

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE TOWN OF WAYLAND**

**AND**

**LOCAL 690 WAYLAND - 2**

**AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES**

**(AFSCME 690 Wayland - 2)**

**July 1, 2017 – June 30, 2020**

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## ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

1-1. The Town recognizes AFSCME Local 690 – 2 as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours, and conditions of employment for all employees in the unit described in Section 2 hereof.

1-2. The unit to which this Agreement is applicable consists of all regular full and part-time clerical employees working a minimum of twenty (20) hours or more. Such clerical employees shall include those employed in the Town Office, the Department of Public Works (DPW) and the Joint Communications Center, including all regular full-time dispatch personnel. The unit excludes the support personnel to the Town Administrator, Human Resources Director/Assistant Town Administrator, Clerk to the Board of Selectmen and all other town personnel. The following titles are included in the bargaining unit:

<u>Title</u>	<u>Grade</u>
Sr Clerk – DPW	C-12
Department Assistant – Assessor	C-14
Department Assistant – Building	C-14
Department Assistant – COA	C-14
Department Assistant – Conservation	C-14
Department Assistant – DPW	C-14
Department Assistant – Planning	C-14
Department Assistant – Public Health	C-14
Department Assistant – Treas./Coll.	C-14
Assistant Town Clerk	C-15
Assistant Treasurer/Collector	C-15
DPW Administrative Coordinator	C-15
Financial Assistant – Accounting	C-15
Financial Assistant – Payroll	C-15
Joint Communications Dispatcher	CD
Joint Communications Dispatcher Coordinator	CDC

1-3. The Town and the Union agree not to discriminate in any unlawful way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, ancestry, sexual orientation, disability, economic status, marital status, veteran status or participation or non-participation in Union activities.

1-4. References in this agreement to “Supervisory Authority” shall mean the governing board or official overseeing each respective department. References in this Agreement to "Department Head" shall mean the senior manager for each of the following departments:

Accounting, Payroll	-	Finance Director/Town Accountant
DPW	-	DPW Director
Joint Communications	-	Chief of Police (in consultation with the Fire Chief)
Board of Health	-	Public Health Director
Treasurer/Collector	-	Treasurer/Collector

Assessors	-	Assessing Director
Building/Zoning	-	Building Commissioner
Town Clerk	-	Town Clerk
Council on Aging	-	Council on Aging Director
Planning	-	Town Planner
Conservation	-	Conservation Administrator

## ARTICLE 2 - MANAGEMENT RIGHTS

2-1. The parties hereby mutually agree that unless expressly abridged by a specific provision of this Agreement, the Town reserves and retains, solely and exclusively, all rights to manage its affairs, direct its personnel, and to control and implement all matters that relate to its operations.

These rights shall include, but are not limited to, the right to determine and implement decisions relating to the nature, extent and scope of the Town's operations and services, to establish, maintain or change practices relating to the efficient or economical management of its affairs or workforce, and to control the methods, means, location, materials and equipment involved in the delivery of its governmental services. The right to regulate the conduct, duties and composition of the workforce include, but are not limited to, the right to hire, train, transfer, assign, schedule, discipline, demote, suspend, layoff, recall, reduce, and discharge employees. Discharge and discipline of employees shall be for cause.

The failure of the Town to exercise its rights, or its exercise of such rights in any particular manner, shall not be construed as either a waiver of such rights or the establishment of a binding past practice between the parties.

## ARTICLE 3 - HOURS OF WORK

3-1. Work Week - The regular work week for full-time regular office/clerical employees shall be 35 hours consisting of 5 days, Monday through Friday.

The regular work week for dispatch employees shall consist of 4 days, 8 hours per day, followed by 2 days off. The regular work week shall average 37.5 hours for all full-time regular dispatch personnel.

3-2. Work Day - The regular work day for office/clerical and dispatch employees shall be as follows:

- A. Office/Clerical employees shall report to work during the normal business hours of their respective departments. Full-time office/clerical employees shall report to work in accordance with the following schedule.

Monday: 8:00 am – 7:00 pm with ½ hour for lunch and 1 hour for Dinner (9.5 hrs.)

Tuesday: 8:00 am – 4:00 pm with 1 hour for lunch (7 hrs.)  
Wednesday: 8:00 am – 4:00 pm with 1 hour for lunch (7 hrs.)  
Thursday: 8:00 am – 4:00 pm with 1 hour for lunch (7 hrs.)  
Friday: 8:00 am – 12:30 pm with no lunch (4.5 hrs.)

Town offices will close at 12:30 pm on Friday afternoons.

Notes:

- 1) Offices will remain open and staffed during extended office hours.
- 2) All days shall be charged as one day for purposes of leave.
- 3) In weeks with a Monday holiday, Monday hours will be observed on Tuesday.
- 4) The parties may discuss details of this work schedule after implementation and make any necessary adjustments jointly agreed to.
- 5) When a holiday is celebrated on a Friday, employees will work their 4 1/2 hour Friday schedule on Thursday and receive 7 hours holiday pay on Friday.
- 6) For Thanksgiving week employees will work their 4 1/2 Friday schedule on Wednesday and receive 7 hours holiday pay on Thursday and 7 hours holiday pay on Friday.
- 7) Part-time employees who would be adversely affected by a change in weekly schedules due to the celebration of a holiday may supplement a loss in scheduled work hours with already accrued annual leave or adjust that week's work schedule with the concurrence of the Department Head.

- B. Joint Communications/Dispatch personnel shall report to work as assigned under the following shifts:

Day Shift: 7:00 A.M. to 3:00 P.M.

Evening Shift: 3:00 P.M. to 11:00 P.M.

NightShift: 11:00 P.M. to 7:00 A.M.

- C. Work day hours may be subject to change, following a 10 day notice except under emergency situations, as determined by the Department Head and subject to approval by the Town Administrator.

3-3. Part-time Work Schedules - With the approval of the Department Head, part-time office/clerical employees may work a schedule that is within the Monday through Friday full-time office/clerical schedule. Part-time employees will not be scheduled for Friday work hours after 12:30 pm.

3-4. Meals and Break Periods - Office/Clerical employees shall receive a 1 hour unpaid meal period during the course of a regular work day as identified in 3-2A. Such meal break shall be scheduled at the discretion of the Department Head and/or Supervisor.

Office/Clerical employees shall receive one 10 minute break during the initial 4 hours of a work day. An additional 10 minute break shall be granted in the second 4 hours of the work day. All break periods shall be scheduled at the discretion of the Department Head and/or Supervisor.

During storm related emergency duty, after 11 hours of continuous duty and every consecutive 5 hours thereafter, the Town will provide each employee on duty with a \$10.00 meal allowance. If the Town at its sole discretion determines that it wants to provide food to eligible employees on duty rather than pay the meal allowance, then the Town may do so.

### 3-5. Office Closings –

- A. In the event that an Office/Clerical employee receives a call that work has been canceled, per order of the Town Administrator, said employee is to interpret the cancellation as a fully paid day.
- B. Office/Clerical employees who are required to work when the office is officially closed will be compensated with time off at a more convenient date agreed to by the Town, the Department Head and employee. This compensatory time will be equal to the hours worked by the employee.
- C. Joint Communication Dispatchers are public safety employees and as such are not entitled to be compensated with paid time off or compensatory time as outlined in 3-5A and 3-5B.

## ARTICLE 4 - SENIORITY

4-1. The Town of Wayland will prepare a seniority list that indicates the date on which members joined the bargaining unit. The Union shall be supplied with the list upon request.

4-2. Seniority is defined as the total length of continuous service in a position(s) as recognized in Article 1 of this agreement. Seniority shall be utilized for the purposes of layoff, recall and job postings as defined in this agreement.

