

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF WAYLAND

AND

WAYLAND DPW ASSOCIATION,

TEAMSTERS LOCAL 170

Effective: July 1, 2020 - June 30, 2023

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ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

1-1. This Agreement made by and entered into between the Town of Wayland, Massachusetts (hereinafter referred to as the "Town"), and the Wayland Department of Public Works (hereinafter referred to as the "DPW") employees represented by Teamsters Local 170 (hereinafter referred to as the "Union").

1-2. The Town recognizes Teamsters Local 170 as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours, and conditions of employment for all employees in the units certified in Case No. MCR-1334, Case No. MCR-2622 and in the unit certified in a letter dated October 2, 1969, sent to the Board of Selectmen, and described in Section 1-3 hereof.

1-3. The unit to which this Agreement is applicable consists of all regular full-time and part-time employees in the DPW, excluding the following: DPW Director, Assistant DPW Director, Highway/Transfer Station Superintendent, Solid Waste Facility Superintendent, Parks Superintendent, Water Superintendent, Water Treatment Plant Manager, all clerical employees; and, excluding all other employees of the Town. The positions included are:

Sr. Foreman	Grounds Worker 1
Highway Working Foreman	Maintenance Worker
Parks Working Foreman	Water Worker 3
Water Working Foreman	Water Worker 2
Sr. Grounds Worker	Water Worker 1
Heavy Equipment Operator	Lead Mechanic
Heavy Equipment Operator - TS	Maintenance Mechanic/Welder
Medium Equipment Operator	Mechanic/Welder
Grounds Worker 2	

Job descriptions for the above-referenced positions will be reviewed as part of a classification and compensation study to take place during the contract period. Proposed changes, additions and deletions to those job descriptions will be negotiated with the Union.

1-4. The Town and the Union agree not to discriminate in any unlawful way against employees covered by this Agreement on account of race, religion, creed, color, national origin, gender, age, sexual orientation, veteran status, disability or participation or nonparticipation in Union activities.

1-5. None of the provisions of this agreement shall apply to employees until the completion of a six-month probationary period as described in Article 4. Probationary employees shall have no recourse under this Agreement.

1-6. References in this agreement to the "Appointing Authority" shall mean the DPW Director.

ARTICLE 2 – MANAGEMENT RIGHTS

2-1. The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore had by it and all such rights, powers, and authority as specified or tacitly included in the General Laws, or Town By-laws, except to the extent such rights, powers, and authority are specifically limited by an express provision in this Agreement. It shall have the sole and unquestioned right, responsibility, and prerogative of management of the affairs of the Town and direction of the working forces.

ARTICLE 3 - CHECK OFF

3-1. The Town agrees to deduct from the wages of each employee, who authorizes the Town to do so, through a signed authorization and assignment card and deliver to Teamsters Union Local #170 regular weekly Union dues. The Town may conclusively rely upon a written statement from the Secretary-Treasurer of the Union as to the amount of such weekly Union dues. All such deductions shall be made from each paycheck on a bi-weekly basis. The sums so deducted shall be remitted to the Local 170 Secretary-Treasurer on a monthly basis. It is understood and agreed, however, that if an employee does not have a check due them, or if the paycheck is not large enough to cover the appropriate deduction, no deduction shall be made for that bi-weekly period.

3-2. The Union agrees to indemnify and save the Town harmless from and against any and all claims, suits, or other forms of liability arising out of the deduction of money from an employee's pay pursuant to this Article.

ARTICLE 4 - PROBATIONARY PERIOD

4-1. Bargaining unit members shall be required to serve a probationary period of 1 year. 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 during or at 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. The probationary period may be extended by mutual agreement of the Town and the Union. In such cases, all probationary provisions as described in this Article will remain effect.

4-2. Upon attaining the 6 month anniversary of a probationary period, a new employee shall participate in all benefits of the contract, to include the grievance procedure. The only exclusion from the grievance procedure shall be a termination within the 1-year probationary period as stated in Article 4-1.

4-3. Any employee re-entering a position with the Town after any break in service other than sick leave or an authorized leave of absence, shall be required to serve another probationary period.

ARTICLE 5 - WAGES

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

Effective July 1, 2020	2.00%
Effective July 1, 2021	2.00%
Effective July 1, 20229	2.50%

5-2. Evaluations shall be conducted at the completion of the initial 6-month probationary period of employment and every year thereafter at the annual anniversary date in the position. To the greatest extent possible, reviews will occur within 30 days of the anniversary date. Evaluations will be prepared by a Division Superintendent and approved by the DPW Director. After DPW Director approval, the employee will be provided with a copy of the written evaluation before the evaluation is discussed with the employee by the Superintendent. Step increases shall be granted upon the annual evaluation (on the employee's anniversary date in the position) up to the maximum step within the assigned classification, unless the employee receives an unsatisfactory evaluation, and a written denial has been submitted to the employee, with a copy to the Town Administrator and Human Resources Manager, stating why such a step increase has been refused. If an employee receives an unsatisfactory performance evaluation, the employee will be placed on a performance improvement plan, which will address the deficiencies in the evaluation. Any changes to the evaluation criteria will be discussed with the union. The intent of this section is to enable the Town to reward good and faithful service.

5-3. An individual newly hired by the Town shall be paid the minimum wage rate for the classification of the position except as hereinafter provided. If no qualified employee has applied for a job vacancy, upon the approval of the Human Resources Manager and Town Administrator, a new employee may be hired above the minimum for the position.

5-4. a) An employee temporarily assigned to the work of a higher classification shall be paid the minimum rate for that classification or one step higher than his/her present rate, whichever is higher, for as long as he/she continues the temporary assignment. Whenever possible, temporary assignments will last no longer than 60 days, at which time the position will be posted for bid.

b) The DPW Director may, from time to time make assignments to the Wastewater Treatment Plant. Any employee assigned to the Wastewater Treatment Plant shall have completed training provided by the Town and shall have relevant inoculations. Training will be provided on an annual basis to employees interested in receiving assignments to the Wastewater Treatment Plant. Any employee assigned to the Plant will receive additional compensation equal to \$3.00 an hour over their base pay during the assignment period.

5-5. When an employee is promoted or transferred to a position with a higher classification he/she will receive the minimum rate in the compensation grade of the new position or one step higher than his/her present rate, whichever is higher.

5-6. If an employee is promoted to a supervisory position, he/she will serve a 60-day probationary period. During the probationary period, the DPW Director may return the employee to his/her previous position, following a review, or the employee may request to return to his/her previous position. If returned to the previous position, the employee will receive the same rate of pay as when he/she left the original position.

5-7. If, for any reason, an employee is transferred or demoted to a position with a lower classification, the employee will begin work in the new position at his/her present wage rate or at the maximum of the pay grade of the position, whichever is lower.

5-8. All wages, stipends and related compensation are subject to applicable payroll taxes as mandated by law.

Employees will be paid on a bi-weekly basis. Employees will receive their pay via direct deposit. Employees must complete and sign the direct deposit authorization with valid account numbers for direct deposits as well as any changes to employees' accounts.

5-9. The duties of any employee may be reviewed upon the request of the employee or upon the DPW Director's own initiative in accordance with Town policy. A reclassified employee shall be paid in a manner consistent with Article 5-5, 5-6 or 5-7, whichever is applicable. Any adjustments to the employee's pay shall become effective on the date the reclassification is approved by the Personnel Board. For the purpose of step increases, a new anniversary date shall be established for reclassified, promoted or demoted employees, which shall be the effective date of the reclassification, promotion or demotion. The Town shall notify the union in writing of any changes to job classifications approved by the Personnel Board.

5-10. Should the Town introduce a new time and attendance system to DPW to enhance reporting, to better allocate costs and assign costs to projects, no further discussion shall be required.

ARTICLE 6 - SHIFTS AND WORK HOURS

6-1. Work Hours

- a) The normal work week for employees assigned to the DPW facility, currently Highway Division, Parks Division and Water Division employees, shall be 5 days per week, Monday through Friday, 8 hours per day, beginning at 6:30 am and concluding at 2:30 pm with a 30 minute break for lunch, generally to be taken at or near 11:30 am, without any further break in the afternoon. Employees shall take lunch breaks at the worksite.

