors as determined by the Town.

All other things being equal, bargaining unit employees who meet the qualifications of the position to be filled shall be given preference over non-bargaining unit employees.

A Town employee who is promoted or who changes classifications laterally pursuant to the above procedure shall be subject to a qualifying period of sixty days which may, with the agreement of the Town Manager and the Union, be extended for a definite period of time not to exceed 120 days, during which he/she has the right to return to the classification previously held if the employee so desires, or if, in the Employer's judgment, performance has not been satisfactory during the qualifying period.

Article 10A Qualifying Period

An applicant who does not currently hold a position with the Town and is selected to fill a position pursuant to the procedures in Article 10 shall be subject to a qualifying period of six (6) months, which may, with the agreement of the Town Manager and the Union, be extended for a definite period of time not to exceed one (1) year. A decision to discharge an employee during such qualifying period shall be final and binding and not subject to the grievance procedure under Article 7 of this Agreement.

Article 11 Wages

New employees shall be compensated at the six month probationary "Step 1" rate as shown on Exhibit A under this Article in their hired grade level. However, the Town reserves the right to hire new employees at, or promote existing employees, up to the Step 3 rate of pay where the candidate's experience or other qualifications justify such a higher rate or where an inability to recruit qualified employees at the "Step 1" rate requires a higher rate of compensation. The decision of the Town Manager in such cases shall be final and not subject to the grievance provisions of this Agreement.

A step rate increase will be made six months after an employee's date of hire from the "Step Rate" at which the Employee was hired to the next "Step Rate" if, in the Department Head's opinion, the employee's work habits, attendance and performance have been satisfactory during the six month probationary period.

Step rate increases are not automatic but will be made effective annually from the date of the employee's anniversary date of the "Step Rate" increase above until the employee has reached Step 6, provided that in the Department Head's opinion, the employee's work habits, attendance, and performance have been satisfactory during the preceding year. If an employee is dissatisfied with the decision made by the Department Head in regard to a "Step Rate" increase, the employee may grieve the

decision under Article 7 of this Agreement.

All other employees shall be compensated according to the schedule of rates of compensation attached as Exhibit A.

Bargaining unit members promoted to a higher grade level shall be compensated at the Step 2 level of their new grade level unless such promotion would result in compensation at a lower rate than the one which the bargaining unit member was previously entitled. In this case, the bargaining unit member shall be compensated at the lowest rate within the classification that will not result in a loss of pay.

All employees covered by this Agreement shall participate in direct deposit. All members of the bargaining unit will be entitled to a "signing bonus" in the amount of \$600. Said bonus will be given in a separate check, apart from weekly payroll check.

Exhibit A

The following hourly rates of compensation will be modified to reflect the following wage increases: July 1, 2018-3%
July 1, 2019-2%
July 1, 2020-1%.

7/1/2018

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
C-4	12.6009	13.7567	14.9268	16.1115	17.2670	18.4373
C-5	13.7567	14.9268	16.1115	17.2670	18.4373	19.5788
C-6	14.9268	16.1115	17.2670	18.4373	19.5788	20.7777
C-7	16.1115	17.2670	18.4373	19.5788	20.7777	21.9480
C-8	17.2670	18.4373	19.5788	20.7777	21.9480	23.1181
C-9	18.4373	19.5788	20.7777	21.9480	23.1181	24.2741

7/1/2019

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
C-4	12.85294	14.03181	15.2253	16.4337	17.61236	18.80606
C-5	14.03181	15.2253	16.4337	17.61236	18.80606	19.97033
C-6	15.2253	16.4337	17.61236	18.80606	19.97033	21.19323
C-7	16.4337	17.61236	18.80606	19.97033	21.19323	22.38692
C-8	17.61236	18.80606	19.97033	21.19323	22.38692	23.58051
C-9	18.80606	19.97033	21.19323	22.38692	23.58051	24.7596

7/1/2020

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
C-4	12.98146	14.17213	15.37755	16.59803	17.78849	18.99412
C-5	14.17213	15.37755	16.59803	17.78849	18.99412	20.17003
C-6	15.37755	16.59803	17.78849	18.99412	20.17003	21.40516
C-7	16.59803	17.78849	18.99412	20.17003	21.40516	22.61079
C-8	17.78849	18.99412	20.17003	21.40516	22.61079	23.81631

Article 12
Paid Holiday Schedule

Section 1. Permanent full-time and permanent part-time employees shall be entitled to the following days off with pay:

- | | |
|------------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| Presidents' Day | Patriots' Day |
| Memorial Day | Independence Day |
| Labor Day | Columbus Day |
| Veterans' Day | Thanksgiving Day |
| Day after Thanksgiving | Christmas Day |

The Town will make an attempt to adjust the schedule of permanent part time employees, whose holiday is pro-rated, to allow such employees to make up hours lost because of such pro-rating, should they choose to.

