

AGREEMENT

between

TOWN of MAYNARD, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1156

of the

LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA



JULY 1, 2010 - JUNE 30, 2013

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ARTICLE 1 - PREAMBLE

1.1 AGREEMENT made this April 3, 1979 by and between the Town of Maynard, Massachusetts, hereinafter called "The Employer", and the Massachusetts Laborer's District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called "Union", in behalf of Local Union Number 1156 on behalf of employees in the Town of Maynard, Department of Public Works, Units A and B as contained in the certification of the Massachusetts Labor Relations Commission MCR-911.

1.2 DEFINITIONS

- *TOWN* shall mean Board of Selectmen of the Town of Maynard, Massachusetts.
- *UNION STEWARD* shall mean the person authorized in writing by the Union to act on its behalf on day-to-day matters.
- *SUPERVISOR* shall mean the Divisional Foreman.
- *SUPERINTENDENT* shall be the then current Superintendent of Public Works of the Town of Maynard.
- *EMPLOYEE* shall mean the members of the Union.

ARTICLE 2 - RECOGNITION

2.1 The Town recognizes the Union as the exclusive collective bargaining agent, so certified by the Massachusetts Labor Relations Commission, MCR-911.

2.2 The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.

2.3 All new hires shall be informed that enrollment into both the union and union pension fund is a condition of employment.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes the Management Rights rest solely and exclusively with the Municipal Employer. Nothing in this Agreement shall be interpreted as diminishing the right of the employer to exclusively determine and prescribe the method, means of equipment, and all other conditions and factors by which the operation of the Department of Public Works shall be conducted except as may be specifically otherwise provided.

ARTICLE 4 - AGENCY FEE

All permanent employees who are members of the Union as of July 1, 1978, and all new permanent employees hired thereafter must contribute, as a condition of employment, an amount equal to an Agency Service Fee to the Union, which shall be commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 150E, Section 12 of the Massachusetts General Laws. No Employee other than permanent full time employees shall be eligible to become a member of the Union.

ARTICLE 5 - PAYROLL DEDUCTION OF UNION DUES

5.1 The Employer agrees to deduct from the wages of each employee who authorizes the Town in writing to do so, such initiation dues and monthly dues as the Union shall designate. Dues are to be taken out of the same week as the dues of the Fire and Police Unions. The amount of dues and initiation fee to be deducted shall be the amount identified on the check off authorization. The form to be used shall be subject to the approval of the Town. The form shall clearly designate in writing the procedure by which the employee may withdraw such authorization.

ARTICLE 6 - UNION BUSINESS

6.1 Union Steward may consult with his supervisor when reasonably convenient to said supervisor, on any matters of Union business. The supervisor shall arrange for such meeting and be reasonably accessible.

ARTICLE 7 - NO DISCRIMINATION

7.1 There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, national origin, age or sex.

7.2 The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national original, age or sex.

ARTICLE 8 - APPLICABLE LAW AND REGULATIONS

8.1 It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published regulation to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer to do anything inconsistent with said law, ordinance, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority have jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and Agreement shall at all times be applied subject to such laws.

ARTICLE 9 - SEVERABILITY

9.1 If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 10 - NO STRIKE OR LOCKOUT

10.1 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 or impose a duty or obligation to conduct assist, or participate in any strike.

10.2 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 services.

10.3 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.

ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES

11.1 Any matter involving the interpretation or application of this contract may be the subject of a grievance. While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. The formal grievance steps are as follows:

Step 1: The aggrieved employee shall submit a written grievance to his supervisor within ten (10) calendar days of occurrence. The grievance shall be signed by the aggrieved employee and his Union representative and shall be dated and shall specify the following:

1. All facts which are pertinent.
2. The section of the contract involved.
3. A summary of the cause of the grievance.
4. Date of delivery of grievance to the supervisor.

Within seven (7) calendar days after the filing, the aggrieved employee's immediate supervisor shall arrange for a conference with the aggrieved employee and his Union representative, and other person authorized by said supervisor, and the grievance shall be discussed. Within five (5) calendar

days after the discussion or discussions have concluded, the supervisor shall provide the employee with a written answer.

Step 2: If a grievance is not resolved after Step 1, the employee so notifies his immediate supervisor, within fifteen (15) calendar days of receiving written answer to Step 1, a meeting shall be arranged by the Superintendent of Public Works, the aggrieved employee, the Union representative, and any other person authorized by the Superintendent, within one week of said request. (Matters that are emergency in nature shall be expedited).

The Superintendent shall provide the employee with a written answer to the grievance within seven (7) calendar days after the completion of the discussion. If a particular grievance, by its nature, is on that the Superintendent would prefer to be heard by the Board of Selectmen, he may refer said matter to them in lieu of conducting a meeting himself. If a grievance is referred to the Board of Selectmen for a hearing, the Union shall be so notified and a meeting shall be schedule by the said Board of Selectmen within the time specified by Step 2, following which the Union shall be given a written answer to the grievance within fifteen (15) calendar days of the hearing.

Step 3: Any grievance which is unresolved on the completion of Step 2 may be referred to the Massachusetts Board of Conciliation and Arbitration for the purpose of conciliation within ten (10) calendar days. Grievances may be submitted to arbitration by mutual agreement. The costs for such arbitrations shall be split between the Town and the Union.

11.2 Notwithstanding any other provisions of this Agreement to the contrary, issues subject to retirement Board, Civil Service Commission, or other similar subject matters which have rights of appeal, shall not be the subject of arbitration or conciliation.

ARTICLE 12 - STABILITY OF AGREEMENT

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

12.2 The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the

Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 13 - SENIORITY AND PROMOTION

13.1 Definition:

Seniority shall be acquired by a full time employee after completion of his/her three (3) months probationary period and following this period action must be taken by the Superintendent within thirty (30) days to either make the employee permanent or lay him/her off. Management reserves the right to extend or shorten the three (3) month period when appropriate and through agreement of the Superintendent, Town Administrator and the Union Steward.