- b) Water Division employees assigned to work crews shall remain on the work site during the lunch break. Water Division employees not assigned to crews shall return to the operations center for lunch unless another lunch site is authorized by a Foreman or Superintendent. Time spent by Water Division employees on call shall not be counted as part of the regular workweek.

The normal workdays for Transfer Station employees shall be between Tuesday and Saturday. Individual workdays are as follows: Tuesday 8:00 am - 4:30 pm; Wednesday 7:00 am - 3:30 pm; Thursday 7:00 am - 4:30 pm; Friday 7:00 am - 3:30 pm; Saturday 7:00 am - 4:30 pm. Workdays have 30 minute break for lunch, generally to be taken at or near noon, without any further break in the afternoon. The DPW Director may change the workday in accordance with public needs with a 1-month notice and an opportunity for employees to comment. In the event of closure of the Town Building due to a snow emergency, the Transfer Station shall be closed to the public and Transfer Station employees shall be assigned to snow removal duties at the Transfer Station or as otherwise assigned by the DPW Director.

6-2. Shift Changes

The DPW Director may institute additional shifts at his/her discretion following a 30 days' notice. In the event of a shift change any employee assigned to a night, evening, or weekend shift shall receive a shift differential of \$1.75 per hour. A night shift or evening shift is defined as any shift that starts after the conclusion of the appropriate division shift as specified in 6-1 Work Hours this Article, and ends on or before the start of the shift on the next regular work day. Should additional shifts be instituted, the provisions of the Overtime Rates section of this Article shall not apply.

ARTICLE 7 OVERTIME AND CALL-BACK

7-1. Overtime Rates

- a) Employees shall be compensated at a rate of time and one-half their straight time rate of pay for hours worked continuously over 8 hour per day or 40 hours in a workweek.
- b) Highway, Parks, Water and Transfer Station Division employees required to work between the hours of 12:01 am and 6:30 am or a Sunday between the hours of 12:01 am and midnight shall be compensated at the rate of twice the regular hourly straight time pay for a minimum of 4 hours of work.

7-2. Scheduled and Non-Scheduled Overtime

- a) Scheduled and non-scheduled overtime for Highway and Parks Division employees shall be assigned from an established overtime list. Scheduled and non-scheduled overtime for Water Division employees shall be assigned from an established overtime list. The list shall be posted at all times and be updated with each overtime opportunity. The DPW Director, Superintendent or Foreman will notify employees of overtime opportunities. The Senior Foreman or a DPW Director designee shall be responsible for maintaining, updating and supervising the overtime opportunities. The Department shall maintain 1

contact telephone number for each employee. Employees are responsible for providing a current contact number. The initial list will be in order of seniority. Newly eligible employees will be placed at the bottom of the list. Scheduled overtime will be confirmed no later than 9:00 pm before the work is to commence.

- b) The employee on top of the list will be offered the overtime opportunity. If the employee is not at work, he/she will be contacted by telephone and offered the opportunity. If the employee cannot be reached, he/she will be moved to the bottom of the list, and the next employee on the list will be contacted and offered the overtime opportunity. Employees accepting any overtime opportunity acknowledge they are capable of operating the required equipment and are willing to perform ALL labor functions as directed. This procedure will continue until the overtime slot is filled. If the employee declines the overtime opportunity, then he/she will be moved to the bottom of the list. If the employee is absent and on either paid or unpaid sick leave, he/she will not be eligible to be contacted for an overtime opportunity until 12:01 am of the following day. If the overtime opportunity necessitates a specific license or job requirement, and the employee on the top of the list does not possess the specific license or meet the job requirement, then that employee will be passed over but will remain on the top of the list. This procedure will continue until the overtime opportunity is filled. When overtime is necessitated to complete work begun by employees assigned to job site during the course of a workday, those employees shall remain on the job site to complete the work assignment.
- c) If there are no employees willing to work the overtime opportunity, qualified employees, i.e., those possessing the requisite licenses, will be selected to work the overtime using an inverse order of seniority. When the least senior qualified employee has been required to work an overtime opportunity, the second least senior employee will be selected for the next overtime opportunity when inverse seniority is applied. This selection method will continue until all employees have been required to work an overtime shift.
- d) During emergency situations, the Town may contact non-union employees or outside contractors if no qualified employees are able to respond.
- e) Members of the bargaining unit are expected to make every effort to respond to emergency situations after regular work hours, which may be applicable to their positions. The Town will contact employees from the rotating list as described in the overtime procedures above. If the list of qualified members has been exhausted without sufficient response, then Town may then contact non-union employees or outside contractors to respond.
- f) Nothing in this section shall apply to snow and ice overtime opportunities as reasonably determined by the DPW Director or a Superintendent.
- g) **Transfer Station - Saturday Overtime** When a Transfer Station employee is absent on a Saturday, the Town shall decide, in its sole discretion, whether or not to fill the vacant Saturday shift or any part of such vacant shift. A DPW employee accepting the

overtime opportunity shall receive a minimum of 5 hours of pay at one and one-half times his/her straight-time rate of pay for work on Saturday at the Landfill. The Town agrees that, except by mutual agreement with the employee, call-in and scheduled Saturday overtime work will not commence later than 9:00 a.m.

7-3. 24 Consecutive Hours of Work

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

7-4. Call Back

- a) A "call back" occurs when an employee is asked to return to work after the time card has been punched-out at the end of his/her normal shift. When called back to duty after regular duty hours, employees will be compensated for a minimum of 4 hours overtime pay at time and one-half. Employees may be required to perform any suitable work during the 4-hour period. Call back within one hour of employees' regular starting time during winter storm related conditions will be compensated at a one-hour minimum.
- b) Employees will be provided with call back opportunities based upon the overtime list. Employees will be contacted, placed on the list or moved on the list consistent with the provisions of the overtime section. In the event of a Public Safety emergency, the Town may call back the closest available employee. Employees on Annual Leave or Personnel Leave shall maintain their position on the call back list until such time as the employees return to work.
- c) Employees scheduled for a grave opening/closing on a Saturday or Sunday shall be compensated a minimum of 4 hours overtime pay. The rate of pay will be time and one-half on Saturday and double time on Sunday. It is agreed that all work required to complete this activity shall be completed within the 4 hour period except in extremely unusual circumstances, e.g., equipment failure. Further, it is understood that if, under later inspection, the work does not meet with approval of the DPW Director, Superintendent or Foreman, the work shall be corrected or completed on non-work time at no additional compensation.

7-5. Emergency

During a non-storm emergency, employees working on duty for a continuous 11 hours, and every consecutive 5 hours thereafter, shall be entitled to a \$12.00 meal allowance.

