

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF WAYLAND

AND

LOCAL 690 WAYLAND – 1 and LOCAL 690 WAYLAND - 2

AMERICAN FEDERATION OF STATE,

COUNTY, AND MUNICIPAL EMPLOYEES

(AFSCME 690 Wayland – 1 and AFSCME 690 Wayland - 2)

July 1, 2021– June 30, 2023

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ARTICLE 1 - PREAMBLE & PURPOSE

1-1. This Agreement is entered into by and between Local 690 Wayland – 1 and Local 690 Wayland - 2, American Federation of State, County, and Municipal Employees, AFSCME Local 690 Wayland – 1 and AFSCME Local 690 Wayland - 2, hereinafter referred to as the “Union”, and the Town of Wayland, Massachusetts, hereinafter referred to as the “Town”, for the purpose of maintaining the optimum public service which the parties are committed to give to the people of the Town; for the purpose of establishing harmonious collective bargaining relations between the Town and the Union; for the purpose of providing for the equitable disposition of all disputes and grievances; and for the purpose of promoting equitable economic standards and work conditions for the employees of the Town covered by this Agreement.

ARTICLE 2 - RECOGNITION

2-1. The Town hereby recognizes the Union as the sole and exclusive collective bargaining representative for all employees within the bargaining unit, said bargaining unit to consist of all those positions declared appropriate by the State Labor Relations Board in Case No. MCR-4207. A full list of the above-mentioned positions appears in “Appendix A”, entitled “Bargaining Unit Positions”. The Wastewater Facility Superintendent position is excluded from the bargaining unit. By mutual agreement, effective July 1, 2005, the Town and the Union hereby recognize the positions of Community Health Nurses as members of this bargaining unit. By mutual agreement, effective July 2, 2009, and January 26, 2015 the Town and the Union hereby recognize the positions of and DPW Water Treatment and Distribution Superintendent and DPW Highway/Transfer Station/Parks Superintendent as members of this bargaining unit. In addition, this Town hereby recognizes 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 Manager, Human Resources Director/Assistant Town Manager, Clerk to the Board of Select Board and all other town personnel.

3-1. New employees hired to fill any of the positions covered by this Agreement do not become eligible for Union membership until the expiration of the probationary period, which ends 6 months from the date of hire. Rehired employees following a 5-year break in service shall be required to serve a probationary period of 6 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. Newly hired Dispatchers shall be required to serve a probationary period of three months to commence upon the successful completion of training requirements. In the

event that a dispatcher who already meets the training criteria for the position (a lateral dispatcher) is hired, he/she will serve a probationary period of six months commencing on the date of hire.)

ARTICLE 3 - DEFINITIONS

Work day - Any of the days on which an employee is regularly scheduled to work.

Calendar day - All days of the calendar week.

Local 690 Wayland – 1-2- AFSCME Local Chapter 690 Wayland – 1-2 , a subordinate unit of AFSCME Council 96, shall mean interchangeably AFSCME Local Chapter 690 Wayland - 1-2 and Council 93.

Employee - shall refer to those employees covered by this Agreement. Where reference is made to male gender, it shall be understood to also include female gender.

Month - A calendar month, that is, from the date of one month to the same date of the ensuing month.

Probationary Employee – Any newly hired employee whose tenure of service in the Town has not exceeded 6 months. Such employees have limited rights during this stage of employment and may be discharged at any point. The probationary period may be extended by mutual agreement of the Town and the union for a period not to exceed 3 additional months. If extended, all probationary provisions as described in this Article will remain effect.

Trial Employee - Any employee promoted to a higher or equally graded position within the bargaining unit. Such employee will serve a 2-month trial period. During this period the supervisory authority may return the employee to his/her previous position or the employee may request to return to his/her previous position. If returned to a previous position, the employee will receive the same rate of pay as when he/she left the original position.

Supervisory Authority - the official, board, agency, commission, committee, council or other authority empowered by law to supervise, direct and control the activities of employees. When the term “supervisory authority” refers to other than a single individual, it shall be construed to refer to a majority vote of said authority.

As of March 25, 2015, for purposes of sick leave administration, the Human Resources Director shall have supervisory authority over employees’ sick leave utilization.

Town - the Town of Wayland, Massachusetts.

Union - Local 690 Wayland -1-2 and AFSCME Council 93.

ARTICLE 4 - ANTI-DISCRIMINATION PROVISIONS

4-1. The Town and the Union shall agree not to discriminate in any unlawful way against any member of the bargaining unit because of race, religion, creed, color, national origin, sex, sexual orientation, age, physical and mental handicap, veteran status, economic status, marital status, country of ancestral origin, political beliefs and affiliations, participation or non-participation in Union activities, or membership in any lawful organization.

4-2. The Town shall not discriminate against, intimidate, or coerce any member of the bargaining unit in the exercise of the right to bargain collectively through the Union or on account of membership in, or activities on behalf of, the Union.

4-3. The Union shall not discriminate against any member of the bargaining unit in the administration of this Agreement because of non-membership in the Union.

AMERICANS WITH DISABILITIES ACT

4-4. 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 5 - UNION DUES & AGENCY SERVICE FEE DEDUCTIONS

5-1. Subject to applicable law as set forth in the Massachusetts General Laws, Chapter 150E, as amended (hereinafter referred to generally as MGL Ch.150E, s.12), the Town shall deduct from earned salary of those employees who individually authorize such deduction in writing on the form attached hereto (Appendix E) periodic union membership dues and service charges (hereinafter referred to as dues) required as a condition of acquiring or retaining membership in the Union.

5-2. The Town shall remit all sums deducted under such check-off authorization to the Treasurer of the Union, together with a list of the employees from whom such deductions have been taken. Concurrently the Town shall submit to Local 690 Wayland -1 a list of the employees from whom such dues have been deducted indicating the amount from each employee. Such remittance shall be made by the tenth day of the succeeding month, provided the Town has possession of the necessary business equipment to effectuate such arrangement.

5-3. In addition to the above all members of the bargaining unit who are not members of the Union or who have not voluntarily executed an authorization for dues as provided above, shall be required to pay certain fees hereafter referred to as "agency service fees", to the Union, pursuant to and in conformance with MGL Ch. 150E, s. 12, as amended. All of said

members of the bargaining unit shall be required as a condition of employment to make payment of said agency service fees to the Union on or after the completion of the 4-month probationary period.

5-4. The Town shall deduct from earned salary said agency service fees and remit all of said deducted sums to the Treasurer of the Union, together with a list of the employees from whom said fees have been deducted. Such remittance shall be made by the tenth day of the succeeding month, provided the Town has the necessary business equipment to effectuate such arrangement.

5-5. Dues and agency service fees may be changed from time to time, and in the event of such changes, the Treasurer of the Union will notify the Town, which shall make adjustments in the deduction of said dues and fees to reflect such changes.

5-6. The Town shall give written notice monthly to the Treasurer of the Union of those employees who become eligible for membership in the Union and of those employees who have resigned from employment or who have been terminated.

5-7. The Union shall indemnify and save the Town harmless against any claim, demand, suit, or other form of liability that may arise out of or by reason of action taken by the Town for the purpose of complying with this article, or in reliance on any assignment furnished to the Town.

5-8. 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 dues deductions.

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 6 - UNION BUSINESS

6-1. Local 690 Wayland -1 & 2 designated representatives and officers shall be allowed reasonable time off with pay during work hours to investigate, process and adjust grievances to attend hearings and meetings with Town officials, and to attend meetings involving contract negotiations with Town officials; all with prior notification and approval of the supervisory authority. Discretion in the exercise of these duties will be used to prevent interruption of services.

6-2. The Union shall forward to the Town a written list of its officers, members of its negotiating committee, executive board, grievance committee, and stewards, as applicable, as they are either elected or appointed, and shall promptly notify the Town of any change in those holdings such offices.

