



AGREEMENT

BY AND BETWEEN

THE TOWN OF MAYNARD, MASSACHUSETTS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES

AFL/CIO, STATE COUNCIL NUMBER 93, LOCAL 1703

JULY 1, 2011 TO JUNE 30, 2014

TABLE OF CONTENTS

1.	PREAMBLE	3
1.1	RECOGNITION	3
2.	MANAGEMENT RIGHTS	3
3.	UNION DUES AND INITIATION FEES	3
4.	DISCRIMINATION	4
5.	GRIEVANCE PROCEDURE	4
6.	SENIORITY	5
7.	PROBATION	6
8.	CLASSIFICATION, PAY SCHEDULE & PERFORMANCE EVALUATION	6
9.	HOURS OF WORK	7
10.	JOB POSTING AND BIDDING	8
11.	HOLIDAYS	9
12.	VACATIONS	10
13.	SICK LEAVE	10
14.	BEREAVEMENT LEAVE	13
15.	PERSONAL DAYS	13
16.	JURY DUTY.....	13
17.	HEALTH AND WELFARE	13
18.	EXTREMES AND WEATHER	14
19.	MILITARY LEAVE	14
20.	SAFETY COMMITTEE CODE	14
21.	ITEMS PROVIDED BY TOWN	15
22.	MATERNITY LEAVE	15
23.	EMPLOYEE RECORDS	15
24.	MISCELLANEOUS PROVISIONS	15
24.1	BULLETIN BOARDS	16
24.2	MILEAGE	16
24.3	EDUCATIONAL LEAVE	16
24.4	EDUCATIONAL DEVELOPMENT	16
24.5	CUSTODIAN'S WORK BOOTS/EXTREME WEATHER GEAR	17
24.6	JOB UPGRADE	17
24.7	JOB RECLASSIFICATION	17
24.8	ACCESS TO PREMISES	17
24.9	SERVING ON A TOWN BOARD	17
25.	SALARY ADMINISTRATION PLAN ENTRANCE PAY	18
25.1	ANNIVERSARY DATE	18
26.	PROHIBITION STRIKES	18
27.	EFFECTIVE DATE AND DURATION	20
28.	SUCCESSOR CLAUSE	20
	EXECUTION	20
	APPENDIX "A"	21
	PERSONAL LEAVE REQUEST FORM	22
	VACATION REQUEST FORM	23
	LEAVE OF ABSENCE REQUEST	24
	ANNUAL EMPLOYEE PERFORMANCE EVALUATION AND DEVELOPMENT FORM	25
	PERFORMANCE RATING INSTRUCTIONS	26
	JOB PERFORMANCE	27
	EMPLOYEE COMMENT PAGE	31
	REVIEWS	32

1.0 PREAMBLE

This agreement entered into by the Town of Maynard, hereinafter referred to as the Town, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union. The establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and conditions of employment.

1.1 RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, hours and conditions of employment for all permanent full-time and part-time employees of the Maynard Town Building as certified by the Massachusetts Labor Relations Commission ("Commission"), excluding all managerial and confidential employees as described in case No. M.C.R. 3099 dated October 31, 1980, excluding all employees who work less than twenty (20) hours per week. The Council on Aging Van Driver added to Bargaining Union effective July 1, 1984, and the Administrative Assistant to the Fire Chief added to Bargaining Union effective July 1, 1993.

2.0 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen of the Town of Maynard, the Administrative Assistant or any other person or body exercising lawful authority and jurisdiction under the Constitution or laws of the Commonwealth of Massachusetts, the By-laws of the Town of Maynard; or any other statute or regulations, except as specifically set forth herein. The Town 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 powers, authority and prerogatives, including without limitation the exclusive right of the Board of Selectmen to issue reasonable rules and regulations governing the interpretation, application and administration of this Agreement and the conduct of employees covered by this Agreement; provided that no such rules and regulations shall be inconsistent with the express provisions of this Agreement.

3.0 UNION DUES AND INITIATION FEES

Employees shall tender the initiation fees, if any and monthly membership dues by signing the authorization of dues forms. During the life of this Agreement and in accordance with the term of the form of authorization of check off dues hereinafter set forth, the Town agrees to deduct Union Membership Dues, levied in accordance with the constitution of the Union, from the pay of each employee who executes or has executed such form, and remit the aggregate amount to the treasurer of the Union, along with a list of employees who have said dues deducted. Such remittance shall be by the 10th day of the succeeding month.

The Union shall indemnify and save the Town of Maynard harmless against any and all claims, demands, suits or other form of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section. The Town agrees that it will request the Town Treasurer to deduct membership dues from the salaries of its employees who have voluntarily submitted a written authorization in the form set below. The Town will, to the extent permitted by law, and for all employees in the Bargaining Unit who are not members of the Union, on or after the 30th day following the beginning of such employment, or thirty (30) days following.