13.2 Accumulation:

Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave, or lay-off for not more than twelve (12) months, except that an employee who is absent beyond twelve (12) months due to injuries arising out of the course of employment with the Town of Maynard shall continue to accumulate seniority during said period.

13.3 Break in Seniority:

Seniority shall be broken when an employee (a) terminates voluntarily, (b) is discharged for just cause, (c) exceeds an authorized leave of absence, or (d) is laid off for a period of excess of twelve (12) months, except that any employee absent due to lay-off who fails to report for work within two (2) weeks after delivery of notice of recall by registered mail, shall lose all seniority.

13.4 Posting Seniority List: A seniority list of all employees covered by this Agreement showing name, position, date of appointment to job, classification covered by this Agreement, and date of entering service, will be established and maintained by the Employer and posted on appropriate bulletin boards, accessible to all employees affected. The roster will be

revised and posted January 30th of each year and will be open to correction by the employee at any time.

13.5 In case of lay-off of an employee whose seniority has not been broken, length of continuous service on the job (as defined in Article 13) shall be the factor where job knowledge, ability, attendance and licenses are substantially equal.

13.6 Provided that the final decision as to such rehiring shall in all instances be that of management and provided that the employee is available and reports for work within 14 days following receipt of notification to report.

ARTICLE 14. - PERMANENT VACANCIES

14.1 Notice of permanent vacancy in an existing position covered by this Agreement shall be posted for a period of not less than twenty (20) calendar days on all appropriate Employee Bulletin Board's before the position is permanently filled. Posted vacancies shall be filled within thirty (30) days of the completion of the ten (10) day period as defined in 14.2.

14.2 Any employee of the Town who is interested in filling any vacancy whether it involves upgrading or otherwise, may apply in writing to the Superintendent with then (10) calendar days of the posting of such vacancy.

14.3 The vacancy shall be filled on the basis of qualifications and ability. Qualifications will be determined by the Superintendent. If qualifications are the same, then seniority shall prevail.

14.4 The Town shall be the sole judge of qualifications and ability. Any dispute hereunder, may be subject to the Grievance and Arbitration Procedure, Article 11.

14.5 When a permanent vacancy occurs in any foreman position the senior applicant will be given a trial period on the job, provided he has demonstrated minimum requirements.

ARTICLE 15 - WAGES

15.1 Wages paid to employees in the classification covered by this Agreement shall be as summarized in Appendix B.

15.2 An employee currently employed in a specified position who has served in that position for a continuous and unbroken period of six (6) months shall receive a compensation, the rate of pay currently earned for that position.

15.3 Upon the assignment of an employee for a minimum of one four hour period, to substitute as a foreman (as specified such employee shall receive, upon commencement of that position, such foreman's rate of pay for assignment period.

15.4 Employees working in a higher-grade classification for a minimum of four (4) hours will be paid at the highest scale for hours worked.

15.5 Employees filling in for Lead Mechanic will be paid the rate of Auto Mechanic unless for three (3) consecutive days upon which Lead Mechanic pay rate applies to the first day.

15.6 Upon the assignment of an employee for a minimum of one four hour period, to substitute for or perform the duties of an auto mechanic (as specified in this Agreement), such employee shall receive, upon commencement of that position, the same rate of pay as the individual replaced.

15.7 Mechanics shall perform mechanics work wherever possible. However a mechanic may be assigned to road crews, and other divisions, if qualified, on a day to day basis of need as determined by the Superintendent, without reduction in wages and/or benefits.

15.8 The hiring rate will be determined by the Superintendent with written notification to the Union and approved by the Town Administrator, based on qualifications.

15.9 The normal period of service in a particular job required for advancement from the minimum to the maximum step rate shall be as provided herein. Employees shall be receive a step rate increase each year until they reach the maximum rate.

15.10 The written recommendation of the DPW Superintendent and the approval of the Town Administrator shall be required in granting a ½ percent merit increase. This method of handling increases is to give the Superintendent the right to reward good and faithful service meriting this special consideration. It also enables him to withhold increases when in his/her judgement; the employee does not merit a job performance evaluation of “above average” or “superior”. This increase shall not be withheld in an arbitrary or capricious manner.

15.11 Employees shall receive seventy five cents (\$.75) per hour differential when performing any repairs or maintenance work on the sanitary sewer/ waste water system. This is to include any work done at the Waste Water Treatment plant, sewer lift stations and any other systems related to the sanitary sewer/ waste water system.

ARTICLE 16 - SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS

16.1 When an employee is promoted to a job with a higher rate of pay, he shall enter it at the rate which assures him at least the equivalent of a step increase in salary. However, he shall not exceed the maximum rate for the job.

ARTICLE 17 - HOURS OF WORK AND OVERTIME

17.1 The working hours for the department shall be 7:00 AM to 3:30 PM, Monday through Friday, with two (2) paid fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon, and a ½ hour unpaid lunch. The Superintendent may, from time to time, authorize employees who work through their lunch period, to leave ½ hour early.

17.2 Except as otherwise provided in Section 17.5 of this Article, time and one-half of the regular rate shall be paid for all work performed in excess of forty (40) hours in any work week, or eight (8) hours in any day and for work on Saturdays and Sundays and Holidays.

17.3 All overtime assignments, emergency or otherwise, must be approved by the Superintendent of Pubic Works or his designee.

17.4 It is recognized that in some circumstance employees may have a regular schedule that requires work during periods not included in the work week as defined in Section 17.1 of this Article.

17.5 Overtime work shall be distributed on a fair and equitable basis among qualified employees with-in their Departments, before calling other Departments. A list of eligible employees shall be maintained by each foreman and shall be available. Each Department shall maintain a record of all overtime assignments offered, with a record of who accepted, refused, or at his/her option accepted compensatory time off. No one outside the bargaining unit will perform work normally performed by those employees within the bargaining unit.