Section 2. In addition to the holidays listed in section 1, employees shall be granted the following special holidays:

- 1/2 Day before Thanksgiving;
- 1/2 Day before Christmas except when December 25 falls on a Sunday or a Monday;
- 1/2 Day before New Year's Day except when January 1 falls on a Sunday or a Monday;
- the day before Christmas and July 4th when either day falls on a Tuesday;
- and,
- the day after Christmas and July 4th when either day falls on a Thursday.

If a holiday falls on Saturday it will be observed on Friday.
If a holiday falls on Sunday it will be observed on Monday.

Article 13
Vacation Schedule

Section 1. Permanent full-time employees shall be entitled to vacation leave with pay according to the following schedule:

Years of Continuous Service		Vacation leave
At least	But less than	
6 months	1 year	5 days
1 year	5 years	10 days
5 years	10 years	15 days
10 years	15 years	20 days
15 years	20 years	22 days
20 years	25 years	25 days

25 years	30 years	27 days
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Permanent part time employees shall be granted that proportion of vacation leave which their part time service bears to full time service.

Section 2. An employee who reaches his/her anniversary date, which would entitle the employee to additional vacation leave, will receive one additional vacation day for each seventy-three day period between the employee's anniversary date and the following June 30th.

Formula: $(\text{June } 30^{\text{th}} - \text{anniversary date}) \div 73 = \# \text{ of additional vacation days rounded down to the nearest whole number}$

Examples:

- a. Anniversary date is January 5th
 $\text{June } 30^{\text{th}} - \text{January } 5^{\text{th}} = 176 \text{ days}$
 $176 \div 73 = 2.41$
 additional vacation leave = 2 days

- b. Anniversary date is November 8
 $\text{June } 30^{\text{th}} - \text{November } 8^{\text{th}} = 234 \text{ days}$
 $234 \div 73 = 3.21$
 additional vacation leave = 3 days

- c. Anniversary date is May 15th
 $\text{June } 30^{\text{th}} - \text{May } 15^{\text{th}} = 46 \text{ days}$
 $46 \div 73 = 0.6 \text{ days}$
 additional vacation leave = 0 days

Section 3. Vacation entitlement shall be based on the employee's anniversary date which falls in a given fiscal year (July 1 - June 30). An employee who becomes entitled to vacation in a given fiscal year shall take his/her earned vacation in the following fiscal year, which begins on the July 1 next following his/her anniversary date.

Employees may not accumulate more than one year's worth of earned vacation leave beyond the end of a fiscal year without prior approval of the Town Manager, in which case a specified time period for taking the vacation leave shall be designated.

Vacation will be scheduled at the mutual convenience of the employee and the employee's department. All requests for vacation leave must be approved, whenever possible, thirty (30) days in advance by the employee's department head or the department head's designee. Such requests will not be unreasonably denied but may be denied if the needs of the employee's department require it. Where more employees request vacation leave during a given period than can be granted, the senior employee shall have first preference in receiving leave. Seniority preference shall apply to vacation leave requests received more than sixty (60) days prior to the vacation period sought. An exception to seniority preference may be made by the Town Manager for those vacations which require long term reservations.

Vacation leave earned in the service of the Commonwealth of Massachusetts, or any of its political subdivisions, or of the United States, shall not be transferred to the Town of Ashland.

An employee who has earned, but has unused, vacation leave to his/her credit and who leaves the employ of the Town for any reason shall receive compensation for such unused vacation leave as part of the employee's final paycheck.

Vacation leave shall not accrue while on unpaid leave.