## ARTICLE 5 - LAYOFF AND RECALL

5-1. In the event of a reduction in force, the parties to this agreement recognize their obligation under Chapter 150E of the Massachusetts General Laws to negotiate the impact of said reduction in force on the bargaining unit, provided either party so requests to meet.

5-2. Bargaining unit members with the least bargaining unit seniority in the affected position will be laid off first. Management will notify the union and affected members as soon as possible but no less than 14 calendar days in advance of the layoff date.

5-3. In the event of a layoff, bargaining unit members may fill existing lateral vacancies, if budgeted and approved for filling by the Town, for which they are eligible. If there is no such vacancy, said members may bump into an equal or lower graded position for which they are eligible. Affected bargaining unit members qualified for more than 1 position, shall bump the least senior member first in an equal, and then a lower graded position.

5-4. Members having been laid off will retain recall rights for a period of 18 months. No new employee shall be hired into a recognized bargaining unit position while qualified bargaining unit members are on layoff status and covered under recall rights, unless said qualified laid off members declined the position. Employees shall be notified of recall by certified mail. Notifications of recall opportunities shall be mailed to members' most recent address identified in their personnel file. Members notified of recall shall have 14 calendar days from date of mailing to accept or decline the recall opportunity. Employees who have been recalled within the 18 month recall period will be credited with prior continuous service for the purposes of seniority.

5-5. The most senior laid off employee shall be recalled first. Seniority is defined in Article 4 of this agreement. Bargaining unit members may be recalled into an equal or lower graded position for which they are eligible. Laid off bargaining unit members shall be considered for vacant positions, as recognized in Article 1, of a higher grade than was previously held should said laid off members be eligible for said vacant positions. Should bargaining unit members decline a position of equal grade to the position from which they were laid off, the recall period shall end.

5-6. Dispatch employees shall not bump clerical employees; clerical employees shall not bump dispatch employees. Dispatch employees shall not be recalled into clerical positions; clerical employees shall not be recalled into dispatch positions.

## ARTICLE 6 – JOB VACANCIES

6-1. When vacancies occur, current qualified bargaining unit members will be given first consideration before outside candidates. First consideration does not mean automatic appointment or promotion. It does mean that the Town recognizes the value of hiring and promoting from within and will make every effort to give internal candidates first priority in applying for open positions. The President of the Local shall be notified of a vacancy or creation of a new position within the bargaining unit when a valid vacancy exists, as early as possible.

6-2. Vacancies, which are determined by the Town to be filled, will be posted internally in the Town Building by the Human Resources Department for a period of 10 working days before any external notice is published. Joint Communication Dispatcher vacancies may be advertised externally at the same time as the internal vacancy is posted. In addition, the current president of the union will be notified of the vacancy. Union members will be furnished with a copy of the job announcement by the Human Resources Department upon request. Once posted, the Town shall endeavor to fill the vacancy within a reasonable period of time, generally within 3 months of the initial posting.



6-3. Current qualified bargaining unit members will be interviewed by the respective Department Head or Supervisory Authority and/or the Human Resources Director prior to consideration of outside candidates. In determining whether a candidate is qualified for an interview, consideration will be given only to the qualifications as stated in the job description and/or job advertisement. Whether an employee will be recommended for the vacant position will be determined by the respective Department Head or Supervisory Authority and/or Human Resources Director after a review of the applicant's qualifications and other relevant attributes.

6-4. Ultimate selection for a vacancy will be made by the Supervisory Authority and/or Human Resources Director. Upon a selection being made and an offer being accepted by the recommended candidate, all members of the union who are applicants for a vacancy will be notified with a written reason for the hiring decision.

6-5. When more than one current bargaining unit member is determined to be qualified for a position, seniority will be among the factors considered by the Supervisory Authority and/or Human Resources Director when filling the vacancy.

## ARTICLE 7 - RECLASSIFICATION

7-1. A reclassification is a change in the rating of a position (not a person) and since it is a reflection of newly added duties, a decrease in existing duties, or a change in market value, a reclassification could result in the placement of an incumbent employee's position in a new pay range. A decrease in pay would only occur when there is a vacancy in the position and there is a restructuring of the position. Whenever there is an increase in duties and the value of the position is increased, the incumbent position holder would receive the benefit of higher pay through the increased classification. If the classification of a position changes, the incumbent employee's pay anniversary date would not change and a pay adjustment would occur in the same manner as a promotion in which the employee would receive a minimum of a one-step pay increase.

7-2 An employee temporarily assigned the duties of a higher classification within the bargaining unit for at least 5 consecutive working days shall be paid a 1-step increase retroactive to the first day of performing at a higher classification. The step at the higher classification shall be determined by selecting the first step that assures the individual of an increase in wages at least equal to the next step in their current grade level. Such change in pay rate shall be for as long as he/she is in the assignment. The temporary assignment shall not be considered a promotion, and the employee shall revert to this previous pay rate at the termination of the assignment.

Should a member of the bargaining unit be assigned the duties of a higher graded position outside of the bargaining unit for at least 5 consecutive working days, the employee will be compensated at a rate of 11% above their current pay grade. Any such out-of-grade assignment, and corresponding out-of-grade overtime assignment, must be pre-approved by the Department Head or Appointing Authority in concert with the Assistant Town Administrator/HR Director. In the event that overtime hours are required during this period, Article 11, Overtime shall be paid at the new rate.

7-3. The duties of an employee may be reviewed by request of the the Supervisory Authority or by request of the employee. All such requests shall be presented to the Personnel Board for

consideration following review by the Supervisory Authority. A request for reclassification shall include a description of specific changes in the nature of the position duties or market conditions which have had a perceived impact upon the value of a position. The Personnel Board shall review the facts, conduct a study of the position and either approve or deny the request for reclassification.

7-4. All reclassifications shall be effective upon the date of approval by the Personnel Board.

## ARTICLE 8 - INCREASES WITHIN CLASSIFICATIONS

8-1. After the first 6 months of employment, an office/clerical employee may be eligible to receive a merit step increase upon a favorable review of the employee's performance by the Department Head and the approval of the Human Resources Director. After the first year of employment, a dispatch employee may be eligible to receive a merit step increase upon a favorable review of the employee's performance by the Police Chief or senior officer in charge and the approval of the Human Resources Director. Thereafter, on the employment anniversary date or the promotional anniversary date of each year, an employee will be considered for an additional merit step increase; up to the maximum step of the classification. Such step increases will only be granted upon a satisfactory performance review by the employee's Department Head and with the approval of the Personnel Board.

8-2. This article was provided as a limited means for providing salary progressions to employees who provide good and faithful service and who perform productively through the initial stages of employment. Step increases will normally be granted where such performance, following the most recent review period, was measured to be satisfactory and consistent with department goals and objectives. Step increases may be withheld whenever performance is reviewed as being substandard and properly documented by the Department Head. Under no circumstances may a step increase be withheld under arbitrary or capricious circumstances.

8.3 Not later than June 1 of each year, at least 1 written performance evaluation shall be prepared for each bargaining unit member by the Department Head. Such evaluation shall be discussed with the employee so that there may be a clear understanding of all aspects of the evaluation. The Department Head and the employee shall both sign the evaluation at its completion to acknowledge that the process has been carried out. The signature by the employee does not infer that he/she agrees with all aspects of the evaluation. The evaluation shall be made out in triplicate with 1 copy given to the employee, 1 copy to the Department Head and 1 copy to be retained with the Human Resources Department in the employee's personnel file. The parties agree to a new performance review form effective with this contract.

8-4. Newly hired employees or rehired employees following a 5-year break in service shall be required to serve a probationary period of 4 months. This period shall commence on the employee's first day of work. A probationary employee may be disciplined or discharged at the sole discretion of the Town prior to the end of the probationary period and said discipline or discharge shall not be deemed a breach of this collective bargaining agreement or subject to the grievance and arbitration procedure. Probationary employees will receive an evaluation at the

mid-point and at the end of their probationary period. The initial probationary period may be extended for up to 3 months by mutual agreement of the Town and the Union.