17.6 Overtime opportunities within job categories shall be made available on a fair and equitable basis.

17.7 The Union recognizes that the performance of unscheduled overtime is a condition of employment and that an employee who either refuses, or otherwise fails to perform reasonable assigned overtime opportunities may be subject to the loss of future overtime opportunities, or disciplinary action or both.

17.8 The employer shall provide reasonable notice of overtime assignments when practical, except for emergencies.

17.9 If an employee is called back to work after having completed a full day's work, he shall be paid at time and one/half the straight time hourly rate of pay for time worked, with a minimum guarantee of four (4) hours pay at time and one/half of the straight hourly rate.

17.10 If called to work on an unscheduled day, an employee shall be guaranteed four (4) hours pay at time and one/half the straight hourly rate.

17.11 No employee shall be required to work more than sixteen (16) consecutive hours, including the lunch hour, on his regular work shift, during a snow storm emergency without a minimum break of six (6) hours, unpaid, before resuming his duties. A lunch break of one/half hour without pay will be allowed every four (4) hours, except as noted below in Section 17.13.

17.13 During emergencies, double time will be paid for all overtime hours worked in excess of twelve (12) consecutive hours, including the employee's

regular work shift. However, hours worked during the regular work shift will be paid at straight time rates. Up to a half (1/2) hour lunch break in the overtime period will be considered part of the twelve (12) consecutive hours. During snow emergencies, a lunch period of up to one-half (1/2) hour with pay will be allowed after approximately four (4) hours intervals of overtime duty.

17.14 All overtime assignments, whether regularly scheduled or otherwise shall first be offered to all permanent employees before being offered to temporary or part time employees.

17.15 Operator of sidewalk snowplows engaged in snow removal operation shall be assigned upon request to other work after eight (8) consecutive hours of sidewalk snowplow operation.

17.16 Whenever possible, employees shall be given at least four (4) hours notice prior to call-in for snow removal.

17.17 Overtime shall be voluntary, except in extreme emergencies.

17.18 After six (6) consecutive hours of overtime, an employee will receive a \$15.00 meal allowance.

17.19 If an employee is at his place of work before actual starting time and answers an emergency call, he will be paid a one-half (1/2) hour minimum at time and one-half.

17.20 Recovery Time: After every sixteen (16) consecutive hour shift, including an employee's regular shift, the employee shall receive two (2) hours of compensation at the base hourly rate.

17.21 Any temporary or occasional help may not labor for more than 90 days without being classified as permanent Union labor.

ARTICLE 18 - HOLIDAYS

18.1 All permanent, permanent part time, and temporary full time employees shall receive one day at straight time pay for the following legal holidays:

New Year's Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	½ Day Christmas Eve
*Martin Luther King Jr. Day	

*July 1, 2011: All members will be paid time and one half for working on the date of Martin Luther King Jr. Day. Following July 1, 2012, this will be considered a holiday and treated as such in terms of compensation and scheduling.

18.2 These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as Washington's Birthday, Memorial Day, Columbus Day, and Veteran's Day, shall be likewise observed by the Town Employees of Maynard.

18.3 To be eligible for such holiday pay, any employee shall have worked on the day preceding the holiday and have worked on the following day, unless on authorized leave.

18.4 If required to work on a holiday, employees shall receive time and one/half the regular rate, in addition to holiday pay.

18.5 All work performed on Christmas Day, Thanksgiving, New Years Day, and 4th of July shall be paid at a rate of double time plus Holiday pay.

ARTICLE 19 - VACATION LEAVE

19.1 Vacation shall be as follows:

The Superintendent of Public Works shall send a notice to all employees in the Department on or about April 1, requesting their preference for vacation dates and alternate choices. Employees will respond during the month of April and final assignment of vacation periods will be posted on or about May 1. Where conflicts exist, preference will be granted by seniority, with the understanding that seniority will not prevail for requests for changes in vacation assignments after the list is posted.

19.2 All permanent and temporary full time employees will receive their vacation allotment on July 1st annually. They shall be entitled to vacation each year on the following basis:

19.3 Employees with less than six months of service as of July 1st, no vacation in that fiscal year.

19.4 Employees with at least six months of service as of July 1st, but less than one year, one day of vacation for each month of service from date of hire to July first up to a maximum of ten (10) days.

19.5 Employees with at least one year of service as of July 1st and through the year of one's fourth anniversary, 2 weeks vacation.

19.6 Employees in the year of one's fifth anniversary and through the year of one's ninth anniversary, three (3) weeks vacation (15 days).

19.7 Employees in the year of one's tenth anniversary and through the year of one's nineteenth anniversary, four weeks vacation (20 days).

19.8 Employees in the year of one's twentieth anniversary and each year thereafter, five weeks vacation (25 days).

19.9 Permanent (part-time) employees shall receive vacation pay on a pro-rated basis, based on number hours scheduled each work week.

19.10 Vacations shall be granted by the Superintendent at such time as in his opinion will cause the least interference with the performance of his regular

work of the Department. Five (5) unused vacation days shall be allowed to carry over into the next fiscal year with the Superintendents approval.

19.11 So far as practical, first choice of vacation dates shall be on the basis of length of employment with the Town.

19.12 If a holiday falls during a vacation period, an additional day off will be scheduled by agreement with the Superintendent.

19.13 When an employee leaves the employ of the Town, he shall be paid for unused vacation earned in the current fiscal year up to the last day worked. In the event of the death of an employee, any accumulated vacation pay shall be paid to his or her estate.

19.14 Any member who intends to take more than three (3) consecutive days vacation in the following week must notify their direct supervisor at least four business days prior to the first day.