ARTICLE 8 – WATER DIVISION ON-CALL COVERAGE

8-1. Water On-Call Coverage

- a) Unless otherwise stipulated by applicable laws and regulations and as determined to be necessary by the Town, on-call coverage, shall be required of all Water Worker 1, Water Worker 2, Water Worker 3 and Water Foremen holding a minimum of a D1 operator in training

and TI operator in training license, and deemed to be appropriately trained by the DPW Director or Water Superintendent. On-call duties will be split on an equal and rotating basis. If an employee is scheduled for on-call coverage and is unable to work, it is the responsibility of that employee to either swap or have another employee provide coverage. Any changes to the rotation of the coverage must have prior approval of the Water Superintendent. In the event of an emergency, Water Division employees shall make every reasonable effort to swap coverage or have another employee provide coverage. If none is available, the Town may have coverage provided by non-bargaining unit personnel. Should the on-call rotation fall below 3 Water Division bargaining unit employees on a monthly rotational basis, the Water Superintendent may direct additional licensed Water Division employees into the rotation to bring the minimum rotation to 4 licensed Water Division employees

- b) The DPW Director or Superintendent shall develop an on-call training program for newly designated on-call Water Workers for Holiday, Weeknight and Weekend coverage. On-call training Water Workers will initially be required to work on-call training coverage with a fully trained Water Worker as designated by the Superintendent. Fully trained Water Workers are expected to provide feedback on training performance to the Superintendent. On-call training Water Workers will not work independently until so approved by the DPW Director or Superintendent
- c) In the event that the number of employees in the rotation pool drops by 2 or more employees because of resignation, retirement, death or disability (which upon medical evidence, prevents the employee from working) for an extended period of time, the Town may, with agreement of the Union, have said weekend and holiday coverage provided by non-bargaining unit personnel.
- d) If an on-call employee is called in for emergency service and determines that additional assistance is needed, the employee shall call the Superintendent or designee for authorization.
- e) Employees working holiday, weeknight and weekend on-call coverage may utilize a designated water truck for traveling to and from work, strictly for the purpose of responding to emergency calls. Employees may not use the truck for personal reasons or for personal travel. Employees will make every effort to provide off-street parking for the on-call truck. The Superintendent will designate the vehicle that will be used for on-call emergency response. Town materials stored on the vehicle will be secured whenever possible. The Town will not be responsible for theft or damage to employees' personal vehicles parked on Town property when using the on-call truck.
- f) During the holiday, weeknight or weekend on-call coverage period, if an employee is required to snow plow in order to safely gain access to the wells or booster stations, the employee shall receive overtime pay for the amount of time spent snow plowing.

8-2. Holiday On-Call Coverage

- a) Mid-week holiday on-call coverage periods shall be from 3:00 pm the day prior to the holiday until 7:00 am the day after the holiday. Employees who are on-call and tend pumps on the mid-week holidays will be compensated \$240 in addition to the regular day's pay.
- b) Monday holiday on-call coverage shall be 7:00 am Monday to 7:00 am Tuesday. Friday holiday on-call coverage shall be 3:00 pm Thursday to 3:00 pm Friday. Employees who are on-call and tend pumps on Monday and Friday holidays will be compensated \$150 per day in addition to the regular day's pay. Compensation for call-outs starts from the time the employee leaves his/her residence and ends when the employee returns to his/her residence.
- c) Should one of the holidays as identified in Article 17 fall on either Saturday or Sunday, the employee performing on-call duty shall receive an additional \$25.00.

8-3. Weeknight On-Call Coverage

- a) On-call duty shall mean that the assigned employee will carry a Town provided cell phone, be available to report to work if necessary, and make timely response to calls of emergency situations during the on-call hours. Assignment of on-call duty will rotate among bargaining unit members who volunteer for the duty. If there are no volunteers, the Superintendent may assign the qualified employee with the least seniority to be on call. On the second occasion of mandatory assignment, the qualified employee with the second least seniority shall be assigned, and so forth, until all qualified employees have received a mandatory assignment, and then the rotation will repeat.
- b) Each week 1 member of the bargaining unit will be assigned on-call duty from the end of the regular shift on Monday, as identified in Article 6-1b Work Hours, through the beginning of the regular shift on Friday. The assigned individual will be responsible for on-call duty from the end of the regular workday shift until the beginning of the next regular workday shift.
- c) On-call employees will receive a stipend equal to 8 hours of straight time pay per week for on-call responsibility. When called, employees will report to the operations center and will be paid time and one half for time worked with a minimum payment equal to 4 hours pay at 1½ times the base hourly rate. The tasks necessary to fully restore the emergency situation to normal shall be completed during the on-call period unless it is not feasible to do so in accordance with standing instructions provided by the Superintendent. If the problem cannot be resolved, the employee is to notify the Superintendent or designee prior to leaving the emergency assignment.
- d) Other members of the bargaining unit are also expected to respond to emergency situations after regular work hours, if available, but availability is not required and no disciplinary action will be taken against those who are not available when called.

8-4. Weekend On-Call Coverage

- a) Weekend on-call coverage shall require employees to be on-call (with a Town supplied cell phone) for the period from Friday at 3:00 pm through Monday at 7:00 am for coverage at the Water Treatment Plant and for tending all wells and all booster stations on Saturday and on Sunday. A Water Worker providing weekend coverage shall be paid \$625 for Saturday and Sunday coverage.
- b) Weekend coverage will be no less than 5 hours and no more than 8 hours per day. Any hours worked in excess of 8 hours per day will be compensated in accordance with the overtime provision of this contract. Call-back provisions shall not apply if the employee remains at work.

ARTICLE 9 - HYDRANT FLUSHING

9-1. The provisions of this section shall supersede all other contract provisions in determining the compensation for the conduct of hydrant flushing activities.

9-2. Employees may be assigned to hydrant flushing duties outside the normal operating hours provided they have received written notice at least 14 days prior to assignment.

9-3. If hydrant flushing is scheduled for daytime operations, employees who are working a regular workweek as described in Article 6-1b Work Hours, and are assigned to flushing activities, will be paid in accord with Article 7-1 Overtime Rates. If flushing activities are conducted outside of these hours or outside the normal working hours (which will always be paid at straight time) employees will be compensated at the rates prescribed in 7-1 Overtime Rates of this agreement.

ARTICLE 10- STORM COVERAGE

10-1. During prolonged storm conditions, employees may be ordered to rest for certain periods of time at a location determined by the DPW Director or designee. During these rest periods, employees will remain on duty and will be paid overtime.

10-2. During storm related emergency duty or other related emergency duty, upon 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 decides that it wants to provide food to eligible employees on duty rather than pay the meal allowance, then the DPW Director or Superintendent on duty may make that determination.

ARTICLE 11 PAY FOR LICENSES

11-1. For Water Worker and Water Foreman employees appointed to Water Division positions before March 14, 2008, additional compensation for water system distribution licenses shall be provided as follows:

- Class 1 water distribution license - 1% of base pay
- Class 2 water distribution license - 3% of base pay
- Class 3 water distribution license - 5% of base pay

Water Worker and Water Foreman employees appointed to Water Division positions after March 14, 2008 are required to possess a water distribution license as a job requirement and will not be paid the stipend.

11-2. For Water Worker employees appointed to Water Division positions before March 14, 2008, additional compensation for water system treatment licenses shall be provided as follows:

- Class 1 water treatment license - \$450 per year
- Class 2 water treatment license - \$550 per year

Payment shall be made on or about April 1st of each year.

Water Worker and Water Foreman employees appointed to Water Division positions after March 14, 2008 are required to possess a water treatment license as a job requirement and will not be paid the stipend.

11-3. For Water Worker employees appointed to Water Division positions before March 14, 2008 who are in possession of a Cross Testers/Surveyors license, and, who with prior approval from the Division Superintendent use that license in the performance of their job, will be compensated \$200.00 per year. Payment shall be made on or about September 1st of each year.

Water Foremen employees appointed to Water Division positions after March 14, 2008 are required to possess a Cross Testers/Surveyors license as a job requirement and will not be paid the stipend.

11-4. Any DPW employee that holds a license not required by his/her job description, other than the Cross Testers/Surveyors license referenced above, that is used to perform work for the Town shall be compensated \$350.00 per year. Licenses for the purposes of this section, such as Licensed Electrician, Licensed Plumber or Class A, B CDL, Pesticides, General Hydraulics, SCBA (self-contained breathing apparatus) shall be determined by the DPW Director. Compensation will be paid upon the use of the license and will be subject to applicable taxation.

ARTICLE 12 - REIMBURSEMENT FOR LICENSES

12-1. The Town agrees to reimburse employees for licenses required by their job descriptions. Said reimbursement shall include any future license requirements by the Commonwealth to

perform currently identified essential functions of the job descriptions. Other licenses, such as Pesticide Licenses, that are required and approved by the DPW Director, shall also be reimbursed.

12-2. The Town agrees to pay the registration fee for DPW employees to attend seminars required by the Commonwealth of Massachusetts to maintain active job required licenses. Attendance at seminars will be selected and scheduled at the discretion of the Superintendent, with every effort made to schedule attendance during work hours.