Article 14 Sick Leave

Permanent full-time employees shall be entitled to sick leave with pay at the rate of ten (10) hours for each calendar month of service. Sick Leave shall be accumulated on the last day of the month. Permanent part-time and regular part-time employees shall be granted sick leave in that proportion which their part-time service bears to full-time service. Sick leave will be charged to the employee's accumulation for sick time actually used in increments of one-half (1/2) hour.

Sick leave earned under this Article may be used to care for an immediate household family member.

Sick leave that has not been used may be accumulated against future needs up to a maximum of fourteen hundred (1,400) hours. Upon superannuation retirement and after ten (10) years of continuous service to the Town, the employee shall be entitled to receive payment equal to fifty percent (50%) of the total numbers of hours of unused sick leave credited to the employee at the time of retirement up to the following maximum amount:

three thousand five hundred dollars (\$3,500.00).

If an employee dies before retirement, the spouse or estate of the employee shall be entitled to one-fourth (1/4) of the total number of hours of unused sick leave credited to the employee at the time of death up to a maximum of two thousand dollars (\$2,000.00).

At the discretion of the Town Manager, a medical certificate may be required after twenty-four (24) consecutive hours of sick leave or after hospitalization of twenty-four (24) hours or more. If a permanent full-time or permanent part-time or regular part-time employee resigns from or is discharged from the employ of the Town, any sick leave so accumulated shall be forfeited without compensation.

Any Permanent Full Time Employee who uses twenty-four (24) hours or less of sick time in any fiscal year shall receive a stipend of two hundred fifty dollars (\$250.00) to be paid in the first full pay period of the following fiscal year. Any Permanent/Regular Part Time Employee, who works at least thirty (30) hours average per week during the fiscal

year, and who uses eighteen (18) hours or less of sick time in any fiscal year shall receive a stipend of one hundred seventy-five dollars (\$175.00) to be paid in the first full pay period of the following fiscal year.

Article 15 Personal Leave

In addition to sick leave, permanent full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay per fiscal year. Personal hours may be taken in any increment but not less than one-half ½ hour. Except in the case of an emergency (defined as unexpected personal business of a serious nature), all personal hours require twenty-four (24) hour prior approval of the employee's Department Head. Such personal hours shall be credited to each employee on July 1 of each year.

New permanent full-time employees, upon the completion of 30 days of employment, shall be credited with twenty four (24) hours of personal leave pro-rated from the employee's original date of hire to the permanent full time position to the end of the fiscal year.

Personal hours must be taken within the fiscal year in which they were credited to the employee or they are forfeited. In the event of termination, for whatever reason, all personal leave shall be forfeited without compensation.

Personal leave shall not accrue while on unpaid leave.

Article 16 Bereavement Leave

Employees shall be entitled to bereavement leave of absence with no loss of pay or benefits. Such leave shall not exceed five (5) scheduled working days, which shall begin no earlier than the date of death for the employee's father, mother, stepfather, stepmother, father-in-law, mother-in-law, spouse, child, stepchild, grandchild, sister, brother, significant other (as acknowledged to be common law spouse) or any other person who normally resides in employee's household; three (3) scheduled working days for the employee's grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law; and one (1) scheduled working day, if the day falls on the employee's regular scheduled day of work for the employee's niece, nephew, aunt, uncle, cousin, aunt-in-law, uncle-in-law, or cousin-in-law.

In the case of out-of-state travel, or where the employee must have additional time to make arrangements regarding the estate of the deceased, the Department Head may, at his/her sole discretion, grant the employee an additional day with pay. Such additional day shall be charged against the employee's sick leave accrual. At the sole discretion of the Town Manager, a second scheduled working day may be assigned for travel purposes for the employee's niece, nephew, aunt, uncle, cousin, aunt-in-law, uncle-in-law, or cousin-in-law.

Article 16 A
Leave of Absence

The Town may grant a permanent full time or permanent/regular part time employee a leave of absence without pay for a period not to exceed three (3) months. A request for such leave must be addressed in writing thirty (30) days prior to the date of such leave to the Town Manager who shall either approve or disapprove such leave. Prior notice may be waived by the Town Manager in an emergency situation or when the employee does not know of the need for leave the full thirty (30) days before a leave of absence is needed. Disapproval by the Town Manager of a leave of absence or any extension thereof, under this Article, with the exception of Family Medical Leave, is not subject to the grievance procedure of Article 7 of this Agreement.

