

TOWN OF CHATHAM  
AND  
CHATHAM MANAGER'S ASSOCIATION (CMA)

Collective Bargaining Agreement

July 1, 2018 to June 30, 2021

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## **Preamble**

The Town of Chatham, hereinafter referred to as the "Town" and The Chatham Manager's Association, ("Association"), as described in Article 1 – Recognition hereinafter referred to as the "Association" hereby agree as follows, pursuant to Chapter 150E of the General Laws.

### **Article 1 – Recognition**

The Town of Chatham (hereafter "Town" or "Employer") hereby recognizes the Chatham Manager's Association (hereafter "Association") as the exclusive bargaining representative pursuant to Massachusetts General Laws Chapter 150E, for the following job classifications: Director of Natural Resources; Director of Parks and Recreation; Director, Council on Aging; Principal Projects and Operations Administrator; Assistant Town Accountant/Assistant Finance Director; and Superintendent, Department of Public Works, excludes all other titles.

### **Article 2- Employee Definition**

The Town and the Association recognize that the employees covered by this agreement are considered "exempt" from the Fair Labor Standards Act ("FSLA") as professional or administrative employees and not entitled to overtime under the FSLA or Massachusetts General Laws Chapter 149. The parties acknowledge Article 7 in making this declaration.

### **Article 3-Management Rights**

3.0 The Employer shall not be deemed to be limited in any way by this Agreement in its exercise of its managerial rights, functions or prerogatives. It is the exclusive right of the Employer to determine its mission, to set standards of services to be offered to the public, to exercise control and discretion over its organization and operations, to determine the methods, means and personnel by which the Employer's operations are to be conducted and to determine the merits, necessity or organization of any service provided by the Town.

3.1 Employer retains all powers and authority not expressly abridged, modified or articulated expressly in this Agreement. By way of example, but not limitation, the employer retains the following rights:

1. To determine mission, budget and policy;
2. To determine organization of its Departments, the number of employees, the work functions and the technology of performing them;
3. To determine the numbers, types and grades of positions or employees assigned to an organizational unit, work project, tour of duty, or to any location, task, vehicle or building;
4. To supervise, manage, direct and assign employees;
5. To establish, abolish, divide or combine classes of positions;

6. The right to hire, promote or transfer employees;
7. To set expectations of employees in his or her work performance;
8. To determine the equipment to be used;
9. To establish qualifications for ability to perform work in classes or ratings;
10. To establish or modify work schedules and shift schedules after consultation with the Association;
11. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
12. To enforce existing rules and regulations for the governance of the various public functions and to add to or modify such regulations after consultation with the Association;
13. To alter or amend job descriptions and assignments from time to time as operational efficiency may require; and
14. To lay off due to lack of funds or for any other legitimate or lawful reason.

3.2 Except as expressly provided in this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the various Departments shall be final and binding and shall not be subject to the grievance provisions of this agreement.

3.3 The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects whether or not included in this Agreement. Accordingly, as to any such matter over which the agreement is silent, the Town retains the right to make changes unilaterally without prior consultation or negotiation with the Association. In the event of such change, the Employer will endeavor, where practical, to give the Association advance notice of such changes.

3.4 The failure of the Employer to enforce, or insist upon, the performance of any term, condition or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition or provision.

#### **Article 4 – Association Business**

4.1 The Association shall provide the Town with a written designation of Association officials. The activities of the officers shall not interfere with their work for the Town and they shall obtain permission from the Town Manager and/or his/her designee to leave on Association business. Joint Labor-Management meetings called at a time agreed by both parties shall not result in a loss of pay on the part of the Association members requested to attend the meeting.

4.2 The Town shall provide a reasonable amount of space on its bulletin boards as well as use of the Town's E-mail for the posting of Association bulletins, but use of such bulletin boards &

e-mail shall be restricted and not contrary to the Town of Chatham's accepted e-mail communications policy for the following purposes:

- (a) Notice of Association meetings and activities;
- (b) Notice of elections and results;
- (c) Notice of appointments of Association representatives.

4.3 The Town shall provide access to the Association to use Town Facilities for the purpose of conducting Association business at no cost.

4.4 Association members who serve on the Bargaining team shall be given time off from work without loss of pay for the purposes of bargaining. The Association shall identify members of the bargaining team by written notice to the Town Manager prior to the start of collective bargaining.

4.5 The Town shall provide access to the Association to use office equipment for the purpose of conducting Association business, provided it does not interfere with the operations of the Town or the performance of work by the Association member.

