AGREEMENT

between

TOWN OF MAYNARD, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

on behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1156

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

JULY 1, 2019 - JUNE 30, 2022

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ARTICLE 1 - PREAMBLE

1.1 AGREEMENT made this April 3, 1979 as amended through June 30, 2022, 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.
- *DPW OPERATIONS MANAGER* shall be the then current DPW Operations Manager 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.

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 may contribute 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. No such fee may be imposed unless and until said employee submits written authorization to the Town and the Union to deduct said fee from the employee's salary. In consideration therefore, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Town which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the agency service fees. The parties agree to comply with any amendments to G.L. c. 150E as they pertain to the imposition of agency fees or ad hoc fees for services by the Union; to achieve said compliance, the parties shall meet within thirty (30) days of notice by the Union to the Town that said amendments have occurred to negotiate in good faith contract amendments to achieve compliance therewith.

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 provided by the Union but subject to the approval of the Town. The form shall clearly designate in writing the procedure by which the employee may withdraw such authorization. In consideration therefore, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Town which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the agency service fees.

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, color, religion, gender, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, veteran status, or union or non-union affiliation.

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, color, religion, gender, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, veteran status, or union or non-union affiliation.

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 supervisor, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. Prior to filing a Step 1 grievance, the employee shall meet with the DPW Director for informal, verbal discussion within ten (10) days of the occurrence. If attempts to resolve through the informal process fail, the employee may proceed to the formal process.

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 initial informal verbal discussion with the DPW Director. 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 authorizes 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) calendar 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. Provided however, the union, upon notice shall grant an extension of time for compliance herewith, where the town is reasonably and diligently seeking to fill said vacancy.

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 See section 15.2 rate of pay for serving in a position for a six (6) month continuous and unbroken period.

ARTICLE 15 - WAGES

15.1 Wages paid to employees in the classification covered by this Agreement shall be as summarized in Appendix G. (Approved Increases to Step Table: FY20 = 2%, FY21 = 2%, FY22 = 2%)

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 in this agreement) 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 DELETED (Hazardous Pay)

ARTICLE 15A - LICENSURE

1. Employees must each year provide the DPW Director with copies of each valid license required of his/her position and/or for which he/she is paid a stipend, in addition to providing documentation of Continuing Education Units (CEU) for each classification and a valid DOT physical card as the same expires and becomes due.

2. Stipends shall be awarded in the first pay period in December of each year as follows:

- "**Preferred License**" licenses in the unit member's job description:
  - CDL – Class B $100
  - Hoist 1C, 2A, 2B, 4G $100
  - Pesticide Applicator License $250
  - Mass Drinking Water Treatment – *stipends are paid for the highest license held in this category*:
    - T1 $100
    - T2 $200
    - T3 $300
    - T4 $400
  - Mass Drinking Water Distribution – *stipends are paid for the highest license held in this category*:
    - D1 $100
    - D2 $200
    - D3 $300
    - D4 $400
  - Cross Connection Backflow Device Testing $100
  - Cross Connection Surveyor $100
  - Class A/B UST Operator $250
  - ASE Medium Heavy $200
  - ASE Diesel $200

- Licenses approved by the Town Administrator, or his designee, listed as "licenses serving to increase the effective and efficient operation of the department" said employee must receive prior approval of the to receive said stipend: $50 per license

3. Water & Sewer Department unit members holding and maintaining a Mass Drinking Water Distribution D2 License on or before July 1, 2019, shall receive a $1,000 annual stipend for that license; provided that Water & Sewer Department unit members hired on or before July 1, 2019 who do not hold a Mass Drinking Water Distribution D2 License shall be paid an annual stipend of $885 and upon obtaining a Mass Drinking Water Distribution D2 License shall receive a $1,000 annual stipend for that license. Unit members hired after July 1, 2019 are not eligible for this stipend.

4. Foremen hired prior to July 1, 2019 shall be exempt from the 4G Hoist license requirement listed under "Required Licenses".

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 For a trial period for one year to be modified at the sole discretion of the DPW Director, the working hours for the department shall be 6:30 AM to 3:30 PM, Monday through Thursday and 6:30 AM to 12:30 PM on 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. It is agreed that said schedule shall not trigger overtime pay. In the event the DPW Director determines to accept the working hours without modification following the trial period, the Union agrees to modify the overtime section accordingly to reflect said working hours as straight time hours.