Article 17
Longevity Pay

Permanent full-time employees having served continuously as employees of the town shall be paid longevity pay based on the following schedule:

Years of Service		As of	As of	As of
At least	But less than	July 1, 2012	July 1, 2013	July 1, 2014
five (5)	ten (10)	\$1,000.00	\$1,000.00	\$1,000.00
ten (10)	fifteen (15)	\$1,100.00	\$1,100.00	\$1,100.00
fifteen (15)	twenty (20)	\$1,200.00	\$1,200.00	\$1,200.00
twenty (20)	twenty-five (25)	\$1,300.00	\$1,300.00	\$1,300.00
twenty-five (25)	thirty (30)	\$1,400.00	\$1,400.00	\$1,400.00

Permanent part-time employees shall be granted the proportion of longevity pay which their part-time service bears to full time service.

Longevity pay shall be paid annually as a lump sum in the first payroll in September.

Article 18
Jury Duty Leave

An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror

service, the employee shall be paid the difference between the amount received as juror compensation, less the employee's base wages.

Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service and the employee's base rate.

An employee seeking compensation in accordance with this section shall notify the Town Manager after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

Article 19
Family and Medical Leave

This Article shall be governed by the Federal Family and Medical Leave Act of 1993 (FMLA). Determination of eligibility shall be made on a calendar year basis.

Article 20
Military Leave

An employee who serves as a member of any of the Reserve or National Guard components of the Armed Forces of the United States or the Commonwealth shall be granted military leave of absence not to exceed seventeen (17) days in any calendar year for the purpose of performing such service. Such employee shall be compensated by the Town during such leave. Such compensation shall be in the amount by which military pay is less than normal straight-time earnings during such leave. An employee granted military leave shall be granted all other benefits to which the employee is otherwise entitled under this Agreement except that military service shall not be considered time worked for purposes of overtime compensation.

Article 21
Travel Expense

Employees who are required to use their own vehicle for travel during the performance of official duties shall be reimbursed at the Town's current rate per mile for all costs associated with the ownership, maintenance or use of the said vehicle.

Article 22
Health and Life Insurance

Bargaining unit employees will be afforded the opportunity to participate in the Town's group health and life policies on the same basis as other Town employees and the Town agrees to the same or equivalent coverage during the term of this Agreement.

In the event that a spouse of a member of the bargaining unit loses employer contributions to a family health insurance policy for reasons not under his or her control, and such spouse elects the provisions of COBRA to continue such coverage, the Town

will contribute to such coverage to the same degree that the Town would pay for the employee's coverage under the Town plan until the employee becomes eligible for full coverage under the Town plan. (Waiting period.)

Article 23
Workers' Compensation

Town will provide in accordance with State Law.

Article 24
Retirement

Town will provide in accordance with State Law.

Article 25
Hours of Works

Section 1. Regular work week:

The regular work week shall be forty (40) hours consisting of five (5) eight (8) hour days. The regular work week consists of Monday through Friday with one-half (1/2) hour paid lunch. If any work unit is closed at the discretion of management, employees scheduled to work will be compensated at the regular rate for their scheduled hours. Any regular annual paid overtime will not be substituted or altered due to the flexible schedule. Upon agreement between the employee and Town Manager, an employee may work a flexible hour work week. Such agreement will be considered when beneficial to the needs of the department. The flexible work week shall have five (5) one-half (1/2) hour paid lunches scheduled at reasonable intervals. Any flexible schedule will be set and will not alter week to week. If the schedule needs to be changed prior approval of the Town Manager is required.

Section 1A. Regular work week for Library Assistants and Library Clerks:

The regular work week for these classes of employees shall be forty (40) hours. The regular work week consists of Sunday through Saturday.

Library employees who are scheduled to work six (6) consecutive hours or more in one day shall be entitled to a thirty (30) minute paid break. Employees who are scheduled to work at least three (3) consecutive hours but less than six (6) consecutive hours in one day shall be entitled to one (1) fifteen (15) minute paid break. From time to time, and for safety purposes, it may be necessary for an employee to remain in the Library while on break.

Section 2. Evening hours:

Extended work days may be scheduled. Such evening hours shall not extend beyond 7:00 p.m. and will not be scheduled on Mondays, Fridays, or the day before a holiday listed in section 1 of Article 12.