#### **Article 5 – Payroll Deduction of Association Dues and Agency Service Fee**

5.1 **Payroll Deduction Fee:** In accordance with MGL, Chapter 180, Section 17A, and 17G, as amended, the Town agrees that Association Dues, as determined by the Association, shall be deducted biweekly from the paycheck of each Association Member who executes and remits to the Town Treasurer the CMA Membership and Dues Deductions Forms so authorizing such deduction. Such authorization shall remain in full force and effect as long as the employee remains in employment, or until sixty (60) days after notice in writing by an employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Association.

5.2 **Agency Service Fee:** In accordance with the provisions of MGL, Chapter 150E, Section 12, as amended, and the Rules and Regulations of the Massachusetts Department of Labor Relations, the Town agrees that within thirty (30) days following the commencement of employment, each employee who elects not to join or maintain membership in this Association shall be required to pay, as a condition of employment, a service fee to the Association in an amount that is authorized by M.G.L., Chapter 150E, Section 12.

All employees in the Bargaining Unit who are not Association Members shall, as a condition of employment, pay the Association, the exclusive bargaining agent and representative, an amount of money proportionate to the cost of collective bargaining and contract administration which shall be limited to an amount of money equal to the Association's regular and usual membership dues.

5.3 The Association shall keep the Town Treasurer updated as to the name of its authorized representative and the address to which the Association dues collections shall be remitted. The Town shall notify the Association within ten (10) days of any new employees or any employee moving from Association payer to Agency payer or from Agency payer to Association payer.

## **Article 6 – Discrimination**

6.1 In the administration of this Agreement, neither the Town nor the Association shall discriminate against any Employee for any reason, such as but not limited to, that Employee's race, color, sex, religion, national origin, sexual orientation, age, political or Association membership, or against qualified individuals with a disability.

6.2 Interpretation: This Article shall be interpreted in accordance with applicable Federal and State Law.

6.3 Reasonable Accommodation: In the administration of this Agreement, the Town and Association shall provide reasonable accommodations to qualified Employees with a disability and to Employees based upon their religious tenets. The need and extent of such accommodations shall be determined by the Town in accordance with its interpretation of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of this Agreement.

## **Article 7 – Harassment**

The Town of Chatham shall not tolerate, condone nor promote any form of physical, slanderous, or political harassment, or other form of conduct that shall create a hostile, intimidating, or otherwise offensive work environment. Manifestations may include, but not limited to, threats to job security or physical well-being, expressed openly or implied; written or visual material of prurient interest; unwelcome sexual advances or requests for sexual favors; acts deemed by the employee to be threatening due to the employee's political or religious beliefs, gender, race, color, creed or national origin, sexual orientation, age and membership affiliations or disabilities. Any suspected incident of harassment or hostile work environment should be reported to the employee's immediate supervisor and the Human Resources Department. An investigation will be conducted by the Human Resources Department and any other agencies as necessary. Should the suspected incident be confirmed, Management has the right to discipline the offending employee up to and including termination of employment depending on the severity of the incident. The offending employee or offended employee has the right of grievance and arbitration to the extent specified under Article 10 of this document.

The Town will not condone or tolerate any interference on the part of any elected or appointed official(s) during the execution of the employee's lawful responsibilities.

## **Article 8 – Severability**

If any of the provisions of this Agreement shall be held unconstitutional or held invalid, by any court of competent jurisdiction, the decision of such court shall not affect or impair the remaining provisions of this Agreement.

## **Article 9 – Stability of Agreement**

9.1 No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto unless made and executed in writing by both parties.

9.2 The failure of the Town or the Association to insist, in any one or more situations, upon performance of any terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Association to future performance of any such term or provision(s) and the rights and obligations of the Association and the Town to such future performance shall continue in full force and effect.

## **Article 10 – Grievance and Arbitration Procedure**

### **Step 1**

A grievance must contain the name(s) of the aggrieved employee(s), date of alleged violation, section(s) of Agreement allegedly violated, facts upon which the grievance is based and remedy sought.

Grievances must start Step 1 process within seven (7) calendar days of the occurrence or non-occurrence of the act or condition upon which they are based. The employee and or the Association Representative shall first present grievances to Human Resources Director and an earnest effort shall be made to adjust the grievance in an informal manner.

The Human Resources Director has seven (7) calendar days to answer the grievance. Where Human Resources Director fails to respond in writing within the required seven (7) calendar days, the grievance shall be deemed to have been denied and recourse may then be had to Step 2.

### **Step 2**

If a grievance is eligible for this Step 2 procedure, the written grievance, together with the answer of the Human Resources Director, if any, shall be submitted by the Association to the Town Manager within ten (10) calendar days after the seven (7) calendar day period referred to in Step 1.