The date of the signing of this Agreement, whichever is later, pay an agency service fee to the Union, said agency service fee will approximate an amount of money equal to that amount of money paid by comparable employees in the Bargaining Unit who are members of the Union, this agency fee shall be limited to and shall not exceed an amount equal to the Union's regular and usual membership dues for those employees covered by this Agreement. The Town agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amounts to the Treasurer of the Union in accordance with the terms of authorization for payroll deduction for service fee as set forth herein.

4.0 DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the Bargaining Unit without discriminations as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision to the agreement.

5.0 GRIEVANCE PROCEDURE

Any grievance which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1: The Union Steward, with the aggrieved employee, shall take up the grievance or dispute in writing with the Department Head within ten (10) working days of the date of the grievance or knowledge by the grieved employee as to its occurrence. The Department Head shall attempt to adjunct the matter and shall respond to the Steward within ten (10) working days submittal.

Step 2: If the grievance remains unsettled, it shall be presented in writing to the Town Administrator within ten (10) working days after the response of the Department Head is due, and prior to the next scheduled meeting of the Board. The Town Administrator shall respond in writing within ten (10) working days after such regularly scheduled meeting.

Step 3: In the event that Steps 1 & 2 fail, at the request of either party, the grievance shall be submitted within 30 days to the American Arbitration Association and shall be subject to the rules of such association. The fees and expenses of the arbitrator shall be borne equally by both of the parties.

6.0 SENIORITY

Seniority, within similar job classifications of the Town will be considered as the length of an employee's continuous service in the Town of Maynard. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff for less than three (3) months, authorized leave of absence for less than three (3) months or any call to military service for the duration of such call. Seniority will be given to consideration in all cases of promotion, transfer or inter-department assignment of shift work, except in the event of layoff or decrease of work force. Seniority within similar job classification shall be the deciding factor. Any employees laid off shall have the right to bump other employees in the same department having less seniority and the most senior employee in a given department shall be recalled first.

An employee will forfeit his right to seniority if any one of the following conditions occurs:

1. If the employee quits or resigns his/her position.
2. If the employee is discharged, is terminated from his employment or retires from his/her position.
3.
 - a. If the employee is absent from his/her position for five (5) consecutive working days without notifying the Town of his/her absence.
 - b. If the employee is absent with notification to the Town and if the reason for absence is determined to be inadequate.
4. If the employee fails to report for work at the expiration of a leave of absence granted by the Town.
5. If the employee has been absent from his/her work for a consecutive period of three (3) months for any reason.
6. All employees shall retain seniority rights upon return to work from vacation leave, authorized leave of absence or any other authorized leave up to three (3) months and authorized medical leave of up to one year if the following criteria is met:
 - a. The employee shall not accept other employment while on medical leave of absence.
 - b. If the person on leave accepts another position, the employer should be notified.

- c. The employer may request medical examination, at any time, during the leave to determine if there has been any change in the medical status.
- d. The termination of such leave will be at the discretion of the employee providing that such discretion shall not be unreasonably exercised.
- e. A doctor's report that determines a person is physically fit to return to work should be submitted before said person returns to his/her position.

7.0 PROBATION

All new employees shall serve ninety (90) calendar days probationary period. During this time, the employee may be discharged or demoted at the discretion of the Town. Such action shall be based on the Administration's evaluation, and the employee shall have no recourse from any such action or decision under the tenors of this Agreement. The probationary period may be extended for another ninety (90) calendar days to fully evaluate the probationary employee's performance.

8.0 CLASSIFICATION, PAY SCHEDULE AND PERFORMANCE EVALUATION

There shall be attached hereto and incorporated herein a classification and pay schedule marked Appendix "A". Employees shall be compensated in accordance with such schedule. Effective July 1, 2012 employees will no longer advance to their next step on the pay scale on their anniversary date, but instead on July 1st of each year. To start this change over, all employees who were due a step increase in FY13 will receive that step increase effective July 1, 2012. Therefore, no employees will be "harmed" by the switch to July 1.

On or around May 1, 2012, there shall be established a Performance Based Evaluation (PBE) for all employees covered by this agreement which shall be implemented and administered as follows:

1. All employees in the bargaining unit will be evaluated annually on or around May 1st. The supervisor and the employee shall meet on or around May 1st to complete the evaluation tool and to make any changes, if necessary, to the evaluation tool for the following year. (To start this PBE, an individualized tool will be created in May of 2012, with the first employee evaluation being completed in May of 2013).
2. The PBE consists of five (5) categories which will be universal to all members of the bargaining unit: Customer Service, Time/Attendance, Use of Technology, Energy Conservation/Workplace Efficacy, and Inter-Department Cooperation/Cooperation/Initiatives.
3. These five categories will have five (5) subset categories. Each subset will attempt to have quantifiable values and will be decided on between the employee and their direct supervisor and approved by the Town Administrator. These subsets may either be improvements on existing systems or processes, or develop and establish new standards which reflect "best practices" in similar settings.
4. Each employee will receive one point for each goal that is met, with five (5) possible points per category and twenty-five (25) possible points total.
5. At the supervisor's request and the approval of the Town Administrator, or at the request of the Town Administrator, up to three (3) additional points may be added to the employee's total score for outstanding program, initiative, implemented suggestion, cost-saving measure or exemplary overall work performance or exemplary overall work improvement.
6. Employees who score between twenty-one (21) and twenty-five (25) points shall have six hundred dollars (\$600) added to their base pay on the July 1st following the completed evaluation (to be completed in May). Employees who score between sixteen (16) and twenty (20) points shall have three hundred and fifty dollars (\$350) added to their base pay on the July 1st following the completed evaluation (to be completed in May).
7. The evaluation shall be included in the employee's official personnel file. Employees are allowed to respond, in writing, to any evaluation, which shall also be included in the employee's official personnel file.