An employee who works an extended work day shall have the choice of starting late or splitting the work day to fulfill the employee's regularly scheduled number of hours for

the specific day. Any hours worked in excess of forty (40) in any week shall be paid at the rate of 1.5 times the employee's regular hourly rate of pay. An employee shall not be required to work an extended day more than once every other week. Employees may switch extended work days with each other. This may include switching with employees in other departments where cross training exists between employees.

The Town will provide adequate lighting at exterior doors and in parking lots. Department of Public Services employees will not be left alone at that facility during extended hours.

This section shall not apply to employees of the Ashland Library.

Article 26 Overtime

Employees shall be compensated at the rate of time and one-half their straight time regular pay for all hours actually worked in excess of forty (40) hours within any single work week. Vacation time, holidays, sick time and bereavement leave shall be considered time worked for purposes of determining eligibility for overtime compensation in addition to hours actually worked.

Article 27 Job Classifications

If there is a change in an existing classification or occupation which is held at the time of such change by an active bargaining unit member, which change makes it a new job so that it no longer fits into an existing classification, a new job description and rate range shall be negotiated as follows:

The Town will submit the proposal to a committee (said committee comprised of two (2) members of the bargaining unit, excluding the effected employee, and the Town Manager and/or Human Resources Director) to study the matter and make recommendations thereon.

If the committee is not able to agree on the accuracy of the job description and/or rate range, the Town may withdraw the proposal. Such withdrawal shall not be subject to the grievance procedure of Article 7 of this Agreement.

The Town shall have the right to fill any such changed job at the proposed rate range pending settlement. In the event a job is finally determined to be in a higher rate range than originally proposed, the wages of the bargaining unit member filling the job will be adjusted to compensate for the difference between the rate under the rate range as originally proposed and the new rate range for the time worked in the job.

Article 28 Education Reimbursement/Training

Section 1. Education Reimbursement

a. The Town shall reimburse a permanent full time or permanent/regular part time employee for the cost of tuition for courses related to the Employee's position with the town and/or which the Town Manager feels will benefit the Town and subject to the following:

- I. the Employee is matriculated in an accredited college or university;
- II. prior approval is obtained from the Town Manager for the particular course or courses. Course(s) must be directly related to the Employee's field of work or required for a college degree in same; and,
- III. the maximum number of courses taken for which reimbursement will be given is four (4) per calendar year.

b. Reimbursement shall be made according to the following schedule:

For the grade of "C" in any approved course	65%
For the grade of "B" in any approved course	85%
For the grade of "A" in any approved course	100%

Reimbursement will be made upon submission to the Town Manager of a copy of the following:

- the Town Manager's approval;
- a receipt showing payment of tuition; and,
- the report card showing grade received.

Section 2. Training

The Town will attempt to inform bargaining unit employees of seminars and training sessions which pertain to the employees' particular department, and, subject to budget limitations, will attempt to make arrangements for employees to attend such training sessions. Employee requests to attend job related training sessions will not be unreasonably denied.

Article 29 Dress Code

Employees shall wear clothing appropriate to the professional position which they fill.

Article 30 Tobacco Products

Employees shall not use tobacco products within Town buildings at any time. An area outside the building will be provided for smoking. The Town will provide the opportunity for attendance at "Stop Smoking" meetings through the Town health nurse or the Town's health insurance providers.

Article 31
Miscellaneous

1. The employer may promulgate and enforce reasonable standards of productivity for all bargaining unit positions.
2. Whenever the words, "he" or "she", or any derivative thereof, appear in this Agreement they shall be construed in the masculine or feminine gender interchangeably as may be appropriate to the context or situation.
3. Should any provision of this Agreement or any supplement thereto be held to be unconstitutional, illegal, or otherwise void, by any court or tribunal of competent jurisdiction or rule or regulation of a State or Federal Administrative Agency, or if compliance with or enforcement of any such provisions shall be restrained or enjoined by any court or tribunal of competent jurisdiction or State or Federal Administrative Agency, all other provisions of this Agreement or any supplement thereto shall be deemed to be severable and shall remain in force. The parties to this Agreement shall meet forthwith and shall attempt to negotiate a satisfactory replacement for any provision of this agreement or any supplement thereto held to be void.
4. No amendment, alteration, or variation of the terms or provisions of this Agreement shall be binding on the parties unless made and executed in writing by the parties.
5. This Agreement is to be read consistent with the provisions of the Ashland Home Rule Charter. To the extent that any conflict exists between this agreement and the Ashland Home Rule Charter, the Ashland Home Rule Charter shall control.
6. The Town agrees to make every effort to have one meeting room available to cover the entire lunch break.
7. The Town agrees to implement UAW V-CAP voluntary contribution. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be necessary to carry out the deduction process.