## ARTICLE 9 - PERSONNEL FILES

9-1. No material derogatory to an employee's conduct, service, character or personality will be placed in the employee's file unless the employee has had the opportunity to review such material and affix his/her signature to the copy to be filed. It is expressly understood that such signature in no way indicates agreement with the content of the material being filed. The employee has the right to submit a written response to such material. The employee's response is subject to review by the Town Administrator, or designee, but shall be attached to the material being filed.

If an employee refuses to sign any such material, the Town Administrator, or designee, shall attach a note to the material stating the employee's intentions and management shall then have the ability to file the material.

9-2. Each employee shall be granted full and complete access to their personnel files and all documents therein as long as advance notice is given to the Human Resources Department. A Human Resources representative shall be present when an employee reviews his/her file. No documents may be removed by the employee from the personnel file. Copies of documents will be supplied upon request.

## ARTICLE 10 - COMPENSATION

10-1. All unit members shall be compensated in accordance with the wage rates set forth in Appendix A.

There will be base hourly rate increases as follows:

Effective July 1, 2017	2.00%
Effective July 1, 2018	2.25%
Effective July 1, 2019	2.25%

The annual wage chart calculations (Appendix A) shall be based on a 52-week pay year.

10-2. Joint Communication Dispatchers will be assigned to 1 of 3 shifts: day shift, evening shift or night shift. Dispatchers regularly assigned to the evening shift shall receive a shift differential of 5.0%. Dispatchers regularly assigned to the night shift shall receive a shift differential of 6.0%. The applicable shift differential shall be paid to a dispatcher who is held over or works another shift. The applicable shift differential shall be included for overtime calculations.

10-3. The Police Chief shall appoint a civilian dispatcher as Training Officer for training of new dispatch employees. Said appointment will occur each time a new employee is trained and the

training will occur during the Training Officers regular work hours. The Training Officer will be responsible for training the employee on departmental procedures, use of equipment and job performance standards. During the training period, the Training Officer will receive a daily stipend of \$20.00 in addition to regular base pay.

10-4. Employees will be paid on a bi-weekly basis. All employees will receive their pay via direct deposit. Pay advices will be distributed electronically to all employees.

10-5. Emergency Medical Dispatch (EMD)

A. Effective July 1, 2012 the Town implemented EMD. The Town shall pay the cost of recertifications for Joint Communication Dispatchers (JCD).

B. Effective July 1, 2012 the Town shall pay each JCD employed by the Town on May 25, 2012 and continuing in employment in a full-time JCD position, an EMD stipend of \$500. The stipend shall be paid annually during the month of July and is subject to applicable payroll taxes. JCDs hired after May 25, 2012 shall not be eligible to receive the stipend as EMD is a core job requirement.

10-6. Before the expiration of this agreement the Town shall initiate an in-house wage review of bargaining unit positions with the goal of completion by the expiration of this agreement. Prior to beginning the review, the Union and the Town shall agree upon the towns to be used in the study. Should one of the selected towns opt not to participate or fail to return their documentation, that town(s) will not be replaced.

The Town and the Union agree that neither party is bound by the wage study findings and that no positions shall be re-graded without the mutual agreement of the Town and the Union.

The parties acknowledge that the review will include an in-house updating of respective job descriptions. Employees and their supervisors will be given the opportunity to provide input into the current job descriptions. The Personnel Board, in conjunction with discussions with the Union, reserves the right to determine whether any changes and edits should be made to the current job descriptions.

Conducting the wage study shall be without precedent or prejudice to either the Town or the Union.

## ARTICLE 11 - OVERTIME

11-1. Office/Clerical employees shall be compensated at the rate of time and one-half their straight-time rate of pay for hours worked in excess of 35 hours in a work week or after 7 worked hours in an 8 hour span of time with the exception of the Monday schedule. On Monday, office/clerical employees will compensated at the rate of time and one-half their straight-time rate of pay for hours worked in excess of 9.5 hours. Any Office/Clerical employee, when called back to work, will be compensated for a minimum of 4 hours and may be requested to do other work to fill the balance of time not used for the specific reason for the callback. Dispatchers shall be compensated for a minimum of 4 hours if called to work at a time other than regular shift, excluding a shift swap. A "call back" occurs when an employee is asked and returns to work after

actually leaving the workplace at the end of his/her normal shift. Employees who perform scheduled overtime work following their normal work shift without being called back to work will only be paid overtime pay for the actual time worked beyond their normal work shift.

11-2. Hours of work will not be changed to avoid the payment of overtime.

11-3. Dispatchers shall be compensated at the rate of time and one-half their straight-time rate of pay for hours worked in excess of their normal workweek and/or work shift.

11-4. If an employee is required to be on duty for any period in excess of his/her scheduled hours of duty, or shift, he/she may elect to be given time off equal to one and one half (1 1/2) times such period of overtime duty. Total accumulated comp time shall not exceed fifty (50) hours at any given time. If time off cannot be given by reason of personnel shortage or other cause, he/she shall be compensated at a rate of time and one-half his/her basic hourly rate for that portion of said period of overtime duty for which he/she has not been given compensatory time off.

11-5. A Dispatcher who is required to work a double shift and is also regularly scheduled to work the third consecutive shift will be given time off without loss of pay or annual leave time. This agreement will not apply in the event of a shift swap. No dispatcher shall be required to work more than 2 consecutive shifts in a 24-hour period, provided that neither the Police Chief, the Fire Chief or their designees declares an emergency situation.

11-6 Office /clerical employees shall be paid at the rate of two times their hourly rate for any hours worked between 12:01 am 6:00 am or for any hours worked on Sunday. All such hours worked must be pre-approved by the supervisory authority for payment at the two times hourly rate.

## ARTICLE 12 - UNIFORM ALLOWANCE

12-1. All full-time regular dispatch employees shall receive a uniform allowance in an amount not to exceed \$300.00 in each fiscal year. It will be used toward the purchase of work uniforms. Uniform allowance shall not be made as a cash payment to employees but will be established as an accounting credit used to offset the purchase cost of work uniforms.

12-2. Uniform allowance shall be made available on or around July 1 of each fiscal year.

12-3. Uniform allowance may only be used toward the purchase of uniform clothing as approved by the Wayland Chief of Police.

## ARTICLE 13 - ATTIRE

13-1. Employees shall dress in appropriate office or business attire when reporting for work. Unless otherwise approved by the Supervisory Authority or in the absence of the Supervisory

Authority the Town Administrator, T-shirts with logos, sweat pants, spandex, gym shorts, and similar items of apparel are not permissible.

#### ARTICLE 14 - PROMOTIONS

14-1. All promotions shall be determined at the discretion of the appropriate Supervisory Authority and shall be based upon the employee's qualifications and ability to perform the job in question. Seniority shall be one of the factors taken into consideration in determining promotions.

14-2. A promotion is the advancement of a person to an established position. It results in a new anniversary date for salary purposes and includes an increase of pay to the minimum of the new job. However, if the minimum pay step for the new position does not result in a 1-step pay increase, the person is placed on the new salary range at whatever step necessary to obtain a minimum of a 1-step pay increase.

#### ARTICLE 15 - NEW EMPLOYEES

15-1. The Personnel Board may approve the hiring of a new employee above the minimum step of a classification by considering the new employee's applicable experience from previous employment.

#### ARTICLE 16 - LONGEVITY

16-1. There are no longevity payments.

#### ARTICLE 17 – HOLIDAYS

17-1. All bargaining unit members shall be allowed the following 12 holidays with pay: New Year's Day, Martin Luther King Day, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

17-2. If a holiday falls on a regularly scheduled day off, or when a full or part-time employee is scheduled to work on a holiday, he/she shall be given an additional day off with pay or shall receive straight time pay for the hours actually worked in addition to his/her regular pay.

