

Agreement

Between

Town of Dracut

And



CTW-CLC

**Clerks, Secretaries, Bookkeepers
& Library Staff**

July 1, 2022 – June 30, 2025

www.seiu888.org

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

Agreement entered into this 7th day of June, 2022, by and between the Town of Dracut, Massachusetts (, the "Town") and SEIU Local 888 (the "Union") is designed to maintain and promote a harmonious relationship between the Town and such of its employees who are covered by the provisions of this Agreement, in order that a more efficient and progressive public service may be rendered.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

The Town hereby recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of the following employees of the Town: All regular full-time Clerks, Secretaries, Bookkeepers, part – time positions of Children’s room Library Assistant, Technical Services Library Assistant, Adult Library Assistant , Young Adult Librarian and full-time Library staff employed by all Town Departments, Boards and any additional Departments or Boards which may be added, excluding, the Head Librarian, the Senior Reference Librarian, the Assistant Town Clerk and Executive Secretary to the Town Manager.

Part-Time Library Employees: Notwithstanding anything in this agreement to the contrary, and except for agreed upon wages, the part-time library employees shall not be entitled to leave and compensation benefits including, but not limited to, vacations, holidays, sick leave, bereavement leave, personal leave, health insurance, and longevity, and their hours of work shall be as established from time to time by the Town.

It is agreed that Effective July 1, 2022, the Town hereby recognizes the following part time positions into the bargaining unit: Firearms/Evidence Tech (start Grade 3 Step 4), Community Service Specialist #1 (start Grade 5 Step 1), Community Service Specialist #2 (start Grade 5 Step 3)

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ARTICLE 2 - MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; 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 work 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 Town, acting through its Board of Selectmen, Administrative Officer and Department Head or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their 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.

- By way of example but not limitation, management retains the following rights:
- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, building, or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;

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- to hire, promote and assign employees (this includes assigning to another unit position in case of a vacancy (including sick, vacation, etc.), as well as filling in to take notes for a board or committee. Pay at the employee's own rate will apply;
- for legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties;
- to determine the equipment to be used in the performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and-to determine its internal security practices.

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

Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits

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its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

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 contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description.

Notwithstanding the foregoing, all conflicts between the provisions of this article and the provisions of other articles in the contract will be resolved in favor of such other articles.

The Town, as represented by the Town Manager, shall not be deemed to be limited in any way by this Agreement in the performance of regular and customary functions of municipal management, and reserves and maintains all power, authority and prerogative including, without limitation, the exclusive right to issue reasonable departmental regulations, provided said rules and regulations are not inconsistent with the express provisions of this Agreement. Among the rights vested in the Town Manager is the right in accordance with applicable law to hire, promote, transfer, assign and to suspend, demote, discharge and to relieve employees from duty for just cause.

Any employee covered by this Agreement may be assigned by the Manager to a temporary position. If that assignment should extend beyond the period of two (2) working days, said

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employee shall be compensated at the highest rate of pay for the position filled and that of his/her regular position. Under no circumstances will the employee receive a lesser rate of pay while filling any temporary position assignment.

If the Union feels that a particular position should be upgraded, it may submit a proposal to the Town for consideration and negotiation with the Union during regular contract negotiations.

ARTICLE 3 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of, the right, without fear of penalty or reprisal to join and assist the Union. The freedom of employees to assist shall be recognized as extending to participation in the management of the Union and acting for the Union, including the right to present Union's views and positions to the public, to officials of the Town and the Department and to any other appropriate authority or official. **NOTE:** An election of remedies is required where a violation of this article is alleged. Complaints may be filed either (1) as a grievance or (2) as a complaint with a court or administrative agency, but not both. The Town agrees it will not take disciplinary action against any employee except for just cause.

Section 2. The members of the Union bargaining committee, not to exceed five (5) will be granted reasonable time off without loss of pay or benefits for all meetings held during working hours, not to exceed two (2) hours per meeting, between the Town, its agents or representatives and the Union, for the purpose of negotiating the terms of the contract or any supplements thereof.

Section 3. Union officers or stewards shall be granted reasonable time off, not to exceed one (1) hour, without loss of pay or benefits, to investigate, process and settle complaints or grievances, provided that the Union officer or steward shall first request permission from his/her supervisor. Said permission shall not be unreasonably withheld.

Section 4. The Union shall keep the Town and its departments informed as to the names of its officers, stewards and bargaining committee.

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Section 5. The Town and the Union agree that a total of forty (40) hours without loss of pay for Union Business leave shall be provided to the membership as a whole, to be used in increments and by individuals as designated by the Union, for the purposes of attending Union sponsored events such as training, conventions, meetings, and special events, provided, however, that (a) such leave shall require the prior approval of the department head, and (b) not more than one employee per department may be off at the same time. One member of the bargaining unit who is elected to the SEIU Local 888 Executive Board shall be granted time off without loss of pay, not to exceed twenty-eight (28) hours per fiscal year, for the purpose of attending Executive Board meetings.

ARTICLE 4 - GRIEVANCE PROCEDURE

Section 1. The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. A grievance is defined as a claim by one party that the other party has violated a specific provision of this Agreement. No grievance may be filed under the Preamble to this Contract.

Section 2. Any grievance must be submitted within five (5) working days of the date upon which the affected employee knew or should have known of the occurrence giving rise to the grievance. The Union President or his/her designee shall submit the grievance in writing to the aggrieved employee's department head. The department head shall submit his answer in writing to the employee and the union president or his/her designee, within five (5) working days of its submission to said department head.

Section 3. If the employee is not satisfied with the department head's written answer, the employee may then have the grievance presented in writing to the Town Manager within seven (7) working days of receipt of the answer or the date the answer was due pursuant to Section 2, whichever is earlier.

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Section 4. The Town Manager or his designee shall, unless unable to meet for reasons of sickness or vacation, meet with the employee and/or Union within ten (10) working days of the receipt of the grievance, and shall submit an answer in writing within ten (10) working days after the date of meeting or within twenty (20) days of receipt of the grievance, whichever is later.