ARTICLE 20 - SICK LEAVE

20.1 Sick leave with pay shall be credited as follows: The Employer may require any employee returning to work after a sick leave to submit to a physical examination or produce a doctor's certificate attesting to the employee's illness, condition and fitness to return to work. After three (3) days, the Town may request a doctor's slip.

20.2 Sick leave is a privilege, not a right, and shall be payable only in cases of bona fide illness or non-work connected accident. If the Town suspects sick leave abuse, the Town may send an employee to a Town doctor at the Town's expense.

20.3 All permanent and temporary full time employees shall accumulate sick leave at a rate of accumulation that shall be the same as that of other municipal employees. Sick leave accumulated shall be unlimited.

20.4 The Town agrees to buy back fifty percent (50%) of the accumulated sick time of an individual who will leave the employment of the Town for any reason. For all employees hired after July 1, 2004, the Town agrees to buy back twenty percent (20%) of the accumulated sick time up to one hundred eighty (180) hours for any individual who retires or who is laid off.

20.5 Advanced sick leave up to a maximum of twenty (20) days may be granted to the permanent employees with one year service or more, but only on the recommendation of the Superintendent and the approval of the Board of Selectmen. Advanced sick leave may be granted only to employees who are on an extended sick leave. An employee requesting same must sign an agreement that he owes the Town the equivalent in moneys the value of the sick leave granted. Disciplinary action to be undertaken if sick leave abuse is documented through monthly reviews of records. If an employee leaves the employ of the Town without the rest being settled he/she shall not be entitled to retirement benefits or funds from the Retirement Account.

20.6 Sick Leave Bank

A. The Bank

There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness and injury who need and merit additional sick leave. The Town Administrator and two (2) representatives from the Union will constitute the administrators of the plan. The administrators will act by a majority vote and the Town Administrator will keep written records of their actions.

B. Contributions

Each employee is granted an extra one-fourth (1/4) sick day a month which will be donated to the sick bank. Earned sick days in excess of an employee's accumulation cap will be credited to the bank in the month they are earned. Each fiscal year on July 1, until there are two hundred and ten (210) sick days 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 two hundred and ten (210) days, 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 than required to bring the bank up to two hundred and ten (210) days. An employee will get credit in an annual deduction for his 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 principals of need and fairness which include the following guidelines:

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 number of years of service.
3. In cases where a 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 ten percent (10%) 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.

ARTICLE 21 - WORKMEN'S COMPENSATION

21.1 An employee who by reason of an Industrial accident receives statutory compensation may receive in addition the amount necessary to make up his regular weeks compensation. This shall be in accordance with M.G.L. Chapter 152, as amended.

21.2 An employee, who by reason of an Industrial accident is unable to perform his/her duties, will be paid for the first twenty days of said disability, at his/her normal rate of pay. Said payment will not be charged to any sick leave, personal leave, vacation leave or any other accrued leave of the employee. If said employee receives compensation at any time for said days he/she shall reimburse the Town for said payment.

21.3 Upon return to work for at least three consecutive months from an on-duty injury, an employee will then receive credit for sick leave and vacation leave pursuant to then-current policies for the work related absence. In no event will an employee receive credit for more than twelve consecutive months of any work related absence. An employee who is absent because of an on duty injury and returns to work for less than three full months and is then absent again one or more times because of the prior, will not be eligible to accrue sick leave or vacation leave as set forth above for more than a total of twelve months for all such absences.

ARTICLE 22 - BEREAVEMENT LEAVE

22.1 Bereavement Leave shall be as follows:

Employees shall be paid five (5) working days for scheduled time lost due to the death of an employee's father, mother, child, wife, husband, brother, sister, grandchild, grandmother, grandfather, father-in-law, or mother-in-law, and in addition employees will receive three (3) days of compensation for the scheduled time lost to attend the funeral of a brother-in-law, sister-in-law, step parent and/or step child.

ARTICLE 23 - MILITARY, JURY DUTY AND LEAVE OF ABSENCE

23.1 Military Duty: The current wording shall be revised to reflect the vote of the Town Meeting accepting Chapter 33, Section 59 of the M.G.L.

The Law may be added as an addendum to this agreement.

23.2 Jury Duty: If an employee is called to Jury Duty, he shall be paid compensation in accordance with the M.G.L., Chapter 234, Section 1B, as existing at such time.

23.3 Leave of Absence: Leave of Absence may be granted to any employees by the Superintendent with the concurrence of the Board of Selectmen. Any employee wishing a leave of absence must notify the Superintendent in writing twenty-one (21) calendar days prior to the start of requested leave. The Superintendent shall respond to the employee in writing within seven (7) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

ARTICLE 24 - PERSONAL LEAVE

24.1 Employees covered by this agreement shall be allowed three (3) personal days per year. Employees to receive one (1) additional day after fifteen (15) years of service.

24.2 Provided, however, that: The personal days shall not be divided up into parts of smaller than two (2) hours. Two (2) hour increments can only be taken in the first two (2) hours or the last two (2) hours of the work day.

24.3 Twenty-four (24) hours notice of personal time to be taken shall be given, except in emergency situations.

24.4 An employee must be employed at least six (6) months before earning personal leave.

ARTICLE 25 - PERSONNEL FILES

25.1 Each employee will have the access to his own personnel record in the department files, upon request to the Superintendent of Public Works.

ARTICLE 26 - SAFETY

26.1 Both the Employer and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety procedures and rules for the protection of employees and the public. The Town will provide appropriate safety equipment and protective clothing where required.

26.2 This Town commitment shall include without being limited to the following:

26.3 Work Boots: The use of recognized safety work boots or work shoes shall be compulsory of all employees, and failure to use them during working hours shall result in disciplinary action. Each employee shall be reimbursed up to a maximum amount of one hundred fifty (\$150.00) dollars per year for the purchase of recognized safety boots or shoes, such reimbursement to be made upon delivery to the Superintendent by the employee of a receipt or invoice showing purchase thereof. Reimbursements may be requested and shall be paid during each fiscal year, with the exception of the month of June.