The Town Manager and the Association shall meet within fourteen (14) calendar days after such submission and shall attempt to settle the grievance. The Town Manager shall answer the grievance in writing within seven (7) days.

### **Step 3**

If the grievance is not adjusted to the satisfaction of either party during the Step 2 process or no answer is received, the grievance may, within fifteen (15) calendar days after the meeting with the Town Manager be filed by either party for arbitration to a single arbitrator mutually agreed to be the parties or the American Arbitration Association.

The Arbitrator shall have no power to add to, subtract from, alter or modify this Agreement, nor to grant to either party, matters which were not obtained in the bargaining process, nor to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement nor to grant pay retroactively for more than seven (7) calendar days prior to the date a grievance

was submitted at Step 1. In addition, the Arbitrator shall have no power to decide matters not submitted, nor to fail to decide matters jointly submitted.

Neither the submission of questions of arbitrability to any Arbitrator in the first instance nor any voluntary submission shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability, nor to restrict the authority of a court of competent jurisdiction to construe any such award as contravening the public interest.

Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance arbitration procedure:

Dismissal or discipline of employees during the probationary period;

Layoff or non-disciplinary termination of employment;

Classification and pay grade for newly created jobs;

Compliance with health and safety standards;

Performance Evaluations, unless the appraisal results in a demotion, suspension or termination;

Any matter involving the exercise of management rights not otherwise restricted by provisions of this Agreement;

Any grievance not processed in accordance with the time limits or other provisions of this Article; and

Any incident which occurred or failed to occur prior to the effective date of the Agreement.

On grievances when arbitrability has been raised by either party as an issue prior to the actual appointment of the Arbitrator, a separate Arbitrator may be appointed at the request of either party to determine the issue of arbitrability.

The Arbitrator shall render a decision in writing no later than thirty (30) days after the conclusion of the hearing or the filing of briefs, whichever is later, unless the parties jointly agree otherwise.

The decision of the Arbitrator shall be final and binding upon the parties to this Agreement. Each party thereto shall bear the expense of preparing and presenting its own case. The expense and fees of the Arbitrator shall be shared equally by the parties.

The Town may also use the grievance procedure to bring a grievance against the Association. When so employed, the procedure shall start with Step 2 and shall substitute the Association. The meeting contemplated by the procedure shall take place within fourteen (14) days of submission of its grievance by the Town.

Bargaining unit members shall not be disciplined or discharged except for just cause.

### Article 11 – Longevity and Recognition Payment

11.1 Definition: Except as may be otherwise specified in this Agreement, longevity shall be defined as length of continuous service with the Town. Longevity shall be acquired by permanent full-time Employees covered by this contract after completion of the twelve month probationary training period, at which time longevity shall be retroactive to the first day of employment.

11.2 Accumulation: Longevity shall accumulate during absence because of illness, vacation or other authorized leave or layoff for not more than twenty-four (24) months. Employees who are absent from the service of the Town due to a workers' compensation injury shall accumulate longevity.

11.3 Break in Longevity: Longevity shall be broken when an Employee:

- (a) Terminates voluntarily;
- (b) Is discharged;
- (c) Exceeds an authorized leave of absence; or
- (d) Is laid off for a period in excess of twenty-four (24) months.

11.4 Full-time employees shall receive a lump-sum payment, separate and apart from base pay, based upon their years of service to the Town of Chatham. The Longevity Payments shall be made on the payroll immediately following the employee's anniversary date of hire as follows:

Upon completion of 6 years of experience	\$250
Upon completion of 7 years of experience	\$300
Upon completion of 8 years of experience	\$350
Upon completion of 9 years of experience	\$425
Upon completion of 10 years of experience	\$500
Upon completion of 11 years of experience	\$600
Upon completion of 12 years of experience	\$700
Upon completion of 13 years of experience	\$800
Upon completion of 14 years of experience	\$900
Upon completion of 15 years of experience	\$1,000
Upon completion of 16 years of experience	\$1,100
Upon completion of 17 years of experience	\$1,200
Upon completion of 18 years of experience	\$1,300
Upon completion of 19 years of experience	\$1,400
Upon completion of 20 years of experience	\$1,500
Upon completion of 21 years of experience	\$1,600
Upon completion of 22 years of experience	\$1,700
Upon completion of 23 years of experience	\$1,800
Upon completion of 24 years of experience	\$1,900
Upon completion of 25 years of experience or more	\$2,000

