

TOWN OF CHATHAM  
AND  
CHATHAM MUNICIPAL EMPLOYEES ASSOCIATION

Collective Bargaining Agreement

July 1, 2012 to June 30, 2015

## PREAMBLE

The Town of Chatham, hereinafter referred to as the "Town" and Chatham Municipal Employees Association, hereinafter referred to as the "Association", hereby agree as follows:

### **Article 1 – Recognition**

The Town of Chatham recognizes the Chatham Municipal Employees Association (CMEA) as the sole and exclusive bargaining agent with respect to wages, hours, employee benefits and other conditions of employment for all regular full and part time employees whose positions are listed as belonging within the Association (see *Appendix A*), excluding intermittent, seasonal or temporary employees who work less than six (6) months per year, and confidential employees (see *Appendix B*).

### **Article 2 – Employee Definitions**

#### **2.1 Regular Full Time Employees:**

This work group consists of individuals who are regularly scheduled to work 35 - 40 hours per week, and who maintain continuous, regular employment status. Full time Employees are eligible for all Employee benefits (See Appendix C).

#### **2.2 Regular Part Time Employees:**

This work group consists of individuals who are scheduled to work less than 35 hours per week on a year round basis. Part-time employees who are regularly scheduled to work 20 hours or more per week shall receive Employee benefits (See Appendix C). Vacation time, sick time and holiday time shall be provided on a prorated basis for all regular part-time employees. Employees regularly working less than 25 hours per week shall not be eligible for BCRA (Barnstable County Retirement Association). Employees regularly working less than 20 hours per week shall not be eligible for Employee benefits (See Appendix C).

#### **2.3 Intermittent Employees:**

This work group consists of individuals who are scheduled to work a variable number of hours per week which is consistently less than 20 hours per week. Work schedules are made by a Department Head, or designee, generally a week or two prior to when the service is needed. Intermittent employees shall not be benefit eligible.

#### **2.4 Seasonal Employees:**

This work group consists of any position in the Town service which requires an employee to work less than 36 weeks in a fiscal or calendar year, and is needed to meet seasonal service demands such as: lifeguards, seasonal park employees, beach gate attendants, etc. Seasonal employees shall not be benefit eligible.

**2.5 Temporary Employees:**

This work group consists of individuals who are scheduled to work emergency appointments with a maximum of thirty (30) work days. Temporary employees shall not be benefit eligible.

**Article 3 – Management Rights**

3.1 Subject to the express provisions of this Agreement, the Town and its Selectmen and Town Manager shall retain the right and authority to manage the budgets and operation of the Town, including but not limited to, the right to direct and supervise the work force and determine the size and structure of the work force; the right to hire, assign, transfer, promote, demote, layoff, discipline and discharge employees; the right to determine methods, means, processes, and personnel by which Town business is conducted; to establish new job classifications and duties; to determine policy not inconsistent with the terms of the Agreement, and not inconsistent with the Town of Chatham Charter, including Massachusetts General Laws Chapter 150E.

**Article 4 – Union Business**

4.1 The members of the bargaining unit in the employ of the Town shall select from the employees covered by the Agreement, one (1) President; one (1) Vice-President; one (1) Secretary and one (1) Treasurer. The Association shall provide the Town with a written designation of the officers. The activities of the officers shall not interfere with their work for the Town and they shall obtain permission from the Town Manager and/or their designee to leave on Association business. Joint Labor-Management meetings called at a time agreed by both parties shall not result in a loss of pay on the part of the Association members requested to attend the meeting.

4.2 The Town shall provide a reasonable amount of space on its bulletin boards as well as use of the Town's E-mail for the posting of Association bulletins, but use of such bulletin boards & e-mail shall be restricted not contrary to the Town of Chatham's accepted e-mail communications policy for the following purposes:

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

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

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

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

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

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

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

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

5.3 The Association shall keep the Town Treasurer updated as to the name of its authorized representative and the address to which the Association dues collections shall be remitted

## **Article 6 – Discrimination**

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

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

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

### **Article 7 – Harassment**

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

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

### **Article 8 – Severability**

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

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

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

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

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

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

10.2 Notwithstanding the basic right of the Association and its members to discuss problems arising out of their employment with the Employer, should any dispute, controversy, grievance or difference arise as to the meaning, application or operation of any provision of this

Agreement, the same shall be treated as a grievance and every reasonable effort shall be made to settle such grievance. The procedures relating to the filing of a grievance shall be as follows:

- A. STEP 1. Any Association member who believes they have a grievance as defined shall first informally discuss said grievance with Division Manager, the Association member can request an Association representative to assist them with the grievance and a sincere effort to resolve the grievance shall be made at this time.
- B. STEP 2. If the Association member or the Association is not satisfied with the determination made under Step 1, the Association member and/or Association may appeal the grievance in writing and submit it to the Department Head with a copy to the Town Manager or their designee within fifteen (15) business days of the determination under Step 1. The written grievance shall set forth the following information:
  - i. A reasonable statement of the grievance, including that part of this agreement held to have been violated.
  - ii. Evidence, documentary if possible, to support the grievance.
  - iii. A statement as to when the action which has resulted in the grievance arose or became known to the Association member.
  - iv. A statement of the remedial action or relief sought.

The Department Head shall provide a written decision on the grievance submitted under Step 2 within fifteen (15) business days of receipt and shall provide a copy of their decision to the Town Manager or their designee. No action shall be taken beyond this step if the grievance was not first initiated under Step 1 within fifteen (15) business days of the date of the action which resulted in the grievance or became known to the Association member.

