

**MEMORANDUM OF AGREEMENT ("MOA")
BETWEEN
THE TOWN OF WAYLAND
AND
TEAMSTERS UNION, LOCAL 170**

June 16, 2017

Pending ratification by the membership of Teamsters Local 170 of the Town of Wayland, the Town of Wayland ("Town") and Teamsters Union, Local 170 ("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 5 - WAGES

5-1. There will be base hourly rate increases as follows:

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

~~Effective July 1, 2014 employees who were red-circled in conjunction with the creation of the DPW in 2009 shall be placed at their current step under the newly agreed-upon wage scale. No further red-circling shall be in effect.~~

5-4. ... After ~~one week~~ **8 consecutive hours** in the temporary assignment, the employee will be paid the minimum rate for that classification or one step higher than his/her present rate, whichever is higher, for as long as he/she continues the temporary assignment. **The employee shall remain in the temporary assignment through the completion of the project. ...**

5-8. Add to section: ... **Pay advices will be distributed electronically to employees. A work station will be provided at the DPW and Baldwin Pond facilities so that employees may retrieve their electronic advices. Employees will be trained on how to use the technology and provided assistance if needed to retrieve and print their pay advice.**

5-11. Should the Town introduce a new time and attendance system to DPW to enhance reporting, to better allocate costs and assign costs to projects, **no further discussion shall be required.**

ARTICLE 7 OVERTIME AND CALL-BACK

7-2. **Scheduled and Non-Scheduled Overtime**

- a) Add to section: ... **Scheduled overtime will be confirmed no later than 9:00 pm before the work is to commence.**

7-3. 24 Consecutive Hours of Work

~~An employee who works his regularly assigned shift and continues to work through the beginning of his regularly assigned shift the following day, shall be paid at time and one half for each hour worked during his regularly assigned shift on that following day. An employee who works for 24 consecutive hours and continues to work through the beginning of the next regularly assigned shift shall be paid at time and one half for each hour worked during the regularly assigned shift.~~

7-5. Emergency

During a non-storm emergency as decided by the Superintendent or the DPW Director, employees working on duty for a continuous 11 hours, and every consecutive 5 hours thereafter, shall be entitled to a \$12.00 meal allowance.

ARTICLE 8 – WATER DIVISION ON-CALL COVERAGE

8-4. Weekend On-Call Coverage

- a) ... A Water Worker providing weekend coverage shall be paid \$550 for Saturday and Sunday coverage. Effective 7/1/18, pay for Saturday and Sunday coverage shall increase to \$575.

ARTICLE 11 NEW – PAY FOR LICENSES

- 11-4** ... Compensation will be paid upon the use of the license and will be subject to applicable taxation.

ARTICLE 13 – UNIFORMS

~~**13-4.** To the extent practical, Mechanics will have 11 clean sets of blue trousers or blue denim uniform pants provided by a contracted supplier. Under such an arrangement the Mechanics shall receive an annual clothing stipend of \$350. If the DPW is not able to provide the pants through a contracted supplier, then the Mechanics shall receive an annual stipend of \$650. Said stipend shall increase to either \$400 or \$700 for the Mechanics consistent with 13-3.~~

~~**13-5.** Any employee in possession of contractor provided clothing shall return said clothing to the Town immediately upon separation of employment. Failure to do so will result in an obligation to the employee to pay for the cost of the clothing.~~

~~**13-10.** The Town shall provide insurance coverage for the personal tools of the Lead Mechanic/Welder, Maintenance Mechanic/Welder and Mechanic/Welder if available through the Town's insurance carrier. For the purpose of this section, tools shall be those tools necessary and appropriate to perform the duties of the mechanics' positions. In order for the coverage to be effective, the mechanics must annually provide the Town with a list of all tools with their value and approved by the Superintendent.~~

The Town acknowledges that the Lead Mechanic/Welder, Maintenance Mechanic/Welder and Mechanic/Welder (collectively referred to as Mechanics) are in possession of their own tools for the performance of their duties. In order to protect these employees' investment in their tools, the following guidelines shall be in place:

- a. Each July the Mechanics shall submit an inventory of their tool to the DPW Director or designee. The inventory shall identify both the tools and the tools conditions. The inventory shall be submitted on a mutually agreed upon form.**
- b. The Town acknowledges that the tools identified in the inventory are the property of the Mechanics and will be removed from the worksite by the Mechanics upon separation of employment.**
- c. Should a Mechanic's tool(s) be damaged, broken or rendered unusable during the course of their work for the Town of Wayland, that tool will be submitted to the DPW Director or designee for replacement.**
- d. Should the Mechanics identify a special tool(s) that are required for their work on Town equipment, and the DPW Director or designee agrees with the need for the special tool(s), then the Town will purchase the special tool(s) and that tool(s) shall remain the property of the Town.**
- e. The Town acknowledges that non-Mechanic employees may need basic tools for their daily work assignments. The Town will provide such tools for non-Mechanics.**

ARTICLE 17 – HOLIDAYS

17-1. ... Eligible Transfer Station employees will be given a floating holiday in place of the day after Thanksgiving holiday and all Monday holidays. The floating holiday must be pre-approved by the ~~Highway/TS-Superintendent~~ DPW Director or designee before being used. A floating holiday must be used by the end of the following month from when the original holiday occurred.

ARTICLE 18 - ANNUAL LEAVE

18-4. Annual Leave procedure:

- b) ... Employees contemplating an extended leave prior to ~~June~~ April 1st of the following annual leave year must submit a written appeal ... are not utilized by ~~June~~ April 1st of the next annual leave year will be forfeited.**

ARTICLE 19 - PERSONAL LEAVE

19-2. Add new section: Newly hired employees shall receive Personal Leave in accord with the following schedule:

- o 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.

Use of a personal day is not subject to the probationary period.

ARTICLE 20 - SICK LEAVE

20-2b ... due to the employee's illness. Medical documentation from an employee's treating physician on the treating physician's letterhead may be substituted for Appendix C, if all the required documentation contained in Appendix C is included in the treating physician's letter. When annual sick leave usage has become excessive, ...

20-5. ... Severance pay is defined as 60% of the value of the employee's accrued sick leave balance in effect at the time of retirement or death. Such severance pay shall not exceed ~~a maximum of \$7,500.~~ the amount as follows:

Less than 20 years of service	Not to Exceed \$7,500
20 years or more of service	Not to Exceed \$10,000

20-8. Bargaining unit members may, at their option, authorize the transfer of up to 3 sick leave days per contract year to any number of bargaining unit members 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 days, 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 absence, the excess days shall be held in a Sick Leave Bank for use at a later date by other bargaining unit members as provided in this section. The Human Resources Director shall maintain sick leave records and keep the Union Officers informed by memo as to the number of available days in the Bank for use by other bargaining unit members.

Employees who retire or leave employment with the Town may donate up to 10 accrued sick leave days to a Sick Leave Bank, provided that the total Sick Leave Bank does not

exceed 100 total days. Any such donation must be submitted to the Human Resources Director in writing. No employee to employee transfers shall occur as long as sick leave days remain in the Bank.

ARTICLE 24 – GROUP INSURANCE

- 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%.

~~Effective 7/1/11, 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%
Fallon Direct (RSP)	74.0%	64.0%
Fallon Select (RSP)	74.0%	64.0%
 Harvard Pilgrim PPO	 50.0%	 50.0%

ARTICLE 36 - DURATION OF AGREEMENT

~~36-1.~~ This Agreement shall be in full force and effect from July 1, 2017 ~~2014~~ through June 30, 2020 ~~2017~~ and shall ... either party may serve upon the other a notice at least 60 days prior to April 1, 2020 ~~2017~~ or April 1 of any subsequent contract year ...

APPENDIX A - HOURLY WAGES

Establish D10 Wages as one-half the difference between D9 and D11. D10 wage scale is blank in the current contract.

D9	23.82	24.65	25.53	26.46	27.41	29.04
D10	24.76	25.63	26.55	27.50	28.49	30.19
D11	25.69	26.61	27.56	28.54	29.57	31.33

APPENDIX D - HEALTH INSURANCE INCENTIVE WAIVER PROGRAM GUIDELINES

Change dates to reflect the current program:

July 1, ~~2016 2013~~ - June 30, ~~2019 2016~~

Upon funding approval by Wayland Town Meeting, all wages benefits and other forms of compensation shall be retroactive to July 1, 2017 for all employees on the payroll as of July 1, 2017 and continuing through any date of separation prior to the Town Meeting vote.

Signed this 21st day of June 2017

FOR THE TOWN OF WAYLAND



FOR TEAMSTERS LOCAL 170