26.4 Use of Hydraulic Hoist: The Town agrees to require the use of the hydraulic hoist whenever possible in installing winter tire chains.

26.5 The Town agrees to assign work employing power tools with due regards for the safety of the employees.

26.6 No work involving substantial safety hazards to employees shall be assigned, except in emergency situations.

26.7 The Town recognizes that the employee who is responsible for willful damage to Town owned equipment shall be subject to disciplinary action.

It is also recognized by the Town that normal deterioration of equipment does not constitute willful intent on the part of the employee.

26.8 The Town agrees to provide tetanus, typhoid, and Hepatitis B inoculations to each employee annually. All new employees prior to being made permanent must successfully pass a physical examination by a doctor of the Town's choice. The cost of said exam will be paid by the Town.

26.9 The Town agrees to pay the license fee required for any employee who obtains or renews a hoisting license from the Commonwealth of Massachusetts, pursuant to Chapter 146, Section 53 of the M.G.L., a Water Treatment and/or Distribution license, a Waste Water Treatment license, a Water Distribution Back Flow Prevention license, a Pesticide license and/or a Blasting license, and a CDL renewal, provided that such license is necessary to the performance of his/her duties for the Town of Maynard.

26.10 Health and Safety:

A. There shall be a Safety Committee composed of six (6) members. The Union shall designate three (3) members of the Union to serve on said Committee and The Town Administrator shall designate three (3) supervisory personnel (or alternates).

B. There shall be no fewer than five (5) meetings held within each twelve-month period during the terms of this Agreement, and at least one meeting held quarterly. A quorum shall consist of three members of the Committee, containing at least one member representing each party to this Agreement.

C. The Safety Committee shall elect one of its members to be the Secretary, who shall keep minutes of all meetings held and shall notify the Committee members of the date, time and place of each meeting.

D. The Safety Committee shall formulate and recommend rules, policies and regulations for the improvement of the health and safety of the employees.

E. In the event the majority of the Committee shall agree upon any rule, policy or regulation, the same shall be submitted to the Town Administrator for approval within three (3) weeks of the meeting.

F. The chairmanship shall alternate between the parties for each meeting as held.

G. In the event a majority cannot agree, either side may submit a minority report to the Town Administrator for his consideration.

ARTICLE 27 - MEDICAL INSURANCE

27.1a The Town shall contract for group health insurance plan for its employees on the same basis as to other Town employees. The Town shall pay seventy-five (75) percent of the cost of said plan, and shall deduct twenty-five (25) percent of the cost of said plan from employees wages.

27.1b Health Insurance Buy-Out Option: The employees who are enrolled in the Town's health insurance program as of the effective date of this contract and for at least twelve (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: \$1500.00 annually, paid semi-annually
Family Plan: \$3,000.00 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". 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.

27.2 Life Insurance: The amount of life insurance coverage presently offered each employee, for which 50% of the premium cost is borne by the Town and 50% is borne by the employee, shall be increased to a maximum available coverage amount of \$10,000.

27.3 Retirement: Employees must notify Town in writing not less than sixty (60) calendar days in advance unless it's due to a disability retirement.

27.4 The Town shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health insurance with pre-tax earnings.

27.5 Eye Glass and Dental Replacement: The Town will pay for the repair of glasses and dental plates when broken on the job, provided the employee has two (2) witnesses or the approval by the Department Supervisor. If any claims are proven to be fraudulent, all persons involved will be subject to dismissal. All replacement of glasses shall be safety glasses.

27.6 Federal Family Medical Leave Act (FMLA) and Federal Small Necessities Act (FSNA): The Town acknowledges its obligations under the FMLA and the FSNA.

ARTICLE 28 - UNIFORMS

Employees will receive \$450.00 a year for uniform allowance. All employees shall wear complete uniforms while on duty, and any employee who fails to wear a complete uniform while on duty may be subject to disciplinary action by the Superintendent. Failure to wear a uniform while on duty may be excused by the Superintendent if in his judgment such failure was through no fault of the employee. The Town will also supply each employee with a winter apparel.

ARTICLE 29 - LOSS OF LICENSE

29.1 Loss of License: If a employee suffers a loss of a license required by his/her job title, he/she will be subject to a reduction in job title and corresponding wages. If said employee fails to have said license reinstated in a reasonable time frame, he/she will be subject to suspension until license is reinstated.

ARTICLE 30 - PERFORMANCE EVALUATION

Pending new language for team based performance model

ARTICLE 31 - CIVILIAN COMPLAINTS

31.1 No disciplinary action of any kind shall be taken on any complaint from a private citizen against an employee in the bargaining unit unless the complaint is submitted in writing, is signed by the complainant, and set forth the place, day, time and circumstances of the matter which is the basis of the complaint.

ARTICLE 32 - EDUCATIONAL DEVELOPMENT

32.1 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 annual salary.

60 acquired college credits - 10% of base annual salary.

Associate Degree - 15% Of base annual salary.

Credit accumulation shall only apply to subjects which are related to job related educational programs. 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 evidence of completion of all courses or a degree shall be submitted and the employee's base annual salary shall be appropriately increased.

ARTICLE 33 – LABORERS' PENSION FUND

For the purpose of providing additional retirement benefits for employees covered by this Agreement, the Employer agrees to the following payment schedule payable to the Laborers' International Union of North America National (Industrial) Pension Fund: In lieu of wages, \$1.00 per hour, deducted from wages only for forty (40) hours per week to a maximum of 2,080 hours per year. No overtime compensation shall be contributed to the Fund.