6-3. Local 690 Wayland -1 and AFSCME staff, officers and stewards shall have the right to visit employees, Local 690 Wayland -1 officials and stewards, and all committee members of Local 690 Wayland -1 on Town premises for the purpose of discussing union business with prior notification of the supervisory authority. Discretion shall be used in the exercise of these duties to prevent interruption of services.

6-4. Two (2) Local 690 Wayland -2 official or member may be elected or appointed by Local 690 Wayland -2 to represent it at each union-related conference or convention. Said official or member, who may differ for each event, shall be granted leave with pay for such purposes; but the total number of days of leave with pay for such purposes shall not exceed 5 work days per contract year. Requests for such leave shall be submitted to the supervisory authority at least 2 weeks prior to the time being requested.

6-5. The Town shall supply to the Union an original copy of this collective bargaining Agreement.

6-6. The Town shall provide, for exclusive use by the Union, a reasonable amount of bulletin board space where notices may be posted in all Town buildings wherein employees function.

6-7. Up to 3 members of the bargaining unit shall be permitted to participate in collective bargaining negotiations.

ARTICLE 7 - MANAGEMENT RIGHTS

7-1. The management of the Town, its operations, and work force are rights vested exclusively in the Town and, except as limited by specific provisions of this Agreement, the Town shall continue to have the sole and exclusive rights customarily reserved to management, including the right to hire, promote, and transfer; and, for the following, the right to discipline, demote, suspend, and discharge for just cause only; the right to relieve employees from duty because of lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require work during periods not considered customary; the right to select supervisory and management personnel and control their conditions of employment; and the right to establish rules pertaining to the operation of the facilities and permissible conduct of employees. The Town shall have the sole right to determine the process, mean, personnel, and equipment to be used, quality of material, quality and quantity of work required.

ARTICLE 8 - INDEMNIFICATION

8-1. The Town may provide legal defense for employees who are defendants in civil litigation arising from errors of commission or omission committed during the performance of duties on behalf of the Town. Said legal defense will not be unreasonably withheld.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9-1. The Union and its members will not cause, call, or sanction any strike, work stoppage, or slowdown, nor shall the Town lock out employees during the term of this Agreement.

ARTICLE 10 - PAST PRACTICE/ SAVINGS CLAUSE

10-1. Except as otherwise expressly provided for in this Agreement, all privileges and benefits that employees have hitherto enjoyed shall be maintained and continued by the Town during the term of this Agreement.

10-2. Should any provisions of this Agreement be found to be in violation of any federal or state law of the Supreme Judicial Court of Massachusetts or a federal court of competent jurisdiction, such decision will only affect that provision. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE 11 - TECHNOLOGICAL CHANGES

11-1. 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 a reasonable period of time, not to exceed 6 months, to train in the use of such new equipment, methods, and processes.

ARTICLE 12 - SUBCONTRACTING PROCEDURES

12-1. The Town shall make every reasonable effort to provide work for employees. In the event that work performed by said employees is subcontracted, the Town and the Union will cooperate to minimize the impacts of any such subcontracting.

ARTICLE 13 - GRIEVANCE PROCEDURES

13-1. For the purpose of this Agreement, a grievance shall be defined as a dispute regarding the interpretation or application of the language of this Agreement. Any incident which occurred prior to July 1, 2005 pertaining to the Community Health Nurses shall not be subject to the grievance procedure. Any incident which occurred prior to July 2, 2009 pertaining to the DPW Highway/Transfer Station/Parks Superintendent and DPW Water Treatment and Distribution Superintendent shall not be subject to the grievance procedure.

Step One: The Union or an employee covered by this agreement, may file a written grievance with the immediate supervisor or supervisory authority (dispatch to Police Chief) no later than 10 workdays from the date on which the incident giving rise to the grievance

occurred or when the employee or union should have known of the occurrence of the action or condition being grieved. The supervisor or supervisory authority shall meet with the employee and/or union within 10 workdays thereafter and shall give a written decision within 10 workdays of the meeting.

Step Two If the Union or employee is not satisfied with the disposition of the grievance at Step One, or if no decision has been rendered within 10 workdays, the Union or grievant may appeal to the Human Resources manager or its designee within 5 workdays. Such appeal shall be in writing setting forth the details of the grievance, the applicable provisions of the agreement alleged to have been violated, and the decision, if any, rendered at Step One. Within 10 workdays after receipt of the written grievance, a hearing shall be scheduled or a decision rendered. If a hearing is scheduled, it shall be held no later than 20 workdays following receipt of the appeal. A written decision shall be rendered within 5 workdays after the close of the hearing.

Step Three: If the Union or employee is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within 5 workdays, the Union or grievant may appeal to the Select Board or its designee within 5 workdays. The Select Board or its designee shall convene a hearing within 10 work days and shall render a written decision within 7 work days, starting the day following the close of the grievance hearing, or by 4:30pm on the day following the Board's next regular meeting, whichever is later. The Board's failure to issue a decision within the applicable time period shall be construed as denial of the grievance.

Step Four: If the Union is not satisfied with the decision of the Select Board or its designee, or if no decision has been rendered by the Select Board or its designee within 5 workdays of the close of the hearing, the Union may submit the grievance to arbitration within 10 workdays as provided within this agreement.

13-2. Any step or steps in the grievance procedure, as well as the time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the Union and the Town in writing. At each step of the grievance procedure where a decision is required, the decision shall be in writing.

13-3. Grieving employees and Union officials shall be compensated at their regular rate of pay during normal work hours for the processing of grievances and arbitrations. Requests for time off shall be made in advance and shall not be unreasonably denied.

13-4. At the request of the Union, grievances resulting from suspension, discharge or demotion shall be given priority over all other grievances being processed. Decisions resulting from disciplinary actions shall be rendered to the employee and to the Union. Whenever disciplinary action is necessary, the Town and the Union agree to the concept of progressive disciplinary action, except in cases of serious offenses as determined by the Town.

13-5. The Union may submit the grievance to the American Arbitration Association in accordance with its rules and procedures; or the parties may mutually agree to an alternative form of arbitration.

13-6. All arbitrated decisions shall be final and binding. The expense of all arbitration shall be final and binding. The expense of all arbitration shall be borne equally by the employee/Union (50%) and by the Town (50%).

13-7. Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof, may be submitted to arbitration. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement.

13-8. All matters concerning changes in wage schedules, monetary or wage benefits, or any other matters requiring the appropriation of money shall not become a subject for arbitration. It is understood that this paragraph shall not be applied to any other obligation arising under this Agreement.

13-9. The aggrieved employee, the Union, and the Town may mutually agree to extend any time limits identified in this article. If the Town fails to reply as required by this article within the time limits set forth in each of the steps of this grievance procedure, as such time limits may be mutually extended, then the employee or Union may file the grievance at the next step of the grievance procedure.

ARTICLE 14 - PERSONNEL RECORDS

14-1. Each employee shall be granted full access to his/her own personnel record and may at his/hers request, have a representative of the Union present during such access. 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 Manager, or designee, but shall be attached to the material being filed. If an employee refuses to sign any such material, the Town Manager, 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.

14-2. 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 15 - HOURS OF WORK, GRADES & VACANCIES

15-1. The work schedule outlined at Appendix B shall remain in effect for non-Community Health Nurse employees unless modified by joint agreement of the parties. The Community Health Nurses shall work 35 hours per week with a normal workday of 7 hours per day.

When foreseeable, the Town will notify the Union in advance of any change in grade, compensation, work schedule, or number of employees.

15-2. The various positions within the bargaining unit shall be assigned to a grade in accordance with Appendix A. All positions within the bargaining unit are professional salaried positions. Effective July 1, 2005 Appendix A will reflect wages on a weekly basis. The calculation shall be based on a 52-week pay year. It is not the intent of the Town to revert to annualized wages after July 1, 2005.