9.0 HOURS OF WORK

The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, with one (1) fifteen minute break each half shift. A one half hour unpaid lunch break shall be included in the eight (8) hour work shift, except for the maintenance mechanic whose work week shall be five (5) consecutive nine (9) hour days, Monday through Friday inclusive, with a one hour unpaid lunch.

Any employee called back to work for an emergency on the same day after having completed his/her regular shift and before his/her next regular scheduled starting time, will be paid at a minimum of three (3) hours and may choose compensatory time off or overtime pay, both at time and a half as long as it is mutually agreeable between employee and the Department Head.

The Hours of Work to properly reflect Library work schedule is amended. The Library Staff shall be required to work to every third Saturday on a scheduled basis during the school year, unless staff shortages occur upon which the scheduling will be mutually agreed upon between Library Director and Staff. Permanent part-time employees will not work more than thirty (30) hours per week nor less than four (4) hours per day. A forty-five minute meal break will be included in the workday for any Library Employee working five (5) hours or more that day. The library position of Administrative Assistant hours increased to 35/week. If during the contract length a position becomes open, the Town and Union agree to open the contract to discuss hours.

Hours of the Town Building are 8:00a.m. to 4:00p.m. Monday through Friday.

Custodian (Day):

Monday through Friday 7:00a.m. to 4:00p.m.

Custodian (Night)

Monday and Tuesday 5:00 p.m. to 11:00 p.m.

Wednesday 4:00p.m. to 8:00p.m.

Thursday 4:30p.m. to 8:30p.m.

Council On Aging Director

Monday through Friday 9:00a.m. to 2:00p.m.

Council On Aging Van Driver:

Monday through Friday 7:30a.m. to 3:30p.m.

9.1 In a multiple person office (more than one Union Employee covered by this Agreement) the employees will stagger their breaks (lunch, coffee, etc.) so that at least one person remains in the office at all times.

9.2 In acknowledgement of the negotiated increase in work hours for several members of the bargaining unit, the remaining members of the bargaining unit will receive the following stipends permanently add to their base pay.

All Library Employees- \$250

Maintenance Mechanic- \$300

Council on Aging Van Driver- \$300

Assistant Director Council on Aging- \$300, prorated to reflect weekly hours

Assistant Town Clerk- \$300, prorated to reflect weekly hours

10.0 JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the following:

1. Date of Posting.
2. Job Titles and Department where vacancy has occurred.
3. Salary.
4. Location.
5. Assigned hours of work, days off.
6. Example of duties
7. Qualifications necessary.
8. Closing date of application.
9. Person to -whom application should be made.
10. Signature of Department Head.

Copies of these job postings will be sent to the Union Steward by whoever prepares them.

This notice of a vacancy shall be posted for five (5) calendar days. Employees in the Bargaining Unit, along with any other parties who are interested, can apply in writing to the Department Head within five (5) calendar days posted period.

Within five (5) calendar days following expiration of the posting period, the Town may award the position to one of the applicants after consideration in its discretion. Such discretion shall be reasonably exercised using the following factors, which include but are limited to:

1. Seniority in the Bargaining Unit.
2. Experience in relative work.
3. Work History.
4. Ability to do the job.
5. Education and training directly related to the duties of the vacant position.

The order in which the various items are presented is not necessarily the order in which they may be considered by the Town, such considerations being the prerogative of management. In the event that no applicant demonstrates to the Town sufficient capability to fill the vacancy, the Town may advertise the position outside of the Town Building premises and as frequently as deemed necessary.

In the event that two (2) or more applicants are considered approximately equal by the Town in accordance with the foregoing factors, then the Town shall award the most senior applicant the position. The successful applicant shall be given a thirty (30) calendar day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined by management that the employee is not qualified to perform the work, he/she shall be returned to his/her previous position.

A vacancy is an opening caused by interdepartmental promotion, demotion, retirement, resignation, transfer or reassignment, termination or death of an employee, or the availability of new positions.

When an employee changes to a higher grade job, he/she will enter at a rate which assures him/her at least the equivalent of a step increase.

11.0 HOLIDAYS

The following days shall be paid holidays: New Year's Day; Martin Luther King Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, one half day Christmas Eve Day and Christmas Day.