ARTICLE 34 - DURATION OF AGREEMENT

33.1 The provisions of this Agreement will be effective July 1, 2010 and will continue in full force and effect through June 30, 2013, and shall be automatically renewed from year to year thereafter, unless, at least four (4) months prior to the expiration date, either party notifies the other in writing by certified mail, return receipt requested, or its desire to renegotiate the Agreement. An updated and signed Agreement will be made available to the Massachusetts Laborers' District Council no later than thirty (30) days after the execution of a Memorandum of Agreement.

ARTICLE 34 - EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement
this

11 day of MAY 2011.

Town of Maynard
by the board of Selectmen

[Signature]

[Signature]

[Signature]

[Signature]

Massachusetts Laborers'
District Council & Local Union 1156

[Signature]

[Signature]

APPENDIX "A"
Job Classification Requirements

Assistant Chief Operator /Foreman - WWTP

A minimum of a Grade IV Wastewater License. High school diploma or equivalent, computer literate. Must be able to perform strenuous physical work in all types of situations. Knowledge of the principal and practices of the operation of a wastewater treatment plant including process control. Must be capable of meeting operations required by DEP & EPA permits. Knowledge of chemicals used and their impact on operations. Must be able to diagnosis problems, maintain and perform repairs on typical pumps, motors and other equipment associated with wastewater treatment plants. Must be able to direct staff in the performance of daily operations, schedule maintenance, contractors, oversee lab functions and other functions associated with treatment plant operations. Available for emergency call outs, Department related. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee, Chief Operator or Manager of the Wastewater Treatment Plant.

Lab Technician/Operator – WWTP

A minimum of a Grade II Wastewater License. High school diploma or equivalent, computer literate. Must be able to perform strenuous physical work in all types of situations. Knowledge of the principal and practices of lab operations; especially as they pertain to wastewater treatment plant operations. Responsible for collecting samples, all testing required by DEP or EPA, process control, maintain records for reporting and preparation of reports as directed. Maintain the lab in a professional manner, ordering lab supplies, maintenance of lab equipment and other duties normally associated with lab operations. Must also be able to perform duties of WWTP Operator when directed. Available for emergency call outs, Department related. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee, Chief Operator or Manager of the Wastewater Treatment Plant and the Assistant Chief Operator/ Foreman.

Operator – WWTP

A minimum of a Grade II Wastewater License. High school graduate or equivalent, basic computer skills. Must be able to perform strenuous physical work in all types of situations. Knowledge of the principals and practices of wastewater treatment plant operations. Operation and maintenance of plant equipment, ability to diagnose problems and make repairs to pumps, motors and other equipment associated with wastewater treatment plants. General maintenance of buildings, WWTP plant and grounds. Process control duties as assigned. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee, Chief Operator or Manager of the Wastewater Treatment Plant and the Assistant Chief Operator/ Foreman.

Tractor Trailer Driver/Operator – WWTP

A minimum of a Grade II Wastewater License. High school diploma or equivalent, basic computer skills. Class A CDL with air brake and tanker endorsement. Must be able to perform strenuous physical work in all types of situations. Responsible for loading and hauling sludge as necessary. Operation and maintenance of plant equipment, ability to diagnose problems and make repairs to pump, motors and other equipment associated with wastewater treatment plants. General maintenance of buildings, WWTP plant and grounds. Process control duties as assigned. Must be able to perform duties of WWTP Operator when directed. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee, Chief Operator or Manager of the Wastewater Treatment Plant and the Assistant Chief Operator/ Foreman.

Foreman — Highway Department

Lead Mechanic — Highway Department

High school diploma or equivalent, computer literate. Class B CDL with air brake endorsement and a Hydraulic License for back-hoes and loaders. Must be able to perform strenuous physical work in all types of situations. Formal mechanical certification or training encouraged. Works under the direction of the Highway Foreman. Responsible for the preventative maintenance, diagnosis and repairs on all DPW equipment. This includes small engine repair, loaders and other equipment associated with DPW operations. Must be available for emergency call outs and snow storms. Will be required to work in the field performing public works duties when directed by the Foreman, the Superintendent of Public Works or his Designee.

Special Motor Equipment Operator - Highway Department

High school diploma or equivalent. Class A CDL with air brake and tanker endorsement, Hydraulic License with back-hoe and loader endorsement at a minimum. Must be able to perform strenuous physical work in all types of situations. Must be able to operate with proficiency all equipment normally associated with public works operations to include but not limited to: loaders, back-hoes, tractor trailers, sewer rodders, sewer jettas, excavators, snow blowers compressors, road graders etc. etc. this is an example of the types of equipment there are numerous other types of equipment associated with DPWs. Will work for other Departments when needed. Must be available for emergency call outs and snow storms. Will be required to work in the field performing public works duties when directed by the Foreman, the Superintendent of Public Works or his Designee.

Skilled Laborer — Highway Department

High school diploma or equivalent. Class B CDL with air brake endorsement, Hydraulic License with back-hoe and loader endorsement at a minimum. Must be able to perform strenuous physical work in all types of situations. Basic knowledge of the principals and practices of Highway construction and maintenance. Two (2) to (5) years experience in highway construction or maintenance or a related field. Experience in the operation of equipment associated with public works, ie. lawn mowers, chain saws, bobcats, brush chippers, compressors, snow plows and sanders etc. this is an example of the types of equipment there are numerous other types of equipment associated with DPWs. Must be available for emergency call outs and snow storms. Will be required to perform all duties assigned by the Highway Foreman, Superintendent of Public Works or his Designee.

Laborer – Highway Department

High school diploma or equivalent. Drivers license, hydraulic license. Works under the direction of the Highway Foreman or his designee performing highway, parks, cemetery, building etc. maintenance and repairs as directed. May be assigned to work with other Departments as needed. Will have ability to operate small equipment to include lawn mowers, weed wackers, chain saws sidewalk plows etc. Must be available for emergency call outs and snow storms. Will be required to perform all duties assigned by the Highway Foreman, Superintendent of Public Works or his Designee.