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 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 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 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. See Memorandum of Agreement, executed June 25, 2018.

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 six (6) consecutive hours of overtime, an employee will receive a twenty dollar ($20.00) meal allowance and for every other six (6) consecutive overtime hours in that shift an employee will received 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	
Martin Luther King, Jr. Day	Columbus Day
Presidents Day	Veteran's Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	½ Day Christmas Eve
Labor Day	Christmas Day

Members of this bargaining unit may take an additional four (4) hours of floating holiday time within 30 days from the day after Thanksgiving. This time does not accrue if not used during that period.

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 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 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 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, eight (8) hours of vacation for each month of service from date of hire to July first up to a maximum of eighty (80) hours.

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 (eighty (80) hours).

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 (one hundred twenty (120) hours.

19.7 Employees in the year of one's tenth anniversary and through the year of one's nineteenth anniversary, four (4) weeks of vacation (one hundred sixty (160) hours).

19.8 Employees in the year of one's twentieth anniversary and each year thereafter, five weeks of vacation (two hundred (200) hours).

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 31st 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 is unable to perform his/her duties, will be paid for the first five (5) days of said disability as 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 received compensation at any time for said days he/she shall reimburse the Town for said payment.

21.2 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.

21.3 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, step father, step mother, child, step child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, or mother-in-law, or grandchild, the employees will be granted at his/her request, reasonable time off with pay as a bereavement leave at his/her regular rate for hours lost from his/her regular schedule on any of the days prior the funeral and the days after a 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, aunt, uncle, grandmother-in-law, grandfather-in-law or step-grandchild.

ARTICLE 23 - MILITARY, JURY DUTY AND LEAVE OF ABSENCE

23.1 Military Duty: Military Leave shall be in accordance with Chapter 33, Section 59 of the Massachusetts General Laws, accepted by the Annual Town Meeting on March 4, 1968.

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 four (4) personal days per year.

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 Town Administrator or designee. Access to personnel records will be made in accordance with Town Policy and Massachusetts General Law.

ARTICLE 26 – HEALTH & 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 Use of Hydraulic Hoist: The Town agrees to require the use of the hydraulic hoist whenever possible in installing winter tire chains.

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

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

26.6 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.

26.7 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.

26.8 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.

26.9 Health and Safety:

A. Upon request, anyone can reconvene the 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 as many meetings as necessary to resolve safety issues that arise. 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 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 shall be reimbursed up to a maximum amount of $450.00 a year for uniform allowance, 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. 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 judgement such failure was through no fault of the employee. The Town will also supply each employee with winter apparel.

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 two hundred ($200.00) 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.

ARTICLE 29 - LOSS OF LICENSE

29.1 Loss of License: If an employee suffers a loss of a license required by his/her job, he/she will be subject to disciplinary action as determined by the Employer to and including a reduction in job and title and corresponding wages, suspension until license is reinstated or a termination of employment.

ARTICLE 30 - PERFORMANCE EVALUATION

Town Administrator or designee 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.

Employee authorizations needed from union for payroll to make deductions

ARTICLE 34 - DURATION OF AGREEMENT

34.1 The provisions of this Agreement will be effective July 1, 2019 and will continue in full force and effect through June 30, 2022, 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, of 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 4 day of August 2020

Town of Maynard by the Board of Selectmen	Massachusetts Laborers' District Council & Local Union 1156
	MLDC 7/21/2020

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:

_____

_____

_____

_____

Thank you for considering my application.

Yours truly,

_____
Employee Signature

APPENDIX C - PERSONAL LEAVE REQUEST

_____
Date of Application

DPW Director
Town Building
Maynard, Ma. 01754

Dear DPW Director,

According to our Union Contract, Section 24, Personal Leave, personal leave will be granted each employee in each fiscal year, on application to the DPW Operations Manager of Public Works with 24 hours notice. Increments of at least four (4) hours may be used.

I am hereby applying for _____ hours on _____

from _____a.m._____p.m. to _____a.m._____p.m.

for the following reasons:

_____

_____

_____

Thank you for your consideration given this request.

