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*Contract # 1113*

# 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, 2016 - JUNE 30, 2019

TABLE OF CONTENTS

PREAMBLE .....	1
DEFINITIONS .....	1
RECOGNITION .....	1
MANAGEMENT RIGHTS .....	2
AGENCY FEE .....	2
PAYROLL DEDUCTION OF UNION DUES .....	2
UNION BUSINESS .....	2
NO DISCRIMINATION .....	3
APPLICABLE LAW AND REGULATIONS .....	3
SEVERABILITY .....	3
NO STRIKE OR LOCKOUT .....	3
GRIEVANCE AND ARBITRATION PROCEDURES .....	4
STABILITY OF AGREEMENT .....	5
SENIORITY AND PROMOTION .....	6
PERMANENT VACANCIES .....	7
WAGES .....	7
SALARY ADJUSTMENTS FOR TRANSFERS AND PROMOTIONS .....	9
HOURS OF WORK AND OVERTIME .....	9
HOLIDAYS .....	11
VACATION LEAVE .....	12
SICK LEAVE .....	14
WORKMEN'S COMPENSATION .....	15
BEREAVEMENT LEAVE .....	15
MILITARY, JURY DUTY AND LEAVE OF ABSENCE .....	16
PERSONAL LEAVE .....	16
PERSONNEL FILES .....	17
SAFETY .....	17
MEDICAL INSURANCE .....	19
UNIFORMS .....	20
LOSS OF LICENSE .....	20
PERFORMANCE EVALUATION .....	21
CIVILIAN COMPLAINTS .....	21
EDUCATIONAL DEVELOPMENT .....	21
LABORERS' PENSION FUND.....	22
DURATION OF AGREEMENT .....	22
EXECUTION .....	23
APPENDIX A .....	24
APPENDIX B .....	25
APPENDIX C .....	26
APPENDIX D .....	27
APPENDIX E .....	28
APPENDIX F .....	29
APPENDIX G .....	30

## 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", on 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.
- *DPW DIRECTOR* shall be the then current DPW Director 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 and/or DPW Director when reasonably convenient to said supervisor and/or DPW Director, 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 origin, 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 DPW Director of Public Works, the aggrieved employee, the Union representative, and any other person authorized by the DPW Director, within one week of said request. (Matters that are emergencies shall be expedited).

The DPW Director 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 DPW Director would prefer to be heard by the Town Administrator or designee, he may refer said matter to them in lieu of conducting a meeting himself. If a grievance is referred to the Town Administrator or designee for a hearing, the Union shall be so notified and a meeting shall be schedule by the said Town Administrator or designee 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 Department of Labor Relations 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 DPW Director within thirty (30) days to either make the employee permanent or lay him/her off. For promotions, the decision to retain the employee in the new position or return them to their previous position must be made within 30 days. This can be extended by mutual agreement of the DPW Director and the employee. Management reserves the right to extend or shorten the three (3) month period as appropriate and through agreement of the DPW Director, 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 a workers' compensation claim shall continue to accrue seniority until their employment is finalized or their claim is settled whichever may come first.

**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 or creation of a new position covered by this Agreement, shall be posted internally for a period of not less than ten (10) business days on all appropriate Employee Bulletin Board's before the position is permanently filled.

**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 DPW Director within (10) calendar days of the posting of such vacancy. Posted vacancies shall be filled within thirty (30) days of the completion of the ten (10) day period.

**14.3** The vacancy shall be filled on the basis of qualifications and ability. Qualifications will be determined by the DPW Director. 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 H.

**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 as 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 DPW Director, without reduction in wages and/or benefits.

**15.8** The hiring rate will be determined by the DPW Director 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 Director 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 DPW Director the right to reward good and faithful service meriting this special consideration. It also enables the DPW Director to withhold increases when in his/her judgment; 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 performing maintenance or repairs relating to the water plant or sewer systems will receive a \$1.00 per hour increase in pay for the use of hazardous chemicals for this work. FY18: increase to \$1.10 per hour; FY19: increase to \$1.20 per hour. These chemicals shall be those in use by the Town for the maintenance or repair of these systems as approved by the DPW Director. Use of chemicals for other purposes – fuel, cleaning solvents, etc. does not qualify for this differential.

