



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**TOWN OF LANCASTER**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, AFL-CIO  
LOCAL 3720**

**(CLERICAL UNIT)**

**JULY 1, 2023 THROUGH JUNE 30, 2026**

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## **ARTICLE 1 UNION RECOGNITION**

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining for full-time and regular part-time employees of the Town of Lancaster in the following titles: Assistant Town Accountant, Assistant Assessor, Assistant Treasurer, Assistant Collector, Department Assistants (Human Resource and Treasurer/Collector), Information Officer & Assistant Clerk, Facility Maintenance Specialist, Building Custodian, Administrative Assistant for Community Development and Planning, Local Building Inspector, Administrative Assistant for the Department of Public Works, Youth Services Librarian, Senior Library Technician/Office Manager, Special Collections Assistant/Library, Library Associate, Facility Maintenance Worker. Unless otherwise specified in this Agreement, Town Personnel By-Laws, and employee policies control. Applicability of Benefits are outlined within the Personnel Policies and Procedures specified and authorized within the Personnel by-law approved at May 2023 Annual Town Meeting, Article #7 shall define employee benefit eligibility.

## **ARTICLE 2 UNION DUES**

**Section 1.** The Town shall, for the duration of this Agreement, deduct regular periodic Union dues each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a roster of employees (which includes name, address, phone number, date of birth, hire date and position/title) who have such dues deducted along with the payment to the AFSCME Council 93 Business Office at 8 Beacon Street, 6<sup>th</sup> Floor Boston, MA. The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the AFSCME Council 93 Business Office, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

**Section 2.** The Treasurer of the Union, in writing, shall submit any changes in the dues schedule to the Employer at least one (1) month prior to the time of deduction.

**Section 3.** PEOPLE Deduction. The Town of Lancaster agrees to a voluntary deduction from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. 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 Town and the Union. The Town agrees to remit any deductions to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. The Union agrees to hold the Town harmless related to this deduction.

**Section 4.** The voluntary authorization for the deduction specified herein shall be as follows:

**Date:** \_\_\_\_\_  
**To:** Town Treasurer

## PAYROLL DEDUCTION AUTHORIZATION-DUES

Membership Application		
<b>American Federation of State, County and Municipal Employees</b> <b>Membership and Authorization for Dues Deduction</b>		
<input type="checkbox"/> New Member      PLEASE PRINT LEGIBLY. <input type="checkbox"/> Re-commit		
Local Number	Employer	
Last Name	First Name	M.I.
Street Address		Apt. No.
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.		
Signature	Date	

### ARTICLE 2-A      AGENCY SERVICE FEE

**Section 1.** Bargaining unit members who are not members of the Union may volunteer to pay an agency service fee for purposes of a member in good standing (not to exceed local Union dues and subject to rebate in accordance with Union procedures) to the Union.

**Section 2.** The Town shall, for the duration of this Agreement, deduct voluntary regular periodic Agency Service Fees each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a list of employees who have such Agency Service Fees deducted along with the payment to the AFSCME Council 93 Business Office. 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 deduction of money for Agency Service Fees from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the AFSCME Council 93 Business Office, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

**Section 3.** The Treasurer of the Union, in writing, shall submit any changes in the Agency Service Fee schedule to the Employer at least one (1) month prior to the time of deduction.

**Section 4.** The Union will not involve the Town in any way (including but not limited to discipline or dismissal) in the collection of such voluntary agency fee and will indemnify and save the Town harmless from any involvement under this Article beyond the provisions of Sections 2 and 3 of this Article. The Union must comply with the regulations concerning Agency Service Fees promulgated by the Division of Labor Relations pursuant to M.G.L Chapter 150E, Section 12.

**Section 5.** The voluntary authorization for the deduction specified herein shall be as follows:

**Date:** \_\_\_\_\_  
**To:**      **Town Treasurer**

## **ARTICLE 3 PROBATIONARY PERIOD**

### **Section 1.**

Regular employees shall be considered ‘in-training’ during their first six months of service in a position. Employees may be released from their position at any time during their “in-training” period without the right to appeal such action through the Town's established grievance procedures. Prior to the end of the sixth (6) month training period, each employee's job performance will be reviewed by the Department Head to determine if they should continue in the position.