17-3. For office/clerical employees, when one of the foregoing holidays falls on a Sunday, the holiday will be observed on the following Monday. When one of the above holidays falls on a Saturday, it will be observed on the preceding Friday.

17-4. Dispatchers who work on a holiday shall be compensated at the rate of double time and one-half of their straight-time rate of pay.

17-5. In order to qualify for holiday pay, an employee must be in full-pay status the scheduled workday immediately preceding the holiday and the scheduled workday immediately following the holiday.

17-6. Part-time employees on the payroll as of May 1, 2011 shall receive holiday pay in accordance with Section 17-1. Holiday pay shall be in the amount of the part-time employee's average daily work hours.

Part-time employees hired after May 1, 2011 shall receive holiday pay if the holiday is celebrated on their regularly scheduled work day. Holiday pay shall be paid in the amount of the regularly scheduled work hours.

## ARTICLE 18 - ANNUAL LEAVE

18-1. Clerical employees annual leave shall be accrued as follows:

- |     |                                   |                 |
|-----|-----------------------------------|-----------------|
| (1) | 0 to 5 years employment:          | 13 working days |
| (2) | 5 to 10 years employment:         | 19 working days |
| (3) | 10 years employment:              | 22 working days |
| (4) | 11 years employment:              | 23 working days |
| (5) | 12 years employment:              | 24 working days |
| (6) | 13 years employment to severance: | 25 working days |

For clerical employees hired after October 26, 2015 annual leave shall be accrued as follows:

- |     |                                   |                 |
|-----|-----------------------------------|-----------------|
| (1) | 0 to 5 years employment:          | 10 working days |
| (2) | 5 to 10 years employment:         | 15 working days |
| (3) | 10 years employment:              | 17 working days |
| (4) | 11 years employment:              | 18 working days |
| (5) | 12 years employment:              | 19 working days |
| (6) | 13 years employment to severance: | 20 working days |

18-2. Upon successful completion of the initial probationary period, bargaining unit members will be credited with vacation time back to their date of hire. Vacation will be credited at the accrual rate of thirteen (13) working days per year.

Upon successful completion of the initial probationary period for clerical employees hired after October 26, 2015, bargaining unit members will be credited with vacation time back to their date of hire. Vacation will be credited at the accrual rate of ten (10) working days per year.

18-3. The annual leave earning schedule for all full-time, regular clerical/office employees shall be as follows:

- (1) For 13 days leave per year – 7.5833 hours/month.
- (2) For 19 days leave per year - 11.0833 hours/month.
- (3) For 22 days leave per year - 12.8333 hours/month.
- (4) For 23 days leave per year - 13.4166 hours/month.
- (5) For 24 days leave per year – 14.0000 hours/month.
- (6) For 25 days leave per year – 14.5833 hours/month.

The annual leave earning schedule for all full-time, regular clerical/office employees hired after October 26, 2015 shall be as follows:

- (1) For 10 days leave per year – 5.8333 hours/month.
- (2) For 15 days leave per year – 8.7500 hours/month.
- (3) For 17 days leave per year – 9.9166 hours/month.
- (4) For 18 days leave per year – 10.5000 hours/month.
- (5) For 19 days leave per year – 11.0833 hours/month.
- (6) For 20 days leave per year – 11.6667 hours/month.

This earning schedule is based on a 5 day a week, or 260 working day year. When an employee is absent due to an unpaid illness or an unpaid leave of absence for more than 20 consecutive working days, he/she will not accumulate vacation leave for the period of the absence.

18-4. All regular part-time employees who regularly work at least 20 hours per week shall be granted prorated vacation determined by their years of service (in accordance with Section 1 above), and the percent that their total regularly scheduled hours worked in the vacation year are to a full time schedule (1,820 hours).

18-5. Dispatch employees employed on a regular, full-time basis shall earn annual leave according to the following schedule:

0 up to 5 years	13 days – 8.1250 hour/month
5 up to 10 years	16 days – 10.0000 hours/month
10 up to 15 years	19 days – 11.8750 hours/month
15 up to 20 years	21 days – 13.1250 hours/month
20 up to 25 years	23 days – 14.3750 hours/month
25 years or more	25 days – 15.6250 hours/month



Dispatch employees employed on a regular, full-time basis hired after October 26, 2015 shall earn annual leave according to the following schedule:

0 up to 5 years	10 days – 6.2500 hour/month
5 up to 10 years	15 days – 9.3750 hours/month
10 up to 15 years	17 days – 10.6250 hours/month
15 up to 20 years	18 days – 11.2500 hours/month
20 up to 25 years	19 days – 11.8750 hours/month
25 years or more	20 days – 12.5000 hours/month

18-6. Vacation leave may be taken ½ day at a time with prior permission of the Department Head. All vacation requests are to be submitted to the Department Head in advance. Vacation requests are subject to prior approval based upon the operational needs of the department.

18-7. For purposes of this Article, a leave year is defined as January 1 to December 31.

Up to 10 accumulated vacation leave days may be carried forward and shall be used within the next leave year. With the permission of the Personnel Board, up to an additional 5 days, for a total of 15 days, may be carried forward and shall be used within the next leave year. Requests to the Personnel Board for additional vacation carryover for the upcoming year must be received by December 1<sup>st</sup>.

18-8. Any employee whose service is severed with the Town during the leave year or, in the event of the employee's death, the employee's beneficiaries shall be compensated for any earned and unused annual leave.

18.9 Employees in continuous full-time or part-time employment, occupying regular positions are entitled to receive personal leave with pay not to exceed 2 days in any calendar year to conduct personal business of a compelling nature. Personal days may be used in one hour increments with a minimum usage of 2 hours. Requests for personal leave must be made in writing at least 3 days in advance to the Department Head, and approval of the request is at the discretion of the Department Head. For dispatch employees, personal leave for emergency situations may be taken with a minimum of 2 hours notification prior to the start of the employee's designated shift at the discretion of the Police Chief or senior officer on duty. In such emergency circumstances, personal leave must be used in a full day increment. Personal leave cannot be carried forward in the next calendar year.

Part-time benefits eligible employees personal days shall be consistent with the previous paragraph in 18-9, but the 2 days received each calendar year shall be pro-rated by dividing the employees' regularly scheduled annual work hours by 1,820. The accrual received each January 1<sup>st</sup> shall remain in effect for the full calendar year.

Newly hired employees shall receive Personal Leave in accord with the following schedule:

Employees in pay status on January 1st of each calendar year, or hired between January 1st and March 31st, shall receive 2 personal days.

Employees hired between April 1st and June 30th, shall receive 1.5 personal days.

Employees hired between July 1st and September 30th, shall receive 1 personal day.

Employees hired between October 1st and December 31st, shall not receive any personal days.

The probationary period shall not apply to the use of Personal Days.

18.10 An employee who becomes ill during the course of annual leave shall be given an opportunity to change said annual leave to sick leave on the condition that a physician's certificate confirming the sickness shall be filed with the Human Resources Director upon return-to-work. Said certificate must contain the information as identified in the Appendix B Certificate of this contract and must be presented upon the employee's return-to-work.

#### ARTICLE 19 - SICK LEAVE

19-1. Each regular office/clerical employee shall accumulate sick leave for personal illness, at the rate of 7.5840 hours/month to a maximum of 91 hours per year. Each regular dispatch employee shall accumulate sick leave for personal illness, at the rate of 8.1250 hours/month to a maximum of 97.5000 hours per year. Sick leave shall not be accumulated by an employee for any period in which he/she is absent due to illness or leave of absence for more than 20 consecutive working days. Sick leave is for the protection of employees against loss of pay because of illness and shall not be taken into account in figuring termination pay. Advance sick leave may be granted at the discretion of the Personnel Board to long-term employees with prolonged illnesses. The number of days is not to exceed the amount to be earned within the fiscal year. Sick leave may be used in 1 hour increments with a minimum usage of 2 hours.