Section 5. If the employee is not satisfied with the written decision of the Town Manager, the employee may then request arbitration. At this stage, the request for arbitration shall go to a three (3) person committee set up from the local union membership for their review of the grievance to see whether the grievance should be processed through arbitration. If the grievance committee's decision is in the affirmative, it shall request the Union to petition to the Massachusetts Board of Conciliation and Arbitration to select an arbitrator in accordance with its procedure. The arbitration petition shall be filed within thirty (30) working days of receipt of the Step 4 answer or the date the Step 4 answer was due, whichever is earlier. The Union shall indemnify and hold the employer harmless against any claim, demand, suit, legal fees incurred or payable, or other form of liability that may arise out of or by reason of this Section.

Section 6. The decision of the Arbitrator shall be final and binding on the parties. The arbitrator will be limited to interpreting the contract and any decision will not be inconsistent with any applicable statute or by-law. Any arbitration fee will be paid equally by the Town and the Union.

ARTICLE 5 - HOURS OF WORK

It is agreed that all full-time employees covered by this Agreement shall work thirty-five (35) hours per week. Hours of work shall be as follows: Monday, Wednesday and Thursday 8:30 a.m. - 4:30 p.m. with an hour of unpaid lunch each day; Tuesday 8:30 a.m.-7 p.m. with an hour of unpaid lunch, and Friday 8:30 a.m. - 1:00 p.m. with no lunch break. This work schedule does not include the Administrative Assistants for the Police and Fire Departments or Library personnel. Hours of work for DPW, Police and Fire Administrative Assistants shall be as follows: Monday, Wednesday, and Thursday 8:00 a.m. - 4:00 p.m. with an hour of unpaid lunch each day; Tuesday

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8:00 a.m. - 7 p.m. with an hour of unpaid lunch, and Friday 8:00 a.m. - 12:00 p.m. with no lunch break.

The regular work week for Library employees covered by this Agreement shall be seven (7) work hours in one day with a one (1) hour lunch period. Work week will be thirty-five (35) hours a week with two (2) days off.

Prior to implementing a change in the work hours for employees the Town must provide the Union with notice and opportunity to bargain as required by law.

All employees covered by this agreement shall be entitled to two (2) 15-minute breaks per full workday. Breaks will be so arranged, where possible, to fall approximately halfway between the start of the employee's shift and lunch release, and lunch return and end of the employee's shift. Breaks will be coordinated with and be taken as authorized by the Department Head.

Emergency Closings: From time to time, it may be necessary to close the facility or Town operations. All employees covered by this Agreement shall be entitled to say release for emergency reasons or others as determined by the Town Manager in the best interest of the Town. In addition, the Town Manager may designate certain employees as exempt from the emergency closings due to the nature of their position or office requirements. Such employees shall not be entitled to release time during such closings.

ARTICLE 6 - SALARIES AND OVERTIME COMPENSATION

It is agreed that the Town's wage and classification plan for employees covered by this Agreement shall become Appendix A.

The Wage and Classification Plan shall be adjusted for cost of living, as reflected in Appendix A, as follows:

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Section 1a. Members of the bargaining unit shall be paid at the rates contained in Appendix A.

Effective July 1, 2022 (FY2023) - 3%

Effective July 1, 2023 (FY2024) - 3%

Effective July 1, 2024 (FY2025) - 3%

Section 2. All new employees shall be compensated at the Step 1 level according to their compensation grade; or as provided by intermediate step placement in Section 6 of Article 13.

Section 3. Employees shall remain at the Step Levels for a period of two (2) years for Steps 1 through 7 and one (1) year for Steps 8 through 10. Step increases will be based on the employee's anniversary date of employment and not the fiscal year of July 1.

- It is agreed that an additional two steps be added: Step 11 (2% above step 10) and Step 12 (2% above step 11).

Section 3A. It is agreed that all New Hires will increase to step 2 on July 1 after one year of service is completed, not on their anniversary date.

For Example:

- Employees hired from 7/1/2020-06/30/2021 (FY2021), will receive a step increase to step 2 on July 1, 2022. Step increase after this will fall in line with the Union Contract (every 2 years (steps 2-7) on July 1)
- Employees hired from 07/01/2021-06/30/2022 (FY2022), will receive a step increase to step 2 on July 1, 2023. Step increase after this will fall in line with the Union Contract (every 2 years (steps 2-7) on July 1)

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Section 4. Employees may be required by the Town to work overtime. All work performed in excess of the affected employee's regular thirty-five (35) hour work week shall be compensated at time and one-half the employee's regular hourly rate, provided departmental funds permit or the employee shall be granted compensatory time off. If compensatory time is to be received, it must be taken within thirty (30) days following the week earned, or as arranged with the written approval of the Department Head, said approval to be filed with the Personnel Officer. Compensatory time is to be calculated at the rate of one and one half (1 1/2) hours of compensatory time for each one (1) hour of overtime worked (e.g., 2 hours of overtime worked equals 3 hours of compensatory time; 30 minutes of overtime worked equals forty-five minutes of compensatory time).

Whenever employees are required to work beyond their regular shift, such as taking notes at a board or committee meeting typically in the evening, they will be guaranteed a minimum of two (2) hours at their overtime rate. The minimum is intended to apply to a "call-back" situation, not where the overtime blends with the start or end of an employee's shift.

When transcribing minutes for a Board or Committee of another department than the one to which the employee is assigned, the employee shall receive a minimum of two (2) hours at overtime on their own time to prepare such minutes. Other employees will perform such duties during their regular workday without additional compensation.

Section 5. In the event that an employee receives an increase in grade, that employee shall stay at the same step level in the upgraded position as such employee is currently holding, as noted in the contract.

Section 6. When overtime becomes available within a department employing more than one employee, it should be distributed evenly whenever possible, so long as the Department Head determines that the available extra work is able to be performed by all such employees.

Section 7. Those full time employees of the Library who, as part of their regularly scheduled hours, work time beyond the hour of 5 p.m., shall be entitled to a differential of fifteen (15) percent

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additional compensation for each hour worked after 5 p.m. but only for those hours actually worked after 5 p.m. Full – time members of the bargaining unit, not to exceed three (3) such employees, who are regularly scheduled to work on Saturday, shall be entitled to a differential of fifteen (15%) percent additional compensation for hours actually worked on Saturday.

Section 8. It is agreed that Effective July 1, 2022, Part Time Library Assistants will move from Grade 1 to a Grade 2 and stay at their current step, unless eligible for a step increase on July 1, 2022.