11.5 Association employees hired after May 1, 2013 will be subject to the following Longevity schedule:

Upon completion of 10 years of experience	\$300
Upon completion of 11 years of experience	\$300
Upon completion of 12 years of experience	\$300
Upon completion of 13 years of experience	\$300
Upon completion of 14 years of experience	\$300
Upon completion of 15 years of experience	\$400
Upon completion of 16 years of experience	\$400
Upon completion of 17 years of experience	\$400
Upon completion of 18 years of experience	\$400
Upon completion of 19 years of experience	\$400
Upon completion of 20 years of experience	\$500
Upon completion of 21 years of experience	\$500
Upon completion of 22 years of experience	\$500
Upon completion of 23 years of experience	\$500
Upon completion of 24 years of experience	\$500
Upon completion of 25 years of experience or more	\$1000

#### **Article 12 – Layoffs**

The Town will provide the employee at least sixty (60) days of notice prior to issuing a layoff notice.

#### **Article 13 – Classification and Compensation**

13.1 Effective July 1, 2018, employees shall receive a Cost of Living Adjustment (COLA) that shall be based upon the Local Municipal Revenue Growth Factor (LMRGF), an analysis of the increase or decrease in local receipts, which shall include Motor Vehicle Excise tax, Other Excise<sup>1</sup>, Penalties and Interest in Taxes and Excise, Payments in Lieu of Taxes (PILOT), Fines and Forfeits, Investment Income, Medicaid, and Miscellaneous Recurring<sup>2</sup> income. Each of the foregoing descriptions for these revenue accounts are shown on Town of Chatham financial documents, and the amounts in these revenue accounts has been and will continue to be certified by the Massachusetts Department of Revenue at the close of each fiscal year.

If the growth in the total balances of the foregoing accounts is 0%, or if revenues in the total of those accounts decline, there shall be no COLA for the following year. If the balance in the total of these revenue accounts increases, the COLA for the following year shall increase by that percentage of growth, up to a maximum of 3% for any given fiscal year.

LMRG for Fiscal Year 19 (Effective July 1, 2018) is 2.96%

LMRG for Fiscal Year 20 (Effective July 1, 2019) is to be determined

LMRG for Fiscal Year 21 (Effective July 1, 2017) is to be determined

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<sup>1</sup> Room Occupancy, Boat Excise, and Local Meals Tax

<sup>2</sup> Includes items such as optical machines, microloan, prior year refunds

The classification and compensation schedule is attached hereto as Appendix A and incorporated by reference herein.

13.2. The parties acknowledge that in the event an employee is temporarily or permanently assigned by the Town Manager to additional duties or is designated to the "Acting" status of another title, the Town Manager shall meet with the employee and the Association to discuss such additional duties with consideration for compensation and/or other accommodations within fourteen (14) days.

13.3 The parties acknowledge Management's right to place a new employee on any step higher than step 1 upon hire.

#### 13.4 Pay Increases — Adjustments and Merits

An employee in continuous full-time service shall receive a pay adjustment from his or her present pay step to the next higher pay step, providing (s)he has a satisfactory performance rating or better, using the employee evaluation process contained herein:

- (a) After completion of one year of continuous service.
- (b) Thereafter, one year from the date of his/her previous increase until the maximum is reached.

#### 13.5 Professional Growth Recognition Pay

Professional Growth Recognition Pay may be granted to an employee who enhances his or her position and the professional strength of Town government by the successful, documented receipt of a college degree, professional certification, license, or related combination of special training and achievement.

In order to be eligible for Professional Growth Recognition pay, an employee must first receive: (1) prior written approval of the employee's Department Head, if applicable (2) prior written approval of the Town Manager.

Professional Growth Recognition pay is intended to compensate employees who have enhanced his or her position and the professional strength of Town government by the successful, documented receipt of a college degree, professional certification or license or related combination of special training and achievement.

In the event that an employee receives all requisite approvals, a pay adjustment shall be awarded in the amount equal to one Pay Step. Should said employee already be at the top Pay Step for the position held, the equivalent of a one step pay increase will be awarded.

All pay adjustments provided for professional growth recognition pay shall be contingent upon funding.

Parties agree to meet to discuss any further clarifications to the process as delineated above.

### 13.6 Education Assistance

With prior approval of the Town Manager, subject to appropriation of funds for this purpose, permanent employees of the Town shall be entitled to reimbursement for authorized costs incurred for education training which enhances an employee's credentials and ability to perform his/her work by being related to the work performed by the position or other positions within the discipline. The employee must have at least one year of continuous employment with the Town prior to applying for reimbursement. The employee is expected to continue employment with the Town for at least one year after receiving educational assistance or shall be subject to reimbursing all assistance amounts to the Town.