Whenever a holiday listed above, falls on a Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays, listed above, fall on Sunday, the succeeding Monday shall be observed as the holiday.

Should any holiday fall on an employee's normal day off, the employee shall receive an extra day's pay or additional day off at a time mutually agreed on between the Town and the employee.

Holiday shall be at a straight time rate.

If a holiday occurs within an employee's vacation period, he shall receive an additional day's pay or an additional day off at a time mutually agreed on between the Town and the employee.

An employee required to work on a holiday shall receive, in addition to his regular pay, time and one-half. A minimum call back of three hours will be paid. Any time worked beyond three hours, shall be paid time and one half for actual hours worked.

12.0 VACATIONS

The vacation year shall be the period from July 1 to June 30 inclusive. Each employee shall be credited as of their anniversary date of employment with vacation credits as follows:

- A. An employee having worked at least three (3) months, but less than one year, shall receive one week vacation.
- B. An employee having worked one (1) year, but not having completed five (5) years, shall have two (2) weeks vacation.
- C. An employee having worked five (5) years but not having completed ten (10) years shall have three (3) weeks vacation.
- D. An employee having worked ten (10) years or more shall have four (4) weeks vacation.
- E. An employee having worked twenty (20) years or more shall have five (5) weeks vacation.

Selection of vacation period within the schedule established will, in each department, be on a seniority basis. Request for vacation shall be made, in writing, at least seven calendar days prior to requested vacation unless an emergency situation arises. The Department Head must approve all vacation requests.

If the employment status of an individual is terminated, with regard to a person who has become entitled to an annual vacation, but has not yet taken it, such person shall be paid for any unused accrued vacation. Upon the death of an employee entitled to vacation allowance, such allowance shall be paid to the estate to whom the unpaid salary may be payable.

Vacation pay shall be advanced to an employee on the last payday immediately preceding the commencement of this vacation period.

Unused vacation at the end of a fiscal year may be carried into the next fiscal year if permission is granted by the Department Head and/or the Town Administrator. Approval will not be unreasonably denied. Vacation not taken by the end of the fiscal year is forfeited.

13.0 SICK LEAVE

13.1 Each employee shall be credited with sick leave with pay at the rate of Twelve (12) days per year. Sick leave shall be capped at two hundred and twenty five (225) days. Any accumulation, which present employees have at the effective date of this Agreement, shall retain such accumulation.

13.2 A physician's certificate of proof of illness or injury shall be submitted to the Department Head by the employee after three (3) consecutive days of sick leave absence before payment is granted to any employee under the provisions of this article.

13.3 Sick Leave may, in the discretion of the Department Head, be granted for sickness and injury or for absence because of quarantines in the family.

13.4 Upon termination or for any reason except termination for just cause, employees may elect to receive fifty percent (50%) of unused sick leave in the form of compensation, providing employees notify the Town of such election not less than sixty days (60) prior to the effective retirement date.

13.5 Any new hire, from the effective date of this agreement, will receive sick leave buy back at the rate of twenty percent (20%) of the total accumulation only upon retirement or layoff

13.6 When absence from work is to be taken for reason of illness, the employee shall promptly notify his/her department head; such notice to be given as early as possible on the day of absence and in any event no later than by or before 10:00 A.M. or within two (2) hours after the beginning of the employee's work shift, whichever is later. If the Department Head cannot be reached the employee shall promptly notify the Selectmen's Office. If the employee fails to give timely notice in accordance with the above requirements, the employee shall not be paid for such absence.

13.6 A. SICK LEAVE BANK

There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness or injury who need and merit additional sick leave. The Finance Director and two representatives of the Union will constitute the Administrators of the bank. The Administrators will act by a majority vote and the Finance Director will keep written records of their actions.

The Finance Director will provide a current list of sick days accumulated by each Union member as of June 3, 1998. From this point on, the two Union members will keep a written log of sick leave accumulated in each month. Each Union member will accumulate 0.25 days each month he/she is eligible to contribute.

The Finance Director and the Union members will meet two (2) times a year to update records, once in December and once in June. From this meeting, a list of total accumulated days will be made available to update Union members.

B. CONTRIBUTIONS

For each Union member .25 sick days will be credited to the bank in the month they are earned. Each fiscal year on July 1, until there are 210 sick days earned in the bank, there will be three (3) sick days deducted from each employee's accumulated sick days (or from his/her current annual entitlement if he/she has no accumulated days) and credited to the bank. Annually, thereafter, on each July 1, if the administrators determine that the sick days in the bank have fallen below 210, the administrators may again require annual deduction of up to three (3) sick days from each employee credited to the bank. The Administrators must impose The deductions uniformly upon all employees and they may not deduct more days then required to bring the bank up to 210 days.

An employee will get credited in an annual deduction for his/her earned sick days in excess of the accumulation cap which have been credited to the bank within the prior twelve (12) months.