ARTICLE 7 - VACATIONS

Section 1. Employees hired before July 1, 1994 shall be granted vacations with pay as follows:

Length of Service	Vacation Days
six months, but under twelve months	5 work days
twelve months, but under five years	10 work days
five years, but under ten years	15 work days
ten years, but under fifteen years	20 work days
fifteen years, but under twenty years	25 work days
twenty years	30 work days

Employees hired on or after July 1, 1994 shall be granted vacations with pay as follows:

Length of Service	Vacation Days
six months, but under twelve months	5 work days
twelve months, but under five years	10 work days
five years, but under ten years	15 work days
ten years, but under twenty years	20 work days
twenty years	25 work days

Under no circumstances will an employee working less than 12 consecutive months receive more than five working days of vacation.

Section 2. Vacation leave may be accumulated only up to a maximum of fifteen (15) days (105 hours), each fiscal year, and no more than (20) twenty consecutive days' vacation may be taken at one time.

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Section 3. Upon retirement, death, or separation of an employee, that portion of unused accrued vacation leave will be paid to the employee or the beneficiary (or estate) as the circumstances dictate. Payment for such benefit shall be contingent upon budgetary considerations as determined by the Town Manager. Payment, if budgetary conditions are not favorable, shall be made in the first month of the fiscal year following the fiscal year in which the condition has occurred.

Section 4. All vacation requests by employees of more than three (3) consecutive days must be submitted to the department head for approval at least ten (10) days in advance of the time to be taken, unless other arrangements have been made with the department head. Those employees who are entitled to twenty-one (21) or more days of vacation time shall not use more than ten (10) days per month during the months of May and June; exceptions may be approved by the Department Head so long as notification is made by March 1st. Notwithstanding the provisions of the prior sentence, the Department Head may set reasonable rules for the selection of vacations, including but not limited to posting an annual sign-up sheet and limiting the number or type of employees on vacation at the same time.”

ARTICLE 8 - HOLIDAYS

Section 1. For all employees covered by this Agreement, the following days shall be observed as holidays, and the employees shall receive one day's pay at regular straight time pay, for all holidays listed below which fall on a regularly scheduled work day. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the previous Friday.

January 1 (New Year's Day)	July 4 th	Day after Thanksgiving
Martin Luther King Day	Labor Day	December 25th (Christmas)
President's Day	Columbus Day	1/2 day before Christmas
Patriot's Day	Veteran's Day	Juneteenth
Memorial Day	Thanksgiving Day	

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It is agreed that "Good Friday (1/2 Day) be removed from the list of Holidays. However, it is further agreed that in the event the Town decides to make any changes to the Town Hall hours and/or the change the work schedule for any full-time employee covered by this Agreement, then the Good Friday (1/2 Day) will be added to Holiday list.

- January 1 (New Year's), July 4, Christmas, and Veteran's Day
 - If any of these holidays are observed on a Friday, no additional time will be given due to those employees who work the half day Friday, as per the Town's working hours.
- ½ Day before Christmas
 - This will be observed when Christmas falls on Tuesday, Wednesday, Thursday, or Friday.
 - If Christmas falls on a Saturday, then the ½ day will be observed on a Thursday.
 - If Christmas falls on a Sunday or Monday, then no ½ day will be observed for the day before Christmas.

Section 2. When a holiday falls during an employee's vacation, such employee will be entitled to an additional day off with pay.

Section 3. Employees covered by this agreement shall be entitled to Monday off if Christmas falls on Tuesday, and shall be entitled to Friday off if Christmas falls on a Thursday.

Section 4. Bargaining unit members assigned to work at the Library shall have the Saturday after Thanksgiving off, provided, however, that their work hours during the prior days within that week shall be increased so that the employees' work hours that week are not reduced below the amount normally worked, provided, however, that the Town shall not be required to pay, and employees shall not be entitled to receive, differential or overtime pay that is attributable to such shift in hours.

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ARTICLE 9 - SICK LEAVE

It is agreed that all full-time employees covered by this Agreement shall accrue sick leave at a rate of 1.25 days (8.75) hours per month during the first year of employment. All unused accrued sick time shall be carried over to the next fiscal year.

Section 1. During the first year of employment, a full-time employee shall accrue sick leave at the rate of 1.25 days (8.75 hours) per month. All unused accrued sick time shall be rolled over (i.e. carried forward) to the next fiscal year. After completing one full year of employment, every full-time employee shall accrue 15 days sick leave on July 1st of each fiscal year. Sick leave may be taken as approved by a Department Head, provided said sick leave is caused by a disabling sickness, injury or contagious disease.

Section 2. Every employee occupying a full-time position must obtain a medical certificate for sick leave in excess of three (3) consecutive working days or whenever the Department Head suspects abuse or detects a pattern.

Section 3. An employee who is incapacitated for duty shall report his/her illness prior to the beginning of the scheduled tour of duty. The employee should advise his/her supervisor of the approximate date that he/she will be able to return to duty.

Section 4. The medical certificate should be submitted within two (2) work days after return to duty. Failure to furnish the certificate to the supervisor may be cause for disapproval of sick leave and may result in the denial of pay for the absences involved.

Section 5. All accumulated and expended sick leave and remaining personal leave shall be recorded either in each department or in a central location at Town Hall.

Section 6. Upon the retirement (i.e., receipt of benefits as approved by the Middlesex County Retirement System), death, or lay-off of an employee, said employee or his/her beneficiary shall be paid for 100% of such employee's sick leave credit, not to exceed 120 days, in Town

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Government service only; provided, however, that the maximum buy-back for employees hired on or after July 1, 2012 shall not exceed ninety (90) days at 100%. Buy back shall be payable in the fiscal year of death or retirement of the employee provided that the employee (except in the event of death) had notified the Town Manager of his/her intent to retire in the fiscal year prior so that budgetary arrangements could be made. Said notification shall be no later than January 15 of the previous fiscal year. Employees who fail to notify the Town Manager shall be entitled to their buy back in the first month of the next fiscal year. Employees may accrue unlimited sick leave; however, buy – back of accrued but unused sick leave is subject to the limitations and conditions set forth above in this section.

Section 7. An employee on workers compensation may use accrued sick leave to make up the difference between the weekly amount of workers compensation received and the employee's regular weekly pay.