- (a) Application for reimbursable course work should be made through the employee's Department Head or Town Manager as applicable prior to taking the course(s) of study.
- (b) Approved courses shall be taken at a Massachusetts University, State or Community College, or other recognized accredited institution.
- (c) Evidence of a minimum course grade of "B" or its equivalent must be attained to qualify for reimbursement.
- (d) Reimbursement shall be at the rate of 100% of the expended and documented costs for course related fees, books, and tuition but excluding travel related costs with a cap of \$2,000 per person per fiscal year.

Courses of study reimbursable under this program shall be conducted outside the employee's scheduled hours of work. Flexibility in scheduling work hours may be made at the discretion of the Department Head or Town Manager based on the needs of the Town.

### **Article 14 - Performance Appraisal**

All employees shall be deemed to be on probation for a period of twelve (12) months from date of appointment. A performance review shall be conducted on or before the six (6) month date of service by the Department Head in conjunction with the Human Resources Director - or Town Manager for Department Heads.

#### DEPARTMENT HEAD PERFORMANCE:

14.1 Performance Appraisal: The Town Manager has developed and adopted a system of appraising the performance of Department Heads in the classified service for purposes of Department Head development and improving work performance.

14.2 Annual Departmental Goals & Objectives: Department Heads, in conjunction with the Town Manager, will establish annual departmental goals and objectives ("Goals and Objectives"), consistent with the Town's Goals, and in accordance with the following process and estimated target dates. The parties recognize that these dates made adjusted with consent from the Town Manager and the employee.

June/July – Department Heads will complete a Goals & Objectives form provided by the Town Manager's office, which will identify and layout a number of specific departmental goals for the new fiscal year.

July/August – Department Heads will meet as a group with the Town Manager in an informal workshop setting to discuss Town-wide goals and objectives for the fiscal year, and how their departments can support those goals.

August/September – Department Heads will meet individually with the Town Manager to finalize their goals and objectives for the fiscal year.

January – Department Heads will provide the Town Manager with a list of potential departmental Goals & Objectives for the next fiscal year, which will be included in the Town Manager's Recommended Budget document.

March/April – Department Heads will complete a Goals & Objectives Update form provided by the Town Manager's office. This form will contain sections for the Department Head to provide a progress update on his/her departmental goals for the current fiscal year; how he/she has supported the Town-wide goals for the current fiscal year; and outlining new/ongoing issues and challenges of his/her department.

May/June – Department Heads will meet individually with the Town Manager to review his/her Goals & Objectives Update, and to discuss departmental priorities for the new fiscal year.

14.3 Goal-based Achievement: It is the intent of the Town to develop a system to positively recognize the progression towards accomplishment of annual Departmental Goals and Objectives. Prior to implementation of any Goal-based Achievement recognition, the parties will meet and bargain.

#### FOR NON-DEPARTMENT HEAD PERFORMANCE

To enhance communication, to build greater understanding in employee/supervisor relations, and work toward advancement of individual development, a program to conduct annual reviews of each employee's performance shall be in place and occur at least one time during each fiscal year. The appraisal shall focus on but not be limited to,

- a. The employee's success or lack of in achieving agreed-upon objectives;
- b. Developmental plans for performance improvement;
- c. Mutual understanding of programs to achieve the employee's growth goals and career aspirations; and
- d. Decisions on complimentary programs of on-the-job and off-the-job training and development. Employees shall be given a copy of said review and an opportunity to comment in writing regarding the review. Employee's comments shall also be filed in his or her personnel record.

A copy of a written appraisal shall be prepared relative to each discussion, to be made available to the employee, and become part of the employee's official personnel record. Appraisal

discussions shall be conducted with final approval and delivery by Town Manager or the Department Head. Disagreements in reaching consensus between the employee and supervisor are subject to the grievance process in Article 10, but shall not be eligible for arbitration under Article 10, unless the appraisal results in demotion, suspension or termination.

### **Article 15 - Hours of Work**

#### **15.1 Classification of Employees**

- a. **Managerial Group** – The titles of Director of Natural Resources; Director of Parks and Recreation; Director, Council on Aging; and Principal Projects and Operations Administrator are considered in the “managerial group” and are not entitled to overtime compensation or compensatory leave. Employees in this group shall receive an additional five days of time off with pay or compensation to be earned at the rate of one-half day per month not to exceed five days in a twelve month period. Any unused portion of the time off with pay may be converted at the end of the twelve month period to a lump sum commensurate with the employee’s daily equivalent of pay as of June 30<sup>th</sup>.
- b. **Administrative, Professional, or Supervisory Group** – The titles of Assistant Town Accountant/Assistant Finance Director and DPW Superintendent are classified as “Administrative/Professional” and not entitled to overtime compensation. For time worked outside of the employee’s normal hours of work, he or she is entitled to take compensatory time off as approved by the employee’s Department Head.