12-3. Upon the submission of receipts, the Town agrees to reimburse employees for the cost of DOT required physicals in an amount up to \$100.00. Reimbursement shall not occur more frequently than every second year or as mandated by DOT regulations. Should the Town enter into a contract with a health care provider to perform DOT physicals for an amount less than \$100.00, then the contracted amount shall become the new maximum reimbursable amount. The Town shall notify the union when any such contracts becoming effective.

ARTICLE 13 – UNIFORMS

13-1. DPW employees will be provided with 8 T-shirts and 4 sweatshirts annually. The DPW Director and Superintendents will work with employees on the proper mix of DOT Class 2 lime green and blue T-shirts and sweatshirts. When employees are working on a job site other than the garage, the sign shop, the water treatment plant or visiting resident's homes, employees will be required to wear a lime-green T-shirt, a lime green sweatshirt or a reflective vest. Employees failing to wear the proper safety attire on a job site may be subject to disciplinary action. T-shirts will normally be provided on or about May 1st of the contract year.

13-2. Employees shall wear the aforementioned work clothing during their work hours with the Town. Upon termination of employment with the Town, an employee shall return such clothing as he/she may have in his/her possession to the Division Superintendent.

13-3. In July of each fiscal year, the Town will provide to each employee a clothing stipend of \$700.00 for work clothing. Said stipend is subject to applicable taxation. Such work clothing shall include but not be limited to the purchase of blue trousers or blue denim uniform pants, OSHA approved safety work shoes, coveralls, winter thermal underwear, winter hats, long coats, and gloves. No logo clothing, except clothing that identifies the Town of Wayland, may be worn on the job except as approved by the DPW Director. The DPW Director and the Superintendents have the sole right to reject inappropriate work clothes.

Employees may also use their stipend to purchase work shorts for the summer months. Shorts may be worn from April 1st through October 31st. Work shorts, which will match the blue trousers or blue denim pants provided by the Town, will be no shorter than knee length and will not have fringes, patches or other identifying insignias. The DPW Director and the Superintendents have the sole right to reject inappropriate work shorts.

13-4. The Town will repair or replace prescription eyeglasses, if not covered by the employee's health insurance plan or manufacturer warranty, not to exceed the depreciated value of such item, up to a maximum of \$300.00, that are damaged in the line of duty and consistent with procedures established by the DPW Director which shall include the presentation of the documented receipt of the replacement cost of the damaged eyeglasses.

13-5. DPW employees will be provided with equipment required to complete their assignments. The Town agrees that it will furnish employees covered by this Agreement, work gloves, safety vest, rainwear, hip boots, rubber boots, hard hats, earplugs, dust masks and safety goggles as needed. Other special equipment, including high visibility winter gear and coveralls will be supplied when required. All equipment will meet applicable safety standards of State and Federal laws. If a self-contained breathing apparatus is required, it will be available at the Public Safety Building located within the Fire Department.

Employees will use all safety equipment in a manner consistent with the proper application of the equipment.

Each employee shall be required to sign a receipt for any equipment furnished by the Town and will be held accountable for the reasonable care, maintenance, and security of the equipment. Upon receipt of unserviceable equipment provided under the provisions of this section, the Town will furnish the employee with replacement equipment unless the equipment was made unserviceable due to the negligence of the employee, in which case the item shall be replaced or paid for by the employee. Upon termination or retirement, each employee will be required to return all equipment which was furnished. Any shortages will be replaced or paid for by the responsible employee.

13-6. Clothing and shoes purchased with the stipend provided for in this Article shall not, under any circumstances, be worn by employees of the Town while working for any other employer. Uniforms, clothing and supplementary equipment provided by the Town shall not, under any circumstances, be worn or used by employees of the Town while working for any other employer.

13-7. DPW employees will report for work properly attired. Should employees report for work attired in inappropriate work clothes as determined by the DPW Director or Superintendents, then disciplinary action shall be imposed and employees may be instructed to leave the workplace with no compensation for the workday. Employees repeatedly reporting for work attired in inappropriate work clothing will be subject to further disciplinary action, up to an including termination of employment.

13-8. The Town acknowledges that the Lead Mechanic/Welder, Maintenance Mechanic/Welder and Mechanic/Welder (collectively referred to as Mechanics) are in possession of their own tools for the performance of their duties. In order to protect these employees' investment in their tools, the following guidelines shall be in place:

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

ARTICLE 14 - REIMBURSEMENT FOR TRAVEL

If, with the approval of the DPW Director or Division Superintendent, an employee drives his/hers own automobile on Town business, he/she will be reimbursed for such use at the annual rate established by the IRS.

ARTICLE 15 - RESERVED

ARTICLE 16 – TRAINING

16-1. The Town will provide training sessions to employees. The training will be assigned by the Superintendent. Selection for training will include but not necessarily limited to an employee's request to attend, availability of funding and the impact on an employee's current duties within the department. Training opportunities are generally directly related to an employee's current duties and responsibilities. The Town Administrator or Human Resources Manager may also designate attendance at Town sponsored trainings as mandatory.

16-2. When training opportunities are limited, preference may be given based upon DPW seniority. Should more senior employees have already been trained on the subject matter at hand, preference will be shifted to less senior employees. Final determination on training opportunities shall be decided by the Superintendent. Disputes related to training assignments will be forwarded to the DPW Director for resolution.

16-3. When an employee attends a training class and is directed by the Superintendent to use his/her vehicle or is approved by the Superintendent to use his/her vehicle, the employee will be reimbursed for such use at the annual rate established by the IRS. Reimbursement will be based on the shorter of 2 distances which are measured by either the distance from the employee's regular work location to the training site or the distance from the employee's home to the training site.

16-4. The Town shall provide an educational allowance fund, up to a maximum of \$2,500 per fiscal year, to reimburse eligible employees for educational costs in accordance with the provisions of this article.

- a. All full-time employees are eligible to participate in this allowance upon completion of 12 months of continuous employment in the DPW. Employees receiving educational aid from any grant, scholarship, or veteran's benefit shall have the educational allowance granted hereunder reduced by the amount of said grant, scholarship, or veteran's benefit.
- b. Courses shall be approved that are directly related to an employee's present position assignment, or that will improve an employee's likelihood for advancement within the DPW. Full-time employees may take no more than 2 courses for reimbursement during each fiscal year. One course is defined as an individual class or offering taken during one semester or term as established by the educational institution.
- c. Full-time employees wishing to participate in this program must have their courses approved prior to enrollment in such courses. Prior approval is obtained by submitting to the DPW Director, with a copy to the Human Resources Manager, correspondence indicating the courses in question along with synopsis of the courses from the educational providers. Requests must be approved by the DPW Director and the Human Resources Manager. If approved, the DPW Director will forward requests to the Finance Director for approvals pending availability of funding.
- d. Employees shall be reimbursed for all costs upon passing an approved course. Approved courses that are not completed and passed--as defined by the educational 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. Meals, mileage and parking are not reimbursable. To receive reimbursement employees must submit to the DPW Director and the Human Resources Director a copy of all bills and invoices from the educational institution, 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 grades. The DPW Director and the Human Resources Manager, upon approving said documentation, shall forward the documentation to the Finance Director for payment. Employees must be on the active payroll as of the date said reimbursement requests were submitted. 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.

- e. When multiple requests are pending and insufficient funding is available, the DPW Director and the Human Resources Director will make a determination based on the best interests of DPW operations. Any such decision shall not be grievable.

ARTICLE 17 – HOLIDAYS

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

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

17-2. When one of the foregoing holidays falls on a Saturday, employees shall celebrate the holiday on Friday. When one of the foregoing holidays falls on a Sunday, employees shall celebrate the holiday on Monday.

For Transfer Station employees, Saturday holidays will be celebrated on the actual day of the holiday.

17-3. Any department employee required to work on a celebrated holiday as defined by this article shall be compensated one and one-half times the straight-time rate for each hour of such work in addition to the holiday pay, unless that holiday is Thanksgiving Day or December 25th in which case the employee shall be compensated two times the straight-time rate for each hour of such work in addition to the holiday pay.