ARTICLE 10 - BEREAVEMENT LEAVE

Employees shall be granted five (5) working days with no loss of pay upon the death of the employee's spouse or child. Employees shall be granted three (3) working days with no loss of pay or benefits upon the death of the following: grandchildren, mother, father, grandmother, grandfather, mother-in-law, father-in-law, and sister-in-law, brother-in-law, son-in-law, daughter-in-law, sister, brother, step-children, step-parents or any person residing with the employee. Employees will be granted one (1) working day with no loss of pay or benefits upon the death of any niece, nephew, aunt, uncle, cousin, godchild, or foster child. In the event of the death of an active employee, two members of the Union's executive committee, not from the same department, will be relieved from duty without loss of pay in order to attend the funeral or memorial service.

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ARTICLE 11 - PERSONAL LEAVE

Employees shall be granted personal leave as follows:

Length of Service	Personal Days granted:
After 6 months service	1 Personal Day
After 6 months on July 1 st	3 Personal Days

Personal days are non-cumulative and are to be used, with prior permission of the department head, only for the purpose of conducting personal business that cannot be conducted outside of the employee's scheduled working hours.

The Town Manager may, in his sole discretion and upon recommendation of the department head, authorize a special leave of absence without pay for any period or period of time not to exceed six calendar months in any one calendar year, provided, however, that such leave shall not be requested or allowed for the purpose of other employment. The Town Manager's decision shall be final and is neither grievable nor arbitrable.

It is agreed that all full-time employees covered by this Agreement shall accrue 21 hours of personal time after one full year of service to be used in the fiscal year in which it is accrued. Personal time does not carry-over to the following fiscal year.

ARTICLE 12 - STATUTORY LEAVE

The Town and the Union agree that they will comply with applicable provisions of the Family Medical Leave Act, the Massachusetts Maternity Leave Act, the Massachusetts Small Necessities Leave Act, and the Uniform Services and Reemployment Rights Act, and that for all purposes the word "spouse" shall also include lawfully married same sex couples.

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ARTICLE 13 - MISCELLANEOUS

Section 1. The employer shall allow the employees the use of any municipal building, excluding school buildings, for two (2) hours per month in the evening for the purpose of conducting union meetings. The union meetings are to be determined by the availability of such buildings.

Section 2. Bulletin board space shall be made available to employees.

Section 3. Job opportunities within the bargaining unit shall be posted at least seven (7) calendar days prior to the selection for fulfillment, in order to allow all employees an opportunity to apply. Personnel presently working under this agreement have preference to any job opportunity within the bargaining unit, provided they are the most qualified applicant for the vacant position. The decision of the Town Manager concerning qualifications will be final.

Section 4. There will be a nine (9) month probationary period for all new regular full-time and part-time employees starting with the first day of full-time or part-time employment with the Town. During this time, the employee may be terminated without recourse to any of the provisions of the contract.

Section 5. It is agreed that all full-time employees covered by this Agreement shall, upon date of hire, be given access to the web-based payroll tracking system, such as Employee Forward, for the purposes of reviewing the employee's payroll records as well as tracking their accrued paid time off. All accruals shall be tracked through the payroll system and accessible to each employee through the web-based system. Employees covered under this agreement who detect a discrepancy in their accruals shall notify the Human Resources Department as soon as practicable upon discovering the discrepancy.

Section 6. It is recognized that the Town in its efforts to hire and promote qualified personnel to fill positions may place employees in positions of the intermediate step.

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The Town Manager in his complete discretion may start new employees at other than the first step so long as he puts his reasons in writing and provides the Union a copy.

Section 7.

- A. A sick leave bank is hereby established for use by eligible employees.
- B. An eligible employee is one who has used at least seventy-five (75%) of sick leave accrued and accumulated to his credit at the commencement of the illness or injury for which a claim is made to the sick leave bank.
- C. On July 1, 1989, each person covered by this agreement was able to contribute voluntarily one (1) day of his annual sick leave in order to fund the bank and be eligible.
- D. The initial grant of sick leave shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.
- E. The sick leave bank shall be administered fairly and equitably by the Union. The Town Manager or his designee shall be notified by the union, on a yearly basis, of all union personnel participating in the sick bank. The Executive Board shall determine the eligibility for the use of the bank and the amount of leave to be granted. The following criteria shall be used by the executive board in administering the bank and in determining, eligibility and the amount of leave.
- F. Adequate medical evidence of serious illness.

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G. Prior utilization of all eligible sick leave. If the sick leave bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional day of sick leave by each person covered by this agreement. Such additional days will be deducted from annual days of sick leave.

H. The decision of Union Executive Board with respect to eligibility and entitlement shall be subject to an appeal to union Membership of SEIU Local 888. In no event will employee or the union be able to file a Grievance or any Complaint against the Town under this Article.

Section 8. A Union representative may, at the request of a newly hired employee, meet with that employee for 15 minutes during working hours.

Section 9. The Town may implement direct deposit and bi-weekly pay programs for employees hired after July 1, 2010. Once implemented, employees hired prior to July 1, 2010 may opt into either or both of said programs.

Section 10. At the discretion of the Town, all employees are required to have their wages and other Town payment and compensation directly deposited into the banking institution.

Section 11: All permanent part-time employees of the Town who work an average of twenty (20) hours or more per week (or 1,040 hours per year) on a regular basis, shall be entitled to all benefits on a prorated basis.

ARTICLE 14 - UNION DUES AND SERVICE FEE

Section 1. The Town agrees to deduct union dues from the employees who have signed a membership form and who have authorized such deduction in writing and mail said dues

COLLECTIVE BARGAINING AGREEMENT

with a list of employees from whom dues have been deducted to: Financial Director, SEIU Local 888, 25 Braintree Hill Office Park, Suite 306, Braintree, MA 02184.

During the term of this agreement and pursuant to the provisions of Chapter 180, Section 17J of the Massachusetts General Laws, the Union shall provide to the employer authorization forms voluntarily executed by its respective members specifying therein those deductions they desire to be taken from the payroll schedule. Said deductions will be promptly transmitted by the Employer to the Union in a manner determine by the Treasurer's Office.

The Union agrees to indemnify and hold the Town harmless from and against any and all actions the Union takes under this Article, including attorney's fees, costs, and expenses.

ARTICLE 15 - HEALTH INSURANCE.

Section 1. Health insurance rates, premiums, employer/employee contributions, and other health insurance decisions shall occur via coalition bargaining pursuant to Chapter 32B, Section 19 of the Massachusetts General Laws.