C. GRANTS OF SICK LEAVE

The Administrators may grant sick leave to employees who request it in writing. The Administrators shall be guided generally by principles of need and fairness, which include the following guideline:

1. Grants may be made only to employees who have exhausted their own current and accumulated sick leave.
2. An Employee may be limited to a grant of sick leave equal to Fifteen (15) times His/her number of years of service.
3. In cases where grant of sick leave is inappropriate or insufficient, the Administrators may lend sick time to the employee. As an employee accrues new sick leave, it will be credited to the bank to repay the loan. The loan will not exceed the amount in the bank. Any unpaid balance of the loan will be deducted from the bank.
4. An employee, to be eligible for said sick leave grant, shall have fifty percent (50%) or more of his/her total sick leave entitlement accumulated at the onset of the current long-term illness or injury. This provision shall not apply if the employee demonstrates to the Plan Administrator that his/her accumulated sick leave was below the above-mentioned level due to any periods of illness or injury that extended beyond single day use of said sick leave.

Medical records or doctors certificates shall constitute proof of extended illness or injury.

Sick Leave Buy-Back Incentive

Beginning on July 1, 2007, employees with more than 50 accumulated sick days and less than a maximum of 225 sick days will be permitted to buyback annually up to 10 days maximum from their unused balance of sick days from the previous fiscal year at the rate of 50% of their then applicable rate of base pay. To exercise this option and to buy back a specified number of sick days in excess of 50 from the previous year's unused balance, the employee shall give the Department Head and the Town Administrator Notice of his/her desire to buy back a specified number of days by December 1 prior to the fiscal year in which he/she desires to buy-back some of the excess days over 50 days from the previous fiscal year's balance.

14.0 BEREAVEMENT LEAVE

In the event of the death of an employee's father, mother, child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law or grandchild the employees will be granted at his/her request, reasonable time off with pay as a bereavement leave at his/her regular rate for hours lost from his/her regular schedule on any of the days prior to the funeral, the day of the funeral and the days after the funeral, with a maximum of five (5) days of compensation. For special circumstances owing to the transportation requirements, the Department Head may extend time beyond the date of the funeral.

14.1 The Department Heads shall grant one day of paid leave to an employee for attendance at the funeral of a sister-in-law, brother-in-law, stepparent, stepchild, grandmother-in-law, grandfather-in-law or step-grandchild.

15.0 PERSONAL DAYS

Such personal leave shall not exceed four (4) days, at his/her normal rate.

16.0 JURY DUTY

If an employee is called to jury duty, he/she shall receive an amount equal to the difference between normal compensation and the amount (excluding travel allowances) received from the court, upon presentation of evidence of the amount paid by the court.

17.0 HEALTH AND WELFARE

The Town, acting through its Town Administrator, may, whenever any question concerning an employee's health, physical fitness, physical capability, or illness arises under this agreement or in any other context, order that said employee be examined, at the Town's expense and without any loss of salary to the employee, by a physician or surgeon chosen by the Town. The decision to order such examination shall not be an arbitral grievance under this agreement.

The Town shall fund 75% of the monthly medical insurance premium or Blue Cross/Blue Shield Care Elect or equivalent for employees eligible for such benefits.

The Town agrees to reopen this contract if future negotiations with other Unions result in dental and eyeglass coverage within its medical plan.

17.1 Health Insurance Opt-out Option

Those employees, who are enrolled in the Town's health insurance program as of the effective date of this contract and for at least 12 consecutive months prior thereto, shall be eligible to exercise a buy-out option if they arrange to be covered by non-Town of Maynard health insurance. Employees opting out of Town of Maynard health insurance shall receive the following premium payments, depending on the type of insurance coverage they opt out of:

Individual Plan	\$1,500 annually, paid semi-annually
Family Plan	\$3,000 annually, paid semi-annually

Employees who exercise this buy-out option and receive payments under this provision shall not be able to re-enroll in Town of Maynard health insurance programs during the life of this agreement; unless there is a "qualifying event" (e.g. alternative insurance is no longer available). If an employee does re-enroll in Town of Maynard health insurance due to a qualifying event, his payment under this provision will be pro-rated.

The parties also agree to increase Health Insurance co-pays by \$5.00 in the last two years of the contract if all other unions agree to the change.

The Town shall pay for the cost of a \$5,000.00 accidental death and dismemberment policy for each member of the Union who desires it. At the option and entirely at his own expense, such policy may be increased to the amount of \$10,000.00.

18.0 EXTREMES OF WEATHER

When heat is excessive and temperature within the building reaches 90 degrees (Fahrenheit) or when there is a failure in the heating system and the temperature within the building is below 64 degrees (Fahrenheit), the Town's Administrator or designee will make recommendations for personnel to go home or will make other suitable arrangements to remedy the situation. The Town's Administrator or designee shall determine if external weather conditions necessitate closure of Town Buildings and that personnel are relieved of duty at no loss of pay. The Selectmen's Office will notify the Library Director, as soon as possible, regarding any/all emergencies.

