

# AGREEMENT

Between

**TOWN OF MAYNARD, MASSACHUSETTS**

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

in behalf of

**PUBLIC EMPLOYEES' LOCAL UNION 272**

**MAYNARD PROFESSIONAL PERSONNEL**

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**



JULY 1, 2014 - JUNE 30, 2016

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## **ARTICLE 1 - PREAMBLE**

**1.1 AGREEMENT** made this 1<sup>st</sup> day of July, 2014 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 272 on behalf of employees in the Town of Maynard, Professional Personnel as contained in the certification of the Massachusetts Labor Relations Commission MCR-03-5067.

### **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.
- *TOWN ADMINISTRATOR OR ITS ACTING OR INTERIM TOWN ADMINISTRATOR* shall be the then current Town Administrator of the Town of Maynard.
- *Professional Personnel* 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-03-5067.

**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.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Board of Selectmen of the Town of Maynard, the Town Administrator or any other person or body exercising lawful authority and jurisdiction under the Constitution or laws of the Commonwealth of Massachusetts, the by-laws of the Town of Maynard.

### **ARTICLE 4 - AGENCY FEE**

All permanent employees who are members of the Union as of July 1st, 2004, 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 weekly. 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 the Town Administrator when reasonably convenient to said Town Administrator, on any matters of Union business. The Town Administrator 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 or 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 Town Administrator or designee, 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 the Town Administrator or designee within thirty (30) 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 Town Administrator or designee.
5. Requested remedy or relief.

Within seven (7) calendar days after the filing, the aggrieved employee's immediate Town Administrator or designee shall arrange for a conference with the aggrieved employee and his Union representative, and other person authorized by said Town Administrator or designee, and the grievance shall be discussed. Within ten (10) calendar days after the discussion or discussions have concluded, the Town Administrator or designee shall provide the employee with a written answer.

**Step 2:** Any grievance which is unresolved on the completion of Step 1, maybe referred within (30) days, to the Board of Selectmen.

**Step 3:** Any grievance, which is unresolved on the completion of Step 2, may be referred, within thirty (30) days, to the Massachusetts Department of Labor Relations. Costs associated with a mediation process are to be paid 50-50 by the Town of Maynard 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 - PERMANENT VACANCIES**

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

**13.2** 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.

## **ARTICLE 14 - WAGES**

**14.1** Year 1 – 1.5% increase with a term of 7/1/2014 to 6/30/2015  
Year 2 – 3% increase with a term of 7/1/2015 to 6/30/2016

**14.2** Both parties agree in principle that management will be allowed to meet with each individual member to create a job description which accurately reflects the responsibilities and duties of the member's position and to recommended salary to the Board of Selectmen for their approval of this agreement without protest or grievance individually or collectively. Through this mutual agreement of all parties it has been determined each job has

evolved and previous descriptions have not kept pace with those changes. The parties agree to work to capture those descriptions and create a base pay rate for each position between \$44,000 and \$95,000 for an annual salary. Private and public sector salary rates which are comparable will be considered when developing the rate.

### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

**15.1** Employees will work forty (40) hours per week with a schedule appropriate to their assigned department (Town Hall, Library, etc.).

**15.2** Any employee required to return to work, on the same day, after having completed their regular shift and before their next regular scheduled starting time, will be paid at a minimum of four (4) hours and may choose compensatory time off or overtime pay both at time and a half.

### **ARTICLE 16 - HOLIDAYS**

**16.1** 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
Presidents' Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Martin Luther King Day

**16.2** These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled work day. 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.

**16.3** Whenever any holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above fall on a Sunday, the succeeding Monday shall be observed as the holiday.

**16.4** Employees will be allowed to leave work at 12:00 p.m. the last workday before Christmas except when Christmas falls on a Monday. Christmas is defined as December 25<sup>th</sup>.

## **ARTICLE 17 - VACATION LEAVE**

**17.1** All permanent and temporary full time employees shall be entitled to full vacation which will be awarded on July 1<sup>st</sup>.

**17.2** Accrual of vacation time starts in the first month of employment, but cannot be used until three (3) months of employment have been completed. All reasonable attempts should be made to notify the Town Administrator or designee about vacation usage two (2) weeks in advance. There must be at least forty-eight (48) hours notice from Friday preceding a Supervisor taking a full week's vacation.

**17.3** If employment starts after the 15<sup>th</sup> day of the calendar month, that month is not considered toward vacation accrual. If employment terminates prior to the 15<sup>th</sup> day of the calendar month, that month is not considered toward vacation accrual.