Section 2. Contribution rates for all Town sponsored health insurance plans shall be set forth in the Town's Group Insurance Benefits Policy ("Policy") per the coalition bargaining agreement with the Dracut Public Employee Committee. The Policy shall also include provisions for the manner in which the Town will address continuation of medical benefits for FMLA protected leaves of absence as well as unpaid leaves of absence once FMLA leave has been exhausted and/or a request for unpaid leave of absence has been requested and approved by the Town Manager.

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 16 - LONGEVITY

Section 1. Career employment with the town will be encouraged and employees shall be compensated in addition to their regular pay:

Upon completion of:	
5 years full-time	\$850
10 years full-time	\$950
15 years full-time	\$1,050
20 years full-time	\$1,200
25 years full-time	\$1,250

Payment of longevity shall be on the employee's anniversary date.

ARTICLE 17 - SENIORITY

Section 1. Seniority, for the purpose of this agreement, shall be defined as the length of time a member of the bargaining unit has been continuously employed full-time by the Town of Dracut, irrespective of the department within the Town.

Section 2. Seniority for members of the bargaining unit for purposes of this agreement, who are not full-time employees, shall commence on the dates of their employment by the Town of Dracut, irrespective of department in a capacity which is less than full-time. The parties do not intend by this section to give greater or equal seniority rights to part-time employees over full-time employees.

Section 3. Layoff will be decided by position or title in each department. In case of layoff or reduction in force, the Town of Dracut shall first layoff part-time employees holding the affected title in order of their seniority, the less senior employee laid off prior to the more senior employee.

COLLECTIVE BARGAINING AGREEMENT

In the event that all such part-time employees in the affected title are laid off and the Town of Dracut still intends to continue to lay off employees, then the less senior employees in the affected title shall be laid off-before an employee with greater seniority.

Section 4. If a full-time or part-time employee receives a layoff notice or is bumped, that employee may bump either laterally (i.e. into a similar position of the same pay and grade) or into the next lower title or titles which he or she may be qualified to perform which is held by a less senior employee. A part-time employee may only bump into a position held by a less senior part-time employee, but a full-time employee may bump into a position held by a less senior full-time employee or a position held by a part-time employee. In the event the employer anticipates the need for a reduction in force, it is agreed that the Town will serve notice in advance to the union and, within a reasonable time and in advance of any action, will negotiate with the union concerning the impact of the anticipated layoff, if the union so requests.

ARTICLE 18 - LABOR-MANAGEMENT MEETINGS

The Town Manager (or his designee) will meet, if so requested, with a member of the Union's Executive Board and bargaining unit to discuss matters of mutual interest in an effort to promote a climate of constructive employee relations. Such meetings will not be held for the purpose of discussing grievances or conducting negotiations.

ARTICLE 19 – PERFORMANCE EVALUATIONS

The Town shall have the right to implement a written performance evaluation system for all employees.

ARTICLE 20 - DURATION

This Agreement shall be in full force and effect from July 1, 2022 through June 30, 2025 and shall continue from year to year thereafter, unless either party submits a written notice to the other party indicating a desire to cancel or negotiate changes or additional provisions.

COLLECTIVE BARGAINING AGREEMENT

While negotiations are proceeding, this contract shall remain in effect until changes or revisions have been agreed upon.

The notice indicating such desire shall be served at least sixty (60) days prior to June 30 of any subsequent contract year.

Agreed to by the Parties this _____ day of _____, 2022

For the Town:

For the Union:

Alison Genest, Chairman

Julie Dellolio, President
SEIU Local 888

Joseph DiRocco Jr., Vice-Chairman

Medeline Soto, Staff Representative
SEIU Local 888

Jennifer L. Kopcinski, Clerk

Heather Santiago-Hutchings, Member

Tony Archinski, Member

COLLECTIVE BARGAINING AGREEMENT

Appendix A - Compensation Plan (July 1, 2022)