17-4. In order to qualify for holiday pay, an employee must be in full-pay status i.e., working or using already accrued vacation, personal or sick leave the day immediately preceding the holiday and the day immediately following the holiday.

ARTICLE 18 - ANNUAL LEAVE

18-1. Annual Leave shall be accrued as follows:

- | | | |
|-----|--|----------------------------------|
| (1) | Completion of Probation to
5 years employment | 13 working days (See note below) |
| (2) | 5 to 10 years employment: | 19 working days |
| (3) | 10 to 15 years employment: | 22 working days |

- (4) 15 to severance: 25 working days

Note: Upon successful completion of the initial probationary period, bargaining unit members will be credited with vacation time back to their date of hire. Vacation will be credited at the accrual rate of 13 working days per year up to 5 years of employment.

18-2. The earning schedule for Annual Leave shall be as follows:

- (1) For 13 days leave per year - 8.6666 hours/month.
- (2) For 19 days leave per year - 12.6666 hours/month.
- (3) For 22 days leave per year - 14.6666 hours/month.
- (4) For 25 days leave per year - 16.6666 hours/month.

This earning schedule is based on 260 working days per year and a five-day week.

18-3. For employees hired after 7/1/14, Annual Leave shall be accrued as follows:

- (1) Completion of Probation to 5 years employment 13 working days (See note below)
- (2) 5 to 10 years employment: 15 working days
- (3) 10 to 15 years employment: 17 working days
- (4) 15 to severance: 20 working days

Note: Upon successful completion of the initial probationary period, bargaining unit members will be credited with vacation time back to their date of hire. Vacation will be credited at the accrual rate of 13 working days per year up to 5 years of employment.

18-4. The earning schedule for Annual Leave shall be as follows:

- (1) For 13 days leave per year - 8.6667 hours/month.
- (2) For 15 days leave per year - 10.0 hours/month
- (3) For 17 days leave per year - 11.3334 hours/month.
- (4) For 20 days leave per year - 13.3334 hours/month.

This earning schedule is based on 260 working days per year and a five-day week.

18-4. Annual Leave procedure:

- a) Annual Leave may be taken 1 day at a time, or 1/2 day at a time, with the pre-approval of the Superintendent. If leave is being requested for an emergency

situation other than as provided in Section 18-4, then the employee shall call the Superintendent at least one hour prior to the start of the work shift at a predetermined telephone number for consideration by the Superintendent. Annual leave requests will be considered in accordance with operational needs. Approval of annual leave requests will not be unreasonably denied.

- b) Additional Annual Leave time in excess of the schedule defined in Article 18-1 may be accumulated for up to the equivalent of 12 working days and carried over to the next annual leave year until the excess time is used or paid at severance. Any accumulated time above the equivalent 12 days, and not taken by December 31st of each year, will be forfeited. However, the Personnel Board may grant an additional 3 annual leave days of carryover, for a maximum of 15 days of annual leave carryover to the next annual leave year. Employees contemplating an extended leave prior to June 1st of the following annual leave year must submit a written appeal the Personnel Board to carryover the additional 3 days no later than December 1st. In all cases, carryover annual leave days which exceed the equivalent of 12 days and are not utilized by June 1st of the next annual leave year will be forfeited.

18-5. The Annual Leave schedule shall be posted in areas accessible to all employees. Each employee shall request annual leave days by submitting a written request to their Superintendent. Individual annual leave days may be requested verbally of the Superintendent under unusual or unforeseen circumstances.

Employees must have sufficiently accrued time available to warrant the annual leave request. All annual leave days are subject to the approval of the Superintendent. Requested dates shall be reviewed against a master annual leave schedule for availability. Requests will be approved based upon operational needs and will not be unreasonably denied. No change in any employee's chosen annual leave days will be allowed without 30 days notice prior to the start of the annual leave period, unless the employee and the Superintendent mutually agree to change the annual leave dates.

18-6. Annual leave accruals, as stipulated in Article 18-1, shall be pro-rated for regular part-time employees who are scheduled to work less than 40 hours per week. Pro-rated accruals shall be based on the number of regularly scheduled hours worked.

18-7. Annual leave will not be accumulated by an employee during any calendar month in which he/she is absent due to an unpaid illness or unpaid leave of absence for more than 20 consecutive working days.

ARTICLE 19 - PERSONAL LEAVE

19-1. Employees shall be granted 2 days Personal Leave with pay in each calendar year. Requests to use Personal Leave must be pre-approved by the Division Superintendent. In the event of an emergency situation, the Division Superintendent must be notified as soon as

reasonably possible. Personal Leave may not be accumulated or carried over from year to year. Personal Leave may be used in either 4 hour or 8 hour increments.

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

- Employees in pay status on January 1st of each calendar year, or hired between January 1st and March 31st, shall receive 2 personal days.
- Employees hired between April 1st and June 30th, shall receive 1.5 personal days.
- Employees hired between July 1st and September 30th, shall receive 1 personal day.
- Employees hired between October 1st and December 31st, shall not receive any personal days.

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

ARTICLE 20 - SICK LEAVE

20-1.

- a) Each employee shall accrue sick leave for personal illness at the rate of 13 days per year. Said 13 days shall accrue at the rate of 8.6666 hours per month. Sick leave, for newly hired employees, will start to accrue on the next accrual period following an employee's date of hire; however, sick leave may not be used until the completion of the initial probationary period. Should an employee successfully complete the initial probationary period, he/she will then be permitted to apply already accrued sick leave to their probationary absence due to illness and be paid for such time. Sick leave will not be accrued for an employee for any calendar month in which he/she is absent due to illness, disability leave or leave of absence for more than 20 consecutive working days. Sick leave is for the protection of employees against loss of pay because of illness and shall not be taken into account in determining termination pay, except as provided in Article 20-5 hereof.
- b) For employees hired on or after 7/1/14 the maximum sick leave accrual shall be capped at 1,000 hours/125 days. Said amount shall be prorated for part-time employees.

20-2.

- a) 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 1 hour increments, with a minimum usage of 2 hours. The DPW Director or Superintendents may refer to the Human Resources Manager a request documentation to

substantiate partial absences due to medically related appointments that cannot be scheduled during non-work hours.

- b) The Division Superintendent, DPW Director and HR Director must be satisfied that the leave is caused by the employee's illness. A doctor's certificate Appendix C may be required by the HR Manager in connection with a claim for sick leave, including future sick leave, when a pattern of absences of any duration or a specific circumstance reasonably raises a suspicion of an abuse of sick leave or when the Division Superintendent, DPW Director or HR Director has reason to believe that an absence is not due to the employee's illness. Medical documentation from an employee's treating physician on the treating physician's letterhead may be substituted for Appendix C, if all the required documentation contained in Appendix C is included in the treating physician's letter. When annual sick leave usage has become excessive, the Human Resources Manager may, or upon the DPW Director's notification, may request a doctor's certificate to substantiate the absence(s).
- c) A doctor's certificate and/or FMLA certification will be required for absences of more than three consecutive workdays.
- d) If an employee refuses to submit the requested documentation, the Superintendent shall be entitled to refuse sick leave and/or take such disciplinary action as may be appropriate.
- e) An employee may use up to 3 sick leave days per year when necessary to care for sick members of his/her immediate family, or for medical appointments that cannot be handled outside of the normal working day. Employees shall designate the use of these 3 days in writing to the Division Superintendent.

20-3. Up to the limit of the dollar amount accrued, an employee may request that his/her sick leave be used to supplement any workmen's compensation payments, so long as sick leave and workmen's compensation payments in each pay period do not exceed his/her regular after-tax income.

20-4. When an employee is on sick leave or receiving benefits under workmen's compensation and his/her accrued time expires, he/she will fall under the provisions of Article 22-3 Leave of Absence; that is, no provision of this Agreement will apply, and seniority will not accrue during this absence.