The Community Health Nurses positions shall have their own grade as identified in Appendix A. The Town and the Union agree that Community Health Nurses' wages are in need of adjustment as they were not included in the May 2022 Compensation Study due to their unique job structure (Town & Schools). The school year for Community Health Nurses is defined as 182.5 days with classes in session, 2 days of additional compensation for packing and unpacking health room materials at the beginning and end of the school year and 2.5 in service days as determined by the Public Health Director for a total of 187. Community Health Nurses' weekly wages shall maintain 26 annual pay periods per year. Designated paid holidays are included in the annual salary.

Pay rate for summer programs for CHN bargaining unit members is \$65.00 per hour.

15-3. Part-time bargaining unit members who regularly work a minimum of 15 hours per week shall be entitled to paid-time-off benefits on a pro-rated basis. This section does not apply to job share participants who are defined in Section 15-9.

15-4. 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.

15-5. 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) In weeks with a Monday holiday. Monday hours will be observed on Tuesday
- 3) The parties may discuss details of this work schedule after implementation and make any necessary adjustments jointly agreed to.
- 4) When a holiday is celebrated on a Friday, employees will work their 4 ½ Friday schedule on Thursday and receive 7 hours holiday pay on Friday.
- 5) For Thanksgiving week employees will work their 4 ½ Friday schedule on Wednesday and receive 7 hours holiday pay on Thursday and 7 hours holiday pay on Friday.
- 6) 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.

Night Shift: 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 Manager.

D. Shift Bids once a calendar or fiscal year (to be decided by Dispatch), dispatchers may opt to bid for a different shift. A dispatcher may also reserve the right to request an additional shift bid in the event of extenuating circumstances occurring to impose extreme hardship or to otherwise negatively impact the ability to work his or her assigned shift.

15-6 Part-time Work Schedules - With the approval of the Department Head, all part-time office/clerical employees may work a schedule that is within the Monday through Friday full-time office/clerical schedule. For Dispatch employees – all overtime is to be offered to full-time staff first. Anyone offered a part-time dispatch position is required to obtain and to maintain proper certifications and be in good standing with the State 911 Board while employed.

15-7. 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 15-4. 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.

Community Health Nurses shall receive a duty-free lunch period, offices with two nurses will coordinate coverage of the nurse office during lunch breaks.

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 \$12.00 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.

15-8. Office Closings –

- A. In the event that an Office/Clerical employee receives a notification that work has been canceled, per order of the Town Manager, said employee is to interpret the cancellation as a fully paid day.
- B. 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 dept. head and employee. This compensatory time will be equal to the hours worked by the employee. This does not apply to positions that are required to work based on job description.

15-9. Any position may be shared by more than one employee with the approval of the supervisory authority and the Personnel Board. Employees who share a full-time position shall be entitled to the fringe benefits of said full-time position on a pro-rata basis as permissible by law or benefit plan, to be negotiated between the employees sharing the position and their supervisory authority, and with the approval of the Personnel Board.

15-10. Individuals not included in the bargaining unit shall not perform work normally assigned to employees of the bargaining unit; except that during periods of illness or other extended absences, excluding scheduled vacation time, such individuals can perform said work.

15-11. The Union shall be permitted to submit to the appropriate supervisory authority recommendations for any and all content areas to be included in any examination for any classification within the bargaining unit, and upon receipt of such from the Union, the supervisory authority shall forward same to the Personnel Board.

15-12. The Town shall maintain an up-to-date classification and pay plan and system to enable the Town to review and update job descriptions. Individual requests for classification reviews need not be linked to contract negotiations. Should the Union or an employee believe that the employee's position is improperly described or classified, the Union or employee may, through the supervisory authority, request that a study of the position be conducted by the Personnel Board, which shall complete said study and submit a copy to the requesters

within 4 months of said request. Unless the essential functions or the responsibilities of the position are demonstrably changed, no more than 4 positions may be submitted for review in any calendar year.

15-13. Announcements of all vacancies within the bargaining unit, whether new or to be re-filled, shall be distributed by email to each Town department when the decision to re-fill them is made, and shall be posted within the Town offices for no less than 1 week. All qualified bargaining unit members who apply for the vacancy shall be interviewed.

15-14. 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.

15-15. 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 shall 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.

15-16. 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.

15-17. 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.

15-18. 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 16 – PROMOTIONS-SENIORITY

16-1. 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

16-2. 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.

16-3. 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.

16-4. 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 17 – LAYOFF AND RECALL

17-1. 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.

17-2. 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.

17-3. 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 which they are qualified for. 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.

17-4. 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.

17-5. 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.

17-6. 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 18 - WORKING OUT OF GRADE OR POSITION

18-1. Except for scheduled vacations, whenever an employee is required by his supervisory authority or supervisor to work in a higher grade or position for a period of more than 20 consecutive work days, such employee shall be notified in writing that he is required to do so no less than 24 hours before starting to work, or sooner if possible, in the higher grade or position. While working in the higher grade or position, such employee shall receive the salary rate at the step within said higher grade equal to 1 step higher than his current grade, retroactive to the first day of such assignment.

ARTICLE 19 - PAY SCHEDULES

19-1. 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:

Effective July 1, 2021 2.00%

Effective July 1, 2022 2.50%

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

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.

19-2. 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 6.0%. Dispatchers regularly assigned to the night shift shall receive a shift differential of 7.0%. 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.

19-3. 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 or 1 hour of compensatory time for every 8 hours as compensation for training duties.

19-4. 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.

19-5. All other newly appointed employee may be hired at any step in the pay schedule, except that Personnel Board approval shall be required for appointment above the fourth step. Said employee, upon the written approval of his supervisory authority and for no less than a satisfactory evaluation, shall receive a 1-step increase at the completion of 6 months employment, and an additional 1-step increase on each anniversary date thereafter until the maximum of the grade has been achieved. An employee who receives an unsatisfactory performance evaluation may be placed on a performance improvement plan. If the employee so requests, a union representative may be present.

For the purposes of step increases, a new anniversary date shall be established for reclassified employees, which shall be the effective date of the reclassification as voted by the Personnel Board. Reclassified employees shall only be eligible for a 1 step increase on each subsequent anniversary following a reclassification.

19-6 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.

19-7. Except for scheduled vacations, whenever an employee is required by his supervisor to work in a higher grade of position within the bargaining unit for a period of more than 5 consecutive work days, such employee shall be notified in writing that he is required to do so no less than 24 hours before starting to work, or soon if possible, in the higher grade or position. While working in the higher grade or position, such employee shall receive the salary rate at the step within said

higher grade equal to 1 step higher than his current grade, retroactive to the first day of such 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 Manager/HR Director. In the event that overtime hours are required during this period, Article 11, Overtime shall be paid at the new rate.

19-8 The duties of an employee may be reviewed by request of 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.

19-9. All reclassifications shall be effective upon the date of approval by the Personnel Board.

19-10. After the first 6 months of employment, all employees 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.

19-11. 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.

19-12. Not later than June 1 of each year, at least 1 written performance evaluation shall be prepared for each bargaining unit member that is not at top step 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.

19-13. All other employee performance evaluations shall be completed by the supervisory authority and submitted to the Human Resources Department following the completion of the employee's 6-month probationary period and by each anniversary date, said date being the date of hire of the employee, or if reclassified, the date of each employee's last reclassification. All subsequent steps required to complete the evaluation shall be completed within 30 calendar days by the Personnel Board or its designee. If deadlines are not met or in any event, all steps and pay increases, and other benefits that would otherwise be due as a result of a passing evaluation, shall be retroactive to the employee's anniversary date, except evaluations requiring additional supervisory board action. Copies of all performance evaluations will be retained in the employee's personnel file.