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	Hourly	14.68	15.26	15.88	16.51	17.17	17.86	18.57	19.31	20.09	20.89	21.31	21.73
	Weekly	513.71	534.26	555.63	577.86	600.97	625.01	650.01	676.01	703.05	731.17	745.80	760.71
	Yearly	26,713.05	27,781.57	28,892.83	30,048.55	31,250.49	32,500.51	33,800.53	35,152.55	36,558.65	38,021.00	38,781.42	39,557.05
2	Hourly	15.16	15.77	16.40	17.05	17.74	18.45	19.18	19.95	20.75	21.58	22.01	22.45
	Weekly	530.66	551.88	573.96	596.92	620.79	645.62	671.45	698.31	726.24	755.29	770.39	785.80
	Yearly	27,594.11	28,697.88	29,845.79	31,039.62	32,281.21	33,572.46	34,915.35	36,311.97	37,764.45	39,275.03	40,060.53	40,861.74
3	Hourly	16.22	16.87	17.55	18.25	18.98	19.74	20.53	21.35	22.20	23.09	23.55	24.02
	Weekly	567.79	590.50	614.12	638.68	664.23	690.80	718.43	747.17	777.06	808.14	824.30	840.79
	Yearly	29,524.95	30,705.95	31,934.19	33,211.55	34,540.02	35,921.62	37,358.48	38,852.82	40,406.93	42,023.21	42,863.67	43,720.95
4	Hourly	17.28	17.97	18.69	19.44	20.22	21.03	21.87	22.74	23.65	24.60	25.09	25.59
	Weekly	604.92	629.12	654.28	680.45	707.67	735.98	765.42	796.03	827.87	860.99	878.21	895.77
	Yearly	31,455.79	32,714.02	34,022.58	35,383.48	36,798.82	38,270.78	39,801.61	41,393.67	43,049.42	44,771.39	45,666.82	46,580.16
5	Hourly	18.50	19.24	20.01	20.81	21.64	22.51	23.41	24.34	25.32	26.33	26.86	27.39
	Weekly	647.46	673.36	700.29	728.30	757.43	787.73	819.24	852.01	886.09	921.53	939.97	958.76
	Yearly	33,667.82	35,014.53	36,415.11	37,871.71	39,386.58	40,962.05	42,600.53	44,304.55	46,076.73	47,919.80	48,878.20	49,855.76
6	Hourly	19.78	20.57	21.39	22.25	23.14	24.06	25.02	26.02	27.06	28.15	28.71	29.28
	Weekly	692.16	719.85	748.64	778.59	809.73	842.12	875.80	910.84	947.27	985.16	1,004.86	1,024.96
	Yearly	35,992.32	37,432.01	38,929.29	40,486.47	42,105.92	43,790.16	45,541.77	47,363.44	49,257.98	51,228.29	52,252.86	53,297.92
7	Hourly	21.13	21.97	22.85	23.76	24.71	25.70	26.73	27.80	28.91	30.07	30.67	31.28
	Weekly	739.39	768.96	799.72	831.71	864.98	899.58	935.56	972.98	1,011.90	1,052.38	1,073.42	1,094.89
	Yearly	38,448.05	39,985.97	41,585.41	43,248.82	44,978.78	46,777.93	48,649.04	50,595.01	52,618.81	54,723.56	55,818.03	56,934.39
8	Hourly	22.58	23.48	24.42	25.40	26.41	27.47	28.57	29.71	30.90	32.13	32.78	33.43
	Weekly	790.22	821.82	854.70	888.89	924.44	961.42	999.88	1,039.87	1,081.47	1,124.72	1,147.22	1,170.16
	Yearly	41,091.23	42,734.88	44,444.28	46,222.05	48,070.93	49,993.77	51,993.52	54,073.26	56,236.19	58,485.64	59,655.35	60,848.46
9	Hourly	24.09	25.06	26.06	27.10	28.18	29.31	30.48	31.70	32.97	34.29	34.98	35.68
	Weekly	843.21	876.94	912.02	948.50	986.44	1,025.89	1,066.93	1,109.61	1,153.99	1,200.15	1,224.15	1,248.64
	Yearly	43,846.89	45,600.77	47,424.80	49,321.79	51,294.66	53,346.45	55,480.31	57,699.52	60,007.50	62,407.80	63,655.96	64,929.08
9A	Hourly	24.81	25.81	26.84	27.91	29.03	30.19	31.40	32.65	33.96	35.32	36.02	36.74
	Weekly	868.44	903.18	939.31	976.88	1,015.96	1,056.60	1,098.86	1,142.81	1,188.53	1,236.07	1,260.79	1,286.00
	Yearly	45,159.11	46,965.48	48,844.10	50,797.86	52,829.78	54,942.97	57,140.69	59,426.31	61,803.37	64,275.50	65,561.01	66,872.23
10	Hourly	25.76	26.79	27.86	28.98	30.14	31.34	32.59	33.90	35.25	36.66	37.40	38.15
	Weekly	901.61	937.67	975.18	1,014.19	1,054.76	1,096.95	1,140.82	1,186.46	1,233.92	1,283.27	1,308.94	1,335.12
	Yearly	46,883.75	48,759.10	50,709.46	52,737.84	54,847.35	57,041.25	59,322.90	61,695.81	64,163.64	66,730.19	68,064.79	69,426.09
		After 1 full Yr On July 1	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 1 Year	Every 1 Year	Every 1 Year	Every 1 Year	Every 1 Year

COLLECTIVE BARGAINING AGREEMENT

Appendix A - Compensation Plan (July 1, 2023)

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	Hourly	15.12	15.72	16.35	17.01	17.69	18.39	19.13	19.89	20.69	21.52	21.95	22.39
	Weekly	529.12	550.29	572.30	595.19	619.00	643.76	669.51	696.29	724.14	753.11	768.17	783.53
	Yearly	27,514.44	28,615.02	29,759.62	30,950.00	32,188.00	33,475.53	34,814.55	36,207.13	37,655.41	39,161.63	39,944.86	40,743.76
2	Hourly	15.62	16.24	16.89	17.57	18.27	19.00	19.76	20.55	21.37	22.23	22.67	23.13
	Weekly	546.58	568.44	591.18	614.82	639.42	664.99	691.59	719.26	748.03	777.95	793.51	809.38
	Yearly	28,421.94	29,558.81	30,741.17	31,970.81	33,249.64	34,579.63	35,962.82	37,401.33	38,897.38	40,453.28	41,262.34	42,087.59
3	Hourly	16.71	17.38	18.07	18.80	19.55	20.33	21.14	21.99	22.87	23.78	24.26	24.74
	Weekly	584.82	608.21	632.54	657.84	684.16	711.52	739.99	769.58	800.37	832.38	849.03	866.01
	Yearly	30,410.70	31,627.13	32,892.21	34,207.90	35,576.22	36,999.26	38,479.24	40,018.40	41,619.14	43,283.91	44,149.58	45,032.58
4	Hourly	17.80	18.51	19.25	20.02	20.83	21.66	22.53	23.43	24.36	25.34	25.84	26.36
	Weekly	623.07	647.99	673.91	700.87	728.90	758.06	788.38	819.91	852.71	886.82	904.55	922.65
	Yearly	32,399.46	33,695.44	35,043.26	36,444.99	37,902.79	39,418.90	40,995.66	42,635.48	44,340.90	46,114.54	47,036.83	47,977.56
5	Hourly	19.05	19.82	20.61	21.43	22.29	23.18	24.11	25.07	26.08	27.12	27.66	28.22
	Weekly	666.88	693.56	721.30	750.15	780.16	811.36	843.82	877.57	912.67	949.18	968.16	987.53
	Yearly	34,677.85	36,064.96	37,507.56	39,007.87	40,568.18	42,190.91	43,878.54	45,633.69	47,459.03	49,357.39	50,344.54	51,351.43
6	Hourly	20.37	21.18	22.03	22.91	23.83	24.78	25.77	26.80	27.88	28.99	29.57	30.16
	Weekly	712.92	741.44	771.10	801.94	834.02	867.38	902.08	938.16	975.69	1,014.71	1,035.01	1,055.71
	Yearly	37,072.09	38,554.97	40,097.17	41,701.06	43,369.10	45,103.87	46,908.02	48,784.34	50,735.71	52,765.14	53,820.45	54,896.85
7	Hourly	21.76	22.63	23.53	24.48	25.46	26.47	27.53	28.63	29.78	30.97	31.59	32.22
	Weekly	761.57	792.03	823.71	856.66	890.93	926.56	963.63	1,002.17	1,042.26	1,083.95	1,105.63	1,127.74
	Yearly	39,601.49	41,185.55	42,832.97	44,546.29	46,328.14	48,181.26	50,108.52	52,112.86	54,197.37	56,365.26	57,492.57	58,642.42
8	Hourly	23.25	24.19	25.15	26.16	27.20	28.29	29.42	30.60	31.83	33.10	33.76	34.44
	Weekly	813.92	846.48	880.34	915.55	952.17	990.26	1,029.87	1,071.07	1,113.91	1,158.47	1,181.63	1,205.27
	Yearly	42,323.97	44,016.93	45,777.60	47,608.71	49,513.06	51,493.58	53,553.32	55,695.46	57,923.27	60,240.20	61,445.01	62,673.91
9	Hourly	24.81	25.81	26.84	27.91	29.03	30.19	31.40	32.65	33.96	35.32	36.03	36.75
	Weekly	868.51	903.25	939.38	976.95	1,016.03	1,056.67	1,098.94	1,142.89	1,188.61	1,236.15	1,260.88	1,286.10
	Yearly	45,162.30	46,968.79	48,847.54	50,801.45	52,833.50	54,946.84	57,144.72	59,430.51	61,807.73	64,280.04	65,565.64	66,876.95
9A	Hourly	25.56	26.58	27.64	28.75	29.90	31.09	32.34	33.63	34.98	36.38	37.10	37.85
	Weekly	894.50	930.28	967.49	1,006.19	1,046.44	1,088.29	1,131.83	1,177.10	1,224.18	1,273.15	1,298.61	1,324.58
	Yearly	46,513.89	48,374.44	50,309.42	52,321.80	54,414.67	56,591.26	58,854.91	61,209.10	63,657.47	66,203.77	67,527.84	68,878.40
10	Hourly	26.53	27.59	28.70	29.85	31.04	32.28	33.57	34.92	36.31	37.76	38.52	39.29
	Weekly	928.66	965.81	1,004.44	1,044.61	1,086.40	1,129.86	1,175.05	1,222.05	1,270.93	1,321.77	1,348.21	1,375.17
	Yearly	48,290.26	50,221.87	52,230.74	54,319.97	56,492.77	58,752.48	61,102.58	63,546.69	66,088.55	68,732.10	70,106.74	71,508.87
		After 1 full Yr On July 1	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 1 Year	Every 1 Year	Every 1 Year	Every 1 Year

COLLECTIVE BARGAINING AGREEMENT

Appendix A - Compensation Plan (July 1, 2024)

GRADE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
1	Hourly	15.57	16.19	16.84	17.52	18.22	18.94	19.70	20.49	21.31	22.16	22.61	23.06
	Weekly	545.00	566.80	589.47	613.05	637.57	663.07	689.60	717.18	745.87	775.70	791.22	807.04
	Yearly	28,339.87	29,473.47	30,652.41	31,878.50	33,153.65	34,479.79	35,858.98	37,293.34	38,785.08	40,336.48	41,143.21	41,966.07
2	Hourly	16.08	16.73	17.40	18.09	18.82	19.57	20.35	21.17	22.01	22.89	23.35	23.82
	Weekly	562.97	585.49	608.91	633.27	658.60	684.94	712.34	740.83	770.47	801.29	817.31	833.66
	Yearly	29,274.59	30,445.58	31,663.40	32,929.94	34,247.13	35,617.02	37,041.70	38,523.37	40,064.30	41,666.87	42,500.21	43,350.22
3	Hourly	17.21	17.90	18.61	19.36	20.13	20.94	21.78	22.65	23.55	24.50	24.99	25.49
	Weekly	602.37	626.46	651.52	677.58	704.68	732.87	762.18	792.67	824.38	857.35	874.50	891.99
	Yearly	31,323.02	32,575.94	33,878.98	35,234.14	36,643.50	38,109.24	39,633.61	41,218.96	42,867.71	44,582.42	45,474.07	46,383.55
4	Hourly	18.34	19.07	19.83	20.63	21.45	22.31	23.20	24.13	25.09	26.10	26.62	27.15
	Weekly	641.76	667.43	694.13	721.89	750.77	780.80	812.03	844.51	878.29	913.42	931.69	950.32
	Yearly	33,371.45	34,706.30	36,094.56	37,538.34	39,039.87	40,601.47	42,225.52	43,914.55	45,671.13	47,497.97	48,447.93	49,416.89
5	Hourly	19.63	20.41	21.23	22.08	22.96	23.88	24.83	25.83	26.86	27.93	28.49	29.06
	Weekly	686.89	714.36	742.94	772.66	803.56	835.70	869.13	903.90	940.05	977.66	997.21	1,017.15
	Yearly	35,718.19	37,146.91	38,632.79	40,178.10	41,785.23	43,456.63	45,194.90	47,002.70	48,882.80	50,838.12	51,854.88	52,891.98
6	Hourly	20.98	21.82	22.69	23.60	24.54	25.53	26.55	27.61	28.71	29.86	30.46	31.07
	Weekly	734.31	763.69	794.23	826.00	859.04	893.40	929.14	966.31	1,004.96	1,045.16	1,066.06	1,087.38
	Yearly	38,184.25	39,711.62	41,300.09	42,952.09	44,670.17	46,456.98	48,315.26	50,247.87	52,257.79	54,348.10	55,435.06	56,543.76
7	Hourly	22.41	23.31	24.24	25.21	26.22	27.27	28.36	29.49	30.67	31.90	32.54	33.19
	Weekly	784.41	815.79	848.42	882.36	917.65	954.36	992.53	1,032.24	1,073.52	1,116.47	1,138.80	1,161.57
	Yearly	40,789.53	42,421.11	44,117.96	45,882.68	47,717.98	49,626.70	51,611.77	53,676.24	55,823.29	58,056.22	59,217.35	60,401.69
8	Hourly	23.95	24.91	25.91	26.94	28.02	29.14	30.31	31.52	32.78	34.09	34.77	35.47
	Weekly	838.34	871.87	906.75	943.02	980.74	1,019.97	1,060.77	1,103.20	1,147.33	1,193.22	1,217.08	1,241.43
	Yearly	43,593.69	45,337.44	47,150.93	49,036.97	50,998.45	53,038.39	55,159.92	57,366.32	59,660.97	62,047.41	63,288.36	64,554.13
9	Hourly	25.56	26.58	27.64	28.75	29.90	31.10	32.34	33.63	34.98	36.38	37.11	37.85
	Weekly	894.56	930.34	967.56	1,006.26	1,046.51	1,088.37	1,131.90	1,177.18	1,224.27	1,273.24	1,298.70	1,324.68
	Yearly	46,517.17	48,377.86	50,312.97	52,325.49	54,418.51	56,595.25	58,859.06	61,213.42	63,661.96	66,208.44	67,532.61	68,883.26
9A	Hourly	26.32	27.38	28.47	29.61	30.80	32.03	33.31	34.64	36.03	37.47	38.22	38.98
	Weekly	921.33	958.19	996.51	1,036.37	1,077.83	1,120.94	1,165.78	1,212.41	1,260.91	1,311.34	1,337.57	1,364.32
	Yearly	47,909.30	49,825.68	51,818.70	53,891.45	56,047.11	58,288.99	60,620.55	63,045.38	65,567.19	68,189.88	69,553.68	70,944.75
10	Hourly	27.33	28.42	29.56	30.74	31.97	33.25	34.58	35.96	37.40	38.90	39.68	40.47
	Weekly	956.52	994.78	1,034.57	1,075.95	1,118.99	1,163.75	1,210.30	1,258.71	1,309.06	1,361.42	1,388.65	1,416.43
	Yearly	49,738.97	51,728.52	53,797.67	55,949.57	58,187.56	60,515.06	62,935.66	65,453.09	68,071.21	70,794.06	72,209.94	73,654.14
		After 1 full Yr On July 1	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 2 Years	Every 1 Year	Every 1 Year	Every 1 Year	Every 1 Year



THE TOWN OF DRACUT
&
SEIU Local 888



MEMORANDUM OF AGREEMENT
SUCESSOR AGREEMENT

JUNE 2025

The Town of Dracut (the "Town") and the Service Employees International Union (SEIU), CTW-CLC, Local 888 (the "Union") commenced negotiations for a successor agreement April 29, 2025. The parties agree that the following changes to the terms below shall be in full force and effect for the duration of the new Agreement.

ARTICLE 1 – RECOGNITION AND BARGAINING UNIT

Delete paragraph 2 of Article 1 in its entirety.

~~Part-Time Library Employees: Notwithstanding anything in this agreement to the contrary, and except for agreed upon wages, the part-time library employees shall not be entitled to leave and compensation benefits including, but not limited to, vacations, holidays, sick leave, bereavement leave, personal leave, health insurance, and longevity, and their hours of work shall be as established from time to time by the Town.~~

ARTICLE 8 - HOLIDAYS

Amend Section 1 of Article 8 as follows:

Section 1. For all employees covered by this Agreement, the following days shall be observed as holidays. ~~and the~~ **Full-time** employees shall receive one day's pay at **their** regular straight time pay for all holidays listed below which fall on a regularly scheduled workday. Holidays falling on Sunday shall be observed on the following Monday and holidays falling on Saturday shall be observed on the previous Friday.

January 1 (New Year's Day)	July 4 th	Day after Thanksgiving
Martin Luther King Day	Labor Day	December 25th (Christmas)
President's Day	Columbus Day	1/2 day before Christmas
Patriot's Day	Veteran's Day	Juneteenth
Memorial Day	Thanksgiving Day	

Section 1a. Holidays Worked

Non-Exempt/Hourly Employees: When an employee is required to work on any observed holiday, they shall receive one and one-half (1 1/2) times their base pay for the total number of actual hours worked on that date.

Exempt/Full-Time Employees: When an employee is scheduled or called into work on an observed holiday, the department head (with the permission of the Division Manager) may grant equivalent compensatory time off for another day ~~if that time is taken within two (2) weeks or fourteen (14) days.~~

Holiday pay shall not be granted for any employee who does not report to work or is utilizing another type of paid leave (i.e. sick, vacation, personal, etc.)

Section 1b. Snow Closures

If a Town Facility, such as Town Hall and/or the library is closed by the Town Manager due to inclement weather (i.e. snow, ice or other similar event) all staff members, including part-time or temporary employees, scheduled to work that day shall be compensated for the hours they were scheduled to work at their regular hourly rate.

Employees who would have been absent from work because they were utilizing another type of paid leave (i.e. sick, vacation, personal, etc.) shall not be eligible for this benefit and will be paid from whatever paid time accruals they chose when taking the time off.

ARTICLE 9 - SICK LEAVE

Amend Article 9 preamble and Section 1 of same as follows:

It is agreed that all full-time employees covered by this Agreement shall accrue sick leave at a rate of 1.25 days (8.75) hours per month during the first year of employment. All unused accrued sick time shall be carried over to the next fiscal year. **Part-time employees working less than 35 hours/week shall accrue sick leave on a prorated basis in proportion to the percentage of full-time hours worked. The accrual rate will be based on the average number of hours the employee works per week**

Section 1. During the first year of employment, a **full-time** employee shall accrue sick leave at the rate of 1.25 days (8.75 hours) per month; **part-time employees shall accrue time on a prorated schedule enumerated below.**

12 – 20 hours per week	2.5 hours per month
21-30 hours per week	4.5 hours per month

After completing one full year of employment, every full-time employee shall accrue 15 days sick leave on July 1st of each fiscal year. Sick leave may be taken as approved by a Department Head, provided said sick leave is caused by a disabling sickness, injury or contagious disease. **Part-time employees shall accrue time on a prorated schedule enumerated below.**

12 – 20 hours per week	3 hours per month
21 – 30 hours per week	6 hours per month

For full-time employees, all unused accrued sick time shall be rolled over (i.e. carried forward) to the next fiscal year. Part-time employees may roll over up to twelve (12) hours of unused accrued sick time from one fiscal year to another; however, at no time shall any part time employee have more than twenty (20) hours of sick time in their accrued 'sick bank.' Part-time employees are not eligible for any sick leave buyback or reimbursements.

ARTICLE 20 - DURATION

Amend Section 20 as follows:

This Agreement shall be in full force and effect from July 1, ~~2022~~ **2025** through June 30 ~~2025~~ **2026** and shall continue from year to year thereafter ...

AGREED TO BY THE TOWN


Kate Hodges, Town Manager 8/7/2025

AGREED TO BY THE UNION


Name: Julie Bixton Date: 8/1/25