**17.4** When an employee leaves the employ of the Town of Maynard, he shall be paid for unused vacation earned in the current fiscal year up to the last day worked based on the accrual rate chart.

<b>Years of Service</b>	<b>Total Vacation Accrued per Year</b>
Less than 5 years	80 hours
5 years, but less than 10 years	120 hours
10 years, but less than 20 years	160 hours
20 years or more	240 hours

In the event of the death of an employee, any accumulated vacation pay shall be paid to his or her estate.

**17.5** Vacation time will be approved by the Town Administrator or designee. The Town Administrator has the discretion to award time to new hires based on previous experience as a bargaining tool to attract experienced and qualified professionals.

**17.6** 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 (1) weeks (five (5) days or forty (40) hours) by May 31<sup>st</sup> of a year to the Town Administrator. The Town Administrator will not

unreasonable 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.

## **ARTICLE 18 - SICK LEAVE**

**18.1** 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.

**18.2** 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.

**18.3 a.** All permanent and temporary full time employees shall accumulate sick leave at a rate of twelve (12) days per year (1.00 days per month). Sick leave accumulated shall be limited to 220 days for the purposes stated in Section 18.2.

**b.** Employees employed prior to July 1, 2010 shall use as their starting total the number of sick days accumulated while employed by the Town of Maynard.

**18.4** The Town agrees to buy back fifty (50%) percent of the accumulated sick time of an individual who will leave the employment of the Town for any reason other than termination for reasonable cause, for employees in employ of the Town of Maynard as of July 1, 2004. For the purposes of this provision, sick leave accumulation is limited to 180 days and the maximum buyback is 90 days.

**18.5** The Town agrees to buy back twenty (20%) percent of the accumulated sick time of an individual who will leave the employment of the Town due to retirement or layoff, for employees who commenced employment with the Town after July 2, 2004. For the purposes of this provision, sick leave accumulation is limited to 180 days and the maximum buyback is 36 days. Any employee hired on or after July 1, 2014, will not be eligible to receive sick leave buy back upon termination of employment.

**18.6 Sick Leave Buyback Incentive** Beginning on July 1, 2005, employees with more than 50 accumulated sick days and less than a maximum of 220

sick days will be permitted to buyback annually up to 10 days maximum from their unused balance of sick days from the previous fiscal year at the rate of 50% of their then applicable rate of base pay. To exercise this option and to buyback a specified number of sick days in excess of 50 from the previous year's unused balance, the employee shall give the Town Administrator notice of his/her desire to buyback a specified number of days by December 1 prior to the fiscal year in which he/she desires to buyback some of the excess days over 50 days from the previous fiscal year's balance.

## **ARTICLE 19- WORKMEN'S COMPENSATION**

**19.1** 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.

**19.2** 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.

**19.3** 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 20 - BEREAVEMENT LEAVE**

**20.1** 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, spouse, child, brother, sister, grandchild, grandmother, grandfather, father-in-law, mother-in-law, and in addition employees will receive two (2) days of compensation for the

scheduled time lost to attend the funeral of a brother-in-law, sister-in-law, step parent ,step child, aunt, uncle, cousin, niece or nephew.

## **ARTICLE 21 - MILITARY, JURY DUTY AND LEAVE OF ABSENCE**

**21.1 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.

**21.2 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.

**21.3 Leave of Absence:** Leave of Absence may be granted to any employees by the Town Administrator with the concurrence of the Board of Selectmen. Any employee wishing a leave of absence must notify the Town Administrator in writing twenty-one (21) calendar days prior to the start of requested leave. The Town Administrator 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.

**21.4 Maternity Leave:** In compliance with Massachusetts General Laws, Chapter 149, Section 105D, or up to twelve (12) weeks, whichever is greater.

## **ARTICLE 22 - PERSONAL LEAVE**

**22.1** Employees covered by this agreement shall be allowed four (4) personal days per year and will be impacted on July 1<sup>st</sup> of each year.

**22.2** The personal days shall not be divided up into parts of smaller than four (4) hours.

**22.3** An employee must be employed at least three (3) months before earning personal leave.

**22.4** Personal days may not be carried over to subsequent years.

## **ARTICLE 23 - PERSONNEL FILES**

**23.1** Each employee will have the access to his/her own personnel record in the department files, upon request to the Town Administrator.

## ARTICLE 24 - MEDICAL INSURANCE

**24.1a** The Town shall contract for group health insurance plan for its employees on the same basis as to other Town employees. The Town of Maynard 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.