Lead Operator/Foreman — Water Department

High school diploma or equivalent, computer literate. Grade II Water Treatment and a Grade II Distribution License or Grade License's required by DEP for plant operation, Class B CDL with air brake endorsement, hydraulic license for back-hoe and loaders. Must be able to perform strenuous physical labor in all types of environments. Knowledge of the principal and practices of water treatment plant operations and maintenance. Responsible for the operation and maintenance of the Towns water treatment plants and distribution system including process control. Must be capable of meeting operations required by DEP and/or EPA. Knowledge of chemicals used and impact on operations. Must be able to diagnose problems, maintain and perform repairs on equipment associated with water treatment plant operations. Must be able to meet all mandated DEP or EPA requirements including all required reporting, water quality testing and other regulations and mandates. Must be able to direct staff in the performance of daily operation, schedule maintenance, contractors, oversee lab functions etc. Responsible to ensure water meters are read and maintained so the Town can bill in a timely manner. Maintains the sewer collection system including pump stations. Must be available for emergency call outs. Performs other functions (duties) as directed by the Superintendent of Public Works or his Designee.

Secondary Operator/Foreman – Water Department

High school diploma or equivalent, computer literate. Grade II Water Treatment and a Grade II Distribution License or Grade License's required by DEP for plant operation, Class B CDL with air brake endorsement, hydraulic license for back-hoe and loaders. Must be able to perform strenuous physical labor in all types of environments. Knowledge of the principal and practices of water treatment plant operations and maintenance. Knowledge of chemicals used and there impact on operations. Responsible for the operation and maintenance of assigned treatment plant or plants. Responsible for all water sampling as required by DEP or EPA. Must be able to diagnose problems and make repairs on equipment associated with water treatment plants. Assists in maintaining the sewer collection system. Must be available for emergency call outs. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee or the Lead Operator/Foreman

Operator — Water Department

High school diploma or equivalent, Grade II Water Treatment and a Grade II Distribution License, Class B CDL with air brake endorsement, hydraulic license for back-hoe and loaders. Must be able to perform strenuous physical labor in all types of environments. Knowledge of the principal and practices of water treatment plant operations and maintenance. Operation and maintenance of plant equipment, ability to diagnose problems and make repairs to pumps, motors and other equipment associated with water treatment plants. General maintenance of buildings, WTP plants and grounds. Process control duties as assigned. . Responsible to ensure water meters are read and maintained so the Town can bill in a timely manner. Maintains the sewer collection system including pump stations. Must be available for emergency call outs. Performs other functions (duties) as directed by the Superintendent of Public Works, his Designee, Lead Operator/Foreman or Secondary Operator/Foreman.

APPENDIX "B"
DEPARTMENT OF PUBLIC WORKS WAGE RATES

Wages increases will be part of an evaluation process, with an increase range of 2% to 4% annually for performance based evaluation. The range will be fairly and equitably applied on an annual basis. COLA increases will be:

FY2011: 1.5%

FY2012: 1.5%

FY2013: 1.5%

These increases will be set in place July 1 with the start of the fiscal year and added to base steps.

APPENDIX "B"
DEPARTMENT OF PUBLIC WORK WAGE RATES -EFFECTIVE

<u>FY 2011</u>	Min.	2	3	4	5	6	7	Max.
Auto Mechanic	17.82	18.03	18.38	18.93	19.50	19.99	20.48	21.01
Special Motor		1.14%	1.97%	2.98%	3.00%	2.50%	2.50%	2.50%
Skilled Laborer	17.10	17.43	17.77	18.31	18.86	19.33	19.81	20.3
		1.90%	1.98%	3.03%	2.99%	2.50%	2.50%	2.50%
Foreman	20.70	21.11	21.54	22.18	22.85	23.42	24.00	24.61
Asst. Superintendent		2.01%	2.02%	2.97%	3.02%	2.50%	2.50%	2.50%
W.T.P. Secondary Oper/Foreman								
WWTP Operator	18.71	18.88	19.25	19.83	20.43	20.94	21.47	22.0
Lead Mechanic		0.92%	1.99%	3.00%	3.02%	2.50%	2.50%	2.50%
Lab Tech								
Water and Sewer Pumping Station Operator								
WWTP Driver/Equipment Operator								
W.T.P. Lead Oper/Foreman	22.04	22.46	22.91	23.60	24.31	24.92	25.54	26.1
Asst. Chief Operator		1.93%	1.99%	3.01%	3.01%	2.50%	2.50%	2.50%

FY2012

	Min,	2	3	4	5	6	7	Max.
Auto Mechanic Special Motor	18.09	18.30 1.14%	18.66 1.97%	19.21 2.98%	19.79 3.00%	20.29 2.50%	20.79 2.50%	21.31 2.50%
Skilled Laborer	17.36	17.69 1.90%	18.04 1.98%	18.59 3.03%	19.14 2.99%	19.62 2.50%	20.11 2.50%	20.61 2.50%
Foreman Asst. Superintendent W.T.P. Secondary Oper/Foreman	21.01	21.43 2.01%	21.86 2.02%	22.51 2.97%	23.19 3.02%	23.77 2.50%	24.36 2.50%	24.91 2.50%
WWTP Operator Lead Mechanic Lab Tech Water and Sewer Pumping Station Operator WWTP Driver/Equipment Operator	18.99	19.16 0.92%	19.54 1.99%	20.13 3.00%	20.74 3.02%	21.25 2.50%	21.79 2.50%	22.31 2.50%
W.T.P. Lead Oper/Foreman Asst. Chief Operator	22.37	22.80 1.93%	23.25 1.99%	23.95 3.01%	24.67 3.01%	25.29 2.50%	25.92 2.50%	26.51 2.50%