19-14. Effective July 1, 2007 the Community Health Nurses shall be paid in accord with Appendix A. Effective July 1, 2007 the Community Health Nurses who worked the previous school year shall be placed at Step 6 on the wage scale.

19-15. Upon attaining a Masters' Degree Community Health Nurse and Public Health Nurse shall be eligible for an annual payment of \$1,500. The degree must be in a relevant nursing or public health discipline as determined by the Human Resources Director.

19-16. 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 all employees.

19-17. Newly hired or rehired employees following a 5-year break in service shall be required to serve a probationary period of six 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 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. Newly hired dispatchers shall be required to serve a probationary period of three months to commence upon the successful completion of training requirements. In the event that a dispatcher who already meets the training criteria for the position (a lateral dispatcher) is hired, he/she will serve a probationary period of six months commencing on the date of hire.

ARTICLE 20 - OVERTIME

20-1. 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.

20-2. Hours of work will not be changed to avoid the payment of overtime.

20-3. 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.

20-4. 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.

20-5. 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.

20-6 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 21 - MEAL ALLOWANCE

21-1. The Town shall furnish a meal to any employee who is requested by his/her supervisory authority to work at least 3 hours either immediately prior to the beginning of, or immediately following the end of his regular work day. In addition, this provision will apply to evening meetings, except evening meetings on Monday or Tuesday when Monday is a holiday, when said meetings are not held immediately following the end of the regular work day. In the event the Town is unable to furnish meals, the Town shall provide the employee with a \$12.00 meal allowance.

ARTICLE 22 - UNIFORM ALLOWANCE

22-1. DISPATCH 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. Uniform allowance shall be made available on or around July 1 of each fiscal year. Uniform allowance may only be used toward the purchase of uniform clothing as approved by the Wayland Chief of Police.

22-2. ALL OTHER APPLICABLE STAFF The Town shall include \$355.00 per year into the salary for field related clothing and construction boots for each employee, with the exception of the following positions: Accountant, Treasurer/Collector; Director, Council on Aging; Director, Youth Services; and Assistant Director/Clinical Supervisor, Youth Services; and Clinician.

ARTICLE 23 - ATTIRE

23-1. 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 Manager, T-shirts with logos, sweat pants, spandex, gym shorts, and similar items of apparel are not permissible.

ARTICLE 24 - CAR MILEAGE ALLOWANCE

24-1. Mileage allowance for private automobiles will be paid to those employees who are required and authorized by their supervisory authority or 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. The rate will be adjusted each year to coincide with revisions by the Internal Revenue Service. Requests for mileage reimbursement will normally be submitted within 30 days of incurring the expense.

ARTICLE 25 - REQUIRED & SPECIAL LICENSE ALLOWANCES

25-1. Except for Class D drivers' licenses, the Town shall assume the cost of all approved job-related licenses required to be held by employees.

25-2. A DPW Highway/Transfer Station/Parks Superintendent and DPW Water Treatment and Distribution Superintendent who holds a special license not required by his/her job

description and uses that special license to perform work for the Town, shall be compensated three hundred (\$300) per year. In order to qualify for the compensation, the employee is required to have prior approval of the DPW Director. Special licenses for the purposes of the section shall mean HVAC License, Scuba Diver License, Licensed Electrician, Licensed Plumber and any additional special licenses the DPW Director may deem necessary for operations. Compensation for special licenses will be subject to applicable tax deductions.

ARTICLE 26 - PROFESSIONAL DEVELOPMENT

26-1. The Town shall provide an educational allowance fund, up to a maximum of \$1,000 per employee per fiscal year, to reimburse eligible employees for educational costs in accordance with the provisions of this article.

26-2. All employees are eligible to participate in this allowance upon completion of 12 months of continuous employment. Employees receiving educational aid from any grant, scholarship, or veteran's benefit shall have educational allowance granted hereunder reduced by the amount of said grant, scholarship, or veteran's benefit.

26-3. Courses shall be approved that are directly related to the employee's present position assignment or that will increase the employee's qualifications for advancement within his department. Each full-time employee may take no more than 4 courses for reimbursement during each fiscal year; each part-time employee may take no more than 2 courses for reimbursement during each fiscal year; and the combined total of such courses taken by employees sharing one permanent full-time position may not exceed 4 during each fiscal year. One course means a course taken during one semester or term.

26-4. Employees wishing to participate in this program must have their course approved prior to enrollment in such course. Prior approval is obtained by the employee submitting to his supervisory authority, with a copy to the Human Resources Director, an "Application for Educational Allowance" for each course to be taken. Applications must be approved by the supervisory authority and the Human Resources Director. The supervisory authority will forward all such applications to the Town Accountant for approval as to availability of funding. Applications will be approved based on the date that completed "Applications for Educational Allowance" are received in the Town Accountant's Office.

26-5. Employees shall be reimbursed for all costs upon passing an approved course. Approved courses that are not completed and passed--as defined by the institution offering said courses--are not reimbursable under this plan. All reasonable costs associated with attendance at and completion of approved course are reimbursable under this plan, and include, but are not limited to, tuition, registration and application fees, lab fees, books. To receive reimbursement an employee must submit to his supervisory authority and the Human Resources Director a copy of all bills and invoices from the school, plus proof of payment of said bills and invoices, plus an accounting of all costs that are not billed; plus certification of attendance and passing grade. The supervisory authority and the Human Resources Director, upon signing said documentation, shall forward same to the Town Accountant for payment. The employee must be on the active payroll as an employee as of the date said course was

completed. The Town is not liable for any taxes or assessments to federal, state, town, or county governments due on any reimbursements paid to employees under this plan.

26-6. When an employee is directed by the Town to attend a course as part of the job, the Town will pay directly for all costs associated with such attendance where possible, and reimburse the employee for all such costs that cannot be paid for directly, including mileage for travel to and from said course. No payment for such courses shall be made from, nor be considered part of, the educational allowance benefit of this article.

26-7. If an employee attains a master degree in a field of study directly related to his/her position, he/she shall be, if not at the maximum of the applicable pay grade, advanced to the next step within his/her pay grade. This step increase shall not change the employees' anniversary date with regard to future step increases.

26-8. Community Health Nurses shall be eligible for this article.

ARTICLE 27 - HOLIDAYS

27-1. The following shall constitute the official paid holidays to be granted to each non-Community Health Nurse employee, clerical employees and dispatchers in each calendar year: New Year's Day, Martin Luther King's Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day; and any other holiday as determined by the Select Board. Effective July 1, 2008 the day after Thanksgiving will be added as a paid holiday.

27-2. ? 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.

27-3. 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.

27-4. 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.

27-5. For all other employees, when one of the foregoing holidays is celebrated on a Sunday, the holiday will be observed on the following Monday. When one of the foregoing holidays falls on a Saturday, the holiday will be observed on the preceding Friday.

27-6. If a holiday is celebrated on a regularly scheduled work day, full-time employees shall be entitled to the day off and shall be paid for the number of hours in his/her official work

schedule for that day. Part time and job share employees shall be entitled to the day off and shall be paid for the average number of hours worked per week divided by five, for that day.

27-7. Whenever an employee is required to work on a holiday, he shall be paid for the number of hours in his official work schedule for that day, plus he shall receive compensatory time off. Any employee reporting on such a holiday shall be so compensated with at least one-half (1/2) day.

27-8. If a holiday is celebrated on an employee's regularly scheduled day-off, he/she shall receive a day-off with pay for the average daily hours worked based on the regular hours worked per week.

27-9. If a holiday falls on a regularly scheduled work day within an employee's vacation period, the employee shall not be charged vacation leave for his absence on that date.

27-10 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. This section will not apply to employees absent on approved workers' compensation leave.

27-11. 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.

27-12. 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.