**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 DPW Director 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 DPW Director of Public Works or his designee.

**17.4** It is recognized that in some circumstances, 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 within their divisions, before calling other divisions, except that snow and declared emergencies are department-wide callbacks for overtime. Sanding operations are initially conducted within the Highway Division. A list of eligible employees shall be maintained by each foreman and shall be posted in the DPW administrative office and division office. Each division 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** 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.

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

**17.8** 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. If an employee answers a work related call outside of the normal work day and acknowledges an alarm or inquiry without having to respond on site, they shall be paid at time and one-half their hourly rate at one (1) hour pay. If that employee later has to respond on site to resolve the same issue, he shall not receive an additional one (1) hour pay. This is included in the total minimum hours for a call back.

**17.9** 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.

**17.10** No employee shall be required to work more than sixteen (16) consecutive hours, including the lunch break, on his regular work shift, without a minimum break of six (6) hours, unpaid before resuming his duties. However, it is recognized that in emergencies this may not always be possible, in which case the employee shall receive (2) hours of compensation at the base salary for every sixteen (16) consecutive hours worked, including the employee's regular shift, the employee must remain available to receive this compensation. 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(s). Hours worked during this regular work shift will be paid at straight time. During snow events only, after eight (8) consecutive hours of overtime, an employee will receive a twenty dollar (\$20.00) meal allowance and for every other eight (8) consecutive overtime hours in that shift an employee will receive a fifteen dollar (\$15.00) allowance. If consecutive overtime is interrupted, even with a regular work shift, the meal allowance sequence begins again.

**17.11** 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 each approximately four (4) hours intervals of overtime duty.

**17.12** 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.

**17.13** 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.

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

**17.15** Overtime shall be voluntary, except in extreme emergencies.

**17.16** 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.

**17.17** Any temporary or occasional help may not labor for more than 90 days, or for the period of time required to replace the permanent employee, or the period of time for the project involved, 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
Martin Luther King, Jr. Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Patriots' Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve
Independence Day	Christmas Day
Labor Day	

**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 Easter Day, Labor Day, Memorial Day, Christmas Day, Thanksgiving, New Year's Day, and 4<sup>th</sup> 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 DPW Director 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 probationary full time employees will receive their vacation allotment on July 1<sup>st</sup> 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 of vacation.

**19.6** Employees in the year of one's fifth anniversary and through the year of one's ninth anniversary, three (3) weeks of 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 of vacation (20 days).

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

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

**19.10** It is the practice of the Town that vacation time will not be allowed to carry-forward into the next fiscal year. Employees may make a request to carry-forward up to one week (5 days) by May 31<sup>st</sup> of a year to the Town Administrator. The Town Administrator will not unreasonably withhold this permission but the time must be used by September 30 following the approval. If not approved, the Town will pay out the unused time in the last pay period of the fiscal year in which the time is earned.

**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** 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.

**19.13** Any member who intends to take more than three (3) consecutive days of 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 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.

**20.2** The Employer may require any employee returning to work after a sick leave of three (3) consecutive work days, 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.

**20.3** Each employee shall be credited with sick leave with pay at the rate of ninety-six (96) hours per year (eight (8) hours per month). Sick leave accrues monthly. Part-time employees will accrue time pro-rated to their schedule when compared to a forty (40) hour weekly schedule.

**20.4** For any employee hired prior to July 1, 2004, the Town agrees to buy back fifty percent (50%) of the accumulated sick time of an individual up to 1800 hours who leaves the employment of the Town for any reason.

For all employees hired on or after July 1, 2004, the Town agrees to buy back twenty percent (20%) of the accumulated sick time of an individual up to 1440 hours for any individual who retires or who is laid off.

Any employee hired on or after July 1, 2014 will not be eligible to receive sick leave buy back upon termination of employment.

**20.5 Sick Leave Bank** The Union shall maintain at least 2080 hours in a sick bank to be administered by two members of the Union and the DPW Director. Recommendations about awarding sick time from the bank will be made case-by-case by the administrators. They will consider the employee's sick use history and the nature of the illness or injury in making their decision. A majority vote of the administrators is needed to make a recommendation, which will be subject to approval by the Town Administrator.