If extenuating circumstances exist, the Department Head may ask the Town Administrator to extend the in-training period for up to an additional six (6) months. Both new, transferred and/or promoted regular-status employees must complete an in-training period unless waived by the Town Administrator prior to the appointment.

**Section 2.** Employees may not remain in “in-training” status for more than twelve (12) months. If the employee has not satisfactorily completed their in-training or probationary period within the first twelve months of employment, the employee will be discharged from service.

**Section 3.** In the event a unit employee is promoted/transferred to another position covered by this CBA, but does not successfully complete their probationary period as defined in Sections 1 and 2 herein, they will have the option to return to their previous position without loss of seniority or benefits providing (a) the position remains open and unfilled and (b) the Department Head recommends that the individual be reappointed by the Town Administrator to their previous position. If the employees’ previous position is not open, a comparable position in an alternate area will be offered, if available.

**Section 4.** The employee, regardless of probationary or permanent status, at any time during his or her employment may be removed by a Department Head if it is revealed that the employee intentionally falsified information relating to the application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of the reasons for the termination and the effective date of the action. The Union or employee may not grieve or arbitrate the removal.

## **ARTICLE 4 SENIORITY**

**Section 1.** The Employer defines seniority as the length of continuous employment from the last date of full-time hire. Date of hire shall be defined as the first day of work. No rights or privileges shall accrue to employees based on seniority except as set forth in this Agreement.

**Section 2.** If an employee is promoted or demoted, volunteers or is forced to move to a different Department, their seniority will be carried with them if within the bargaining unit.

**Section 3.** Seniority shall be lost, and the employee terminated if:

- (a) The employee quits.
- (b) The employee is discharged, provided, however, if a permanent employee’s suspension or discharge is reversed under this Contract, there shall be no break in seniority.
- (c) The employee is suspended for more than thirty (30) days, the time of suspension is deducted from seniority earned, provided, however, if a permanent employee’s suspension is reversed under this Contract, there shall be no break in seniority.
- (d) A laid-off employee is not recalled within twelve (12) months.

- (e) An employee, without authorization, fails to return at the expiration of a leave of absence, including unpaid sick leave, provided, however, if the employee is physically unable to give notice to the Town, this clause shall not apply until he or she is able to do so.
- (f) An employee is absent from work without authorization for five (5) consecutive days provided, however, if the employee is physically unable to give notice to the Town, this clause shall not apply until he or she is able to do so.
- (g) The employee retires.

**Section 4.** The Employer shall be entitled to rely upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the Employer.

## **ARTICLE 5 GRIEVANCE AND ARBITRATION**

### **Section 1**     Definitions.

For purposes of this Article, a "grievance" shall be defined as an allegation by one party to the Collective Bargaining Agreement that the other party has violated a specific provision of the Contract. Additionally, the term "day" shall be construed to mean "calendar day" throughout this Article.

### **Section 2**     Informal Procedure.

An aggrieved employee and/or the Union may discuss the grievance and attempt to adjust the matter with the Department Head or his or her designee, within ten (10) days after the event arises upon which the grievance is based.

### **Section 3**     Formal Procedure.

**STEP 1.** If the grievance is not settled informally, the grievance shall be reduced to writing, signed by the employee and the Union and submitted to the Department Head within seven (7) days after the informal procedure has been concluded. If the informal procedure was not invoked, the grievance must be presented within ten (10) days after the event arises upon which the grievance is based. The Department Head shall respond, in writing, within seven (7) days of such submittal.

**STEP 2.** If not settled at Step 1, the grievance shall be filed in a written document signed by the employee and the Union with the Town Administrator within seven (7) days after receipt of the Step 1 answer. Such filing should include the alleged facts that serve as the basis for the grievance, the Articles alleged to be violated and the remedy sought. The Town Administrator shall, within twenty (20) days of the filing at this Step, discuss the matter with the Union and the Grievant and provide a written decision to the Union and the relevant. If the Department Head is the Town Administrator, then the grievance process shall commence at Step 1 and then go directly to Step 3.