- C. STEP 3. If the Association member and/or Association is not satisfied with the decision rendered under Step 2, the Town Manager or their designee shall be notified in writing within fifteen (15) business days and request a finding on the matter, which finding shall be provided in writing within fifteen (15) business days of receipt thereof.
- D. STEP 4. If the decision of the Town Manager or their designee is unacceptable to the Association, the Association shall notify the Town Manager or their designee within fifteen (15) business days whether it intends to submit the grievance to the American Arbitration Association or the State Board of Conciliation and Arbitration. Or, if no decision is received from the Town Manager or their designee, within fifteen (15) business days at Step 3, the Association shall notify the Town Manager or their designee whether it intends to submit the grievance to the American Arbitration Association or the State Board of Conciliation and Arbitration. Such appeal shall be postmarked within this fifteen (15) business day period with a copy to the Employer.
  - i. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

- ii. The arbitrator must base the decision on the provisions of this Agreement and they shall be deemed to have exceeded their powers if they add to, alter, amend, or revoke any part of the Agreement.
- iii. The decision shall be final and binding upon the parties, provided it is in accordance with the provisions of this Step 4.
- iv. No Association member shall have the right to request arbitration, that being reserved to the Employer and the Association.
- v. The Employer shall make available, upon request, such records as the parties thereto agree are pertinent to arbitration.
- vi. Each party shall bear the full cost of preparing the presenting of its own case. The fee of the arbitrator and their incidental expenses shall be shared equally by the Employer and the Association. The decision at any step in the grievance procedure, including the decision of the arbitrator shall not be retroactive to a date more than ten (10) business days prior to the date the grievance was first submitted in writing to the Employer but in no event prior to the offending event. The time limits provided in various steps of the grievance procedure may be extended by mutual agreement of both parties. Any grievance not appealed to the next highest step in accordance with the time limits shown or mutually extended shall be considered on the basis of the last decision rendered by the Employer.

#### **Article 11 – Longevity and Recognition Payment**

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

Police Department Seniority/Longevity: Longevity shall be defined as length of continuous service in the Chatham Police Department commencing with the date of appointment as a regular, full-time police officer. Seniority shall be defined as the length of service within a specific rank structure. This will begin with the highest rank position within the department and then through the most recent appointment. In cases where two or more employees were appointed on the same date, seniority shall be based upon the alphabetical order of last names.

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

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

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

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

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

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

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

## Article 12 – Layoffs

The Town will provide the Association notice of any lay-off one-hundred and five (105) days prior to implementation. The parties will thereafter meet forthwith to negotiate the impacts of the proposed layoffs. The Town will provide the employee at least sixty (60) days of notice prior to issuing a layoff notice.

When a layoff is proposed in a particular Association position, Association members with greater seniority in a like position shall have bumping rights over those employees with less seniority provided said employee is qualified.

## Article 13 – Classification and Compensation

13.1 Wages paid to Employees in the classifications covered by this Agreement shall be summarized in *Appendix D*, which equates to the Town of Chatham Compensation Schedules for Personnel Policy Employees. Effective July 1, 2012, the wages on this schedule shall be increased by 0.00%. Effective July 1, 2013, the wages on this schedule shall be increased by 0.5% as a Cost of Living Adjustment (COLA). Effective July 1, 2014, the wages shall be increased by 1.00%.

13.2 Any employee who is willfully assigned by the Town or the Town's designee to a vacant position in a higher grade and assumes all the duties required of that position shall, commencing with the first day of such assignment by the Town, be paid at that step in the higher grade which reflects an increase over the employee's regular rate of pay in his/her regular position.

### 13.3 Pay Increases — Adjustments and Merits

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

- (a) The next July 1 following hire, except for employees hired after December 31st, employees shall receive a step raise after six months and again July 1<sup>st</sup> of the following year.
- (b) Thereafter, one year from the date of his/her previous increase until the maximum is reached.

### 13.4 Promotional Increases

An employee receiving a Promotion to a vacant or new position shall, upon assignment resulting from such Promotion, receive, as a minimum, the compensation equivalent of the first Pay Step of the Salary Range for the newly occupied position. If, however, such action does not provide an increase in the employee's pay of at least 5%, the employee's pay shall be adjusted, within the

new position's salary range, to the Pay Step which shall provide the equivalent of at least a 5% increase.

### 13.5 Professional Growth Recognition Pay

Professional Growth Recognition Pay shall be granted to an employee who enhances his or her position and the professional strength of Town government by the successful, documented receipt of a college degree, professional certification, license, or related combination of special training and achievement. Following a recommendation from the employee's supervisor and/or Department Head and the prior approval of the Town Manager, an employee shall receive a pay adjustment equal to one Pay Step in recognition thereof. Should said employee already be at the top Pay Step for the position held, the equivalent of a one step pay increase will be awarded. Employees receiving benefits under Section 13.6 below (Police Education Incentive), shall not be eligible for benefits under this section.

All pay adjustments provided for professional growth recognition pay shall be subject to the availability of funds. If funds are not immediately available, they shall be provided in the next budget cycle and be retroactive to date of certification.