If the balance in the bank falls below 2080 hours in any given year, each employee in the Union shall contribute an equal amount of hours needed to bring the total up to 2080 hours. This tabulation and adjustment will be made at the start of each fiscal

year. Hours shall be contributed in whole hours, even if this brings the entire total above 2080.

All newly hired employees shall contribute 16 hours to the bank at the conclusion of their first year of employment.

## **ARTICLE 21 - WORKER'S COMPENSATION**

**21.1** An employee who by reason of an Industrial Accident receives statutory compensation may receive, from any unused accrued sick leave, 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** 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 day prior to the funeral, the day of the funeral and the days after the funeral, with a maximum of five (5) days of compensation.

Up to three (3) days of paid leave may be granted to an employee for attendance at the funeral of a sister-in-law, brother-in-law, stepparent, stepchild, aunt, uncle, grandmother-in-law, grandfather-in-law or step-grandchild.

### **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 DPW Director with the concurrence of the Board of Selectmen. Any employee wishing a leave of absence must notify the DPW Director in writing twenty-one (21) calendar days prior to the start of requested leave. The DPW Director 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** Official Personnel Files are maintained in the office of the Assistant Town Administrator. Access to personnel records will be made upon reasonable notice to the Assistant Town Administrator by the employee requesting access.

### **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 DPW Director 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 Medical Insurance:** Plan design involving group health insurance benefits will be conducted in accordance with the provisions of M.G.L. Chapter 32B and will be subject to the appropriate public authority. Chapter 32B issues other than premium share will not be agreed to in a successor agreement.

**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 employee's wages.

**27.1b Health Insurance Buy-Out Option: Revise** Opt-out provision – Effective July 1, 2014 or upon the signing of this agreement, whichever comes first, eligibility for the health plan opt-out stipend is available to any employee who has been continuously on the Town's health insurance since July 1, 2012. Employees hired since July 1, 2012 must be on the Town's health insurance for at least 24 consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1500 per fiscal year if opting out of an individual plan and \$3000 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. Employee's may re-join the health insurance program due to a qualifying event (refer to Town insurance provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the Town's health insurance during any part of a fiscal year.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so at the \$1500 per year rate.

Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

**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 DPW Director. Failure to wear a uniform while on duty may be excused by the DPW Director 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, he/she will be subject to appropriate disciplinary action as determined by the Employer to and including a reduction in job and title and corresponding wages, suspension until licenses is reinstated or a termination of employment.

## **ARTICLE 30 - PERFORMANCE EVALUATION**

Assistant Town Administrator to propose new process for all non-public safety employees.

## **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 employee and the Union are made aware of the place, day, time and circumstance of the matter which is the basis of the complaint. Identifying the complainant to the Union and/or employee is not necessary in so far as the Town is confident of the veracity 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.

Any employee hired on or after July 1, 2014 will not be eligible for educational development pay. Employees will be hired and compensated based on qualifications and education requirements of the position.

### **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: May 2016: \$1.80 per hour; May 2017: \$1.98 per hour (estimated); May 2018: \$2.19 per hour (estimated), 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**

**34.1** The provisions of this Agreement will be effective July 1, 2016 and will continue in full force and effect through June 30, 2019, 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. The provisions of this Agreement that are permissive subjects of bargaining shall continue in effect until either party provides a one hundred and twenty (120) day notice to the other of a termination of the current 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.

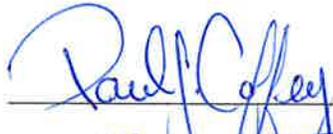
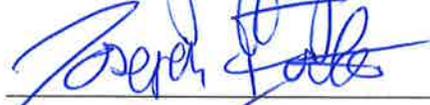
ARTICLE 35 - EXECUTION

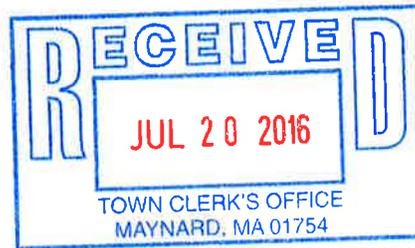
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
19 day of July 2014.