### **Article 16 - Compensatory and Flex Time**

#### **Compensatory Time (Assistant Town Accountant/Assistant Finance Director and DPW Superintendent):**

16.1 The parties acknowledge that the titles of Assistant Town Accountant and DPW Superintendent do not receive monetary reimbursement for hours worked beyond normal work hours per week and shall instead receive compensatory time off from work equal to time and one half (1½).

16.2 Compensatory time may be accrued up to a maximum of forty (40) hours.

16.3 When compensatory time is taken, it may be at the request of the employee with approval by the Department Head. Compensatory time may be taken in hourly increments.

#### **Flex Time (Department Heads):**

16.4 **Department Head Flex Time:** The parties acknowledge that Department Heads are not entitled to overtime compensation or compensatory time off under the Fair Labor Standards Act. In consideration of the Department Head’s attendance at various meetings scheduled outside the normal core hours of 8AM-4PM, the parties agree that Department Heads shall be entitled, with approval of the Town Manager, to utilize “Department Head Flex Time.” Department Heads

shall seek prior approval from the Town Manager when four (4) or more consecutive hours are requested at one time.

The parties acknowledge that the use of Department Head Flex Time shall not be utilized for sick time/Doctor's appointments.

16.5 It shall be the responsibility of the employee to maintain individual records of compensatory and Department Head flex hours and submit the information to his/her supervisor or Town Manager.

16.6 The parties acknowledge that it is the responsibility of the Department Head to maintain a list of department employees who earn and are currently owed compensatory time and the number of hours of compensatory time owed.

#### **Article 17 – Inclement Weather Clause**

17.1 Working Conditions: Except in the cases of emergency, when the temperature becomes oppressive, either excessively hot or cold, the continuance of work for the duration of the shift shall be at the discretion of the Department Head after consultation with the Town Manager. Should the Department Head order the suspension of work for the remainder of the shift, the employees so relieved shall be paid straight time rates to the end of the shift. However, the Department Head may reassign the employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from oppressive work conditions.

17.2 The parties agree to develop a list of essential and non-essential personnel in the bargaining unit and further agree that non-essential personnel shall not be required to report to work when there is a ban on all travel declared in Barnstable County by the Governor and/or in the event the Town Manager deems it unsafe to travel to Town Offices.

#### **Article 18 – Paid Holidays**

18.1 The following days shall be considered paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

18.2 Holidays falling on a Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated on the proceeding Friday.

#### **Article 19 - Vacation Leave**

19.1 Accrual rates are based on the employees' hire/anniversary date:

- (a) All benefit eligible employees with less than five (5) years of service covered under this agreement shall accrue vacation leave at .833 days per month of service, equaling 10 vacation days per year.
- (b) All benefit eligible employees covered under this agreement with more than five (5) years but fewer than ten (10) years of service shall accrue vacation leave at 1.25 days per month of service, equaling 15 vacation days per year.
- (c) All benefit eligible employees covered under this agreement with more than ten (10) but fewer than fifteen (15) years of service shall accrue vacation leave at 1.66 days per month of service, equaling 20 vacation days per year.
- (d) Effective July 1, 2017, all benefit eligible employees with more than fifteen (15) years of service covered under this agreement shall accrue vacation leave at 2.09 days per month of service, equaling 25 vacation days per year.
- (e) All Association members employed as of May 1, 2013 who currently receive 25 vacation days per year will continue to receive 25 vacation days per year.

19.2 Vacation leave may be taken at any time during the year, subject to the limitations set forth in the preceding paragraphs, with the approval of the employee's Department Head or Town Manager. All vacation requests shall be approved or denied as soon as possible, but within 10 days of when the Department Head or Town Manager receives the request

An employee may use vacation leave prior to accrual with the approval of the Town Manager or Employee's Department Head. However, the parties agree that in the event an employee separates from employment and "owes" the Town vacation time, the Town may recoup this amount in the employees final pay check.

19.3 Upon termination of employment, other than discharge for cause, the employee shall be paid for current accrued vacation, including the month in which the employment is terminated.

19.4 Upon the death of an employee who is eligible for vacation, payment entitlement for vacation earned but not taken shall be made to the estate of the deceased.

19.5 Effective June 30, 2019, employees shall only be allowed to "carry over" a maximum of ten (10) total vacation days into the next Fiscal Year which begins on July 1.

19.6 In the event an employee is absent for a period of more than six (6) months, he/she shall cease to accrue vacation under this Article.