Yours truly,

_____
Employee Signature
****
Dear Mr. _____

Your request for Personal Leave ____ has been granted.
____ has not been granted.

Yours truly,

_____
Director of Public Works

APPENDIX D - VACATION REQUEST

_____
Date of Request

DPW Director
Town Building
Maynard, Ma. 01754

Dear DPW Operations Manager,

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,

_____
Direcor 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,

_____
Director of Public Works

APPENDIX F - GRIEVANCE FORM

_____
DATE GRIEVANCE FILED

TO: _____ _____
Supervisor's Name Supervisor's Position

FROM:_____ _____
Grievant Signature Grievant Classification

In accordance with our Union Contract, Article 11 "Grievance and Arbitration Procedures", I wish to file the following grievance:

DATE GRIEVANCE OCCURRED: _____

SECTION OF CONTRACT #:_____ TITLE_____

GRIEVANCE SUMMARY

_____

_____

_____

_____

_____

_____

_____

_____

_____

DATE RECEIVED _____

_____
SUPERVISOR'S SIGNATURE

APPENDIX G - WAGE TABLE

FY20 COLA (2%)	102.00%	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
Laborer	A	$20.80	$21.39	$21.99	$22.61	$23.07	$23.41
Skilled Laborer	B	$21.56	$22.17	$22.80	$23.44	$23.91	$24.27
Auto Mechanic, Mason, Special Equipt. Operator	C	$22.30	$22.93	$23.58	$24.25	$24.73	$25.11
WS Operator	D	$23.37	$24.03	$24.71	$25.41	$25.92	$26.31
Lead Mechanic, WS 2nd oper., Asst. Ops. Manager	E	$26.74	$27.57	$28.42	$29.30	$29.88	$30.33
Highway Foreman, PFC Foreman	F	$27.94	$28.73	$29.54	$30.37	$30.98	$31.45
WTP Lead Operator, Water & Sewer Foreman	G	$30.21	$31.00	$32.58	$34.15	$35.73	$37.30

FY21 COLA (2%)	102.00%	Step 1	Step 2	Step 3	Step 4	Step 5
Laborer	A	$21.82	$22.43	$23.07	$23.53	$23.88
Skilled Laborer	B	$22.61	$23.25	$23.91	$24.39	$24.76
Auto Mechanic, Mason, Special Equipt. Operator	C	$23.39	$24.05	$24.73	$25.23	$25.61
WS Operator	D	$24.51	$25.20	$25.92	$26.44	$26.83
Lead Mechanic, WS 2nd oper., Asst. Ops. Manager	E	$28.12	$28.99	$29.88	$30.48	$30.94
Highway Foreman, PFC Foreman	F	$29.30	$30.13	$30.98	$31.60	$32.08
WTP Lead Operator, Water & Sewer Foreman	G	$31.62	$33.23	$34.83	$36.44	$38.05

FY22 COLA (2%)	102.00%	Step 1	Step 2	Step 3	Step 4	Step 5
Laborer	A	$22.25	$22.88	$23.53	$24.00	$24.36
Skilled Laborer	B	$23.07	$23.72	$24.39	$24.88	$25.25
Auto Mechanic, Mason, Special Equipt. Operator	C	$23.86	$24.54	$25.23	$25.73	$26.12
WS Operator	D	$25.00	$25.71	$26.44	$26.96	$27.37
Lead Mechanic, WS 2nd oper., Asst. Ops. Manager	E	$28.68	$29.57	$30.48	$31.09	$31.56
Highway Foreman, PFC Foreman	F	$29.89	$30.73	$31.60	$32.23	$32.72
WTP Lead Operator, Water & Sewer Foreman	G	$32.25	$33.89	$35.53	$37.17	$38.81

When a foreman acts in behalf of the DPW Operations Manager for at least one, eight(8) hour shift, the foreman shall be paid an additional $120.00 above his regular pay for the shift. The pay is not part of an Overtime rate nor is it added to Overtime shifts.

APPENDIX H - JOB CLASSIFICATION REQUIREMENTS

The following job descriptions are not technically a part of the agreement but are contained within for ease of reference.