27-13. The following 10 holidays have been incorporated into the wage schedule for the Community Health Nurses: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Patriots' Day, Memorial Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Should any of the aforementioned holidays not fall during the school year, the Community Health Nurses shall not receive pay for said holiday. With the exception of the day after Thanksgiving, the Community Health Nurses shall be granted any other holiday as determined by the Select Board that falls during the school year. With the exception of Section 23-6, no other provisions of Article 23 – Holidays shall apply to the Community Health Nurses.

ARTICLE 28 - ANNUAL VACATION LEAVE

28-1. Effective July 1, 2022 all vacation time will be front loaded every fiscal year as opposed to hire date/anniversary, except newly hired members who receive their vacation accrual at the end of their probationary period based on date of hire. Vacation credits shall accumulate and shall be credited in accordance with Section 3 of this article, with an accurate accounting of said leave reported to each employee quarterly or upon the employee's request.

New hires can get credit towards years of service from other similar municipal experience at the discretion of the Human Resources Manager.

28-2. All employees on the Town payroll as of **March 27, 2015** who are covered by this Agreement shall receive vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave with Pay</u>
Up to 10 years	20 work days
10 years or more	25 work days

All Employees hired on or after March 28, 2015 who are covered by this agreement shall receive vacation leave with pay according to the following schedule:

<u>Years of Service</u>	<u>Annual Vacation Leave with Pay</u>
Up to 5 years	15 work days
5 years or more	20 work days

New hires may receive credit for years of service from other similar municipal experience at the discretion of the Human Resources Manager.

Newly hired employees will begin to accrue vacation leave after the successful completion of their probationary period. Newly hired employees who successfully complete their probationary period will accrue vacation leave back to their date of hire.

28-3. The schedule for earning vacation leave is as follows:

For 15 days per year: 105 hours/year

For 20 days per year: 140 hours/year

For 25 days per year: 175 hours/year

28-4. This earning schedule is based on 260 regularly scheduled work days per year and a 5-day work week. Part-time employees shall earn vacation leave at the same rate that is calculated on the number of days worked, provided they regularly work a minimum of 20 hours per week. Vacation leave shall be prorated between employees sharing full-time positions. Vacation leave may be taken in 2 hour increments. Employees' requests for vacation leave shall be pre-approved by the Department Head. Department Heads shall provide the Town Manager or designee with 48 hours of notice for vacation requests less than 5 days. Department Heads shall provide the Town Manager or designee with 5 days of notice for vacation requests of 5 days or more. Said requests shall not be unreasonably denied.

28-5. Commencing the first day of the first July following the implementation of this Agreement, and each July 1 thereafter, an employee shall be compensated for each day, or portion thereof, of vacation leave that said employee was unable to utilize due to unforeseeable work circumstances. Said circumstances must be approved by the supervisory authority, and by the Town Manager no later than June 1 of the year for which the request for said payment is made.

28-6. When the service of an employee shall be terminated by resignation, death, dismissal, or otherwise, if such employee shall not have used vacation leave equal to his vacation credits accrued up to the termination date, such employee or his estate shall on such termination be entitled to receive full pay for vacation credits pro-rated as of the date of termination.

28-7. Each eligible employee may be allowed to take 4 consecutive weeks of earned vacation leave during any calendar year. Said leave shall be subject to approval of the department head or supervisory authority and subject to the operational efficiency of the department and shall not be unreasonably denied.

28-8. An employee who becomes ill during the course of vacation leave shall be given an opportunity to change said vacation 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.

28-9. Effective January 1, 2015, up to 10 accumulated vacation leave days may be carried forward to, and shall be used within, the next leave year. With permission of the Town Manager, 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.

28-10 When an employee is not on payroll and has been absent due to illness for more than 10 consecutive working days, he will not accumulate vacation leave for the period of the absence.

28-11. Nothing in Article 28 – Annual Vacation leave shall be applicable to the Community Health Nurses.

ARTICLE 29 - SICK LEAVE & WORKER'S COMPENSATION

29-1. Sick leave with pay shall be granted to employees covered by this Agreement. Sick leave with pay is hereby defined to mean a necessary absence from duty due to personal illness or injury, or exposure to contagious disease.

29-2. Employees shall be granted 13 days of sick leave during each year of service, to be accumulated without limit, and shall be credited at the rate of 7.5840 hours/month, with an accurate accounting of said leave reported to each employee upon the employee's request and quarterly.

29-3. The Community Health Nurses shall accrue sick leave at the rate of 7.5840 hours/month during the school year. Partial months of the school year shall be pro-rated based upon the number of school days in the original school calendar.

29-4. Each regular dispatch employee shall accumulate sick leave for personal illness, at the rate of 8.1250 hours/month to a maximum of 97.500 hours per year

29-5. 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

29-6. When an employee is unable to work due to illness or non occupational injury, the employee may use sick leave, not to exceed the limit of the employee's accrued sick leave, and be compensated at his/her regular rate of pay. Sick leave may be used in hourly increments with a minimum usage of 2 hours.

The supervisory authority must be satisfied that the leave is caused by the employee's illness. A doctor's certificate (Appendix C) may be required by the Town in connection with a claim for sick leave, including future sick leave, when a pattern of absences of any duration reasonably raises a suspicion of an abuse of sick leave or when the supervisory authority has reason to believe that an absence is not due to the employee's illness.

A sick leave certificate (Appendix C) will be required for absences of more than 5 consecutive work days.

If an employee refuses to submit a requested certificate, the Town shall be entitled to refuse sick leave and/or take such disciplinary action as maybe appropriate.

29-7. Employees may utilize up to 4 days of accrued sick leave per calendar year for the purpose of caring for a member of their immediate family (spouse, child or parent). The use of this benefit shall be for unforeseen short-term illnesses and may be used on an intermittent basis.

29-8. In the event an employee is incapacitated as the result of bona fide injury or sickness arising out of and in connection with service to the Town and for which Worker's Compensation is payable, he shall be granted the difference between Worker's Compensation payments and his regular straight time rate of pay on the same basis and under the same procedures as set forth in this article for sick leave. Whenever an employee shall be absent from his duties and receiving compensation as provided in the Worker's Compensation Law, he shall be granted sick leave in accordance with the rules applicable thereto. Deductions from accumulated credits shall be applied only to that part of his salary which is paid as an addition to Worker's Compensation payment. Annual vacation leave credits may be applied in the same manner. When such absence shall not be covered by sick leave or annual leave, it

shall be deemed to be leave without pay. An employee suffering an occupational injury, eligible for medical payments under Worker's Compensation, who returns to work within 5 days of receiving said injury may, at his election, be compensated out of his sick leave, if any.

29-9. An employee who is receiving Worker's Compensation shall be permitted to use his accumulated sick leave or his available vacation leave in 1-hour increments for the purpose of receiving the difference between what he receives under Worker's Compensation and his regular weekly salary. The Town, at the employee's election, shall pay him the necessary amounts and charge them to his unused and accumulated sick leave or available vacation leave.

29-10. When an employee is not on payroll and has been absent due to illness for more than 10 consecutive working days, he will not accumulate sick leave for the period of the absence.

29-11. 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 work available as determined by the Department Head and the Human Resources Director. If the Department Head is requesting modified duty, the Human Resources Director shall determine the availability of work. 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 availability of work or the supporting medical documentation.

29-12. Effective March 9, 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.

29-13. 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 (this Appendix would be in Contract 1) Certificate of this contract and must be presented upon the employee's return-to-work.

29-14. Each employee with no sick leave taken in the Calendar year shall be entitled to 1 additional annual leave day during the following Calendar year.

29-15. 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.

an additional ½ day's base pay for no sick leave used during the full fiscal year

ARTICLE 30 - SICK LEAVE BANK

30-1 The sick leave bank will be managed and administered by a sick leave bank committee consisting of 5 members, 3 members from the AFSCME union, and 2 members from management. The committee shall meet at least once every calendar year to administer the bank.