FY2013

	Min.	2	3	4	5	6	7	Max.
Auto Mechanic Special Motor	18.36%	18.57% 1.14%	18.94% 1.97%	19.50% 2.98%	20.09% 3.00%	20.59% 2.50%	21.10% 2.50%	21.64% 2.50%
Skilled Laborer	17.62%	17.95% 1.90%	18.31% 1.98%	18.86% 3.03%	19.43% 2.99%	19.91% 2.50%	20.41% 2.50%	20.92% 2.50%
Foreman Asst. Superintendent W.T.P. Secondary Oper/Foreman	21.32%	21.75% 2.01%	22.19% 2.02%	22.85% 2.97%	23.54% 3.02%	24.12% 2.50%	24.73% 2.50%	25.35% 2.50%
WWTP Operator Lead Mechanic Lab Tech Water and Sewer Pumping Station Operator WWTP Driver/Equipment Operator	19.27%	19.45% 0.92%	19.84% 1.99%	20.43% 3.00%	21.05% 3.02%	21.57% 2.50%	22.12% 2.50%	22.67% 2.50%
W.T.P. Lead Oper/Foreman Asst. Chief Operator	22.70%	23.14% 1.93%	23.60% 1.99%	24.31% 3.01%	25.04% 3.01%	25.67% 2.50%	26.31% 2.50%	26.97% 2.50%

When a foreman acts in behalf of the Superintendent for at least one (8 hour) day he shall be paid an additional \$75.00 for each full day acting in behalf of the Superintendent

If a foreman is not available, a suitable candidate shall be chosen by qualifications.

APPENDIX "C" - PERFORMANCE EVALUATION

Name		Department or Division		
Job Title - Grade/Step		Period Covered by Review		
Factors	Excellent	Good	*Needs Improvement	*Unsatisfactory
Attitude				
Quality of Work				
Quantity of Work				
Judgment				
Job Knowledge & Skills				
Results				
Dependability				
Initiative				
Relationships				
Overall Performance Evaluation (check one)		*Growth Potential (check one)		
<input type="checkbox"/> Superior <input type="checkbox"/> Above Average <input type="checkbox"/> Average <input type="checkbox"/> Below Average <input type="checkbox"/> To Be Considered For Termination		<input type="checkbox"/> Employee Possesses Capacity to Assume Greater Responsibility <input type="checkbox"/> Employee Possesses Capacity to remain in Current Position or one with Equal Responsibility		
Supervisor's Comments: (Use Additional Page if Necessary)				
Employee's Comments: (Use Additional Page if Necessary)				

APPENDIX "D"
PERMANENT VACANCY APPLICATION FORM

Date of Application

Supt. of Public Works
Town Building
Maynard, Ma. 01754

Dear Superintendent,

In accordance with our Union Contract, Article 14, Permanent Vacancies, I _____, Am hereby requesting to fill the following vacancy.

Name of Permanent Vacancy Posted

Which was posted on

I feel that I should be appointed because:

Thank you for considering my application.
Yours truly.

Employee Signature:

APPENDIX "E"
STEP-RATE INCREASE REQUEST

Date of Application _____

Supt. of Public Works
Town Building
Maynard, Ma. 01754

Dear Superintendent,

I, _____, am hereby requesting a step rate increase.

Classification	Step	Date
Classified		

I am seeking to be reclassified to the following:

Classification	Step

I feel that I should be reclassified for the following reasons:

Thank you for considering my application.

Yours truly,

Employee Signature

APPENDIX "G"
VACATION REQUEST

Date of Request

Supt. of Public Works
Town Building
Maynard, Ma. 01754

Dear Superintendent,

I am applying for the following days and dates for vacation.

for a total of _____ days. I still have _____ days remaining for vacation
time to be applied for a later date.

Yours truly,

Employee Signature

Dear Mr. _____

The above days and dates _____ have been.
_____ have not been approved for your
vacation.

For the following reasons:

Yours truly,

Superintendent of Public Works

APPENDIX "H"
LEAVE of ABSENCE

Supt. of Public Works
Town Building
Maynard, Ma. 01754

Dear Superintendent,

In accordance with our Union Contract, Article 23, Leave of Absence,
I,

_____, am hereby requesting that I be
granted a leave of absence for the following reason:

I would like this leave of absence to be granted beginning

_____.

I will return to work on _____.

Thank you for considering my request.

Yours truly,

Employee Signature

Dear Mr. _____

Your request for a leave of absence _____ has been granted.

_____ has not been granted.

Yours truly,

Superintendent of Public Works

APPENDIX J
TEAM PERFORMANCE EVALUATION

The Union has agreed in principle and concept to allow management, with input from Local 1156 members through their representatives to create a team based performance model. The model will reward employees for optimum performance. This model will serve to allow management to articulate and staff to understand the goals and focus areas which should be addressed in work performance and product.

A tool is to be created through a cooperative effort. All goals will be developed individually for each Department of Public Works division (Water, Waste Water and Highway) and may be different, but must be equal as part of the tool. It has been suggested there will be five categories of achievement, with five goals in each category. A goal may appear in more than one category, but no more than three.

The process of developing the five categories will be a function of the Town Administrator, Superintendent and the three Union representatives on the bargaining team. The categories must be relevant and consistent with the spirit of the negotiations and work of the Department of Public Works. If the parties cannot unanimously agree upon an evaluation model, this part of the MOU all other offers and agreed upon changes from the previous contract can be retracted by either party, once an evaluation model is agreed upon and commences, the model will be in place unless all parties agree to replace the model. A request for change must be delivered to all thirty days prior to the end of the evaluation period by any of the three parties. Prior to each evaluation period, the Superintendent of Public Works and the foremen of each division will agree upon goals and objectives will be decided and approved by the Town Administrator for the ensuing period.