

**Memorandum of Agreement
between the
Town of Sherborn
and the
AFSCME, Council 93, Local 335, Sherborn CMDD
Effective July 1, 2011-June 30,2014**

The parties hereby agree to the following modifications to the previous collective bargaining agreement between the parties. This agreement is subject to ratification by both parties. All existing terms remain in effect unless modified in the following Memorandum of Agreement:

1. Article XXXL Duration and Renewal- Change from July 1, 2011 to June 30, 2014. (adjust Article XXIX (f) accordingly)
2. Appendix "B"- For FY12, wages will increase by one-half of one percent (0.5%) on July 1, 2011, by one-half of one percent (0.5%) on Jan 1, 2012 and by one-half of one percent (0.5%) on June 30, 2012. There will be a wage reopener for FY13 and FY14 that the parties may choose to negotiate together or separately.
3. Article 7 Vacations- Eliminate the first two paragraphs and replace with the following:

All vacation requests must be made in writing using a form adopted by the Town except in the event of an emergency that prohibits the employee from completing the written request form, in which case the request may be made orally to the Department Head. By the end of the working day after receiving the employee's request, the Department Head, or his/her designee, shall either grant or deny the employee's request, noting same on the employee's request form. In the event an employee's vacation request is denied, the Department Head shall state, in writing and on the form, the reason for the denial.

Employees are encouraged to request vacation leave as far in advance as possible. Vacation requests in writing made before June 1st (for the following fiscal year) shall be granted based on seniority. All other requests shall be granted on a first come, first serve basis.

Vacation leave may be taken in one hour increments only if the leave will begin or end with the employee's scheduled work day (e.g., an employee who wishes to take 2 hours of vacation leave may do so only during the first two or the last two hours of his/her scheduled workday. Otherwise, vacation leave must be taken in at least half day increments.

4. Article IX Hours of Work and Overtime (b)- Add, "The Employer may, at their discretion, and by mutual agreement with the employee, be given compensatory

time off in lieu of overtime time, which shall be earned at the applicable rate of pay.”

5. Article XV Meal Periods- Increase meal allowance to \$15.00.

6. Article XXV Settlement of Grievances- Change to the following:

If there is a grievance between the parties to this agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the following grievance procedure (Nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor).

Step 1: The employee or Union Steward, within ten (10) working days of the incident giving rise to the grievance, shall present the grievance in writing to the Director. Within five (5) working days of the receipt of the grievance, the Director shall present a written reply to the grievant and Union Steward.

Step 2: If a grievance is not resolved at Step 1, within ten (10) working days the grievance may be presented in writing to the Town Administrator, with a copy to the Director. The Town Administrator shall, upon receipt of the grievance consider the same and notify the employee in writing, with a copy to the Director and Union Steward, within ten (10) working days from receipt of the grievance.

Step 3: If the aggrieved employee is not satisfied with the decision of the Town Administrator, then the employee shall, within ten (10) working days, file a copy of the grievance to the Board of Selectman. The Board of Selectman shall, within fifteen (15) working days, hold a hearing with the aggrieved employee, the Union, and the Town Administrator, and shall make a determination within ten (10) working days of said hearing.

Step 4: If the grievance is not resolved at Step 3, the grievance may be submitted to arbitration within thirty (30) working days of the receipt of the response of the Board of Selectmen under the rules of the American Arbitration Association. The award and decision of the Arbitrator shall be final and binding and the award shall be made within thirty (30) calendar days after the conclusion of testimony and argument briefs. The parties shall equally divide the cost of Arbitration, except for attorney fees. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The arbitrator shall have no authority to amend, modify, add to or alter any provision of this agreement.

In the event that a grievance concerns a suspension, a demotion, or a discharge, the grievance shall commence at Step 2.

Failure of the Town to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the grievance procedure.

The time limits outlined in this article may be extended by mutual agreement of the parties. Any such waiver shall be reduced to writing.

7. Article XVIII Funeral Leave- Change the first sentence to read, “In the event of death in the immediate family, an employee shall be granted leave with pay at the regular hourly rate of pay for up to five (5) days. The immediate family shall include spouse, significant other, parent, child or other family member living in the household.”
8. Article XXII Clothing- Change the first paragraph to read, “Each full time employee, after completion of his/her probationary period, will be issued seven set of uniforms (with the exception of the Mechanic, who will be issued ten (10) sets of uniforms. Personnel shall be reimbursed one set of safety shoes adequate footwear which will be paid for by the Town and which will be replaced as needed.”

AFSCME COUNCIL 93, Local 335

Town of Sherborn