**Step 3.** If the grievance is not resolved as a result of the written decision of the Town Administrator, the Union may present the grievance to the Select Board, provided, however, the grievance has been submitted within ten (10) days of receiving the answer at Step 2. The Select Board shall provide a written answer within fourteen (14) days from the date of the next scheduled Board meeting after the grievance was submitted for the Board's consideration.

**STEP 4.**

- (a) If the grievance is not resolved to the satisfaction of the Grievant at Step 3, the Grievant may submit the grievance to the Labor Relations Connection within thirty (30) days of the written Step 3 answer.
- (b) While awaiting arbitration, the parties, by mutual written agreement, may seek assistance from the Department of Labor Relations to mediate the matter short of arbitration. Resolution of the matter through mediation must be mutually acceptable to both parties in order to avoid arbitration.

**Section 4.** Arbitration Award and Authority of Arbitrator

The decision and award of the arbitrator shall be final and binding on the Town and the Union.

The arbitrator shall have no power to add to, subtract from, or modify this Agreement and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties, however, if the parties are unable to agree upon an issue at arbitration, the arbitrator will decide the issue.

The parties agree that no restrictions are intended on the rights and powers of the Town through this process except those specifically and directly set forth in the express language in specific provisions of this Agreement. The arbitrator shall arrive to an award solely upon the facts, evidence and contents as presented by the parties during the arbitration proceedings.

**Section 5.** Miscellaneous

A grievance that is not processed within the procedural timelines described above shall not be presented or considered on a later date. The last answer provided shall serve as the final resolution of the matter. Failure of the Town to answer the grievance at any step shall be construed by the Union as a denial. As such, if the Union elects to further pursue the grievance it must process the grievance to the next step within the timelines described from the last date that the Town's answer would have been due in order to preserve its rights to further recourse through this Article.

Parties may, by mutual written agreement, waive any steps or timelines in this procedure.

Parties agree to share equally the fees and expenses associated with mediation and/or arbitration.

Unless by mutual agreement, the parties agree that identical grievances will be processed by one grievance, the result of which shall be binding on the other grievance(s). Identical grievances herein refer to those arising out of a single incident.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME**

**Section 1.** One and one-half (1 ½) times the base hourly rate set forth in this Agreement shall be paid for hours actually worked in excess of forty (40) hours per week.

**Section 2.** No bargaining unit work shall be performed by non-bargaining unit members while bargaining unit members are available. A supervisor performing incidental bargaining unit work shall not be considered a violation of this Section. The Department Head or designee shall determine the employees needed to perform overtime duties.

**Section 3.** "Out of Classification" pay shall be assigned to unit employees required to work in a higher graded position upon authorization from the Town Administrator. Before a lower graded employee may be paid "Out of Classification" pay, the employee must be (a) qualified to perform the essential duties of the position, (b) assigned those duties by the Department Head (c) performed those duties for at least five (5) consecutive days and (d) have the pay rate change approved by the Town

Administrator. Pay begins on the employee's sixth (6<sup>th</sup>) day of work outside of their classification (paid retroactively from the 1<sup>st</sup> day) and are paid a rate which is set at the next closest (but higher) step in the relevant grade.

**Section 4.** If the Facility Maintenance Specialist is called in to work during other than normal or scheduled working hours for any reason shall be paid, regardless of how long they actually work, a minimum compensation of not less than four (4) hours at time and one-half provided, however, that such compensation shall not be included in the hours worked during the day or the week for purposes of calculating overtime except to the extent of time actually worked during such period.

Compensation under this Article is available when an employee is called in to report to duty before the start of his or her regularly scheduled shift, and he or she works until the regular shift commences. Compensation under this Article is not available when an employee is "held over" to work after the completion of his or her regular shift, or for regularly pre-scheduled work. Call-in or call-back is for a specific purpose.