### 13.6 Police Education Incentive

The parties acknowledge that the Town adopted MGL Chapter 41, Section 108L (Quinn Bill) by the Annual Town Meeting in May 2001. Upon acceptance of M.G.L. Chapter 41, Section 108L, in 2001, the provisions of the law have been incorporated into the Collective Bargaining Agreement together with the following paragraphs:

- (A) The Town will continue pay education incentive pursuant to M.G.L. Chapter 41, Section 108L, commonly known as the "Quinn Bill." The Town shall make payment due under the Quinn Bill in 26 equal payments on a bi-weekly basis in accordance with the eligibility as determined by the Board of Higher Education. In the event the Board of Higher Education determines a police officer is not eligible for certification and M.G.L. Chapter 41, Section 108L or is eligible at a lower percentage rate than he/she has been paid, the officer shall repay the Town any payments to which he/she was not entitled. The Town and the officer will meet to determine a repayment schedule not to exceed six (6) months.
- (B) Effective July 1, 2001 payments made pursuant to M.G.L. Chapter 41, Section 108L shall be included in the base pay for overtime calculations.
- (C) Effective July 1, 2011 the Town of Chatham agrees to pay each eligible bargaining unit employee 100% (One Hundred Percent) of the Education Incentive payment equal to 100% of the Quinn Bill (M.G.L. Chapter 41, Section 108L) to all employees currently participating in the Quinn Bill Education Incentive program as it existed as of July 1, 2009, as well as to employees employed prior to July 1, 2009 who had begun to accumulate credit hours for degrees in law enforcement, criminal justice or law prior to September 1, 2009.

Future employees who transfer from another department where they had been included in an education incentive program pursuant to M.G.L. Chapter 41, Section 108L and were eligible to receive benefits under the same shall be eligible for this education incentive.

If the Quinn Bill (M.G.L. Chapter 41, Section 108L) is replaced, repealed or amended by the Commonwealth of Massachusetts or the Town of Chatham revokes acceptance of said statute the Town of Chatham agrees to continue to pay each bargaining unit employee currently participating in the program 100% of the education incentive they are currently receiving.

(D) For officers hired after August 21, 2012, and beginning with fiscal year 2014, the following Education Incentive applies:

- 1) The Town of Chatham will authorize an Education Incentive payment of \$5,000 per year for officers with a bachelor's degree or better from a nationally accredited higher education institution in the following concentrations, Criminal Justice, Public Administration, Law, Psychology, or Sociology.
- 2) A bachelor's degree in another concentration that has a significant connection with police work, at the discretion of the chief, can also be considered for the \$5,000 Education Incentive annual payment.
- 3) Higher level degrees or multiple degrees are not consideration for any additional payments above the \$5,000 Education Incentive annual payment.
- 4) Payment shall be made on the first pay period of the new fiscal year commencing in July of each year.

### 13.7 Education Assistance

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

- (a) Application for reimbursable course work should be made through the employee's Department Head prior to taking the course(s) of study.
- (b) Approved courses shall be taken at Massachusetts State or Community colleges, or other similarly accredited institutions.
- (c) Evidence of a minimum course grade of "C" or its equivalent must be attained to qualify for reimbursement.
- (d) Reimbursement shall be at the rate of 100% of the expended and documented

costs for course related fees, books, and tuition but excluding travel related costs with a cap of \$2,000 per person per fiscal year.

Courses of study reimbursable under this program shall be conducted outside the employee's scheduled hours of work. Flexibility in scheduling work hours may be made at the discretion of the Department Head based on the needs of the Town. Employees receiving benefits under Section 13.6 above (Police Education Incentive), shall not be eligible for reimbursement under this section.

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

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

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

A copy of a written appraisal shall be prepared relative to each appraisal discussion, be made available to the employee, and become part of the employee's official personnel record. Appraisal discussions shall be conducted by the employee's immediate supervisor. Disagreements in reaching consensus between the employee and supervisor are subject to the grievance process in Article 10, but shall not be eligible for arbitration under Article 10, unless the appraisal results in the denial of a step increase, demotion, suspension or termination.

#### **Article 15 – Job Posting and Bidding**

15.1 When a position covered by this Agreement becomes vacant or a new position vacancy occurs, and the Town determines a need to fill said vacancy, the position shall be posted in a conspicuous place in each Town office building for all employees covered by this Agreement listing the pay, duties and qualifications, area, shift and days off. This notice of vacancy shall remain posted for a minimum of ten (10) working days. Employees interested in the position shall have until the posted deadline to submit a letter of interest to the Human Resource Department.

15.2 The Town retains the right to select the applicant with the greatest qualifications and ability, whether or not he/she is an employee. The Town shall advertise within the unit first for ten (10) working days. If in the judgment of the Town the employees bidding on the job are not qualified, the Town has the right to hire from outside the unit.

15.3 In the event that a member of the bargaining unit is not selected for the vacant position in favor of an outside hire, the member not selected may request a meeting with the Town Manager to discuss his or her concerns.

15.4 Any dispute hereunder shall be subject to the grievance and arbitration procedure.

15.5 Bargaining unit members shall be given priority in the case of equal qualifications. In all applications of longevity under this Agreement, the ability of the Employees shall mean the qualifications and ability of an Employee to perform the required work with minimal training. Position selections shall be subject to the grievance and arbitration procedure. Where qualifications and ability are equal, longevity shall be the determining factor.