#### **Article 20 – Personal Leave**

A full-time employee in continuous service shall be eligible to receive two (2) Personal days with pay per each fiscal year. A Personal Day may be taken only with the approval of the employee's Department Head. Personal Days may be taken in hourly increments. Personal Days are non-cumulative, and must be used on or before June 30 of each year as there is no carry-over or cash-out provision.

## Article 21 – Sick Leave

The following shall govern sick leave for regular full-time benefit eligible employees in continuous service with the Town.

21.1 An employee in continuous employment shall accrue one and one quarter (1.25) days for each month for a total of fifteen (15) days sick leave within each fiscal year. Sick Leave may be taken in hourly increments.

21.2 An employee in continuous employment shall annually be credited with the unused portion of sick leave granted under subsection 21.1 up to a maximum of 160 days.

21.3 When necessary, sick leave may be used by an employee to take care of an ill member of their immediate family, domestic relationship or household, subject to the same provisions as in section 21.1 above. Immediate family shall consist of mother, father, brother, sister, spouse, partner, child, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, foster, step and/or adopted children.

21.4 Sick leave may be used for healthcare appointments with approval of the employee's Department Head.

21.5 Payments made under the provisions of this section to an employee who is receiving Workers' Compensation payments shall be limited to the difference between the amount paid in Workers' Compensation and the employee's regular rate. These payments which are to be made by the Town shall continue for not more than six months unless extended beyond that period by the Town Manager.

21.6 Upon death, retirement, or voluntary resignation, payment shall be made of twenty-five (25) percent of accumulated sick leave. Employees hired after May 1, 2013 shall not be paid for their accumulated and unused sick time upon their death, retirement or voluntary separation of service.

21.7 Employees who have reached the maximum of one hundred sixty (160) days accumulation and who have not used any sick leave during a six-month period ending either December 31 or June 30 shall be entitled to convert two days of sick leave (2/10 of the employee's biweekly pay) to a sum commensurate with the employee's regular rate of pay.

21.8 Effective upon ratification of this contract, an employee shall earn one (1) additional personal leave day for each six (6) month period where no sick leave is used. This would allow for a maximum of four (4) personal leave days in a fiscal year to be used within six (6) month of being earned. The earning of these additional days will be based upon calendar year (i.e. January 1<sup>st</sup> – June 30<sup>th</sup> and July 1<sup>st</sup> through December 31<sup>st</sup>).

21.9 A signed doctors' note may be requested upon absence of more than three (3) consecutive days or if a significant pattern has been identified.

21.10 Employees who have been warned that their sick leave use has created a pattern of abuse may be disciplined upon continued abuse of sick leave. Patterns of abuse may consist of, but are not limited to, single day absences before or after regularly scheduled days off, weekends and/or holidays.

#### **Article 22 – Sick Donation**

The Town shall allow employees covered by this Agreement to donate sick time up to fifteen (15) days to another employee covered by this agreement in the event he or she is suffering from a serious health condition and has exhausted all of his or her accrued time (sick, vacation, and personal). Such donation shall be requested through the Human Resources Director.

#### **Article 23 – Workers’ Compensation**

23.1 The Town shall provide Workers’ Compensation insurance for all Employees covered by the Agreement. The employment rights for Employees on Worker’s Compensation shall be in accordance with M.G.L. Chapter 152 & 75A. Employment rights for Employees who receive lump sum settlements shall be in accordance with M.G.L. Chapter 152 & 48, and all other General Laws and regulations relative thereto.

#### **Article 24 – Bereavement Leave**

24.1 Bereavement leave is intended to give employees time to arrange and attend services and attend to personal and family matters.

24.2 Bereavement Leave permits eligible employees to take time off from work with regular pay for up to five (5) business days for the purpose of bereavement of immediate family members. Immediate family shall consist of mother, father, brother, sister, spouse, domestic partner, child, step or adopted child.

24.3 Bereavement Leave permits eligible employees to take time off from work with regular pay for up to three (3) business days for the purpose of bereavement of grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew.

#### **Article 25 – Family and Medical Leave Act**

In accordance with the Federal Law, all eligible employees are entitled to take up to twelve (12) weeks of time from work during a twelve (12) month period of time under the Family and Medical Leave Act.

#### **Article 26 – Jury Duty, Leave of Absence**

26.1 Jury Duty

An employee called for jury duty shall be paid by the Town in full for regular working schedule. The Town will not reimburse travel expenses.

## 26.2 Leave of Absence

Leave without pay to enable an employee to resolve a pressing personal situation may be granted with the approval of the Town Manager. During a Leave of Absence without pay, an Employee shall not accumulate vacation leave, sick leave or longevity credits. All other employee rights & privileges continue.