## **ARTICLE 7 VACATION TIME**

**Section 1.** Vacation leave shall be granted on a fiscal year (July 1 to June 30) basis, based on the continuous service of an employee as of the beginning of a fiscal year in accordance with the following schedule:

- (a) An employee in continuous service of the Town for fewer than five (5) years at the beginning of any fiscal year (July 1) shall be entitled to ten (10) days of vacation leave with pay provided, however, an employee with less than one year of continuous service shall accrue vacation at the rate of one (1) vacation day per month up to a maximum of ten (10) days for the first year of service. Vacation leave shall begin to accrue from the date of hire.
- (b) An employee having completed five (5) years of continuous service as of the beginning of the fiscal year shall be entitled to fifteen (15) days of vacation with pay.
- (c) An employee having completed ten (10) years of continuous service as of the beginning of a fiscal year shall be entitled to twenty (20) days of vacation with pay.
- (d) Any employee having completed twenty (20) years of continuous service as of the beginning of a fiscal year shall be entitled to twenty-five (25) days of vacation with pay.

**Section 2.** Employees will be permitted to carry over ten (10) days of unused vacation time to the next fiscal year. At least five (5) days of carryover time must be used within the first 6 months of the next fiscal year (by December 31), or the employee risks a forfeiture of the time. The Department head shall authorize vacation leave at such times, in his or her opinion, to cause the least interference with the performance of regular work of the Town. Vacation leave shall not be unreasonably denied. Vacation leave may be granted in increments of not less than four (4) hours.

**Section 3.** Should circumstances arise where the employee is unable to take their allotted vacation time in the manner described in Sections 1 and 2 herein, the employee may petition the Town Administrator for an alternate arrangement which, if granted, would allow for the employee to retain their earned time off and/or schedule future time off consistent with the needs of the employee and/or the organization.

**Section 4.** Whenever employment is terminated by death, the estate of the deceased shall be paid an amount equal to the vacation allowance accrued in the vacation year prior to the employee's death but which the employee had not taken. In addition, payment shall be made for that portion of the vacation



allowance earned in any vacation year during which the employee died up to the time of his separation from the payroll.

**Section 5** Should a paid holiday occur during the employee's regularly scheduled workweek while the employee is on an authorized paid vacation, an additional day of vacation shall be allowed. Whenever a holiday falls on a day an employee is regularly scheduled to work and that individual is on paid leave, vacation or is legitimately ill, he or she shall only receive pay for the holiday and shall retain their sick, vacation or other paid leave balance for that time.

## **ARTICLE 8 BEREAVEMENT LEAVE**

**Section 1.** Bereavement leave, if necessary, shall be granted to all employed by the Town, not to exceed five (5) consecutive working days. Such leave may be granted only in the event of the death of the employee's parent, child, spouse, domestic partner, brother, sister or parent-in-law, stepchildren and for foster children living in the employee's household. Benefitted employees shall be granted a leave of absence with pay upon the death of a family member as defined by the Family and Medical Leave Act of 1993 "FMLA" Statute. Lancaster also permits bereavement leave for the death of a member of an employee's household which shall include anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family. Bereavement leave includes the day on which the death occurred and three (3) additional workdays. This leave may be used, at the option of the employee, within fourteen (14) calendar days from said death. In extraordinary circumstances, at the discretion of the Town Administrator, bereavement leave may be used after fourteen (14) calendar days from the date of death or for other persons not expressly outlined in the provisions above or outlined within the FMLA Statute.

**Section 2.** Absences for those persons not defined as "immediate family" may be granted at the discretion of the Department Head; however, an employee is expected to use their accrued vacation, sick or personal time. Exceptions to all bereavement leave clauses must be approved by the Town Administrator prior to taking leave.

**Section 3.** A "working day" is defined as Monday – Friday, excluding weekends and Town holidays. If employed by the Library, Saturday shall be considered a "working day" if the employee is scheduled to work a Saturday during the requested bereavement period.