Article 31A
No Strike

Section 1.

No employee covered by this Agreement will engage in, induce or encourage any strike,

work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

Section 2. The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

Section 3. The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

Section 4. Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

Section 5. The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

Section 6. During the term of this Agreement, the Town shall not lockout bargaining unit employees. The Town's failure to provide work for economic or operational reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

Section 7. The failure of the Town or the Union to insist in any one or more incidents, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or of the Union to future performance or any such terms or conditions, and the obligations of the Union or the Town to such future performance shall continue in full force and effect.

Article 32 Definitions

The definition of "employee" as pertains to this Agreement shall be any person in the service of the Town who receives compensation for such service or services, whether such person be employed or appointed. Specific categories of "Employee" are defined as follows:

Permanent Full-Time - Those employees whose employment is intended to provide a minimum of thirty-five (35) hours of work each normal work week averaged over a twelve (12) month period.

Permanent/Regular Part-Time - Those employees whose employment is intended to provide at least twenty (20) hours, but less than thirty-five (35) hours of work each normal work week for a period of at least six (6) months. This class of employees is entitled to all fringe benefits under this Agreement on a proportional basis: that is, this class of employees shall receive the proportion of such benefits calculated by dividing the employee's weekly hours of work by forty (40) unless otherwise stated in a specific section of this Agreement.

Limited/Regular Part-Time - Those employees whose employment is intended to provide less than twenty (20) hours of work each normal work week averaged over a six (6) month period. The rate of pay for this class of employees may be supplemented by a stipend of 20% of the base rate to compensate for the lack of fringe benefits.

Casual - Those employees who are appointed for sixty (60) days or less. Any temporary employee may be re-appointed for a maximum of sixty (60) additional days, and a maximum of one hundred and twenty (120) days may be credited against their probationary status. The rate of pay for any casual employee shall not exceed the rate of pay for the same job description/classification in the Agreement. This rate of pay may be supplemented by a stipend of 20% of the base rate to compensate a casual employee for the lack of fringe benefits.

Any Employee who works an average of less than twenty (20) hours per week shall receive no benefits under this agreement.

Seniority - shall mean continuous, uninterrupted employment with the Town in a position covered under the terms and conditions of Article 2 of this Agreement as may, from time to time, be amended. Upon successful completion of the probationary period, seniority and all rights under this Agreement will accrue retroactively to the employee's initial date of hire, except where this Agreement specifically provides that a right commences on successful completion of the probationary period.

Seniority will be lost when an employee:

- a) terminates voluntarily;
- b) is discharged for just cause; or,
- c) failure to respond to recall as set forth in Article 8 hereof.

Continuous Service - shall mean continuous, uninterrupted employment with the Town of Ashland for the stated period of time. Interruptions due to leave authorized by this Agreement (sick leave, vacation leave, personal leave, bereavement leave, jury leave, family and medical leave, military leave, union leave or holidays), unless specifically stated otherwise, shall not cause a break in continuous, uninterrupted service for the purpose of this definition.

Article 33
Duration of Agreement

The within Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect through June 30, 2021. On or before October 1, 2020, either party may require the other in writing to negotiate a new contract or agreement. Within a reasonable time after delivery of such notice, the parties shall meet to negotiate a new agreement. In the event that such new agreement has not been executed prior to June 30, 2021 the parties agree to be bound by the terms and provisions of the within Agreement pending completion of negotiations.

IN WITNESS WHEREOF, the parties named hereunto set their hands on this, the ____ day of _____ 2020.

FOR THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (U. A. W.):

Patti Nardini

Rosalie Porter

Terry Capen

C.J. Barber, Business Agent
UAW Local 1596

FOR THE TOWN OF ASHLAND:

Michael Herbert, Town Manager

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