30-2. The purpose of the sick leave bank shall be to permit employees who have exhausted their paid sick leave accumulation to continue on paid sick leave by withdrawing paid sick leave days from the bank's general fund.

30-3. The bank's general fund shall be the accumulation of contributions by individual employees. All employees will be required to contribute 1 day of paid sick leave per year to the general fund from their personal accumulation. Part-time employees will contribute on a pro-rata basis. Employees irrevocably waive any personal rights to use or take advantage of the contributed days, and irrevocable waive any legal or equitable relief or recourse against the Town or against the Union relative to the sick leave bank. 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.

30.4. Employees who have exhausted their sick leave accumulation may be allowed to withdraw from the fund. Said withdrawals shall be requested by employees and must be approved by the committee. The committee may approve withdrawals up to the balance of the fund. The committee shall not normally approve requests for more than 30 calendar days per employee per withdrawal. Up to a maximum of 2 withdrawals for a total of 60 calendar days may be approved by the Committee per employee per calendar year.

30.5. Whenever the accumulation of the bank shall have fallen below ten (10) days, the committee shall notify in writing all employees of the bargaining unit. Employees shall within fifteen (15) days after the giving of said notice, assign one (1) additional day to the sick leave bank. Any employee who shall have exhausted his personal sick leave accumulation on the date of the giving of said notice, shall assign the additional day at the time when his personal sick leave accumulation exceeds one (1) day. Further, such member shall retain his rights in the bank until such period of assigning the additional day has expired.

30.6. The committee shall notify the Town in writing of approved withdrawals. The Town shall then adjust payroll and personnel records accordingly. The Town may conduct annual audits of the sick leave bank.

30.7. Decisions of the committee shall be binding, fair, and equitable. The grievance provisions of this Agreement shall not apply regarding the sick leave bank.

30.8. The committee shall establish and maintain rules for administering the sick leave bank consistent with these provisions, and as approved by the Personnel Board, including provisions for repayment to the bank of days utilized.

30-9. Employees who retire or leave employment with the Town may donate up to 20 sick leave days to the Sick Leave Bank, provided that the total Sick Leave Bank does not exceed the 300 day cap established in the rules and regulations by more than 40 days. Any such donation must be submitted to the committee in writing.

ARTICLE 31 - BEREAVEMENT LEAVE

31-1. Employees shall be entitled to leave with pay for 3 workdays in the event of death of a member of an employee's immediate family. The term "immediate family" shall mean an employee's father, mother, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew, or any other person residing in the employee's household. In the event of death of the employee's spouse, child, parent or step-parent, the employee shall be granted 5 workdays leave with pay.

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 32 - JURY LEAVE

32-1. Every employee who is ordered by the appropriate authority to report for jury duty shall be granted a leave of absence from his regular duties during the actual period of such jury duty, and shall receive for such period of jury duty his regular pay, and shall accumulate all other benefits at his regular rate of accumulation. In order to qualify for jury leave, the employee shall provide reasonable documentary proof of actual service of jury duty to the Human Resources Director. The employee shall reimburse the Town for any jury payments received from the court for time served. Employees serving on jury duty should make every reasonable attempt to report for work when not actively serving on a jury.

ARTICLE 33 - MILITARY LEAVE

33-1. Any employee hired prior to April 1 in any year who is absent for an ordered tour of military training duty with a US military organization, reserve, or National Guard unit will be paid the difference between his regular weekly pay rate and his certified military pay for each week of such absence, as provided in MGL Ch. 33, s. 59.

33-2. Employees on such absence shall accumulate sick leave and annual vacation leave credits at their regular rate of accumulation. Such accumulations shall be carried over to the credit of said employee at the conclusion of each calendar year during such absence.

33-3. Employees on such absence shall be granted yearly salary increases when due in accordance with the conditions of eligibility outlined in this Agreement. At the conclusion of such absence, the employee shall be returned to his position, subject, however, to applicable federal and state laws.

33-4. Such training activities as defined in this article shall not include weekly drill nights or similar drill periods lasting less than one day, or training periods voluntarily engaged in by the employee beyond the training period required generally of the members of the armed services.

ARTICLE 34 - SMALL NECESSITIES LEAVE

34-1. 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 35 - OTHER LEAVE

35-1. An employee may apply for and be granted leave without pay for any unusual condition, such leave to be approved by the supervisory authority and by the Personnel Board. If a leave of absence is granted, no benefit provisions of this agreement will apply to include paid time-off, during this absence. However, prior continuous service will be retained for purposes of and eligibility for benefits. An employee may remain covered by the Town's Group Insurance Plan if he pays 100% of the premium.

When an employee is on sick leave or receiving benefits under workmen's compensation and his accrued time expires, he will fall under the provisions of this article.

35-2. An employee shall be entitled to FMLA leave for any of the purposes listed in the federal Family and Medical Leave Act of 1993 (FMLA), as it may be amended. Employees

will be required to comply with any obligations defined in the legislation. For items not defined by law, Town policy will apply. For the purpose of determining leave eligibility under FMLA, the twelve-month roll back method shall be used. While on FMLA leave, an employee may use already accrued sick and/or vacation leave.

35-3. Compensatory Time Off –

- 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.

35-4. Emergency Time Off - When an emergency exists--as declared by the Board of Selectmen, the Superintendent of Schools, the Commonwealth of Massachusetts, or the federal government--and employees are released from duty because of said emergency, any employee remaining on duty shall be allowed to take compensatory time off.

35- 5. Personal Leave – Non-Community Health Nurse Employees (excluding dispatchers) 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.

Personal Leave - Dispatchers 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. 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.

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

Employees in pay status on July 1st of each calendar year, or hired between July 1st and September 30th, shall receive 2 personal days.

Employees hired between October 1st and December 30th, shall receive 1.5 personal days.

Employees hired between January 1st and March 31st, shall receive 1 personal day.

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

Personal Days shall not be subject to the probationary period.

35-6 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 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.

35-7 During periods of severe weather emergencies, the DPW Highway/Transfer Station/Parks Superintendent and the Water Treatment and Distribution Superintendent and the Water Treatment Plant Manager (hereinafter referred to as the "Superintendents") may be required to work additional hours to manage emergency operations within their areas of responsibility. During declared states of emergencies affecting Wayland, either declared by the Governor or declared by the Wayland Board of Selectmen, the Superintendents will be compensated for additional hours worked in their capacity as Superintendents at their regular hourly rate of pay. Compensation will only be for hours worked on-site.

During a natural or man-made disaster which is not a declared state of emergency, the Town Manager may approve compensation for the Superintendents consistent with the terms set forth in the previous paragraph. The decision of the Town Manager shall be final and binding. Any such decision will not be subject to the grievance process.

Nothing in this memorandum shall change or imply a change to the compensation due any other member of the bargaining unit. Positions within the bargaining unit shall remain

consistent with the definition contained in Section 15-2 of this Agreement which states, "All positions within the bargaining unit are professional salaried positions."

Should a DPW Superintendent plow snow at the sole direction of the DPW Director, the DPW Superintendent shall be compensated at the top step of the Sr. Foreman, Grade D9 in accordance with the Sr. Foreman's overtime provisions.

ARTICLE 36 - ASSOCIATION LEAVE

36-1. 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.

36-2. 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.

36-3. 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 37 - GROUP INSURANCE/BENEFITS

37-1. The Town shall continue to provide group life and accidental death and dismemberment insurance coverages, or their equivalents, and group medical coverage, for all employees in the bargaining unit who are eligible for such coverage, and it shall make every effort to make it possible for each employee to purchase additional life insurance under a group insurance plan.

37-2.