## **ARTICLE 9 PERSONAL LEAVE**

Persons employed by the Town at the beginning of each fiscal year (July 1) shall be credited with three (3) days of paid personal leave which may be taken during the fiscal year at a time or times requested by the employee and approved by the employee's Department head. Personal leave balances are based upon the number of regularly scheduled hours an employee is assigned each week. For example, an employee who is regularly scheduled to work forty (40) hours per week is allotted twenty-four (24) hours (the equivalent of 3 'days' at 8-hours per day) of personal time. An employee who is regularly scheduled to work thirty (30) hours per week is allotted eighteen (18) hours of personal time (equivalent to six (6) hours per day). Any personal leave not used by an employee at the end of any fiscal year (June 30) will be forfeited. Personal leave may be granted in increments of not less than one (1) hour.

Only employees who are scheduled to regularly work twenty (20) or more hours per week (full-time and regular part-time) shall be eligible for personal leave.

## ARTICLE 10 HOLIDAYS

**Section 1.** The Town shall recognize the following holidays on the day on which the Commonwealth of Massachusetts legally observes them, and on these days' employees, without loss of pay, shall be excused from all duty except in cases where the Department Head determines that the employee is required to maintain essential Town services:

New Year's Day	Martin Luther King Day	President's Day
Patriots' Day	Memorial Day	Juneteenth
Independence Day	Labor Day	Columbus Day
Veteran's Day	Day Before Thanksgiving	Thanksgiving
Day After Thanksgiving*	Christmas Eve (noon closing)	Christmas Day
New Year's Eve (noon closing)		

*\*Only those employees regularly scheduled to work in person Fridays.*

**Section 2.** An employee paid on an hourly basis shall receive one day's pay at the regular rate of the employee's pay based on the number of hours regularly scheduled on the day on which the designated holiday occurs.

**Section 3.** Holiday pay shall be granted to an employee provided that the employee shall have worked on the employee's last scheduled working day prior to and the next regularly scheduled working day following such holiday unless s/he was appropriately excused in advance by Department Head.

An employee whose workweek is regular, or by rotation of shifts, other than Monday through Friday, and whose regular day off falls on a holiday, shall be paid at the employee's regular rate for such day or fraction of such day.

**Section 4.** Should a holiday fall on a Saturday, the holiday will be observed on Friday. Should a holiday fall on a Sunday, the holiday will be observed on Monday.

**Section 5.** If the Facility Maintenance Specialist works on Christmas Day (3:00 PM December 24 to 6:00 PM December 25) and New Year's Day (3:00 PM December 31 to 6:00 PM January 1), the employee shall be paid two times (2X) his or her base hourly rate set forth in this Agreement for all hours actually worked.

**Section 6.** Regular part-time employees shall receive holiday pay only if the holiday falls on their regularly scheduled day to work. Reduced-hours employees shall receive holiday pay only if the holiday falls on the regularly scheduled day to work. Pay will be prorated for hours normally worked.

## ARTICLE 11 SICK LEAVE

**Section 1.** An employee who has completed thirty (30) days of service shall accumulate one (1) day of sick leave per month and thereafter, shall be allowed leave of thirteen (13) days of sick leave for each

year of service. In addition, each employee may take two (2) additional days off and designate them to be taken from accumulated sick leave.

**Section 2.** Sick leave may be granted in increments of not less than one (1) hour.

**Section 3.** All employees hired after July 1, 2007, shall accumulate sick leave up to a maximum of one hundred and twenty (120) days. Sick leave shall accumulate to a maximum of two hundred forty (240) days for employees hired prior to July 1, 2007.

**Section 4.** Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or exposure to contagious disease or in accordance with applicable federal and state leave statutes.

**Section 5.** The Department Head shall authorize sick leave. Notification of illness shall be made to the employee's supervisor, if possible, prior to starting time or as soon as practicable thereafter. The Department Head may require a physician's certificate of illness after three (3) consecutive days of sick leave.

**Section 6.** Sick leave shall be granted to employees for medical appointments, including those of immediate family members. "Immediate family member" shall be defined as spouse, parent, child or legal guardian.