20-5. If an employee retires for age or disability (as defined by the Middlesex County Retirement Board), the employee shall receive severance pay in accordance with this article. In the event of the employee's death, the employee's beneficiary, as identified on the employee's Town-sponsored life insurance policy, shall receive the employee's severance pay. Severance pay is defined as 60% of the value of the employee's accrued sick leave balance in effect at the time of retirement or death. Such severance pay shall not exceed the amount as follows:

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

20-6. Effective January 1, 2011, the following Sick Leave incentive shall be implemented:

- a.) Two times one day's base pay for no sick leave used during the first 6 months of the calendar year (January 1st through June 30th).
- b.) Two times one day's base pay for no sick leave used during the second 6 months of the calendar year (July 1st through December 31st).
- c.) One additional Personal Leave day shall be granted for no sick leave used during the entire calendar year (January 1st through December 31st). The additional Personal Leave day will be credited in the calendar year following the calendar year in which no sick leave was taken. The additional Personal Leave day will be subject to the provisions of Article 19 Personal Leave.

20-7. An employee injured on the job may return to work on modified duty when cleared by the Town's medical authority. In the case of his/her non-work related illness, an employee may return to work on modified duty upon satisfactory medical documentation from his/her treating physician. Such modified duty is subject to work available as determined by the Division Superintendent and Human Resources Director. Modified duty is a temporary means to aid in the recovery of an injured or ill worker. Progression to eventual full duty is the expectation of the modified duty program. A modified duty program may be discontinued by the Division Superintendent at any point in time based on the availability of work or the supporting medical documentation.

20-8. Bargaining unit members may, at their option, authorize the transfer of up to 3 sick leave days per contract year to any number of bargaining unit members provided that the member in receipt of the transfer has exhausted his/her sick leave, vacation leave and personal leave accounts, and that the reason for the absence/illness qualifies as a bona fide use of sick leave as provided in this article, subject to verification by the Human Resources Manager. All transfers shall be authorized by the signature of the employee transferring the sick leave days, and authorization shall be provided to the Human Resources Manager by the bargaining unit in a single notification document containing all necessary signatures. Sick leave donated in accordance with this section shall not be counted against perfect attendance.

In the event the number of sick leave days transferred to a particular bargaining unit member exceeds the number of days used for a bona fide sick leave absence, the excess days shall be held in a Sick Leave Bank for use at a later date by other bargaining unit members as provided in this section. The Human Resources Manager shall maintain sick leave records and keep the Union Officers informed by memo, at least once per year, as to the number of available days in the Bank for use by other bargaining unit members.

Employees who retire or leave employment with the Town may donate up to 10 accrued sick leave days to a Sick Leave Bank, provided that the total Sick Leave Bank does not exceed 100 total days. Any such donation must be submitted to the Human Resources Director in writing. No employee to employee transfers shall occur as long as sick leave days remain in the Bank.

ARTICLE 21 - BEREAVEMENT LEAVE

21-1. The department shall grant an employee upon his/her request a paid leave of absence not to exceed 3 work days necessarily lost to observe the ritual attending the death of a member of the employee's immediate family. Immediate family shall include an employee's parent, child, grandparent, spouse, brother or sister, mother or father-in-law, brother or sister-in-law, step-child, step-parent, step-brother, step-sister, or any blood relative living in the same household. The department shall grant an employee upon his/her request a paid leave of absence not to exceed 2 days to observe the ritual attending the death of the employee's aunt or uncle.

21-2. In the event of the death of an employee's spouse, child or parent, the employee shall be granted 2 additional bereavement days.

ARTICLE 22 - MISCELLANEOUS LEAVE

22-1. Jury Duty If an employee is called to serve on jury duty, he shall be paid the difference between compensation for serving on jury duty and his normal regular base pay. Employees serving on jury duty should make every reasonable attempt to report for work on the days on which they serve. Reasonable documentary proof of actual service of jury duty must be presented in order for this compensation to be paid.

22-2. Court Time An employee summoned as a witness on behalf of the Town of Wayland shall be granted court leave. If an employee is summoned while on annual leave, he/she will be given an additional day of annual leave.

22-3. Leave of Absence An employee may apply for a leave of absence without pay. The application must be approved by the DPW Director, the Human Resources Director and the Personnel Board. An unpaid leave of absence will be granted only under unusual conditions. If a leave of absence is granted, no provision of this contract will apply, and seniority, sick leave and vacation days will not accrue during this absence. However, prior continuous service will be retained for purposes of seniority and eligibility for benefits. An employee may remain covered by the Town's Group Insurance Plan if he/she pays 100% of the monthly premium.

22-4. Family Medical Leave An employee shall be entitled to leave for any of the purposes listed in the Town of Wayland's Family Medical Leave Act Policy and in accordance with the Federal Family Medical Leave Act (FMLA) of 1993 and subsequent revisions. For the purpose of determining leave eligibility under FMLA, the 12-month "roll back" method shall be used. Requests for FMLA leave must be filed with both the DPW Director and Human Resources Director. An employee may use annual leave and/or sick leave to receive pay while on FMLA leave. Employees are subject to all provisions outlined in the Town of Wayland's FMLA policy.

22-5. Military Leave An employee called to Reserves or National Guard Duty will be compensated for the difference between military base pay and his regular base pay for the training period, not to exceed 15 days in a calendar year, upon satisfactory evidence of military base pay and completion of the training period. Military leave will not be charged to annual leave. This Article is only intended for periods of military training duty. Employees called for active duty will be subject to applicable federal law.

ARTICLE 23 - BUSINESS LEAVE

23-1. Subject to a prior written request and written permission from the Superintendent, time off with pay will be granted for job-related licensing and/or examinations if a scheduled work shift falls on the day of the examination.

23-2. There shall be no more than 1 Union steward per Division. A Division is currently defined as Highway (to include the Transfer Station), Parks and Water.

In so far as work requirements of a Division permits, the Union negotiating team will receive paid release time for Collective Bargaining with the Personnel Board or its designee during the Union negotiating team's regularly scheduled work shift. Although the parties recognize that collective bargaining may and does occur outside of the negotiating team's regularly scheduled work shift, it is understood and agreed that the negotiating team will not receive pay for engaging in collective bargaining with the Town for any hours outside of their regularly scheduled work shift and that the Union will continue to engage in collective bargaining outside of the negotiating team's regularly scheduled work shift. The Union negotiating team shall give their Superintendents reasonable advance notice of their need for release time for collective bargaining. A total of not more than 1 person from each Division may be absent from work at one time for such business.

23-3. Union Stewards have the right to visit DPW work locations or Town Building to discuss Union business with bargaining unit members so long as the amount of time spent is reasonable and prior notice is approved by the Division Superintendent.

ARTICLE 24 - GROUP INSURANCE

24-1. The Town has entered into a Memorandum of Agreement between the Town and the Public Employee Committee for the provision of health insurance benefits effective July 1, 2019 through June 30, 2022.

24-2. The Town agrees to provide life insurance in the amount of \$10,000 with an additional \$10,000 of accidental death and dismemberment coverage with 50% of the premium paid by the Town and 50% of the premium paid by the employee. At the employee's option and expense, additional life insurance will be made available.

ARTICLE 25 – JOB VACANCIES

25-1. All job openings shall be posted for either new or existing jobs for at least 10 working days. Position descriptions are available from the Human Resources Department upon request. Vacancies will be filled at the discretion of the Town.

25-2. Candidates will be selected based on relevant factors as determined by the Town. Those factors shall include but not be limited to: qualifications, the ability to perform the essential functions and seniority. If two or more internal candidates have equal qualification and ability to perform the essential functions of a job, the most senior candidate will be offered the position.

25-3 To encourage a policy of promotions from within, vacancies shall be posted prominently for 10 workdays prior to being filled. When a decision is made to fill a position within the bargaining unit, the Town will make every effort to fill the vacancy in a timely manner.

ARTICLE 26 – PART-TIME EMPLOYEES

26-1. A part-time employee is defined as a bargaining unit member who is regularly scheduled to work a portion of a full-time work week. In order to be eligible for insurance benefits, a part-time employee must work at least 20 hours per week.

Vacation, personal and sick leave accruals shall be pro-rated for each eligible part-time employee based upon the number of regularly scheduled hours worked.

Holidays, as identified in the Article 17-1 Holidays, shall be paid to an eligible part-time employee if the holiday occurs during an employee's regularly scheduled shift. Holiday pay shall be prorated based on the scheduled hours of work on the holiday.

Other contractual benefits, such as clothing allowances, will be prorated for eligible part-time employees based upon the regularly scheduled hours of work.

ARTICLE 27 – SENIORITY/REDUCTION IN FORCE

27-1. Seniority for purposes within the bargaining unit shall be defined as length of service in a Teamster affiliated position while in the employment of the Town of Wayland. Reductions in force shall be based on seniority, provided the employees being retained are properly qualified and licensed, in the reasonable judgment of the DPW Director, to perform the work of a less senior employee. Recall shall be in the reverse order of layoff. An employee to be retained or recalled for a job other than his/her own position must be qualified and licensed to perform the work.

- a. In the event of a reduction in force, the parties of this Agreement recognize their obligation under Chapter 150E, of the Massachusetts General Laws, to negotiate the impact of said reduction in force and hours on the bargaining unit, provided either party so requests to meet.
- b. Employees, who are laid off due to a reduction in force, will have recall rights for 2 years from their date of separation.
- c. Employees who have been laid off and are re-employed within 2 years will be credited with prior continuous service for purpose of seniority.
- d. Each laid off employee shall inform the Division Superintendent of his/her current address so that notice of possible rehiring shall reach him/her in a timely manner. If the laid off employee does not respond within 11 working days following the mailing of this recall notice by certified mail, return receipt requested, to his/hers last known address, his/her recall rights shall be canceled.
- e. No new regular employee shall be hired while any qualified and properly licensed employee is on layoff status and is still covered under recall rights, unless the position is first offered to such employee on layoff status. In case of future layoffs, no new seasonal positions will be created and filled to perform work normally done by the bargaining unit while any bargaining unit member is on layoff unless he/she is not qualified to perform the work or has declined the offer of seasonal employment. Any person on layoff will be notified of any part-time or seasonal job available within the 2 year period.
- f. Individuals not included in the bargaining unit shall not perform work normally assigned to employees of the bargaining unit with the exception of snow removal, seasonal employment and in cases of emergency. If all available members are deployed for snow removal, Division Superintendents will be permitted to operate snow removal equipment.

ARTICLE 28 - JOB STEWARDS

28-1. The Town recognized the right of the Union to designate job stewards and alternates. No more than 1 steward per division shall be designated at any one time.

28-2. The authority of the job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;

- b. the collection of dues when authorized by appropriate local union action;
- c. the transmission of such messages and information which shall originate with, and are authorized by the local union or its officers, provided such messages and information:
 - i. have been reduced to writing; or
 - ii. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Town's business.
- d. So far as work requirements of the Division permit, stewards will be permitted to investigate, present and process grievances on or off the property of the Town. The Town will provide paid release time to the steward when he/she is engaged in such investigation, presentation and processing of grievances during his/her regularly scheduled work shift. Stewards shall not receive time off or pay from the Town for any time spent investigating, presenting, and processing grievances outside of their regularly scheduled work shift.
- e. The Union reserves the right to remove the Steward at any time for the good of the Union.
- f. The job steward shall be the last employee to be laid off irrespective of seniority.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

29-1. The Town will not discipline any employee without just cause. Disciplinary action or measures may include verbal reprimand, written reprimand, suspension and discharge. Any written reprimand, suspension or discharge imposed upon an employee may be processed as a grievance through the regular grievance procedure. Copies of written reprimands, suspensions, or discharge notices for bargaining unit members will be provided to the union within 7 calendar days of issuing the discipline.

ARTICLE 30 - GRIEVANCE AND ARBITRATION PROCEDURE

30-1. A "grievance" is defined as a dispute arising under and involving the interpretation, meaning or application of the provisions of this Agreement. A grievance as above defined shall be processed in accordance with the following procedures:

Step 1. An employee desiring to process a grievance must file a written statement of the grievance with the Division Superintendent and the DPW Director. Said written statement must be filed no later than 15 working days after the employee knew or should

have known the facts on which the grievance is based. Said statement shall state the specific provisions of the Agreement and only the provisions of the Agreement which the Town is alleged to have violated. The grievance must be signed and dated by the employee. The Division Superintendent or the DPW Director shall meet with the employee within 5 working days following receipt of the notice and shall give a written decision, after consultation with the HR Manager, within 5 working days following the meeting with the employee.

Step 2. If the employee is not satisfied with the decision of the Division Superintendent or the DPW Director, he/she may file, within 5 working days following the decision, a written appeal with the Town Administrator and Personnel Board, setting forth the specific reasons why he/she believes the Agreement is being violated by the Town's action in question. Within 10 working days following receipt of the appeal, the Town Administrator shall either issue a written recommendation or schedule a hearing with the Personnel Board. Said hearing shall be held no later than 30 working days following receipt of the appeal. A decision shall be rendered by the Personnel Board within 5 working days after the close of the hearing.

Step 3. If the employee is not satisfied with the decision of the Personnel Board, he/she shall file, within 5 working days following the decision of the Personnel Board, a written appeal with the Board of Selectmen. The Board of Selectmen, or designee, shall take the matter under advisement and shall either issue a written decision or may hold a public or private hearing, and shall render a final decision within 30 working days after the close of the hearing.

30-2. The foregoing time limitations may be extended by mutual agreement of the parties. If the employee, Town and/or Union fails to comply with the time limits identified in this article, then the employee, Town and/or Union is foreclosed from pursuing its grievance any further.

30-3. In the event a grievance as defined in Article 30-1 hereof cannot be satisfactorily resolved during the grievance procedure, it shall be arbitrable at the request of the Union if it alleges a direct violation of the express purpose of the contractual provision in question, rather than of an indirect or implied purpose and involves a bona fide dispute concerning the meaning or application of such provision. A written notice of intention to arbitrate must be served upon the Town by the Union within 30 calendar days after issuance of the final decision by the Board of Selectmen, or designee, pursuant to Step 3 of the grievance procedure described in Article 30-1

30-4. Within 10 working days of the mailing of said notice of intention to arbitrate, the Town and the Union shall agree upon a mutually satisfactory arbitrator. If the parties cannot agree upon an arbitrator within such period, the American Arbitration Association will be requested to furnish a list of seven arbitrators and the parties shall select an arbitrator by each striking three names from the list.

30-5. The cost of arbitration shall be borne equally by the Town and the Union.

30-6. The arbitrator shall have no power to amend, change, alter or modify this Agreement or any provision thereof.

30-7. The employee, when discussing his/her grievance or complaint with management under any of the steps or processes set forth in this Article, may be accompanied by an official of the Union at all times, if he/she so desires.

30-8. The employee and a Union steward, or alternate, 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 steward will not receive pay 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.

ARTICLE 31 - NO STRIKES OR STOPPAGE

31-1. The Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, hereby agree that at no time will they cause, condone, sanction or participate in any strike, walkout, slowdown, sit down, picketing, sympathy job action, work stoppage, employee demonstration or any kind of cessation, interruption or interference with the performance of employment duties for the town of Wayland, the Union, its officials, members and all employees performing work within the scope of this Agreement, individually and collectively, further agree that, in the event of a violation of this provision any and all individuals involved shall be subject to discipline, discharge and liability for damages in accordance with M.G.L. Chapter 150E, or otherwise, in the Town's sole and exclusive discretion.

31-2. The Town agrees not to lock out employees during the term of this Agreement.

ARTICLE 32 - BULLETIN BOARD

32-1. Space shall be provided in DPW work locations for a bulletin board, to be supplied by the Town, for the posting of announcements relating to Union business.

ARTICLE 33 - SAFETY AND HEALTH

33-1. All employees subject to the provisions of this Agreement shall perform their duties in a safe working manner in accordance with the safety rules and regulations of the DPW. The Town will comply with all applicable State and Federal safety regulations. The Town and the Union agree to work together on issues of safety.

33-2. DPW Safety Rules and Regulations may be amended from time to time. Employees will be notified of any changes to the DPW Safety Rules and Regulations.

33-3. Employees who fail to abide by the Department Safety Rules and Regulations shall be subject to disciplinary action.

ARTICLE 34 - SUBCONTRACTING PROCEDURES

34-1. The Town shall make every effort to provide work for employees. In the event that work performed by said employees is subcontracted, resulting in the elimination of a bargaining unit position(s), the Town and the Union will cooperate to minimize the impacts of any such contracting.

ARTICLE 35 - STABILITY OF AGREEMENT

35-1. For the period during which it is effective in accordance with the above Articles, this Agreement amends, supersedes, and entirely replaces all previous agreements and understandings respecting wages, hours, and working conditions of employees in the Union as above defined. It constitutes the entire agreement and understanding between the Town and the Union on all matters that are properly the subject matter of collective bargaining. No amendment, alteration, or variation of the terms of this Agreement shall bind the parties hereto, unless made and executed in writing by both parties.

Should the Union allege a change in terms and conditions of employment inconsistent with M.G.L. c. 150E, it shall have 10 days from the date that it knew of any alleged change to request bargaining over such alleged change.

35-2. The failure of the Town or the 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 Union to future performance of any such term or condition, and the obligations of the Union or of the Town to such future performance shall continue in full force and effect.

35-3. The provisions of this Agreement supersede any conflicting or inconsistent rule, regulation or order promulgated by the Town.

35-4. 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 36 - DURATION OF AGREEMENT

36-1. This Agreement shall be in full force and effect from July 1, 2020 through June 30, 2023 and shall continue from year to year thereafter unless written notice of desire to cancel or

**APPENDIX A
HOURLY WAGES**

GROUP: TEAMSTERS - DPW

Effective: July 1, 2021

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	15 Years	25 Years
D1	--	--	--	--	--	--	--
D2	20.40	21.52	22.62	23.72	24.81	25.31	25.56
D3	21.02	22.16	23.32	24.46	25.61	26.12	26.38
D4	21.95	23.15	24.36	25.56	26.77	27.30	27.58
D5	22.45	23.72	24.99	26.26	27.54	28.09	27.54
D6	23.98	25.31	26.64	27.98	29.32	29.90	30.20
D7	25.50	26.89	28.29	29.69	31.10	31.72	32.03
D8	25.95	27.37	28.81	30.25	31.68	32.31	32.64
D9	26.43	27.87	29.32	29.72	32.22	32.87	33.20
D10	27.48	28.98	31.52	33.02	33.49	34.16	34.50
D11	28.51	30.07	31.63	33.19	34.76	35.46	35.81
D12	30.92	32.60	34.27	35.96	37.64	38.39	38.78
D13	31.64	33.38	35.11	36.85	38.59	39.36	39.75

D-2 Maintenance Worker

D-3 Grounds Worker 1

D-4 Grounds Worker 2

D-4 Medium Equipment Operator

D-4 Grounds Worker 2

D-5 Heavy Equipment Operator

D-5 Sr. Grounds Worker

D-7 Mechanic/Welder

D-7 DPW Working Foreman

D-8 Maintenance Mech/Welder/Water Worker 1

D-9 Lead Mech/Welder/Sr. Foreman

D-10 Water Worker 2

D-12 Water Worker 3

D-13 Water Working Foreman

APPENDIX B
DUES WITHOLDING AUTHORIZATION FORM

To be attached.

APPENDIX C



CONFIDENTIAL

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

To: Town of Wayland Human Resources Date _____
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, 2019 – June 30, 2022

See attachment

**TOWN OF WAYLAND
HEALTH INSURANCE WAIVER PROGRAM
JULY 1, 2019
See Attachment**

HEALTH INSURANCE INCENTIVE WAIVER PROGRAM

GUIDELINES

July 1, 2019 – June 30, 2022

- Employees participating in Town sponsored family and individual health insurance plans have the option to drop their health insurance coverage and participate in a Health Insurance Incentive Waiver program.
- To be eligible to participate in the Health Insurance Incentive Waiver program, current employees must have been enrolled as a subscriber in a Town sponsored health insurance plan within the previous 12-month period prior to applying for the waiver payment. Employees enrolling in a Town sponsored health plan as of July 1, 2019 must be enrolled for a period of 12 months before applying for the incentive waiver.
- Employees who were approved for the 2016-2019 waiver plan are required to re-enroll in the 2019-2022 waiver program. Such employees will be bound by the terms and conditions of the 2019-2022 plan.
- Employees who opt to participate in the program agree not to exercise their option to enroll in a Town sponsored health insurance plan for a 3-year period beginning July 1, 2019 and continuing through June 30, 2022 or for a designated approved period which shall expire on June 30, 2022.
- In order to participate in the HIIW program, newly enrolled employees must complete the attached Health Insurance Waiver Incentive application and provide proof of health insurance from another provider within 30 days of the application date, otherwise enrollment approval and waiver payments may be delayed.
- Employees who opt-out of Town sponsored health insurance and who provide proof of coverage will be eligible to receive a waiver incentive as follows:

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

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

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

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

Employees applying for the waiver after July 1, 2019 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 Fiscal 20. Installments will continue until such time as the program concludes or until an employee re-enrolls in a Town sponsored health insurance plan due to a qualifying event (see below). Employees who re-enroll in a Town sponsored health insurance plan during this 3-year period due to a qualifying event as described below, will not receive any further incentive installments following re-enrollment in a Town sponsored health insurance plan for the remainder of the program.

- Where spouses are employed by the Town and/or the School Department and where both spouses are eligible for family health insurance coverage, only one spouse shall be eligible to participate in the incentive waiver program for the family plan incentive.
- Employees who apply for an incentive waiver after July 1, 2019 will be considered for acceptance at the discretion of the Town Administrator.
- Employee who choose to participate in the waiver program may re-enroll in a Town sponsored health insurance plan during the 3-year waiver period only if the employee has a qualifying event as recognized in the plans' underwriting rules. The qualifying events are as follows:
 - 1) Marriage or divorce
 - 2) Birth or adoption of a child
 - 3) Death of a family member
 - 4) Loss of coverage through no fault of the employee or subscriber
 - 5) Change in hours which results in a change of employment status.

In order to re-enroll in a Town sponsored health insurance plan, an employee must notify the Benefits Manager within 30 days of the qualifying event(s) and provide written documentation of the same. When an employee re-enrolls in a Town sponsored health insurance plan, all waiver incentive installments shall cease. Annual open enrollment periods are considered to be a qualifying event. *

- 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. **(HIW Policy updated by the BOS on July 20, 2020)**
- 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.

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

TOWN OF WAYLAND
HEALTH INSURANCE WAIVER PROGRAM

JULY 1, 2019

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 (\$75.00) - Individual _____ 24 Bi-weekly Installments (\$166.67) - Family _____

School Employee:

24 Bi-weekly Installments (\$75.00) - Individual _____ 24 Bi-weekly Installments (\$166.67) - Family _____

20 Bi-weekly Installments (\$90.00) - Individual _____ 20 Bi-weekly Installments (\$200.00) - Family _____

terminate the agreement is served by either party upon the other at least 60 days prior to the date of expiration.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least 60 days prior to April 1, 2023 or April 1 of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such agreement. Upon receipt of said notice to revise or change terms or conditions, the parties agree to commence bargaining.

Signed this ___ day of _____, 2021

FOR THE TOWN OF WAYLAND
BOARD OF SELECTMEN

FOR LOCAL 170

Cathy C. Keneally
[Signature]
[Signature]
[Signature]
Lea T. Anderson

[Signature]
Mary E. May
Robert J. Boring Jr.
[Signature]