18.2 WEATHER EMERGENCIES

In the event that the Town Administrator or designee declares a weather or state of emergency, all

Non-essential employees will be granted time off without loss of pay. Depending on type of emergency, essential employees will be determined by the Town Administrator or designee. The Selectmen's Office will notify the Library Director, as soon as possible, about any/all emergencies.

19.0 MILITARY LEAVE

A military leave of absence without compensation shall be granted to any employee called to active duty with the United States Armed Forces. United States Military Service undergone by an employee following his/her commencement of employment with the Town (and following probationary or training period) shall be credited as time served within the Town within thirty (30) days of discharge or release to inactive duty. An employee, who is a member of the Armed Forces Reserve Corps., may be granted under Section 59 of Chapter 33 of the General Laws of Massachusetts, a leave of absence with pay for his annual tour of duty provided that this does not exceed seventeen (17) days.

If a member of the Army of Air National Guard of Massachusetts is called to active duty by the Governor for the purpose of repelling an invasion, suppressing an insurrection or civil disorder, or maintaining order in the case of a public disaster or emergency, he will receive a leave of absence. Such employee shall also be granted time off without pay during his annual tour of duty with the National Guard. An employee will not lose his seniority benefits if he is called to active duty for an extended period of time provided that he returns to his job within one (1) month of discharge or release from active duty.

20.0 SAFETY COMMITTEE CODE

A safety committee shall be composed of two (2) representatives of the Union, to be selected by the Town Administrator. Said committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this agreement agree to enforce whenever practiced and so long as such code may be in compliance with other applicable laws, codes, by-laws or other regulatory agencies of the Commonwealth of Massachusetts or the Town.

21.0 ITEMS PROVIDED BY TOWN

The Town agrees to provide such reasonable material, equipment, tools or necessary license fees as may be required to enable employees to perform the duties assigned pursuant to this agreement.

22.0 MATERNITY LEAVE

In compliance with Massachusetts General Laws Chapter 149, Section 105D.

23.0 EMPLOYEE RECORDS

A copy of any written statement or report which is of critical nature and is made by a member of management or a designated supervisor concerning an employee, which statement is to be retained by the Town in the employee's personnel file, shall be shown to the employee, who shall verify in writing either that he has read it or that he has had an opportunity to read it. If the employee refuses to read or sign such a statement, the supervisor or other person in whose presence the employee read or was shown the statement or report was read or acknowledged by the employee and that the employee refused to read or sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time of the statement or report is prepared, management or the designated supervisor shall file with the statement the reason for showing this statement to the employee at the time of filing.

No action shall be taken by the Town based solely on such statement unless it appears in the file that the employee read or had the opportunity to read the statement, it is specifically provided, however, that such record may be retained in the file and may be considered in any subsequent action by the Town if the record then shows that the employee has read or had the opportunity to read this statement. The employee shall be permitted to make a two (2) page written rebuttal explanation as to any such report, and the employee's written statement shall be shown to the Department Head, if such statement is materially related to the statement by management, it will be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

23.1 PERSONNEL CARDS

Personnel record cards will be maintained by all Department Heads for each member of the Union in their department.

24.0 MISCELLANEOUS PROVISIONS

24.1 Bulletin Boards.

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that the denunciatory or inflammatory written material shall not be placed on such bulletin boards.

24.2 Mileage.

Employees who use their own car for Town travel shall submit vouchers for said travel. This travel must be approved by the Department Head prior to any reimbursement by the Town. Mileage reimbursement will be paid consistent with current IRS Guidelines.

24.3 Educational Leave.

Leave with pay to attend area education conferences may be granted at the discretion of the Department Head.

24.4 Educational Development.

Any member of the bargaining unit who has acquired college credits in a program approved by the State Board of Education shall receive an Educational Development Base Salary Increase according to the following schedule:

30 Acquired College Credits- 5% of Base Salary
 Associates Degree- 10% of Base Salary
 Bachelor Degree- 15% of Base Salary

Credit accumulation shall only apply to subjects which are job related. The student must receive a minimum grade of 2.0 on a 4.0 scale for each course to be eligible for Educational Development pay.

Satisfactory completion of all courses or degrees shall be submitted by the employee to the Department Head, who shall cause the employee's base salary to be appropriately increased.

Full-time employees will give notice, on a form provided by the Town, of their intentions to seek Educational Development Base Salary Increase by October 1st of the previous fiscal year.

For Master Degree:

12 Acquired College Credits-5% of Base Salary.
 24 Acquired College Credits-10% of Base Salary.

Submitted by AFSCME.

24.5 Custodian Work Boots/Extreme Weather Gear

Custodian/Janitors shall wear a recognized non-steel toe safety work boot during all working hours and failure to do so may result in disciplinary action. Each custodian shall be reimbursed by the employer, effective July 2, 2001, up to a maximum of \$150.00 of the cost of a recognized safety work boot. Reimbursement will be made upon delivery of a paid receipt or invoice thereof and provided that such reimbursement shall be paid only during the month of September of each year.