## **ARTICLE 12 JURY LEAVE**

**Section 1.** Upon application and presentation of an affidavit of jury pay granted, employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the Court excluding allowance for travel.

**Section 2.** An employee must notify his or her supervisor within forty-eight (48) hours after receipt of notice of selection for jury duty.

**Section 3.** An employee called for jury duty who shall be temporarily excused from attendance at Court must report for work if sufficient time remains after such excuse to permit him/her to report to his or her place of employment and work.

## **ARTICLE 13 MILITARY LEAVE**

The Town will provide any full-time Town employees whose appointment is not limited to 1 year is entitled to military leave. Military leave under 5 U.S.C. 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty. Specifically, the Town will provide leave in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA) and Massachusetts General Laws, Chapter 149, Section 52A.

## **ARTICLE 14 INSURANCE**

The Town's health insurance premium contribution shall be as follows:

- 80% for the Town and 20% for employees hired on or before June 30, 2017
- 70% for the Town and 30% for employees hired on or after July 1, 2017

## **ARTICLE 15 REDUCTION IN FORCE**

**Section 1.** The Town may do a layoff or reduction in force under the terms of this Agreement. The Town shall determine layoffs based on operational needs, classification, and qualifications of employees. Seniority will serve as a tiebreaker.

**Section 2.** Employees who are laid off will be placed on the recall list for twelve (12) months. During an employee's period on the recall list, reinstatement shall be in reverse order of prior layoffs by classification, provided that he or she is, in the opinion of the Department head, qualified to perform the duties to which he or she is recalled.

**Section 3.** A senior employee selected for layoff shall have the right to bump a less senior employee of equal or lower graded classification in the same Department, subject to qualifications as determined by the Department head.

## **ARTICLE 16 DISCIPLINE**

**Section 1.** Employees are expected to conduct themselves in a manner that in no way discredits the Town, public officials, or fellow employees.

**Section 2.** All employees are responsible for observing regulations necessary for the proper operation of Town Departments. Disciplinary actions shall be the responsibility of supervisors and Department heads, who shall exercise their responsibility with discretion.

**Section 3.** Discipline is intended to be corrective and progressive, and the parties recognize that more serious infractions require more significant discipline including termination in the first instance. Examples of just cause for disciplinary action shall include, but is not intended to be limited to the following:

- (a) Incompetence or inefficiency in performing assigned duties.
- (b) Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a proper supervisor.
- (c) Habitual tardiness or absence from duty.
- (d) Falsification of time sheets or other Town-related documentation.
- (e) Use or possession of illegal narcotics or alcohol while on duty.
- (f) Misuse or unauthorized use of Town property.
- (g) Fraud in securing an appointment.
- (h) Disclosure of confidential information.
- (i) Unauthorized leave of absence.
- (j) Conviction of a felony.
- (k) Violation of safety rules, practices and policies.
- (l) Engaging in discriminatory or harassing behavior.
- (m) Theft of municipal resources
- (n) Lying
- (o) Embezzlement

**Section 4.** The Department Heads and supervisors shall be responsible for enforcing rules and regulations. The type of disciplinary action imposed is at the discretion of the Department Head and is

dependent upon the nature of the disciplinary violation. Disciplinary action shall include the following: oral reprimand, written reprimand, suspension, demotions, and discharge. Oral and written reprimands may be grieved but not arbitrated. Oral and written reprimands will be removed from the employee's personnel file after two (2) years if no other discipline is imposed in the interim.

### **ARTICLE 17 PERSONNEL FILES**

Personnel records shall be considered confidential and only the Employer, employee, or Union, with the employee's signed authorization, shall have the right to view or copy said records. Employees shall receive a copy of anything placed in their personnel file. Personnel records shall be governed by M.G.L. c. 149, §52c and M.G.L. c. 150E.

### **ARTICLE 18 UNPAID LEAVE OF ABSENCE**

The Town Administrator may, in consultation with the Department Head, at their discretion, grant leaves of absence without compensation for periods not exceeding thirty (30) days duration without loss of seniority or benefits and employees shall be entitled to return to the same position held at the time the leave of absence was granted. The Town Administrator and the Department Head's decision shall not be the subject of grievance, arbitration, or charge.