#### **Article 16 Hours of Work and Overtime**

##### **16.1 Classification of Employees**

- a. Managerial Group – An employee occupying a position classified in this group is not entitled to overtime compensation or compensatory leave. Employees in this group shall receive an additional five days of time off with pay or compensation to be earned at the rate of one-half day per month not to exceed five days in a twelve month period. Any unused portion of the time off with pay may be converted at the end of the twelve month period to a lump sum commensurate with the employee's daily equivalent of pay as of June 30<sup>th</sup>.
- b. Administrative, Professional or Supervisory Group – An employee occupying a position classified in this group is not entitled to overtime compensation. For time worked outside of the employee's normal hours of work, he or she is entitled to take the amount of equal compensatory time off as approved by the employee's Department Head.
- c. Labor and Maintenance Group – An employee in this group shall be compensated at time and one-half times his or her regular hourly rate for hours worked in excess of forty (40) in a payroll week but only when said overtime is authorized by the appropriate Department Head.
- d. Clerical Group – An employee in this group shall be compensated at the straight time hourly rate for his or her position which corresponds to his or her Pay Step Rate for hours worked in excess of thirty-five (35) hours per week, but less than forty (40) only when said overtime is authorized by the proper Department Head. Authorized overtime in excess of forty (40) hours shall be paid at one and one-half times the employee's equivalent hourly rate.
- e. Part-time Employees – Part-time employees in all groups shall be compensated at their hourly rate for up to forty (40) hours in a payroll week, and except for employees in the Managerial group, and employees in the Administrative,

Professional and Supervisory Group, when authorized to work in excess of forty (40) hours shall be paid at the rate of time and one-half their hourly rate for said hours worked.

16.2 All hourly employees (Labor and Maintenance Group, Clerical Group) shall provide for one (1) fifteen (15) minute break within every four hours of work.

16.3 All overtime hours shall be assigned on a fair and equitable basis among bargaining unit members in the same department.

16.4 Call Back Pay: An eligible employee who has completed his or her normal work day and who is thereafter recalled by the supervisor prior to the start of their next shift shall receive a minimum of three (3) hours pay for such authorized call back at one and one half times the employee's equivalent hourly rate.

16.5 Police Administration Officers Swaps/Substitutions - Police command/administrative personnel shall work a weekly 5 days schedule followed by 2 days off. The days off shall consist of at least one weekend day as determined by the Chief of Police. Swapping of days off may be allowed, but must be pre-approved by the Chief of Police. The hours of work shall be primarily a day shift schedule. However, the hours, days off and shifts will be reasonably flexible in accordance with legitimate needs of the department as determined by the Chief of Police. It is agreed that police command/administrative personnel shall be subject to call backs and off-shift work at times based upon legitimate needs and circumstances of the department.

#### **Article 17 – Compensatory Time**

17.1 All employees in the Administrative, Professional or Supervisory Group who do not receive monetary reimbursement for hours worked beyond normal work hours per week shall instead receive compensatory time off from work equal to time and one half (1½) their regular rate of pay.

17.2 All non-exempt employees covered by the Agreement who can receive monetary reimbursement for hours worked beyond their normal schedule (Labor and Maintenance Group, Clerical Group) shall be given the option to receive compensatory time off from work equal to time and one half (1½) their regular rate of pay or monetary reimbursement.

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

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

17.5 It shall be the responsibility of the employee to maintain individual records of compensatory hours and submit the information to his/her supervisor. Each Department shall maintain a list of department employees who are currently owed compensatory time and the number of hours of compensatory time owed.

## Article 18 - Temperature Clause

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

## Article 19 - Paid Holidays

19.1 The following days shall be considered paid holidays:

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

19.2 Holidays falling on a Sunday are celebrated the following Monday. Holidays falling on Saturday are celebrated on the proceeding Friday. If an overtime eligible employee is required to work on a holiday, (s)he will be paid at time and a half.

19.3 Employees shall be entitled to these designated Holidays on the following terms:

- (a) Holiday hours are equal to the employee's normal work hours per day.
- (b) If paid on an hourly basis, Employees shall receive one day's pay at said employee's regular rate of pay based on the number of hours that employee would have been scheduled to work on the day in which the designated Holiday fell.
- (c) Holiday hours are considered hours worked for purposes of computing overtime pay.

19.4 When a Holiday falls during an employee's vacation time, he/she shall not be charged vacation time for said Holiday.

## Article 20 - Vacation Leave

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

- (a) All benefit eligible employees with less than five (5) years of service covered under this agreement shall accrue vacation leave at .833 days per month of service, equaling 10 vacation days per year.
- (b) All benefit eligible employees covered under this agreement with more than five (5) years but fewer than ten (10) years of service shall accrue vacation leave at 1.25 days per month of service, equaling 15 vacation days per year.

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

20.2 Regular part time employees accrue and earn vacation leave on a prorated basis.

20.3 Vacation leave may be taken at any time during the year, subject to the limitations set forth in the preceding paragraphs, with the approval of the employee's Department Head. Multiple requests for the same vacation week shall be resolved on the basis of seniority and all vacation scheduling is subject to the approval of the Department Head. Any vacation denial must be supported by a valid business reason. A senior employee, however, may not bump a junior employee who has prior approval of the same vacation week(s).

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

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

20.6 Unused vacation leave may be accumulated up to ten (10) days beyond an employees' vacation allowance and carried over into the next vacation eligibility year.

#### **Article 21 – Personal Leave**

A full-time employee in continuous service shall be eligible to receive two (2) Personal days with pay per each fiscal year. One (1) Personal Day with pay per each fiscal year shall be granted to regular part-time employees. A Personal Day may be taken only with the approval of the employee's Department Head. Personal Days may be taken in hourly increments. Personal Days are non-cumulative.