Town of Maynard  
by the Board of Selectmen

Massachusetts Laborers'  
District Council & Local Union 1156

  
\_\_\_\_\_  
David D. G.  
\_\_\_\_\_  
J. J. G.  
\_\_\_\_\_  
J. J. G.  
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J. J. G.  
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**APPENDIX A  
PERMANENT VACANCY APPLICATION FORM**

Date of Application

DPW Director  
Town Building  
Maynard, Ma. 01754

Dear DPW Director,

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 B  
STEP-RATE INCREASE REQUEST**

Date of Application \_\_\_\_\_

DPW Director  
Town Building  
Maynard, Ma. 01754

Dear DPW Director,

I, \_\_\_\_\_, am hereby requesting a step rate increase.

Classification	Step	Date
----------------	------	------

I am seeking to be reclassified to the following:

Classification	Step
----------------	------

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

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Thank you for considering my application.

Yours truly,

\_\_\_\_\_  
Employee Signature



**APPENDIX D  
VACATION REQUEST**

\_\_\_\_\_  
Date of Request

DPW Director  
Town Building  
Maynard, Ma. 01754

Dear DPW Director,

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,

\_\_\_\_\_  
DPW Director of Public Works

**APPENDIX E**  
**LEAVE of ABSENCE**

DPW Director  
Town Building  
Maynard, Ma. 01754

Dear DPW Director,

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,

\_\_\_\_\_  
DPW Director of Public Works



**APPENDIX G**  
**Job Classification Requirements**

APPENDIX H

**Public Works Step Table**

<b>FY17 COLA</b>		101.50%	<b>Probation</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	
Laborer	A			\$19.79	\$20.35	\$20.93	\$21.52	\$21.95	\$22.28
Skilled Laborer	B			\$20.52	\$21.10	\$21.70	\$22.31	\$22.76	\$23.10
Auto Mechanic, Mason, Special Equipt.	C			\$21.22	\$21.82	\$22.44	\$23.08	\$23.54	\$23.89
Operator, Lead Mechanic, WS Operator, Man.	D			\$22.24	\$22.87	\$23.51	\$24.18	\$24.66	\$25.03
	E			\$25.45	\$26.23	\$27.04	\$27.88	\$28.44	\$28.86
Highway Foreman	F			\$26.59	\$27.34	\$28.11	\$28.91	\$29.48	\$29.93
WTP Lead Operator	G			\$26.98	\$27.75	\$28.53	\$29.34	\$29.93	\$30.37

<b>FY18 COLA</b>		101.50%		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laborer	A			\$20.66	\$21.24	\$21.84	\$22.28	\$22.61
Skilled Laborer	B			\$21.42	\$22.02	\$22.64	\$23.10	\$23.44
Auto Mechanic, Mason, Special Equipt.	C			\$22.15	\$22.78	\$23.42	\$23.89	\$24.25
Operator, Lead Mechanic, WS Operator,	D			\$23.21	\$23.87	\$24.54	\$25.03	\$25.41
PFC Foreman, WS 2nd oper., Asst. Ops Man.	E			\$26.63	\$27.45	\$28.30	\$28.86	\$29.30
Highway Foreman	F			\$27.75	\$28.53	\$29.34	\$29.93	\$30.37
WTP Lead Operator	G			\$28.16	\$28.96	\$29.78	\$30.37	\$30.83

<b>FY19 COLA</b>		101.50%		<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
Laborer	A			\$20.97	\$21.56	\$22.17	\$22.61	\$22.95
Skilled Laborer	B			\$21.74	\$22.35	\$22.98	\$23.44	\$23.79
Auto Mechanic, Mason, Special Equipt.	C			\$22.48	\$23.12	\$23.77	\$24.25	\$24.61
Operator, Lead Mechanic, WS Operator,	D			\$23.56	\$24.23	\$24.91	\$25.41	\$25.79
Man.	E			\$27.03	\$27.86	\$28.72	\$29.30	\$29.74
Highway Foreman	F			\$28.16	\$28.96	\$29.78	\$30.37	\$30.83
WTP Lead Operator	G			\$28.59	\$29.39	\$30.23	\$30.83	\$31.29