### **ARTICLE 19 LABOR MANAGEMENT MEETINGS**

**Section 1.** The Town shall recognize a Labor Management Committee comprised of two unit members appointed by the Union which will meet with two representatives from the Town to discuss ongoing issues from time to time at the request of either party.

**Section 2.** The parties will make every effort to conduct committee meetings during non-work hours. Committee members will not receive compensation in any form for meetings conducted outside of normal working hours.

### **ARTICLE 20 CLOTHING**

The Town shall provide the following clothing allowance:

Full-Time Facility Maintenance Specialist	FY24	\$1,000
	FY25	\$1,050
	FY26	\$1,100
Part-Time Facility Maintenance Specialist	FY24	\$150
	FY25	\$200
	FY26	\$250

Clothing allowance shall include the cost of work shoes. Reimbursements shall be made based upon receipts presented to the Town Administrator.

### **ARTICLE 21 SEPARABILITY AND STABILITY OF AGREEMENT**

**Section 1.** In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.

**Section 2.** No agreement, understanding, alteration or variation of the Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

## **ARTICLE 22 EMPLOYEE EVALUATIONS (Appendix A)**

**Section 1.** Performance evaluations are designed to serve the needs of both the employee and Employer. An organized program for employee performance will:

- (a) Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance.
  - (b) Serve as an important motivational tool and improve the quality of job performance.
  - (c) Base personnel actions on objective, accurate and fair appraisals.
- (d) provide the basis for merit and step increases consistent with the Town's compensation plan and personnel bylaw.

**Section 2.** Performance evaluation of an employee shall be conducted annually by the supervisor either within sixty (60) days prior to the anniversary date of initial hire or appointment to present position or during the month of June prior to the start of the new fiscal year. The determination as to when these evaluations are done is at the discretion of the Department Head and shall be universal for the Department. For example, should the Library Director opt for June evaluations, all Unit employees reporting to the Library Director shall have his or her review conducted in June each year.

**Section 3.** Each employee shall receive a written copy of his or her evaluation and shall be entitled to discuss the evaluation with his or her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation.

**Section 4.** The Town Administrator shall receive all evaluations from the immediate supervisors and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

**Section 5.** The employee may review his or her evaluation with the Town Administrator.

## **ARTICLE 23 UNION DEVELOPMENT**

**Section 1.** A Union officer will receive a leave of absence without pay for one week per fiscal year subject to one (1) months' notice for one (1) Union officer to attend training.

**Section 2.** Assuming no adverse impacts on operational needs, one (1) Union officer will be permitted time off without loss of pay for the investigation and processing of grievances and arbitration limited to a maximum of two (2) hours per grievance.

**Section 3.** The Union negotiations committee will be granted time off with pay to prepare for negotiations, not to exceed ninety (90) minutes per session. The negotiations committee will be

permitted to use municipal facilities to prepare. The committee must be limited to two (2) members of the Union during working hours.

**Section 4.** Negotiations committee members will be granted time off without loss of pay during working hours to conduct negotiations. Union members will not receive compensation in any form for negotiations conducted outside of normal working hours.

**Section 5.** The Steward shall be allowed up to thirty (30) minutes for a newly hired employee to review the Collective Bargaining Agreement, placement confirmation on the salary scale, Membership Application and membership benefits therein within the first ten (10) days of employment.

## **ARTICLE 24 BULLETIN BOARD**

The Town shall place an enclosed bulletin board at an appropriate location within the Library and Town Hall for the exclusive use of the Union. The bulletin board will be for the purpose of posting official Union notices that contain no inflammatory comments.