**24.1b Health Insurance Buyout Option** 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 twenty-four (24) consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1500.00 per fiscal year if opting out of an individual plan and \$3000.00 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 during open enrollment or 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 \$1500.00 per year rate.

Members of this Union already receiving the 'opt-out' benefit may continue on the plan as described above without re-enrolling for the two (2) year period.

**24.2 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.

**24.3** 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.

**24.4 Eye Glass and Dental Replacement:** The Town will pay for the repair of glasses and dental plates when broken on the job.

## **ARTICLE 25 – EXTREMES OF WEATHER**

**25.1** When heat is excessive and temperature within the building reaches ninety (90) degrees (Fahrenheit) or when there is a failure in the heating system and the temperature within the building is below sixty-four (64) degrees (Fahrenheit), the Town Administrator or equivalent will make recommendations for personnel to go home or will make other suitable arrangements to remedy the situation. The Town Administrator or equivalent shall determine if external weather conditions necessitate closure of the Town Building and that personnel are relieved of duty at no loss of pay.

## **ARTICLE 26 – MAINTENANCE OF PROFESSIONAL CERTIFICATION**

**26.1** The Employer will reimburse the Employee for Federal and State licensing fees for licenses required for the Employee's job duties.

**26.2** The Employer will pay for the Employee's cost of fees, tuition, and materials for training and continuing education classes and seminars required to maintain licensing and certification required for the Employee's job duties. Requests for payment are to be submitted for approval by the Town Administrator at least thirty (30) days prior to the class or seminar.

**26.3** A stipend of \$1000.00 will be paid for the "maintenance of professional certification for all Professional Personnel covered by this contract, upon demonstration to the Town Administrator or Assistant Town Administrator that a professional certification is required for the position they currently hold with the Town of Maynard. Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

## **ARTICLE 27 – MISCELLANEOUS**

**27.1** Mileage Reimbursement: Any member of the bargaining unit who is required to use his/her personal automobile on authorized Town business shall be compensated consistent with IRS Guidelines in effect at the time of travel.

**27.2** Probationary Period: After July 1, 2005, whenever someone is hired or promoted to a position covered by this unit, there shall commence a three (3) month probationary period, during which time the employee may be terminated without cause or demoted to his/her old position. New or promoted employees subject to this probationary period shall undergo a

performance review with their Appointing Authority prior to the end of their three (3) month probationary period. The probationary period can be extended another three (3) months by the Appointing Authority if more time is needed to determine whether the employee is performing satisfactorily.

**27.3 Tuition Reimbursement:** The Town will provide tuition reimbursement for up to \$1200.00 annually with the following stipulations:

- Written approval of the Town Administrator or Assistant Town Administrator prior to enrolling in the course;
- Provide the Town Administrator or Assistant Town Administrator with the name and location of the educational institution where the course will be taken;
- Demonstrate to the Town Administrator or Assistant Town Administrator the relevance of the course in relation to the Department Head's current job responsibilities or future development needs;
- Attain a grade of C (or its numeric equivalent) or better; and that the course not be part of a requirement for certification in the Professional Personnel current job title.

**27.4 Insurance Advisory:** Local 272 will be represented on the Insurance Advisory Committee as long as the Advisory Committee is in existence.

**27.5 Federal Family Medical Leave Act:** The Town will include reference to and acknowledgement of the Federal Family Leave Act with specific reference to the Small Necessities Act.

## **ARTICLE 28 - DURATION OF AGREEMENT**

**28.1** The provisions of this Agreement will be effective July 1, 2013 and will continue in full force and effect through June 30, 2015, 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 29 – EXECUTION**

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

1<sup>st</sup> day of \_July \_\_\_\_\_ 2014.

Town of Maynard  
by the Board of Selectmen

Massachusetts Laborers'  
District Council & Local Union 272

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**Town of Maynard and LIUNA Local 116 Dept. Head's Union**

**Side Letter regarding the schedule of work of  
Richard Asmann, Building Commissioner.**

Mr. Richard Asmann, the Building Commissioner, has been granted permission to complete his assigned 37.5 hour work week, on a four day, Monday – Thursday, schedule. His precise hours of work are arranged as appropriate to his office and with the agreement of his supervisor.

This agreement is between this employee and the Town and not with the position of Building Commissioner. The Town agrees to this schedule modification, for this employee, at this time. Any request to permanently change the schedule on the part of the Town or the employee will be subject to bargaining.

When Mr. Asmann is no longer employed by the Town or is in a position no longer represented by this or subsequent collective bargaining agreements, this side letter will be removed from the agreement.