19-2. Employees may utilize up to 4 days of accrued sick leave per calendar year for the purpose of caring for a member of his/her immediate family (spouse, child or parent), or a relative (as defined in Article 20) living in the household, the use of this benefit shall be for unforeseen short-term illness and may be used on an intermittent basis.

19-3. If on sick leave, an employee will be compensated at his/her regular rate of pay for absences of not more than 5 consecutive working days, provided the Department Head is satisfied that the absence was caused by the employee's illness. A doctor's certificate (Appendix B) may be required by the Town in connection with a claim for sick leave, to include future claims for sick leave, when a pattern of absences raises a suspicion of an abuse of sick leave. Sick leave with pay will be allowed for more than 5 consecutive working days only upon submission of a doctor's certificate satisfactory to the employing agency, which certificate will be filed with the Department Head. If an employee refuses to submit the certificate, the Town shall be entitled to refuse sick leave and/or take such disciplinary action as may be appropriate. Such payment for sick leave may not exceed the employee's accrued sick leave benefit except as provided in Section 8. When the Department Head feels that an employee's absence is not due to illness, a

warning may be given to said employee stating that upon subsequent illness a doctor's certificate may be needed as verification of illness.

19-4. Up to the limit of the dollar amount accrued, an employee may request that his/her sick leave or annual leave be used to supplement any workmen's compensation payments, so long as sick leave or annual leave and workmen's compensation payments in each pay period do not exceed his/her regular after-tax income.

19-5. When an employee is on sick leave or receiving benefits under workmen's compensation and his/her accrued time expires and his/her FMLA leave has expired, he/she will fall under the provision of Article 24, Leave of Absence; that is, no provision of this Agreement will apply and seniority will not accrue during his absence.

19-6. Part-time benefits eligible employees monthly sick leave accrual shall be pro-rated by dividing their regularly scheduled work hours by 1,820. The accrual rate effective on January 1<sup>st</sup> shall remain in effect for the full calendar year unless a significant change is made to the regular work schedule.

19-7. Each employee with no sick leave taken in the fiscal year shall be entitled to 1 additional annual leave day during the following fiscal year.

19-8. Upon the retirement, resignation when eligible for retirement after 15 years of service, or upon the death of any employee, the Town shall pay to said employee, or to the employee's estate, an amount equal to sixty percent (60%) of any unused sick leave then remaining, not to exceed the amount as follows:

15 Years of Service	Not to Exceed \$7,500
20 Years of Service	Not to Exceed \$10,000

19-9. Bargaining unit members may, at their option, authorize the transfer of up to 4 sick leave days per contract year to another bargaining unit member provided that the member in receipt of the transfer has exhausted his/her sick leave, vacation leave and personal leave accounts, and that the reason for the absence/illness qualifies as a bona fide use of sick leave as provided in this article, subject to verification by the Human Resources Director. All transfers shall be authorized by the signature of the employee transferring the sick leave day, and authorization shall be provided to the Human Resources Director by the bargaining unit in a single notification document containing all necessary signatures. Sick leave donated in accordance with this section shall not be counted against perfect attendance.

In the event the number of sick leave days transferred to a particular bargaining unit member exceeds the number of days used for a bona fide sick leave, the excess days shall be held in reserve for use at a later date by other bargaining unit members as provided in this section. The Human Resources Director who maintains attendance records, shall keep the Union Officers informed by memo as to the number of available days in reserve for use by others.

19-10. An employee injured on the job or absent due to his non-work related illness may return to work on modified duty. Absence due to the employee's own illness requires satisfactory

medical documentation from the treating physician. Absence due to a work related injury requires satisfactory medical documentation from the treating physician or the Town's medical authority. Return to work on modified duty is subject to approval by the Department Head and/or Human Resources Director. Modified work is a temporary means to aid in the recovery of an injured or ill worker. Progression to eventual full duty function is the expectation of the modified work program. A modified duty program may be discontinued by the Department Head and/or Human Resources Director at any point in time based on the supporting medical documentation.

19-11. Effective July 1, 2011, the following sick leave reduction incentive shall be implemented for dispatchers:

- a.) ½ day's base pay for no sick leave used in the first 6 months of the fiscal year.
- b.) ½ day's base pay for no sick leave used in the second 6 months of the fiscal year.
- c.) an additional ½ day's base pay for no sick leave used during the full fiscal year.

19-12 For employees hired after October 26, 2015, Sick Leave accrual shall be capped at 1050 hours/150 days for newly hired employees. Newly hired part-time employees' sick leave shall be capped in proportion to their part-time schedule.

## ARTICLE 20 - DEATH IN A FAMILY

20-1. An absence with pay for a period not to exceed 3 workdays for the purposes of the ritual burial may be granted at the discretion of the Department Head in case of death of a member of an employees immediate family. The term "immediate family" shall mean an employees father, mother, sister, brother, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, or step-sister, or any blood relative living in the same household. In case of death of the employee's spouse, domestic partner, child, mother, or father, the employee may be granted a maximum of 5 workdays. An absence with pay for a period not to exceed 1 workday to may be granted at the discretion of the Department Head to observe the ritual attending the death of an Aunt or Uncle.

An additional 2 days of paid leave for the purpose of out-of-state travel may be granted as needed by the department head or supervisory authority and shall not be unreasonably withheld, but in no event shall the total bereavement leave exceed 5 workdays.

## ARTICLE 21 - FAMILY MEDICAL LEAVE

21-1. An employee shall be entitled to leave for any of the purposes listed in the Town of Wayland's Family Medical Leave Act Policy and in accordance with the Federal Family Medical Leave Act (FMLA) of 1993. For the purpose of determining leave eligibility under FMLA, the twelve (12) month "roll back" method shall be used. Requests for FMLA leave must be filed with both the employees Supervisory Authority and Human Resources Director. An employee may use vacation and/or sick time to receive pay while on FMLA leave. Employees are subject to all provisions outlined in the Town of Wayland's FMLA policy.

## ARTICLE 22 - SMALL NECESSITIES LEAVE POLICY

22-1. In accordance with Massachusetts General Laws, Chapter 149, section 52c, effective August 5, 1998, in addition to leave available under the Family Medical Leave Act, eligible employees may take up to 24 hours of unpaid leave in a 12 month period for the following reasons:

- 1) to participate in school (including certain day care facilities) activities directly related to the educational advancement of a son or daughter;
- 2) to accompany a son or daughter on routine medical or dental appointments; or
- 3) to accompany an elderly relative (at least 60 years of age and related by blood or marriage to the employee) on routine medical or dental appointments or appointments for other professional services relating to the elder's care.

Employees may request Small Necessities Leave in writing from their Department Head or Supervisory Authority, at least seven days in advance of the requested leave, if the need for leave is foreseeable. Otherwise, employees are expected to provide as much notice as possible to their Department Head or Supervisory Authority. Leave may be taken intermittently or on a reduced leave schedule. Employees should attempt to schedule leave in a manner that is least disruptive to their department.

Employees may use any accrued paid time-off (excluding sick leave) for all or a portion of their Small Necessities Leave.

Employees may be required to provide certification of the need for Small Necessities Leave.

## ARTICLE 23 - ASSOCIATION LEAVE

23-1. A maximum of 2 days' paid leave per calendar year shall be granted to Union Officers for the purpose of attending conventions, collective bargaining training sessions, and legislative hearings.

23-2. The employee and the Union official shall receive paid release time when processing a grievance, complaint, arbitration, or acting as a witness if called upon to do so during their regularly scheduled work shift. The employee and the Union official will not receive pay for any time associated with processing a grievance, complaint, arbitration, or acting as a witness for any time associated with processing a grievance, complaint, arbitration, or acting as a witness for any time outside of their regularly scheduled work shift.

23-3. The Union will furnish the Human Resources Director with a written statement containing names of the Union Officers and stewards. The Human Resources Director will also be notified and updated of any changes.

## ARTICLE 24 - LEAVE OF ABSENCE

24-1. An employee may apply for a leave of absence without pay. The application must be approved by both the Supervisory Authority and the Personnel Board, and will be granted only under unusual conditions. If a leave of absence is granted, no provisions of this Agreement shall apply and seniority, annual leave and sick leave will not accrue during this absence. However, prior continuous service will be retained for purposes of seniority and eligibility for benefits. An employee may remain covered by the Town's Group Insurance Plan provided that the employee pays 100% of the monthly premium. The Town agrees to abide by all controlling provisions of the Family and Medical Leave Act of 1993.

## ARTICLE 25 - JURY DUTY

25-1. If an employee is called to serve on jury duty, he/she shall be paid the difference between compensation for serving on jury and his normal regular base pay. Employees serving on jury duty should make every reasonable attempt to report for work on the days on which they serve. Reasonable documentary proof of actual service of jury duty must be presented in order that his/her compensation be paid.

## ARTICLE 26 - GROUP INSURANCE

26.1 The Town will continue to provide group life and accidental death and dismemberment insurance and group medical coverage for all employees in the bargaining unit who are eligible for such coverage.

26-2.

- a. The parties agree that the Town may, at its discretion, provide group health insurance exclusively through MIIA. In the event that the Town elects to make such a change, the Town will make the following contributions to the premiums for the MIIA Blue Cross/Blue Shield Plans:

	<u>Individual Plan /Family Plan</u>	
PPO	50%	50%
POS	50%	50%
HMO Blue of New England	75%	69.5%

The Town will give the Union written notice prior to making such change.

- b. The Town offers the health plans and contribution rates as identified in the Section 19 Agreement between the Town of Wayland and the Wayland School and Town unions dated September 26, 2016, effective January 1, 2017 and continuing through June 30, 2019. The Section 19 Agreement may be amended as agreed upon by the parties to the Agreement.

Effective July 1, 2019, unless superseded by a subsequent agreement, the Town's premium contribution towards the Benchmark Plans shall be 74% for individual plans and 64% for family plans. The Town's contribution towards a PPO or POS plan shall be 50%.

- c Part-time employees will contribute to health insurance plans at the rate of 50.0%. Part-time employees hired prior to July 1, 2008 will be eligible for Town health insurance rates equivalent to full-time employees.

## ARTICLE 27 - TUITION REIMBURSEMENT

27-1. The Town shall provide a tuition reimbursement fund, up to a maximum of \$400.00 per employee per fiscal year and up to a maximum of \$6,000.00 per year for the unit. All office/clerical employees and all full-time regular dispatch shall be eligible to participate in this allowance upon completion of 12 months of continuous service. Part-time employees are eligible to participate on a pro-rated basis. The tuition reimbursement will be administered in accordance with the following:

1. Employees wishing to participate in this program must have their course approved prior to enrollment in such course. Applications for tuition reimbursement shall be approved by said employees supervisory authority and the Human Resources Director and courses shall only qualify if it is directly related to the employee's position. Attendance of courses shall be outside of work hours.
2. Employees shall be reimbursed for all reasonable costs with the exception of mileage, up to \$400, including tuition, registration, application fees, and books upon passing an approved course. The employee shall provide documentation of costs and documentation of a passing grade. Approved courses that are not completed and passed are not reimbursable.
3. Provisions of this Article are not subject to the grievance process or arbitration.

The Town and the Union shall participate in a quarterly committee meeting to explore sources of training other than formal classes.

27-2. Technological Changes – In the event the Town introduces new equipment, methods or processes as a substitute for or replacement of present equipment, methods and processes that are required to be used by a department, employees in positions affected by such changes and innovations shall be given reasonable period of time, within 6 months of its introduction, to train in the use of such new equipment, methods and processes.

## ARTICLE 28 - AMERICANS WITH DISABILITIES ACT

28-1. As of July of 1992 all provisions of this agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the employer shall take all action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this agreement not in compliance with the Act, which, if maintained or enforced, could subject both the employer and the union to the penalty provisions of the ADA.

## ARTICLE 29 - CHECK OFF AND AGENCY SERVICE FEES

29-1. The Town agrees to deduct regular monthly Union dues from the wages of each employee who authorizes the Town to do so through a signed authorization card delivered to the Town. The Town may conclusively rely upon a written statement from the Treasurer of the Union as to the amounts of such monthly Union dues. The Town agrees to notify the president of the bargaining unit of any new hire within 7 days of the date of hire for the purpose of orientating said new employee to the union.

29-2. The Union agrees to indemnify and save the Town harmless from and against any and all claims, suits or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

29-3. All employees covered by this Agreement who are hired subsequent to June 30, 1976, and do not join the Union shall be required as a condition of employment to make payment on or after the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, of any Agency Service Fee to the Union. Such Agency Service Fee shall be a percentage of the Union dues; such percentage to be mutually agreed between the parties when, if ever, the situation arises. The percentage shall be based on 100% less the cost of benefits which do not apply to non-Union members.

At the election of the employee, said Agency Service Fee shall be deducted from his wages upon presentation to the Town of a signed authorization. Said authorization may be canceled by 60 days written notice to the Town. An employee who does not authorize the Town to make a weekly payroll deduction as provided herein shall make the Agency Service Fee payment directly to the Union.

29-4. It is acknowledged by the Town and the Union that all court ordered garnishments, such as Child Support, will be deducted from wages prior to initiation fee or dues deductions.

29-5. Upon written authorization from an employee, the Town agrees to deduct from an employee's wages a PEOPLE Program deduction as a flat dollar amount, equal amongst all voluntary union participants, which falls into a regular payroll cycle. Said employee authorization may be revoked at any time by providing both the Town and Union written notice.



The Town will remit said deductions to the Union. The Town is under no obligation provide the Union with itemized statements for the PEOPLE Program deductions.

## ARTICLE 30 - GRIEVANCES

30-1. For purposes of this Agreement, a Grievance shall be defined as an allegation by an employee or the Union that the Town has violated an express provision of this Agreement. Grievances shall be handled in the following manner:

- Step 1. Any employee who feels he or she has a grievance may file a written statement with their Department Head within 10 work days of the action/decision. The Department Head shall meet with the employee and render a written decision within ten 10 work days from the date the employee filed said appeal.
- Step 2. If the employee is not satisfied with the decision of the Department Head, he or she may file, within 10 work days following the Department Head's decision, a written appeal with the Personnel Board, setting forth the specific reasons why he or she believes the Agreement has been violated. Within 10 work days following receipt of the appeal, the Personnel Board shall either issue a written decision or schedule a hearing. Said hearing shall be held no later than 30 days following receipt of the appeal and a decision shall be rendered within 5 work days after the close of the hearing.
- Step 3. If the employee is not satisfied with the decision of the Personnel Board, he or she may file, within 10 work days following the decision of the Personnel Board, a written appeal with the Board of Selectmen. The Board of Selectmen shall take the matter under advisement, and shall either issue a written decision or schedule a hearing, and shall render a final decision within 15 work days following receipt of the appeal.

30-2. Arbitration. Whenever grievances remain unresolved after processing in accordance with Section 1, Steps 1-3 herein, the Union shall have the right to submit the matter to arbitration in accordance with the remainder of this Section

Except as hereinafter stated, all arbitration proceedings pursuant to this Article shall be instituted before the American Arbitration Association and governed by and conducted in accordance with its Voluntary Labor Arbitration Rules. It shall be considered a condition precedent to said arbitration that a written demand for same be filed simultaneously with both the American Arbitration Association and the responding party no later than 30 days following the exhaustion of Step 3 above.

However, under extenuating circumstances, time periods referred to in this Article may be extended by mutual agreement. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this Agreement, establish new terms and conditions under this Agreement, or substitute his/her judgment for that of management unless management's actions are arbitrary, capricious and amount to an abuse of discretion. Except for matters relating

to discipline or discharge, any action taken in accordance with the Management's Rights provision herein shall not be subject to review in any forum other than that provided for in Steps 1-3 of this Article.

Except for the initial filing fee, which is the responsibility of the moving party, all expenses of arbitration shall be shared equally between the parties.

#### ARTICLE 31 - NO STRIKE

31-1. The Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, hereby agree that at no time will they cause, condone, sanction or participate in any strike, walkout, slowdown, sitdown, picketing, sympathy job action, work stoppage, employee demonstration or any other kind of cessation, interruption or interference with the performance of employment duties for the Town of Wayland.

The Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, further agree that, in the event of a violation of this provision any and all individuals involved shall be subject to discipline or damage action in accordance with M.G.L. Ch.150E, or otherwise, in the Employer's sole and exclusive discretion.

#### ARTICLE 32 - LABOR MANAGEMENT COMMITTEE

32-1. In order to provide a means for continuing communication between the parties and for promoting a climate of constructive employee relations, a Labor Management Committee shall be established which shall consist of up to 3 representatives of management and up to 3 representatives designated by the union.

The Committee shall meet once per month if requested by either party. Such meetings will not be held for the purpose of discussing grievances or for the purpose of conducting negotiations on any subject. The topics discussed shall be relative to the general application of the agreement and to other matters of mutual concern including improvement of employee/employer relations.

#### ARTICLE 33 - CARDIOPULMONARY QUALIFICATIONS (CPR)

33-1. Any Joint Communication Dispatcher who who requires training or recertification in CPR will be trained/certified by an appropriate entity as determined by the Town. The Town shall pay the costs associated with training/certification.

#### ARTICLE 34 - MILEAGE REIMBURSEMENT

34-1. Mileage allowance for private automobiles will be paid to those employees who are required and authorized by their Department Head to utilize their personal vehicles to conduct

Town business provided a Town vehicle is not available for the employee's use. Mileage allowance will not be paid for commuting purposes, including commuting to and from evening meetings. The rate will be equal to the rate established annually by the Internal Revenue Service.

#### ARTICLE 35 - DURATION OF AGREEMENT

35-1. This Agreement shall be in full force and effect from July 1, 2017 to and including June 30, 2020, and shall continue from year to year thereafter.

Either party may serve upon the other a written notice at least 60 days prior to June 30, 2020, or April 1 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement. This Agreement shall remain in full force and effect until such changes and revisions have been agreed upon.

#### ARTICLE 36 - WAIVER

36-1. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after their exercise of that right and opportunity are set forth in this Agreement. Therefore, employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and releases the other from the obligation to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The foregoing waiver shall not be binding if the parties mutually agree to engage in collective bargaining with respect to a particular subject or matter covered or not covered in this Agreement.

ARTICLE 37 - SIGNATURE PAGE

In witness whereof, the parties hereto have set their hands this 20<sup>th</sup> day of  
NOVEMBER, 2017.

Town of Wayland,  
Board of Selectmen

AFSCME Local 690 - 2

Lea T. Anderson  
Cecy Chene  
Mary M. Antes  
John J. Jones  
Wayland

Arthur  
Arthur  
Jarvis Ramfoolam  
LD

## APPENDIX A

### WAGE SCHEDULES

Effective July 1, 2017 2.00% Adjustment

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
C12	Hourly	19.89	20.48	21.10	21.73	22.54	23.21	23.90	24.61	25.35	26.49
	Annual	36,199.80	37,273.60	38,402.00	39,548.60	41,022.80	42,242.20	43,498.00	44,790.20	46,137.00	48,211.80
C14	Hourly	21.52	22.17	22.83	23.52	24.38	25.10	25.85	26.62	27.42	28.66
	Annual	39,166.40	40,349.40	41,550.60	42,806.40	44,371.60	45,682.00	47,047.00	48,448.40	49,904.40	52,161.20
C15	Hourly	22.35	23.02	23.71	24.43	25.31	26.07	26.85	27.65	28.47	29.76
	Annual	40,677.00	41,896.40	43,152.20	44,462.60	46,064.20	47,447.40	48,867.00	50,323.00	51,815.40	54,163.20
CD	Hourly	19.40	21.64	22.60	23.55	24.51	25.46	26.82			
	Annual	37,830.00	42,198.00	44,070.00	45,922.50	47,794.50	49,647.00	52,299.00			
CDC	Hourly	20.17	22.51	23.50	24.49	25.49	26.48	27.89			
	Annual	39,331.50	43,894.50	45,825.00	47,755.50	49,705.50	51,636.00	54,385.50			

Effective July 1, 2018 2.25% Adjustment

C12	Hourly	20.34	20.94	21.57	22.22	23.05	23.73	24.44	25.16	25.92	27.09
	Annual	37,018.80	38,110.80	39,257.40	40,440.40	41,951.00	43,188.60	44,480.80	45,791.20	47,174.40	49,303.80
C14	Hourly	22.00	22.67	23.34	24.05	24.93	25.66	26.43	27.22	28.04	29.30
	Annual	40,040.00	41,259.40	42,478.80	43,771.00	45,372.60	46,701.20	48,102.60	49,540.40	51,032.80	53,326.00
C15	Hourly	22.85	23.54	24.24	24.98	25.88	26.66	27.45	28.27	29.11	30.43
	Annual	41,587.00	42,842.80	44,116.80	45,463.60	47,101.60	48,521.20	49,959.00	51,451.40	52,980.20	55,382.60
CD	Hourly	19.84	22.13	23.11	24.08	25.06	26.03	27.42			
	Annual	38,688.00	43,153.50	45,064.50	46,956.00	48,867.00	50,758.50	53,469.00			
CDC	Hourly	20.62	23.02	24.03	25.04	26.06	27.08	28.52			
	Annual	40,209.00	44,889.00	46,858.50	48,828.00	50,817.00	52,806.00	55,614.00			

# APPENDIX A – con't

## WAGE SCHEDULES

Effective July 1, 2019 2.25% Adjustment

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
		--	--	--	--	--	--				
C12	Hourly	20.80	21.41	22.06	22.72	23.57	24.26	24.99	25.73	26.50	27.70
	Annual	37,856.00	38,966.20	40,149.20	41,350.40	42,897.40	44,153.20	45,481.80	46,828.60	48,230.00	50,414.00
C14	Hourly	22.50	23.18	23.87	24.59	25.49	26.24	27.02	27.83	28.67	29.96
	Annual	40,950.00	42,187.60	43,443.40	44,753.80	46,391.80	47,756.80	49,176.40	50,650.60	52,179.40	54,527.20
C15	Hourly	23.36	24.07	24.79	25.54	26.46	27.26	28.07	28.91	29.77	31.11
	Annual	42,515.20	43,807.40	45,117.80	46,482.80	48,157.20	49,613.20	51,087.40	52,616.20	54,181.40	56,620.20
CD	Hourly	20.29	22.63	23.63	24.62	25.62	26.62	28.04			
	Annual	39,565.50	44,128.50	46,078.50	48,009.00	49,959.00	51,909.00	54,678.00			
CDC	Hourly	21.08	23.54	24.57	25.60	26.65	27.69	29.16			
	Annual	41,106.00	45,903.00	47,911.50	49,920.00	51,967.50	53,995.50	56,862.00			

C-12	Senior Clerk	C-15	Finance Assistant, Accounting
C-14	Department Assistant	C-15	Finance Assistant, Payroll
C-15	Assistant Town Clerk	CD	JCC Dispatcher
C-15	Assistant Treasurer/Collector	CDC	JCC Dispatcher Coordinator
C-15	DPW Administrative Coordinator		

## APPENDIX B



### CONFIDENTIAL

Certificate by Primary Care Physician or Associated Medical Professional, Treating Dentist, etc. of Patient Inability to Work Due to Illness

\_\_\_\_\_  
Date

To: Town of Wayland Human Resource Director

Re: \_\_\_\_\_  
Employee Name

1. This is to certify that I have consulted with the above individual on:

\_\_\_\_\_ at \_\_\_\_\_  
Date (s) Please Enter Place (Office, Hospital, etc.,) or by Telephone

2. It is my medical opinion that he/she should be out of work due to:

\_\_\_\_\_  
\_\_\_\_\_  
Please State Nature of Illness

3. The expected duration of the illness is \_\_\_\_\_ calendar days commencing on \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Please Print Name/Title

\_\_\_\_\_  
Telephone

I certify that the above is true.