## **ARTICLE 25 JOB OPENING**

When a new job, which is covered by this Agreement, is created or a permanent vacancy occurs which the Town, in its exclusive discretion decides to fill, the following steps to notice the vacancy shall occur/apply:

- A. Notice of the opening shall be posted on bulletin boards: the main Town communication board and Union bulletin board. The opening shall be posted for no less than seven (7) calendar days.
- B. While the vacancy is posted and is in the process of being filled, the Town may hire, in its sole managerial discretion, a temporary employee to fill the vacancy at issue.
- C. When the Town, based on its operational needs, fills a job vacancy, the following factors shall be considered and, where factors listed below between applicants are relatively equal, the length of continuous service shall govern:
  - (i) Ability to meet the requirements stated in the job description.
  - (ii) Satisfactory performance reviews, if applicable; and
  - (iii) Physical ability/fitness to perform the job.

## **ARTICLE 26 MANAGEMENT RIGHTS**

Nothing in this Agreement shall limit the Employer in the exercise of its function of management and in the direction and supervision of the Employer's business. This includes, but is not limited to the right to: add or eliminate Departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

Unless an express, specific provision of this Agreement clearly provides otherwise, the Employer, acting through the Department head or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage, or precedent to manage and control the Department.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

By making this proposal during regular Contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in a working condition where no contrary provision is included in the Contract or where a matter of managerial prerogative is involved, so long as the Town meets its bargaining obligation, if any, over the decision and/or impact, in good faith to the point of either Agreement or impasse.

### **ARTICLE 27 WAGES (Appendix B)**

The Town may convert its payroll to Direct Deposit after providing employees thirty (30) days advance notice. During the term of this Agreement, a cost-of-living adjustment (COLA) will be paid in each fiscal year of the Agreement, as follows:

Effective July 1, 2023	2%
Effective July 1, 2024	2% <sup>1</sup>
Effective July 1, 2025	2%

### **ARTICLE 28 SNOW/INCLEMENT WEATHER CLOSURE POLICY**

Safety is the primary concern of the Town. In consultation with the Police and Department of Public Works, it has been determined that the best guideline for closure of the Town Offices, Library and Lancaster Community Center (LCC), is to close these buildings when the Nashoba Regional School System closes. Therefore, when the Nashoba Regional School System closes, the Town Offices will be closed including the Library and Lancaster Community Center (LCC). When the Nashoba Regional School District announces a delayed opening, the Town Offices, Library and Community Center shall open at 10:30 AM. Should the District close early due to inclement weather, the Town Offices, Library and Community Center shall close at the same time as the Mary Rowlandson Elementary School (located in Lancaster on Hollywood Blvd.)

Following these guidelines will allow the Department of Public Works to clear streets first and then more easily clear the parking lots without cars.

When the Town Offices, Library and Lancaster Community Center close under these guidelines, the employees will receive pay for the closed day or portion of a day that falls under their usual work schedule.

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<sup>1</sup> The Town is in the process of conducting a full Classification and Compensation Study relative to Town positions. Upon completion, the Select Board will review the proposed changes and adjustments and may include additional means within the budget to raise salaries. The 2% amounts agreed to in this contract are, therefore, the minimum amount which shall be afforded to those covered by this CBA.



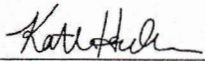
All Boards and Committees should take note that when the Town Offices, Library and Lancaster Community Center have been closed for the day due to inclement weather, any meeting for that day or evening may also be cancelled.

**ARTICLE 29 DURATION**


This Contract shall remain in full force and effect from July 1, 2023, through June 30, 2026, and from year to year thereafter unless either party notifies the other party prior to January 1<sup>st</sup> of the final year thereafter, of its desire to terminate or modify this Contract. Such notification shall be by registered United States mail to the responsible signatories of this Contract.

For the TOWN OF LANCASTER

For the UNION: AMERICAN  
FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES,  
COUNCIL 93, AFL-CIO, LOCAL 3720  
(Clerical Unit)

  
\_\_\_\_\_  
Kate Hodges, Town Administrator

  
\_\_\_\_\_  
Mary O'Brien, AFSCME Representative

  
\_\_\_\_\_  
Heidi Lamb, Clerical Unit Steward

Date: 08/14/2023

Date: 9/14/2023