#### **Article 22 – Sick Leave**

The following shall govern sick leave for regular full-time benefit eligible employees in continuous service with the Town. Regular part-time employees shall receive sick leave pay on a proportionate basis.

22.1 An employee in continuous employment shall be allowed 15 days sick leave within each fiscal year, or shall accrue one and one quarter days for each month. Sick Leave may be taken in hourly increments.

22.2 An employee in continuous employment shall annually be credited with the unused portion of sick leave granted under subsection 22.1 up to a maximum of 165 days.

22.3 When necessary, sick leave may be used by an employee to take care of an ill member of their immediate family, domestic relationship or household, subject to the same provisions as in section 22.1 above. Immediate family shall consist of mother, father, brother, sister, spouse, partner, child, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, foster, step and/or adopted children.

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

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

22.6 Upon death, retirement, or voluntary resignation, payment shall be made of twenty-five (25) percent of accumulated sick leave. Additionally, the retiring or resigning benefits eligible employee shall be allowed to donate to the Sick Leave Bank twenty-five (25) percent of his or her remaining sick leave. Employees hired after May 1, 2013 shall not be paid for their accumulated and unused sick time upon their death, retirement or voluntary separation of service.

22.7 Employees who have reached the maximum of one hundred sixty-five (165) days accumulation and who have not used any sick leave during a six-month period ending either December 31 or June 30 shall be entitled to convert two days of sick leave (2/10 of the employee's biweekly pay) to a sum commensurate with the employee's regular rate of pay.

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

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

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

#### **Article 23 – Sick Leave Bank**

23.1 By completing an Employee Sick Leave Bank Donation Form, an employee may elect to contribute two of his/her personal sick leave days on July 1 of each fiscal year into a Sick Leave Bank to be administered by a committee appointed by the CMEA Board of Directors in

conjunction with the Human Resource Department. The Sick Bank Committee shall consist of three (3) members of the bargaining unit who contribute to the Sick Leave Bank. Each member of the committee is appointed for a period of two (2) years or until a successor is appointed. The Human Resource Director or his/her designee shall serve as an ex-officio member and shall be responsible for maintaining the records for the Committee. The Committee shall appoint its own Chairperson and may by majority vote recommend replacement of a member. The Sick Bank Committee may meet during regular work hours to conduct business as necessary without loss of pay.

23.2 At any time with written notice an Employee may elect to withdraw from the Sick Leave Bank, however, all hours contributed to date shall remain in the Sick Leave Bank.

23.3 Town of Chatham Employees covered by this collective bargaining agreement, who earn Sick Leave credits and have been employed for six (6) months or more in a permanent status, are eligible to participate in the Sick Leave Bank. For employees with work week schedules less than full time, the days contributed and used shall be calculated on a pro rata basis.

23.4 An employee who has exhausted or expected to exhaust all of his/her accumulated Sick Leave and who has completed the probationary period, can make written application stating reason along with a physician's certificate while maintaining HIPAA regulations to the Human Resources Director for confirmation of eligibility and referral to the Sick Bank Committee for the use of sick bank days in the case of a serious long-term illness. However, only employees who have actively contributed to the bank shall be eligible to draw from the bank.

23.5 A majority vote of the Sick Bank Committee shall be necessary for the granting of Sick Leave Bank days, and in making its decision, the Sick Bank Committee shall review the employee's length of service, prior sick leave records, and facts surrounding the request. Increments of thirty (30) days may be awarded by the Sick Bank Committee.

23.6 Decisions may be appealed to the CMEA Board of Directors.

23.7 The Town shall maintain up-to-date records of allocations to and from the Sick Bank, which shall be made available to the Sick Bank Committee.

#### **Article 24 – Workmen's Compensation**

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

24.2 Indemnification of employees covered by this Agreement shall be in accordance with the provisions of MGL, Chapter 41, Section 100. "Indemnification of police officers, firemen and persons aiding them; actions for intentional or negligent injuries inflicted upon same.

### **Article 25 – Bereavement Leave**

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

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

25.3 Bereavement Leave permits eligible employees to take time off from work with regular pay for up to three (3) business days for the purpose of bereavement of grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law; step and/or adopted children living in the immediate household.

25.4 Regular part-time employees may receive Bereavement Leave on a basis proportional to the number of regularly scheduled hours of work.

### **Article 26 – Family and Medical Leave Act**

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

### **Article 27 – Jury Duty, Leave of Absence**

#### **27.1 Jury Duty**

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

#### **27.2 Leave of Absence**

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

#### **27.3 Military Leave**

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

## **Article 28 – Boots**

28.1 The Town will reimburse employees working in the Labor and Maintenance Group up to \$150 per year for work boots.

## **Article 29 – Mileage Reimbursement for Town Business**

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

## **Article 30 – Group Medical Insurance & Benefits**

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

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

## **Article 31 – Employee Personnel Files**

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

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

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

## **Article 32 – Direct Deposit**

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

## **Article 33 - Drug and Alcohol**

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

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

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

#### Article 34 - Duration

34.1 This agreement shall be effective from July 1, 2012 through June 30, 2015 and shall continue in full force and effect until superseded by a new contract.