The custodian/janitor shall be reimbursed by the employer up to a maximum of \$250.00 annually for the purchase of outerwear to protect from weather extremes.

24.6 Job Upgrade.

An employee who replaces an employee in a higher job classification shall receive the upgrade pay for all such time worked.

24.7 Job Reclassification.

The employer agrees to consult the Union before any classification is reclassified.

24.8 Access to Premises.

Upon reasonable notice to the Town, the Town agrees to permit one representative of AFSCME, AFLICIO and/or Council 93 and/or Local 1703 to enter the premises at a mutually agreeable time for individual discussion of working conditions with employees, provided specifically that such representative may not, in any manner, interfere with the performance of duties assigned to the employees or impede the ability of any municipal employee to adequately perform their duties in an effective manner.

24.9 Serving on a Town Board.

Any Union member serving on a Town Board or Committee will be allowed time off with pay to attend meetings of said Board or Committee.

25.0 SALARY ADMINISTRATION PLAN ENTRANCE PAY

Upon employment, an employee shall be placed at the minimum step of the salary assigned to the class to which appointed. However, with prior approval by the Town Administrator, and the Town Administrator finds that a position is difficult to fill for any reason, appointment may be made at the second or subsequent step in the salary range.

25.1 ANNIVERSARY DATE:

The salary anniversary date of an employee for the purpose of determining his eligibility for a step increase shall be the most recent of the following occurrences:

1. Appointment
2. Last step increase.
3. Most recent promotion.

26.0 PROHIBITION OF STRIKES

There shall be no strike or lockout during the term of this agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike. No employee covered by this agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of service. Should any employee or group of employees, covered by this agreement, engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith

disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

GRADE I NONE

GRADE II NONE

GRADE III NONE

GRADE IV

NIGHT CUSTODIAN- COA VAN DRIVER

GRADE V

ADMINISTRATIVE ASSISTANT TO FIRE CHIEF TO THE LIBRARY DIRECTOR

MAINTENANCE MECHANIC

PRINCIPAL CLERK (DPW)

DEPARTMENTAL ASSISTANT (ASST. TOWN CLERK, ASST. TREASURER, ASST.

COLLECTOR, ASSESSOR'S CLERK, PARKING CLERK, SENIOR CLERK DPW, SR.

LIBRARY TECHNICIAN, COUNCIL ON AGING DIRECTOR, ACCOUNTING

CLERK, LIBRARY CIRCULATION ASSISTANT

GRADE VI

CHILDREN'S/YOUNG ADULT LIBRARIAN-WITHOUT MLS AUTOMATED

SERVICES LIBRARIAN-WITHOUT: MLS

ADMINISTRATIVE ASSISTANT TO THE DPW SUPERINTENDENT

GRADE VII

CHILDREN/YOUNG ADULT LIBRARIAN AUTOMATED SERVICES LIBRARIAN

WITH MLS

GRADE VII ASSISTANT DIRECTOR

APPENDIX A

1.50% 2012

Grade	2011 Rate	Minimum	2	3	4	5	6	7	8	9	10	11
IV	16.18	16.4227	16.8333	17.2541	17.6855	18.1276	18.5808	19.0453	19.5214	20.0095	20.5097	21.0224
V	18.27	18.5441	19.0077	19.4828	19.9699	20.4692	20.9809	21.5054	22.0430	22.5941	23.1590	23.7380
VI	21.00	21.3150	21.8479	22.3941	22.9539	23.5278	24.1160	24.7189	25.3368	25.9703	26.6195	27.2850
VII	23.09	23.4364	24.0223	24.6228	25.2384	25.8693	26.5161	27.1790	27.8585	28.5549	29.2688	30.0005
VIII	24.23	24.5935	25.2083	25.8385	26.4845	27.1466	27.8252	28.5209	29.2339	29.9647	30.7138	31.4817

Grade	Minimum	2	3	4	5	6	7	8	9	10	11	
IV	16.4227	16.6690	17.0858	17.5129	17.9507	18.3995	18.8595	19.3310	19.8143	20.3096	20.8173	21.3378
V	18.5441	18.8223	19.2928	19.7751	20.2695	20.7763	21.2957	21.8281	22.3738	22.9331	23.5064	24.0941
VI	21.3150	21.6347	22.1756	22.7300	23.2982	23.8807	24.4777	25.0896	25.7169	26.3598	27.0188	27.6943
VII	23.4364	23.7879	24.3826	24.9922	25.6170	26.2574	26.9139	27.5867	28.2764	28.9833	29.7079	30.4506
VIII	24.5935	24.9624	25.5865	26.2261	26.8818	27.5538	28.2427	28.9487	29.6725	30.4143	31.1746	31.9540