- a. In accordance with Massachusetts General Laws, only those bargaining unit members who are regularly scheduled to work twenty (20) hours or more per week will be eligible for group health insurance.
- b. The Town agrees that in the event that it is unable to provide coverage through any carrier, or if they should choose to offer any other health insurance plan(s), the Town will contribute at least the same percentage rate(s) for a comparable plan(s).
- c. Providing cost-effective health insurance is beneficial to both the Town and bargaining unit members. In order to meet that objective the Union recognizes that group health insurance plans, carriers, providers, benefits, coverages, deductibles, co-payments and prescription co-payments may change from time-to-time.

The parties agree, that at any time and at the request of either party, they will engage in bargaining over group health insurance (including but not limited to carriers,

providers, benefits, coverages, deductibles, premiums, premium contribution rates, co-payments and prescription co-payments). Both parties recognize that reasonable advance notice shall be given for bargaining over proposed changes.

- d. The parties agree that the Town may, at its discretion, provide group health insurance exclusively through MIIA. This one time change shall occur only during the life of this contract. For any change made after July 1, 2006 the Town shall negotiate with the union as described in paragraph c. 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</u>	<u>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.

- 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%.

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

For employees participating in a job share and working 20 hours or more per week, the health insurance contribution rates will be equivalent to full-time employees. For employees participating in a job share and working less than 20 hours per week, there is no eligibility for health insurance.

37-3. The Town shall provide at least 1 group dental protection plan and at least 1 group long term disability insurance plan on a non-participating basis unless, after every reasonable effort is made to obtain such plan or plans, no company or carrier offers to provide such plan or plans. In the event that the Town negotiates to provide a co-payment for group dental insurance with any other bargaining unit, the change shall be applicable to this bargaining unit.

37-4. Employees shall be eligible to participate in a deferred compensation plan offered by or through the Town.

ARTICLE 38 - CPR TRAINING

38-1. The CPR stipend for employees is eliminated, except as noted below for dispatchers. Base annual wages for Grades G-1 through G-9 shall be increased effective June 30, 2011 by \$250.00. Grades G-7A and G-15 are not included in this adjustment.

38-2. Any Joint Communication Dispatcher 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 39 - ALTERATION OF AGREEMENT

39-1. The Town and the Union acknowledge that this Agreement represents the results of collective bargaining negotiations between said parties conducted under and in accordance with the provisions of MGL, Ch. 150E, and constitutes the entire agreement between the parties for the duration of the life of this Agreement. After execution of this Agreement, this Agreement may be altered or modified only by the mutual consent of the parties, and any alteration or modification of this Agreement shall be binding upon the parties hereto only if executed in writing.

39-2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE 40 - STABILITY OF AGREEMENT

40-1. The failure of the Town or the Association/Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Town or the Association/Union to future performance of any such term or condition, and the obligations of the Association/Union or of the Town to such future performance shall continue in full force and effect.

40-2. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Town.

40-3. Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. The parties agree to meet and discuss the extent, if any, to which the portions declared invalid should be amended.

ARTICLE 41 - SEVERABILITY

41-1. In the event that any article, paragraph, section, or portion of this Agreement, or any arbitrator's decision rendered under the terms of this Agreement, is found to be invalid by a decision of a tribunal of competent jurisdiction, or is unreasonably inconsistent with any national policy of wage and price controls, or shall have the effect of causing loss to the Town of funds made available through federal or state law, such specific article, paragraph, section, portion, or arbitrator's decision, specified in such tribunal decision, or so in conflict, or having such effect, shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such event the Union or the Town shall have the right immediately to re-open negotiations solely with respect to a substitute for such article, paragraph, section, portion, or arbitrator's decision. The Union and the Town shall use their best efforts to contest any such loss of federal or state funds that may be threatened.

ARTICLE 42 - DURATION OF AGREEMENT

42-1. This Agreement shall be effective as of the 1st day of July 2021, and shall remain in full force and effect until the 30th day of June 2022. This Agreement shall be automatically renewed from year to year after the 30th day of June 2022, unless either party shall notify the other in writing prior to the 1st of April 2022 that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than 30 days from the date of said notice. This Agreement shall remain in full force and effect during the period of negotiations, and until notice of termination of this Agreement to the other party.

ARTICLE 43 - WAIVER

43-1. 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

APPENDIX A: WAGE SCHEDULE

APPENDIX A

WAGE SCHEDULE - Continued

Effective: July 1, 2021 - 2% adjustment

Effective	1-Jul	2021	FY 2022	2%	2.50%	2.50%				
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 15	Step 20
G-1	45,198	46,703	48,268	49,875	51,536	53,252	55,026	56,858	58,279	59,736
G-2	46,940	48,489	50,104	51,758	53,466	55,230	57,053	58,935	60,409	61,919
G-3	51,807	53,500	55,249	57,056	58,921	60,847	62,836	64,890	66,513	68,175
G-4	55,935	57,763	59,652	61,602	63,615	65,695	67,842	70,060	71,812	73,607
G-5	60,385	62,360	64,401	66,507	68,683	70,930	73,250	75,647	77,538	79,476
G-6	65,175	67,312	69,519	71,798	74,152	76,583	79,093	81,686	83,729	85,822
G-7	71,234	73,567	75,977	78,465	81,035	83,689	86,431	89,261	91,493	93,780
G-7A	74,094	76,533	79,053	81,656	84,345	87,122	89,991	92,954	95,277	97,659
G-7B	74,416	76,854	79,373	81,973	84,659	87,433	90,298	93,256	95,588	97,977
G-8	77,598	80,143	82,773	85,488	88,293	91,189	94,181	97,271	99,702	102,195
G-8A	81,100	83,759	86,505	89,341	92,270	95,294	98,418	101,645	104,186	106,791
G-9	84,565	87,337	90,199	93,155	96,208	99,361	102,617	105,980	108,630	111,346
G-10	91,836	94,845	97,954	101,164	104,479	107,904	111,440	115,092	117,969	120,919
G-15	55,461	57,598	59,816	62,120	64,512	66,997	69,577	72,257	74,064	75,915

G-1 Former C14
G-2 Former C15

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| G-1 Department Assistant
G-2 DPW Administrative Coordinator
G-3 JCC Dispatcher
G-4 JCC Dispatcher Coordinator
G-6 Accountant
G-6 Local Building Inspector
G-7 Project Manager
G-7 Town Surveyor
G-7B Water Treat/Comp Manager
G-8 Town Planner
G-9 Building Commissioner
G-9 Heath Director | G-2 Assistant Town Clerk
G-2 Finance Assistant Accounting
G-3 Administrative Assessor
G-5 Assistant Assessor
G-6 Assistant Recreation Director
G-6 Sanitarian/Health Agent
G-7 Assistant Youth Dir/Clin Supervisor
G-7A Public Health Nurse
G7B Waste Water Treat/Comp Manager
G-8 Youth and Family Services Director
G-9 DPW Hwy/Park/TS Superintendent
G-9 Treasure/Collector | G-2 Assistant Treasure/Collector
G-2 Finance Assistant Payroll
G-4 Recreation Program Coordinator
G-5 Clinician
G-6 DPW Business Manager
G-6 Land Use Coordinator/Administrative
G-7 GIS Analyst
G-7B COA Director
G-8 Conservation Administrator
G-9 Assessing Director
G-9 DPW Water Superintendent
G-15 Community Health Nurse |
|--|--|--|