26.3 Military Leave: Employees shall be granted military leave in accordance with the provisions of General Laws, Chapter 33, Section 59.

## **Article 27 – Mileage Reimbursement for Town Business**

27.1 Employees shall be paid a mileage allowance for the authorized use of a personal motor vehicle on Town business at the rate prescribed by the Internal Revenue Service.

## **Article 28 – Group Medical Insurance & Benefits**

28.1 For all employees hired prior to May 1, 2013 the Town's share of the premiums for any non-voluntary group medical insurance benefits shall be 70%, and the employee's share of the cost of said premium shall be 30%.

28.2 For all employees hired after May 1, 2013 the Town's share of the premiums for any non-voluntary group medical insurance benefits shall be 65%, and the employee's share of the cost of said premium shall be 35%.

28.3 Employees covered by this agreement are covered by the employee benefits outlined in Appendix B.

## **Article 29 – Employee Personnel Files**

29.1 No material originating from and/or prepared by the Town relating to an employee's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to read the material. This same requirement shall apply to material originating from a source other than the Town concerning the conduct, service, character or personality of an employee except where said personnel record includes information of a personal nature about a person other than the employee and disclosure of the information would constitute a clearly unwarranted invasion of such other person's privacy. This will be interpreted in accordance with applicable MGL Chapter 149, Section 52C.

29.2 In the event of a public request for information in the personnel file, that employee will be notified of such request.

29.3 Any employee, upon request to review his/her personnel record, may do so, at a mutually convenient time, in the presence of the Town Manager, or their designee, within 5 business days of original request and not be subject to limitation on number of requests.

### **Article 30 – Direct Deposit and Payroll Schedule**

30.1 Direct Deposit - Effective July 1, 2013 all employees shall participate in Town's Automatic Deposit program for paychecks.

30.2 All eligible members of CMA will be on the updated payroll schedule by July 1, 2017.

### **Article 31 - Drug and Alcohol**

31.1 Employees may not report for work or stay at work while impaired.

31.2 If the Town determines an individual was impaired at work, in the first instance, he or she will be referred to the Employee Assistance Program and issued a treatment plan.

31.3 If the Employee does not comply with the treatment plan and/or comes to work again impaired, he or she shall be subject to progressive discipline up to and including discharge.

### **Article 32 - Duration**

32.1 This agreement shall be effective from July 1, 2018 through June 30, 2021 and shall continue in full force and effect until superseded by a new contract.

### **Article 33- Outside Employment**

33.1 Department Heads of the Town may not engage in outside business activities while on duty nor may Town property be used for any purpose other than official functions of the Town of Chatham.

### **Article 34-Attendance at Work**

34.1 Attendance at Work: A Department Head shall be in attendance for work for which she/he is assigned in accordance with accepted practice. Each Department Head shall maintain daily attendance records of its Department which shall be reported on a bi-weekly basis to the payroll office on the dates and in the manner prescribed by the Town Manager.

### **Article 35-Pecuniary Interest**

35.1 Pecuniary Interests: No Department Head of the Town shall have a direct or indirect financial interest in any contract with the Town or be financially interested directly or indirectly in the sale of Town land, materials, supplies, or services, except on behalf of the Town as an officer or Department Head.

Chatham Manager's Association:

L. W. [Signature]  
[Signature]

06/25/18

Date

Town of Chatham:

Dean B. Nicastro  
[Signature]  
Pete K. Coats  
Sharon Davis  
Jeffrey S. [Signature]  
June 25, 2018

Date

**Appendix A – CMA Classification and Compensation Schedules**

**Classification Schedule**

<u>TITLE</u>	<u>GRADE</u>	<u>DEPT. HEAD PAY</u>
Director of Natural Resources	15	Yes
Director of Parks & Recreation	15	Yes
Principal Projects & Operations Administrator	12	Yes
Asst. Town Accountant/Asst. Finance Director	9	No
Director Council on Aging	8	Yes
DPW Superintendent	8	No

**Compensation Schedule 7-1-2018 (FY2019)**

**Appendix B – Employee Benefits**

Group Health Insurance  
Group Dental Insurance  
Basic Life Insurance  
Voluntary Eye Care Insurance  
Voluntary Supplemental Life Insurance  
Voluntary 457(B) Deferred Compensation Plan  
Employee Assistance Program  
Health Care Flexible Spending Account  
Dependent Care Flexible Spending Account  
Sick Donation  
Paid Sick Leave  
Paid Vacation Leave  
Family Medical Leave Act  
Bereavement Leave  
Leave of Absence  
Military Leave of Absence  
Jury Duty Leave of Absence  
Educational Assistance