Grade	Minimum	2	3	4	5	6	7	8	9	10	11	
IV	16.6690	16.9190	17.3420	17.7756	18.2200	18.6754	19.1423	19.6209	20.1114	20.6142	21.1296	21.6578
V	18.8223	19.1046	19.5823	20.0718	20.5736	21.0879	21.6151	22.1555	22.7094	23.2771	23.8591	24.4555
VI	21.6347	21.9592	22.5082	23.0709	23.6477	24.2389	24.8448	25.4660	26.1026	26.7552	27.4241	28.1097
VII	23.7879	24.1447	24.7483	25.3670	26.0012	26.6513	27.3175	28.0005	28.7005	29.4180	30.1534	30.9073
VIII	24.9624	25.3368	25.9703	26.6195	27.2850	27.9671	28.6663	29.3830	30.1175	30.8705	31.6422	32.4333

APPENDIX A - 2.5% 2011

Grade	Minimum	2	3	4	5	6	7	8	9	10	11
IV	16.18	16.58	16.98	17.39	17.84	18.58	18.70	19.18	19.64	20.14	20.64
V	18.27	18.74	19.20	19.65	20.16	20.66	21.18	21.69	22.25	22.79	23.35
VI	21.00	21.53	22.04	22.60	23.15	23.74	24.32	24.93	25.55	26.18	26.83
VII	23.09	23.68	24.23	24.85	25.45	26.10	26.76	27.40	28.09	28.79	29.51
VIII	24.23	24.85	25.45	26.10	26.76	27.40	28.09	28.76	29.51	30.25	31.00

APPENDIX A - 2.5% I

29,440.19	30,183.50	30,906.72	31,650.03	32,473.69	33,819.68	34,040.67	34,904.51	35,748.26	36,662.29	37,563.34
8.46%	8.44%	8.43%	8.41%	8.39%	8.36%	8.36%	8.34%	8.33%	8.31%	8.29%
27,143.03	27,833.26	28,504.84	29,195.08	29,959.93	31,209.82	31,415.02	32,217.19	33,000.70	33,840.17	34,686.17

APPENDIX A - 2.5% \

33,257.18	34,100.93	34,944.69	35,768.35	36,692.47	37,596.49	38,540.69	39,484.89	40,489.36	41,473.74	42,505.33
8.37%	8.36%	8.34%	8.33%	8.31%	8.29%	8.28%	8.27%	8.25%	8.24%	8.22%
30,687.48	31,470.99	32,254.50	33,019.35	33,877.48	34,716.96	35,593.74	36,470.53	37,403.28	38,317.37	39,275.30

APPENDIX A - 2.5% \

38,219.26	39,183.55	40,107.66	41,132.22	42,136.69	43,201.43	44,266.17	45,371.08	46,496.09	47,641.19	48,826.96
8.28%	8.27%	8.26%	8.24%	8.23%	8.22%	8.20%	8.19%	8.18%	8.17%	8.15%
35,295.26	36,190.70	37,048.83	38,000.24	38,932.99	39,921.70	40,910.42	41,936.44	42,981.12	44,044.46	45,145.57

APPENDIX A - 2.5% \

42,016.16	43,100.98	44,105.45	45,230.46	46,315.29	47,500.56	48,705.92	49,871.11	51,116.65	52,402.37	53,707.18
8.23%	8.22%	8.20%	8.19%	8.18%	8.17%	8.16%	8.14%	8.13%	8.12%	8.11%
38,821.05	39,828.43	40,761.18	41,605.66	42,513.23	43,913.87	45,033.17	46,115.16	47,271.77	48,465.69	49,677.33

APPENDIX A - 2.5% \

44,105.45	45,230.46	46,315.29	47,500.56	48,705.92	49,871.11	51,116.65	52,342.10	53,708.18	55,054.17	56,425.27
8.20%	8.19%	8.18%	8.17%	8.16%	8.14%	8.13%	8.12%	8.11%	8.10%	8.09%
40,761.18	41,805.86	42,813.23	43,913.87	45,033.17	46,115.16	47,271.77	48,409.73	49,678.27	50,928.15	52,201.35

27.0 EFFECTIVE DATE AND DURATION

The provisions of this agreement shall become effective on July 1, 2011 and will continue in full force and effect through June 30, 2014. This agreement shall thereafter automatically renew through the year to year unless prior to June 30, 2014 or prior to October 1 of any year thereafter, either party notifies the other in writing of its desire to terminate or modify this agreement. Such notification shall be sent by registered United States Mail to the responsible signatures of this Agreement.

28.0 SUCCESSOR CLAUSE

Both parties agree to be bound by the terms and conditions of Agreement during the period between the date of expiration and the date of execution of a new agreement.

This agreement entered into this:

FOR THE TOWN-OF MAYNARD

David D. Gavin

Chair Board of Selectmen David Gavin

FOR AFSCME, AFL/CIO, LOCAL 1703

Caryn LaFlamme

Caryn LaFlamme

Brendon Chetwynd

Brendon Chetwynd

Dawn Capello

Dawn Capello

Robert Nadeau

Robert Nadeau

James Buscemi

James Buscemi

Nancy Brooks

Nancy Brooks

NEGOTIATION COMMITTEE

ATTEST:

Michelle L. Sobolowski
Town Clerk