**Chatham Municipal Employees Association**

**Town of Chatham**

Steph F. Smith

Sharonne Alderson

Dany J. Kandi

[Signature]

M. Calum

[Signature]

Patricia Brown

[Signature]

May 6, 2013  
Date

May 7, 2013  
Date

Gonzalo Curry

Steven J. Llewellyn

[Signature]

Paula A. Tobin

The Town recognizes the Association as the sole and exclusive bargaining unit for all of the regular, full-time and part-time, professional and nonprofessional employees as follows:

- All positions in the Accounting Department
- All positions in the Assessing Department
- All positions in the Treasurer/Collector Department
- All positions in the Channel 18 Department
- All positions in the Town Clerk Department
- All positions in the Information Systems Department
- All positions in the Parks and Recreation Department
- All positions in the Community Development Department
- All positions in the Department of Public Works, including Highway, Transfer Station and Water and Sewer
- All positions in the Building and Maintenance Department
- All positions in the Health and Environment Department, including Coastal Resources, Conservation and Shellfish
- All positions in the Harbormaster Department
- All positions in the Council on Aging
- All positions in the Police Department, not covered by the Chatham Sergeants and Patrol Officers Union M.C.O.P. Local 294, AFL-CIO; Chatham Police Dispatchers Association, NEBPA Local 115 or any other bargaining unit
- All positions in the Fire Department, not covered by the Chatham Permanent Firefighters Local 2712, International Association of Firefighters or any other bargaining unit
- All positions in the Cemetery Department
- All positions in the Town Manager Department

Town of Chatham

Chatham Municipal Employee Association

Sam Parnell

Steve N. White

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\_\_\_\_\_

\_\_\_\_\_

Steve Moore

Mr. Calum

Cathy Schaffner

A. M. ...

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4-21-11  
Date

APPENDIX B

Negotiated Confidential Employee Positions

Town Manager	Police Chief
Finance Director	Secretary to Town Manager
Fire Chief	Human Resources Director

Town of Chatham

Sam Parnell

Alexander N. Hoke

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4-21-11  
Date

Chatham Municipal Employee Association

Steward Moore

Mr. Adams

Cathy Schaffner

A. Marshall

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APPENDIX C

Employee Benefits

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

Town of Chatham

Chatham Municipal Employee Association

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6-2-11  
 Date

APPENDIX D  
Town of Chatham/CMEA  
First Compensation Schedule

Grades	Bi weekly Hrs. Worked	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
9	80	Annual	90,209.60	92,747.20	95,243.20	97,739.20	100,276.80	102,772.80	105,227.20	107,348.80
		bi-wkly	3469.60	3567.20	3663.20	3759.20	3856.80	3952.80	4047.20	4128.80
		hrly	43.37	44.59	45.79	46.99	48.21	49.41	50.59	51.61
8	80	Annual	79,144.00	81,348.80	83,553.60	85,758.40	87,942.40	90,147.20	92,352.00	94,182.40
		bi-wkly	3044.00	3128.80	3213.60	3298.40	3382.40	3467.20	3552.00	3622.40
		hrly	38.05	39.11	40.17	41.23	42.28	43.34	44.40	45.28
7	80	Annual	74,256.00	76,336.00	78,353.60	80,433.60	82,492.80	84,593.60	86,632.00	88,358.40
		bi-wkly	2856.00	2936.00	3013.60	3093.60	3172.80	3253.60	3332.00	3398.40
		hrly	35.70	36.70	37.67	38.67	39.66	40.67	41.65	42.48
6	80	Annual	58,843.20	60,507.20	62,108.80	63,772.80	65,395.20	67,017.60	68,660.80	70,096.00
		bi-wkly	2263.20	2327.20	2388.80	2452.80	2515.20	2577.60	2640.80	2696.00
		hrly	28.29	29.09	29.86	30.66	31.44	32.22	33.01	33.70
5	80	Annual	56,534.40	58,115.20	59,696.00	61,235.20	62,816.00	64,417.60	65,977.60	67,288.00
		bi-wkly	2174.40	2236.20	2296.00	2355.20	2416.00	2477.60	2537.60	2588.00
		hrly	27.18	27.94	28.70	29.44	30.20	30.97	31.72	32.35
4	80	Annual	49,171.20	50,564.80	51,916.80	53,268.80	54,662.40	56,014.40	57,366.40	58,510.40
	70	bi-wkly	1891.20	1944.80	1996.80	2048.80	2102.40	2154.40	2206.40	2250.40
	hrly	1654.80	1701.70	1747.20	1792.70	1839.60	1885.10	1930.60	1969.10	
3	80	Annual	41,828.80	42,993.60	44,179.20	45,302.40	46,488.00	47,611.20	48,796.80	49,774.40
	70	bi-wkly	1608.80	1653.60	1699.20	1742.40	1788.00	1831.20	1876.80	1914.40
	hrly	1407.70	1446.90	1486.80	1524.60	1564.50	1602.30	1642.20	1675.10	
2	80	Annual	36,025.60	37,003.20	38,022.40	39,062.40	40,040.00	41,036.40	42,036.80	42,848.00
	70	bi-wkly	1385.60	1423.20	1462.40	1502.40	1540.00	1578.40	1616.80	1648.00
	hrly	1212.40	1245.30	1279.60	1314.60	1347.50	1381.10	1414.70	1442.00	
1	80	Annual	30,492.80	31,324.80	32,136.00	32,968.00	33,820.80	34,673.60	35,547.20	36,233.60
	70	bi-wkly	1172.80	1204.80	1236.00	1268.00	1300.80	1333.60	1367.20	1393.60
	hrly	1026.20	1054.20	1081.50	1109.50	1138.20	1166.90	1196.30	1219.40	
			14.66	15.06	15.45	15.85	16.26	16.67	17.09	17.42

Note: Regular parttime employees are also compensated at these hourly rates.  
Seasonal and temporary employees are compensated on separate schedules.

APPENDIX D  
Town of Chatham/CMEA  
Second Compensation Schedule

Grades	Bi-weekly Hrs. Worked	Pay Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
15	80	annual	94,473.60	96,824.00	99,257.60	101,753.60	104,270.40	106,891.20	109,553.60	112,299.20	115,107.20
		bi-wkly hrly	3,633.60 46.42	3,724.00 46.55	3,817.60 47.72	3,913.60 48.92	4,010.40 50.13	4,111.20 51.39	4,213.60 52.67	4,319.20 53.99	4,427.20 55.34
14	80	annual	87,900.80	90,084.80	92,331.20	94,640.00	96,990.40	99,465.60	101,920.00	104,436.80	107,078.40
		bi-wkly hrly	3,380.80 42.26	3,464.80 43.31	3,551.20 44.39	3,640.00 45.50	3,730.40 46.63	3,825.60 47.82	3,920.00 49.00	4,016.80 50.21	4,118.40 51.48
13	80	annual	81,744.00	83,803.20	85,883.20	88,025.60	90,230.40	92,497.60	94,785.60	97,198.40	99,611.20
		bi-wkly hrly	3,144.00 39.30	3,223.20 40.29	3,303.20 41.29	3,385.60 42.32	3,470.40 43.38	3,557.60 44.47	3,645.60 45.57	3,738.40 46.73	3,831.20 47.89
12	80	annual	76,044.80	77,937.60	79,913.60	81,889.60	83,948.80	86,049.60	88,192.00	90,376.00	92,560.00
		bi-wkly hrly	2,924.80 36.56	2,997.60 37.47	3,073.60 38.42	3,149.60 39.37	3,228.80 40.36	3,309.60 41.37	3,392.00 42.40	3,476.00 43.45	3,560.00 44.50
11	80	annual	70,740.80	72,529.60	74,318.40	76,211.20	78,083.20	80,038.40	82,035.20	84,073.60	86,195.20
		bi-wkly hrly	2,720.80 34.01	2,789.60 34.87	2,858.40 35.73	2,931.20 36.64	3,003.20 37.54	3,078.40 38.48	3,155.20 39.44	3,233.60 40.42	3,315.20 41.44
10	80	annual	65,811.20	67,475.20	69,139.20	70,865.60	72,633.60	74,443.20	76,336.00	78,208.00	80,184.00
		bi-wkly hrly	2,531.20 31.64	2,595.20 32.44	2,659.20 33.24	2,725.60 34.07	2,793.60 34.92	2,863.20 35.79	2,936.00 36.70	3,008.00 37.60	3,084.00 38.55
9	80	annual	61,235.20	62,753.60	64,313.60	65,936.00	67,579.20	69,243.20	70,990.40	72,779.20	74,568.00
		bi-wkly hrly	2,355.20 29.44	2,413.60 30.17	2,473.60 30.92	2,536.00 31.70	2,599.20 32.49	2,663.20 33.29	2,730.40 34.13	2,799.20 34.99	2,868.00 35.85
8	80	annual	56,950.40	58,364.80	59,820.80	61,339.20	62,857.60	64,438.40	66,040.00	67,683.20	69,368.00
		bi-wkly hrly	2,190.40 27.38	2,244.80 28.06	2,300.80 28.76	2,369.20 29.49	2,417.60 30.22	2,478.40 30.98	2,540.00 31.75	2,603.20 32.54	2,668.00 33.36
7	80	annual	52,998.40	54,288.00	55,640.00	57,054.40	58,468.80	59,945.60	61,422.40	62,961.60	64,563.20
		bi-wkly hrly	2,038.40 25.48	2,088.00 26.10	2,140.00 26.76	2,194.40 27.43	2,248.80 28.11	2,305.60 28.82	2,362.40 29.53	2,421.60 30.27	2,483.20 31.04
6	80	annual	49,275.20	50,502.40	51,771.20	53,081.60	54,392.00	55,764.80	57,699.20	58,552.00	60,028.80
		bi-wkly hrly	1,865.20 23.89	1,942.40 24.28	1,991.20 24.89	2,041.60 25.62	2,092.00 26.15	2,144.80 26.81	2,144.80 27.74	2,219.20 28.15	2,252.00 28.86
6	70	annual	43,115.80	44,189.60	45,299.80	46,446.40	47,593.00	48,794.20	50,486.80	51,233.00	52,525.20
		bi-wkly hrly	1,658.30 23.69	1,699.60 24.28	1,742.30 24.89	1,786.40 25.62	1,830.50 26.15	1,876.70 26.81	1,941.80 27.74	1,970.50 28.15	2,020.20 28.86
5	80	annual	45,843.20	47,008.00	48,152.00	49,379.20	50,585.60	51,854.40	53,164.80	54,498.00	55,848.00
		bi-wkly hrly	1,763.20 22.04	1,808.00 22.60	1,852.00 23.15	1,899.20 23.74	1,945.60 24.32	1,994.40 24.93	2,044.80 25.66	2,096.00 26.20	2,148.00 26.95
5	70	annual	40,112.80	41,132.00	42,133.00	43,206.80	44,262.40	45,372.60	46,519.20	47,684.00	48,867.00
		bi-wkly hrly	1,542.80 22.04	1,582.00 22.60	1,620.50 23.15	1,661.80 23.74	1,702.40 24.32	1,745.10 24.93	1,789.20 25.66	1,834.00 26.20	1,879.50 26.95
4	80	annual	42,660.80	43,700.80	44,803.20	45,905.60	47,070.40	48,214.40	49,462.40	50,710.40	51,937.60
		bi-wkly hrly	1,640.80 20.51	1,680.80 21.01	1,723.20 21.54	1,765.60 22.07	1,810.40 22.63	1,854.40 23.18	1,902.40 23.78	1,950.40 24.38	1,997.60 24.97
4	70	annual	37,328.20	38,238.20	39,202.80	40,167.40	41,186.60	42,187.60	43,279.60	44,371.60	45,445.40
		bi-wkly hrly	1,435.70 20.51	1,470.70 21.01	1,507.80 21.54	1,544.90 22.07	1,584.10 22.63	1,622.60 23.18	1,664.80 23.78	1,706.60 24.38	1,747.90 24.97
3	80	annual	39,644.80	40,643.20	41,683.20	42,723.20	43,763.20	44,928.00	45,988.00	47,153.60	48,318.40
		bi-wkly hrly	1,524.80 19.06	1,563.20 19.64	1,603.20 20.04	1,643.20 20.54	1,683.20 21.04	1,728.00 21.60	1,768.00 22.11	1,813.60 22.67	1,858.40 23.23
3	70	annual	34,689.20	35,562.80	36,472.80	37,382.80	38,292.80	39,312.00	40,240.20	41,259.40	42,278.60
		bi-wkly hrly	1,334.20 19.06	1,367.80 19.64	1,402.80 20.04	1,437.80 20.54	1,472.80 21.04	1,512.00 21.60	1,547.70 22.11	1,588.90 22.67	1,628.10 23.23
2	80	annual	36,899.20	37,814.40	38,771.20	39,728.00	40,726.40	41,745.60	42,785.60	43,846.40	44,948.80
		bi-wkly hrly	1,419.20 17.74	1,454.40 18.18	1,491.20 18.64	1,528.00 19.10	1,566.40 19.58	1,605.60 20.07	1,645.60 20.57	1,686.40 21.08	1,728.80 21.61
2	70	annual	32,286.80	33,087.60	33,924.80	34,762.00	35,635.60	36,527.40	37,437.40	38,365.60	39,330.20
		bi-wkly hrly	1,241.80 17.74	1,272.60 18.18	1,304.80 18.64	1,337.00 19.10	1,370.60 19.58	1,404.90 20.07	1,439.90 20.57	1,475.60 21.08	1,512.70 21.61
1	80	annual	34,320.00	35,172.80	36,067.20	36,961.60	37,876.80	38,833.60	39,832.00	40,788.80	41,808.00
		bi-wkly hrly	1,320.00 16.50	1,352.80 16.91	1,387.20 17.34	1,421.60 17.77	1,456.80 18.21	1,493.60 18.67	1,532.00 19.15	1,568.80 19.61	1,608.00 20.10
1	70	annual	30,030.00	30,776.20	31,558.80	32,341.40	33,142.20	33,979.40	34,853.00	35,690.20	36,582.00
		bi-wkly hrly	1,155.00 16.50	1,183.70 16.91	1,213.80 17.34	1,243.90 17.77	1,274.70 18.21	1,306.90 18.67	1,340.50 19.15	1,372.70 19.61	1,407.00 20.10

Note: Regular part time employees are also compensated at these hourly rates.  
Seasonal and temporary employees are compensated on separate schedules.

**SIDE LETTER OF AGREEMENT  
BETWEEN  
THE TOWN OF CHATHAM  
AND  
THE CHATHAM MUNICIPAL EMPLOYEES ASSOCIATION**

For good and valuable consideration, each to the other given, the Town of Chatham (the "Town") and the Chatham Municipal Employees Association (the "Association") hereby agree to the following:

1. The Town and the Association recently concluded negotiations for a collective bargaining agreement that is effective through June 30, 2015. The parties acknowledge that it was not their intent to reduce any wages or benefits currently being received by Deputy Fire Chief Peter Connick, Police Captain John Cauble, and Lt. Michael Anderson.
2. To the degree that any terms contained in the collective bargaining agreement between the Association and the Town differ from wages or benefits currently received by Deputy Fire Chief Peter Connick, Police Captain John Cauble, and Lt. Michael Anderson, the Town agrees not to reduce the wages or benefits being received by the three above-named individuals.
3. This agreement shall be limited to the three above-named individuals. Any employee hired into the position of Deputy Fire Chief, Police Captain or Police Lieutenant following execution of this letter shall receive wages and benefits in accordance with the collective bargaining agreement between the Town and the Association.
4. This agreement shall be effective until a successor collective bargaining agreement is negotiated, provided such successor agreement is ratified on or before January 1, 2016.

**CHATHAM MUNICIPAL  
EMPLOYEES ASSOCIATION**

David D. Kasser Jr.  
Steven T. Leavenworth  
Mary Fougere

**BOARD OF SELECTMEN**

Florence Aeldin  
[Signature]  
[Signature]  
[Signature]

Patricia Bush  
Stat. F. & S. Sect.  
Paula A. Tabira

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Dated: May 9, 2013