APPENDIX A

WAGE SCHEDULE - Continued

Effective: July 1, 2022 - 2.5% adjustment

Effective STEP	1-Jul		2022	FY 2023	2.5 %		2.50%		2.50%	
	1	2	3	4	5	6	7	8	15	20
G-1	46,328	47,871	49,475	51,122	52,824	54,584	56,401	58,279	59,736	61,230
G-2	48,114	49,702	51,357	53,052	54,802	56,611	58,479	60,409	61,919	63,467
G-3	53,102	54,838	56,631	58,482	60,394	62,368	64,407	66,513	68,175	69,880
G-4	57,333	59,207	61,143	63,142	65,206	67,337	69,539	71,812	73,607	75,447
G-5	61,895	63,919	66,011	68,170	70,400	72,703	75,082	77,538	79,476	81,463
G-6	66,804	68,994	71,256	73,593	76,005	78,497	81,071	83,729	85,822	87,967
G-7	73,015	75,406	77,876	80,427	83,061	85,782	88,591	91,493	93,780	96,125
G-7A	75,946	78,447	81,030	83,698	86,454	89,300	92,240	95,277	97,659	100,101
G-7B	76,277	78,776	81,357	84,022	86,775	89,619	92,555	95,588	97,977	100,427
G-8	79,537	82,147	84,842	87,625	90,500	93,469	96,535	99,702	102,195	104,750
G-8A	83,128	85,853	88,667	91,574	94,576	97,677	100,879	104,186	106,791	109,460
G-9	86,679	89,520	92,454	95,484	98,613	101,845	105,183	108,630	111,346	114,129
G-10	94,132	97,217	100,403	103,693	107,091	110,601	114,226	117,969	120,919	123,942
G-15	56,848	59,038	61,311	63,673	66,125	68,672	71,317	74,064	75,915	77,813

G-1 Former C14
G-2 Former C15

G-1 Department Assistant
G-2 DPW Administrative Coordinator
G-3 JCC Dispatcher
G-4 JCC Dispatcher Coordinator
G-6 Accountant
G-6 Local Building Inspector
G-7 Project Manager
G-7 Town Surveyor
G-7B Water Treat/Comp Manager
G-8 Town Planner
G-9 Building Commissioner
G-9 Health Director

G-2 Assistant Town Clerk
G-2 Finance Assistant Accounting
G-3 Administrative Assessor
G-5 Assistant Assessor
G-6 Assistant Recreation Director
G-6 Sanitarian/Health Agent
G-7 Assistant Youth Dir/Clin Supervisor
G-7A Public Health Nurse
G-7B Waste Water Treat/Comp Manager
G-8 Youth and Family Services Director
G-9 DPW Hwy/Park/TS Superintendent
G-9 Treasure/Collector

G-2 Assistant Treasure/Collector
G-2 Finance Assistant Payroll
G-4 Recreation Program Coordinator
G-5 Clinician
G-6 DPW Business Manager
G-6 Land Use Coordinator/Administrative
G-7 GIS Analyst
G-7B COA Director
G-8 Conservation Administrator
G-9 Assessing Director
G-9 DPW Water Superintendent
G-15 Community Health Nurse

APPENDIX B: AMENDED WORK SCHEDULE

Non-Community Health Nurse and non-DPW employees will observe the following amended work schedule:

Monday: 8:00am – 7:00pm with ½ hr. for lunch and 1 hour for Dinner. (9.5 hrs.)
Tuesday: 8:00am – 4:00pm with 1 hr. for lunch (7 hrs.)
Wednesday: 8:00am – 4:00pm with 1 hr. for lunch (7 hrs.)
Thursday: 8:00am – 4:00pm with 1 hr. for lunch (7 hrs.)
Friday: 8:00am – 12:30pm – No lunch. (4.5 hrs.)

- 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 working the alternate schedule will work their 4 1/2 hour Friday schedule on Thursday and receive 7 hours holiday pay on Friday.
- 6.) For Thanksgiving week employees working the alternate schedule will work their 4 ½ Friday schedule on Wednesday and receive 7 hours holiday pay on Thursday and 7 hours holiday pay on Friday.
- 7.) If the amended work schedule does not meet the service requirements of a department, employees may request and be granted adjusted schedules upon approval by the supervisory authority and Town Manager.

The Town acknowledges that bargaining unit members may be required to attend night meetings beyond normal business hours. The current practice regarding scheduled work hours shall remain in effect.

APPENDIX C: Certificate of Inability to Work Due to Illness



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 D : Health Insurance Incentive Waiver Program Guidelines

July 1, 2022

Overview of the Health Insurance Incentive Waiver (HIIW) Program:

- 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 Administrator. His/her determination shall be final and binding.

Eligibility:

- 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 apply for an incentive waiver after July 1, 2022 will be considered for acceptance at the discretion of the Town Administrator.
- An employee who opts to participate in the program is not eligible for a waiver incentive payment until his/her health insurance account balance is settled. (HIIW Program updated by the Board of Selectmen on July 20, 2020).
- 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 were approved for the 2016-2019 waiver plan are required to re-enroll in the HIIW program. Such employees will be bound by the terms and conditions of the plan, such as: for the first three (3) fiscal years enrolled into the waiver program the annual incentive payment for a Family Plan will be \$4,000 and \$1,800 for an Individual Plan. Effective July 1, 2022, or after three (3) fiscal years enrolled into the waiver program, the annual incentive payment is reduced for a Family Plan to \$2,000 and \$900 for an Individual Plan.

Benefit eligible employees not enrolled in the Town's health insurance:

- Benefit eligible employees not participating in a Town sponsored family or individual health insurance plan will receive a Health Insurance Incentive Waiver payment of six hundred dollars (\$600) per year as follows:

Town Employees (Bi-weekly 12 mo) – 24 installments of \$25.00 School
Employees (Bi-weekly 12 mo) – 24 installments of \$25.00 School
Employees (Bi-weekly 10 mo) – 24 installments of \$30.00

Employees currently participating in health insurance plans and opting to participate in HIIW:

- Employees participating in Town sponsored family and individual health insurance plans have the option to drop their health insurance coverage and participate in the 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
 - be enrolled for a period of 12 months before applying for the incentive waiver
 - provide proof of coverage to receive a waiver incentive
- If those requirements are met,
 - an employee subscriber with a Family Plan will receive an incentive of two thousand dollars (\$2,000) per year paid as follows:

Town Employees (Bi-weekly 12 mo) – 24 installments of \$83.34 School
Employees (Bi-weekly 12 mo) – 24 installments of \$83.34 School Employees
(Bi-weekly 10 mo) – 20 installments of \$100.00

- an employee subscriber with an Individual Plan will receive an incentive of nine hundred dollars (\$900) per year as follows:

Town Employees (Bi-weekly 12 mo) – 24 installments of \$37.50 School
Employees (Bi-weekly 12 mo) – 24 installments of \$37.50 School
Employees (Bi-weekly 10 mo) – 20 installments of \$45.00

Payments:

- In each fiscal year, employees applying for the waiver after July 1st 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 period of the fiscal year or date of acceptance for new enrollees. 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 due to a qualifying event (see below), will not receive any further incentive installments following re-enrollment in a Town sponsored health insurance plan.

Re-enrollment in Town health insurance – Qualifying Events:

- Employee who choose to participate in the waiver program may re-enroll in a Town sponsored health insurance plan 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 considered to be a qualifying event. *

* This change was made as an accommodation during the COVID-19 public health crisis.

Approved by BOS – January 18, 2022

**TOWN OF WAYLAND
HEALTH INSURANCE WAIVER PROGRAM
JULY 1, 2022**

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

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 (\$37.50) – Individual ____

24 Bi-weekly Installments (\$83.34) – Family ____

School Employee:

24 Bi-weekly Installments (\$37.50) - Individual ____


24 Bi-weekly Installments (\$83.34) – Family ____

20 Bi-weekly Installments (\$45.00) - Individual ____

20 Bi-weekly Installments (\$100.00) – Family ____

In witness whereof, the parties hereto have set their hands this 22 day of sept, 2022:

FOR THE TOWN:



FOR AFSCME LOCAL 690 - 1-2:

