

**MEMORANDUM OF AGREEMENT ("MOA")  
BETWEEN  
THE TOWN OF WAYLAND  
AND  
AFSCME 690 Wayland - 1**

The Town of Wayland ("Town") and AFSCME 690 Wayland - 1 ("Union") agree that their collective bargaining agreement in effect from July 1, 2014 through June 30, 2017 shall remain in full force and effect except as modified herein:

Deletions are noted as strikethroughs; additions appear in bold type.

**ARTICLE 2 - RECOGNITION**

**2-1.** ... By mutual agreements, effective July 2, 2009 and January 26, 2015, the Town and the Union hereby recognize the positions of ~~DPW Highway/Transfer Station Superintendent, DPW Parks and Cemetery Superintendent and DPW Water Treatment and Distribution Superintendent and DPW Highway/Transfer Station/Parks Superintendent~~ as members of this bargaining unit.

**ARTICLE 5 – UNION DUES**

**5-9.** The Town shall deduct an AFSCME PEOPLE deduction as provided for in a written authorization. Said deduction shall be a flat dollar amount. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Town agrees to remit any deductions made pursuant to this provision promptly to the Union.

**ARTICLE 13 - GRIEVANCE PROCEDURES**

**13-1.** ... Any incident which occurred prior to July 2, 2009 pertaining to the ~~DPW Highway/Transfer Station Superintendent, DPW Parks and Cemetery Superintendent~~ **DPW Highway/Transfer Station/Parks Superintendent** and DPW Water Treatment and Distribution Superintendent shall not be subject to the grievance procedure.

**ARTICLE 17 - PAY SCHEDULES**

**17-1.** Employees shall receive compensation in accordance with the pay plan shown in Appendix A. There will be across-the-board general salary increases as follows:

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Effective July 1, 2014	2017	<del>1.0%</del>	2.00%
Effective July 1, 2015	2018	<del>1.5%</del>	2.25%
Effective July 1, 2016	2019	<del>2.0%</del>	2.25%

Note: Appendix A wage schedules will be adjusted in accordance with the aforementioned increases.

**17-6.** Effective no earlier than the first pay week of April 2008, 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 employees.

#### ARTICLE 20 - SAFETY PROVISION

**20-1.** The Town shall provide reimbursement for field related clothing and construction boots, upon the presentation of a receipt for same, with replacement as needed, not to exceed \$355 per fiscal year, for each employee, with the exception of the following positions: Accountant; IT Business Systems Analyst Information Technology Manager; Treasurer/Collector; Director, Council on Aging; Director, Youth Services; and Assistant Director/Clinical Supervisor, Youth Services; and ~~Clinician Substance Abuse Professional.~~

#### ARTICLE 21 - REQUIRED & SPECIAL LICENSE ALLOWANCES

**21-2.** A ~~DPW Highway/Transfer Station Superintendent, DPW Parks and Cemetery Superintendent~~ DPW Highway/Transfer Station/Parks Superintendent and DPW Water Treatment and Distribution Superintendent who holds a special license

#### ARTICLE 24 - ANNUAL LEAVE

**24-2.** ... For purposes of vacation accrual, Department Heads are defined as the following positions: Assessing Director, Building Commissioner, COA Director, Conservation Administrator, DPW Highway/Transfer Station/Parks Superintendent, ~~DPW Parks Superintendent, DPW Highway/Transfer Station Superintendent,~~ DPW Water Superintendent, Health Director, Town Planner, ~~Town Surveyor,~~ Treasurer/Collector, and Youth & Family Services Director.

#### ARTICLE 25 - SICK LEAVE & WORKER'S COMPENSATION

**25-5.** Employees may utilize up to 4 3 days of accrued sick leave per calendar year for the purpose of caring for a member of their immediate family ...

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## **ARTICLE 26 – SICK LEAVE BANK**

**26.3 ... Each January the president of the union shall receive a reconciliation of the Sick Leave Bank's balance. A reconciliation will also be provided following each award of time.**

## **ARTICLE 31 - OTHER LEAVE**

### **31-3. Compensatory Time Off ~~For Court Appearance~~**

- a. Any employee who is required to testify as a witness for the Town or appear in any case as a result of the employee's official duties as a Town employee on a day off or during vacation, shall be allowed to take compensatory time off.
- b. Any non-Department/non-Division Head employee who is required to work outside of normal business hours for purposes other than attending Board/Committee meetings, and for which there is no alternate means of monetary compensation, may be eligible for Compensatory Time Off. Any such award of Compensatory Time requires prior approval of the Department Head and the HR Director.
- c. Use of accrued Compensatory Time shall be pre-approved by the Department Head.

**31- 5. Personal Leave – Non-Community Health Nurse employees shall be granted 2 days personal leave with pay per calendar year. Personnel leave may be used in 3.5 hour increments. Such leave must be used during the calendar year and, if it is not used, it shall be forfeited.**

**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.**

**Personal Days shall not be subject to the probationary period.**

**31-6 Community Health Nurses shall be granted 4 days personal leave with pay per school year. Personal Leave may be used in half-day increments. Such leave must be used during the school year and, if not used, it shall be forfeited. When possible, reasonable advance notice shall**

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be given as a substitute nurse must be scheduled. Use of more than 1 consecutive personal day must be pre-approved by a Board of Health supervisor.

Newly hired Community Health Nurses shall receive Personal Leave in accord with the following schedule:

Nurses in pay status on August 1st of each school year, or hired between August 1st and September 30th, shall receive 4 personal days.

Nurses hired between October 1st and December 30th, shall receive 3 personal days.

Nurses hired between January 1st and March 30th, shall receive 2 personal days.

Nurses hired between April 1st and May 30th, shall receive 1 personal day.

Nurses hired between June 1st and June 30th, shall not receive any personal days.

Personal Days shall not be subject to the probationary period.

31-7 During periods of severe weather emergencies, the DPW Highway/Transfer Station/Parks Superintendent, Highway/Transfer Station Superintendent, the Parks and Cemetery Superintendent, the ...

## ARTICLE 32 - GROUP INSURANCE

### 32-2.

- e. 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%.

~~The Town offers the following health insurance plans, and the Town's contribution rates to health insurance premiums is as follows:~~

	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim (RSP)	74.0%	64.0%
Network Blue NE Options (RSP)	74.0%	64.0%
Tufts Navigator (RSP)	74.0%	64.0%
Fallen Direct (RSP)	74.0%	64.0%

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<del>Fallon Select (RSP)</del>	<del>74.0%</del>	<del>64.0%</del>
<del>Harvard Pilgrim PPO</del>	<del>50.0%</del>	<del>50.0%</del>

## ARTICLE 37 - DURATION OF AGREEMENT

37-1. This Agreement shall be effective as of the 1st day of July ~~2017~~ ~~2014~~, and shall remain in full force and effect until the 30th day of June ~~2020~~ ~~2017~~. This Agreement shall be automatically renewed from year to year after the 30th day of June ~~2020~~ ~~2017~~, unless either party shall notify the other in writing prior to the 1st of April ~~2020~~ ~~2017~~ that it desires to modify this Agreement. ...

## APPENDIX A – WAGE SCHEDULE

Adjust wages in accordance with 17-1. Update position titles to reflect recent since the 2014 – 2017 agreement.

## APPENDIX D - HEALTH INSURANCE INCENTIVE WAIVER PROGRAM GUIDELINES

Incorporate language and dates for current program.

## MISCELLANEOUS

Incorporate any pertinent language from mutually agreed upon MOAs.

Change or delete any language mutually identified as outdated and obsolete.

Adjust dates accordingly.

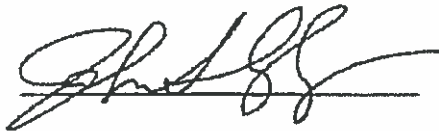
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This MOA is subject to ratification by the Union and approval by the Board of Selectmen.

Upon funding approval by Wayland Town Meeting, wages shall be retroactive to July 1, 2017.

Signed this 19<sup>th</sup> day of July, 2017

For the Town of Wayland  
Bargaining Team



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For the AFSCME 690 Wayland - 1  
Bargaining Team



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