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

\_\_\_\_\_  
Date

Please mail or hand-deliver this completed form to the patient or the Town of Wayland Human Resource Director only. Please stamp envelope "confidential". Thank you.

## APPENDIX C

### HEALTH INSURANCE INCENTIVE WAIVER PROGRAM GUIDELINES

July 1, 2016 – June 30, 2019

- Employees participating in Town sponsored family and individual health insurance plans have the option to drop their health insurance coverage and participate in a Health Insurance Incentive Waiver program.
- To be eligible to participate in the Health Insurance Incentive Waiver program, current employees must have been enrolled as a subscriber in a Town sponsored health insurance plan within the previous 12-month period prior to applying for the waiver payment. Employees enrolling in a Town sponsored health plan as of July 1, 2016 must be enrolled for a period of 12 months before applying for the incentive waiver.
- Employees who were approved for the 2013-2016 waiver plan are required to re-enroll in the 2016-2019 waiver program. Any such employees will be bound by the terms and conditions of the 2016-2019 plan.
- Employees who opt to participate in the program agree not to exercise their option to enroll in a Town sponsored health insurance plan for a 3-year period beginning July 1, 2016 and continuing through June 30, 2019 or for a designated approved period which shall expire on June 30, 2019.
- In order to participate in the HIIW program, newly enrolled employees must complete the attached Health Insurance Waiver Incentive application and provide proof of health insurance from another provider within 30 days of the application date, otherwise enrollment approval and waiver payments may be delayed.
- Employees who opt-out of Town sponsored health insurance and who provide proof of coverage will be eligible to receive a waiver incentive as follows:

An employee subscriber with a Family Plan will receive an incentive of four thousand dollars (\$4,000) per year paid as follows:

- ❖ Town Employees (Bi-weekly 12 mo) – 24 installments of \$166.67
- ❖ School Employees (Bi-weekly 12 mo) – 24 installments of \$166.67
- ❖ School Employees (Bi-weekly 10 mo) – 20 installments of \$200.00

An employee subscriber with an Individual Plan will receive an incentive of eighteen hundred dollars (\$1,800) per year as follows:

- ❖ Town Employees (Bi-weekly 12 mo) – 24 installments of \$75.00
- ❖ School Employees (Bi-weekly 12 mo) – 24 installments of \$75.00
- ❖ School Employees (Bi-weekly 10 mo) – 20 installments of \$90.00

Employees applying for the waiver after July 1, 2016 will be eligible for a pro-rated waiver amount based upon their date of acceptance.

This waiver incentive is subject to taxes and regular withholdings as required by law.



The first waiver installment will be paid with the first pay week of Fiscal 17. Installments will continue until such time as the program concludes or until an employee re-enrolls in a Town sponsored health insurance plan due to a qualifying event (see below). Employees who re-enroll in a Town sponsored health insurance plan during this 3-year period due to a qualifying event as described below, will not receive any further incentive installments following re-enrollment in a Town sponsored health insurance plan for the remainder of the program.

- Where spouses are employed by the Town and/or the School Department and where both spouses are eligible for family health insurance coverage, only one spouse shall be eligible to participate in the incentive waiver program for the family plan incentive.
- Employees who apply for an incentive waiver after July 1, 2016 will be considered for acceptance at the discretion of the Assistant Town Administrator/HR Director.
- Employees who choose to participate in the waiver program may re-enroll in a Town sponsored health insurance plan during the 3-year waiver period only if the employee has a qualifying event as recognized in the plans' underwriting rules. The qualifying events are as follows:
  - 1) Marriage or divorce
  - 2) Birth or adoption of a child
  - 3) Death of a family member
  - 4) Loss of coverage through no fault of the employee or subscriber
  - 5) Change in hours which results in a change of employment status.

In order to re-enroll in a Town sponsored health insurance plan, an employee must notify the Benefits Manager within 30 days of the qualifying event(s) and provide written documentation of the same. When an employee re-enrolls in a Town sponsored health insurance plan, all waiver incentive installments shall cease. Annual open enrollment periods are not considered to be a qualifying event.

- The Health Insurance Incentive Waiver program is intended to reduce the Town's health insurance costs. If the program does not generate sufficient cost-savings, the program may be terminated at the sole discretion of the Town. Participating employees shall be given notice of such termination in order to permit participating employees sufficient time to elect coverage through a Town sponsored plan during the Town's open enrollment period.
- The Town will make reasonable rules and regulations required to implement and administer the program. The Town reserves the right to make additional reasonable rules and regulations to maintain the program. This Health Insurance Incentive Waiver program shall comply with all applicable state and federal laws pertaining to health insurance.
- Any issues or disputes that arise regarding enrollment periods or rules and regulations relating to implementation of the program shall be reviewed by the Town's Assistant Town Administrator/HR Director. His/her determination shall be final and binding.

TOWN OF WAYLAND  
HEALTH INSURANCE WAIVER PROGRAM  
JULY 1, 2016

I, \_\_\_\_\_, in consideration for the sum of \$\_\_\_\_\_, hereby agree to waive my eligibility to obtain health insurance (medical only) from the Town of Wayland

I further acknowledge that the consideration listed above, less any required withholding, shall be paid to me in bi-weekly installments.

I hereby acknowledge that my decision not to participate in the Town's health plans is made voluntarily, and that I will provide the Town with proof of insurance from another provider no later than 30 days following my application.

I further acknowledge that I am only eligible to re-enroll in the Town's health insurance plans if one of the below listed qualifying events occurs:

- 1) Marriage or divorce
- 2) Birth or adoption of a child
- 3) Death of a family member
- 4) Loss of coverage through no fault of the employee or subscriber
- 5) Change in hours which results in a change of employment status.

To re-enroll, I must notify the Town's Benefits Department within 30-days of one of the qualifying events listed above. Upon re-enrollment, the consideration provided for this health insurance waiver program shall be prorated and reduced and all health insurance waiver installment payments shall cease.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

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BENEFITS USE ONLY

Waiver Received: Date \_\_\_\_\_ Initials \_\_\_\_\_

Proof of Coverage: Date \_\_\_\_\_ Initials \_\_\_\_\_  
(Attached)

Health Plan: \_\_\_\_\_ Individual \_\_\_\_\_ Family \_\_\_\_\_ Acceptance Letter Sent: \_\_\_\_\_

Town Employee:

24 Bi-weekly Installments (\$75.00) – Individual \_\_\_\_\_

24 Bi-weekly Installments (\$166.67) – Family \_\_\_\_\_

School Employee:

24 Bi-weekly Installments (\$75.00) - Individual \_\_\_\_\_

24 Bi-weekly Installments (\$166.67) – Family \_\_\_\_\_

20 Bi-weekly Installments (\$90.00) - Individual \_\_\_\_\_

20 Bi-weekly Installments (\$200.00) – Family \_\_\_\_\_

APPENDIX D

DUES AUTHORIZATION

