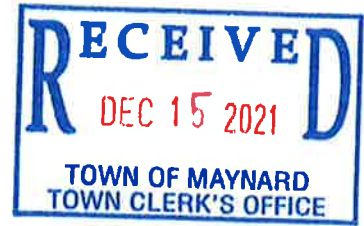


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AGREEMENT

BY AND BETWEEN

THE TOWN OF MAYNARD, MASSACHUSETTS

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL/CIO, STATE COUNCIL NUMBER 93, LOCAL 1703

JULY 1, 2020 TO JUNE 30, 2023

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1.0 PREAMBLE

This agreement entered into by the Town of Maynard, hereinafter referred to as the Town, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and conditions of employment.

1.1 RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing wages, hours and conditions of employment for all permanent full-time and part-time administrative employees of the Town of Maynard, librarians, and Town van drivers as certified by the Massachusetts Labor Relations Commission ("Commission"), excluding all managerial and confidential employees as described in case No. M.C.R. 3099 dated October 31, 1980, excluding all employees who work less than twenty (20) hours per week.

2.0 MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Select Board of the Town of Maynard, the Town Administrator or any other person or body exercising lawful authority and jurisdiction under the Constitution or laws of the Commonwealth of Massachusetts, the By-laws of the Town of Maynard; or any other statute or regulations, except as specifically set forth herein. The Town shall not be deemed to be limited in any way by this agreement in the performance of regular and customary functions of municipal management and reserves and maintains all powers, authority and prerogatives, including without limitation the exclusive right of the Select Board to issue reasonable rules and regulations governing the interpretation, application and administration of this Agreement and the conduct of employees covered by this Agreement; provided that no such rules and regulations shall be inconsistent with the express provisions of this Agreement.

3.0 UNION DUES AND INITIATION FEES

Only employees who expressly agree to pay an agency service fee to the Union by providing written authorization to the Town and Union in the form provided by the Union shall pay said agency fees. Said agency service fee will approximate an amount of money equal to that amount of money paid by comparable employees in the Bargaining Unit who are members of the Union; this agency fee shall be limited to and shall not exceed an amount equal to the Union's regular and usual membership dues for those employees covered by this Agreement. The Town agrees to deduct from each employee's earnings, following receipt of the aforesaid written authorization, the amount authorized by each employee and transmit said amounts to the Treasurer of the Union in accordance with the terms of authorization for payroll deduction for service fee as set forth herein. In the event an employee fails to provide written authorization of agency fee deductions, the Town shall not deduct the same.

The Union shall indemnify and save the Town of Maynard harmless against any and all claims, demands, suits or other form of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this section. The Town agrees that it will request the Town Treasurer to deduct membership dues from the wages of its employees who have voluntarily submitted a written authorization as described above. The Town will, to the extent permitted by law, and for all employees in the Bargaining Unit who are not members of the Union, on or after the 30th day following the beginning of such employment, or thirty (30) days following.

4.0 DISCRIMINATION

The provisions of this agreement shall be applied equally to all employees in the Bargaining Unit without discriminations as to age, sex, sexual orientation, gender identity, genetic information, disability, marital status, race, color, national origin, religion, military service, union/non-union affiliation or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision to the agreement.

5.0 GRIEVANCE PROCEDURE

Any grievance which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and department head, it is understood that the grievance procedure shall be utilized only after other methods of informal settlement are unsuccessful. Prior to filing a Step 1 grievance, the employee shall meet with the department head for informal, verbal discussion within ten (10) days of the occurrence. If attempts to resolve through the informal process fail, the employee may proceed to the formal process.

Step 1: The Union Steward, with the aggrieved employee, shall take up the grievance or dispute in writing with the Department Head within thirty (30) calendar days of the failure of initial informal verbal discussion with the department head. The Department Head shall attempt to adjunct the matter and shall respond to the Steward within ten (10) working days submittal.

Step 2: If the grievance remains unsettled, it shall be presented in writing to the Town Administrator or his/her designee, within ten (10) working days after the response of the Department Head is due. The Town Administrator, or his/her designee, shall respond in writing within ten (10) working days after submittal.

Step 3: If the grievance remains unsettled, it shall be presented in writing to the Select Board, for discussion and consideration at their next regularly-scheduled meeting after the response of the Department Head is due.

Step 4: In the event that the grievance remains unresolved by the Select Board, at the request of either party, the grievance shall be submitted within 30 days to the Massachusetts Department of Labor Relations. Costs associated with a mediation/arbitration process are to be paid 50-50 by the Town of Maynard and the Union.

6.0 SENIORITY

Seniority, within similar job classifications of the Town will be considered as the length of an employee's continuous service in the Town of Maynard. Seniority shall not be broken by vacation time, sick time, injury time, temporary layoff for less than three (3) months, authorized leave of absence for less than three (3) months or any call to military service for the duration of such call. Qualifications will be given first consideration in all cases of promotion, transfer or inter-department assignment of shift work, except in the event of layoff or decrease of work force. In the event individuals considered for promotion, transfer or inter-departmental assignment are of equal qualifications, seniority will be used to determine such promotion, transfer or inter-departmental assignment of work. Qualification and then seniority will be given consideration in all cases of promotion, transfer or inter-departmental assignment of shift work. In the event of a layoff or decrease in work force, seniority within similar job classifications shall be the deciding factor. Any employees laid off shall have the right to bump other

employees in the same department having less seniority so long as the senior employee has the qualifications necessary to perform the position. The most senior employee in a given department shall be recalled first so long as that employee has the qualifications necessary for the position being recalled.

An employee will forfeit his right to seniority if any one of the following conditions occurs:

1. If the employee quits or resigns his/her position.
2. If the employee is discharged, is terminated from his employment or retires from his/her position.
3. a. If the employee is absent from his/her position for five (5) consecutive working days without notifying the Town of his/her absence.
b. If the employee is absent with notification to the Town and if the reason for absence is determined to be inadequate.
4. If the employee fails to report for work at the expiration of a leave of absence granted by the Town.
5. If the employee has been absent from his/her work for a consecutive period of three (3) months for any reason.
6. All employees shall retain seniority rights upon return to work from vacation leave, authorized leave of absence or any other authorized leave up to three (3) months and authorized medical leave of up to one year if the following criteria is met:
 - a. The employee shall not accept other employment while on medical leave of absence.
 - b. If the person on leave accepts another position, the employer should be notified.
 - c. The employer may request medical examination, at any time, during the leave to determine if there has been any change in the medical status.
 - d. The termination of such leave will be at the discretion of the employer providing that such discretion shall not be unreasonably exercised.
 - e. A doctor's report that determines a person is physically fit to return to work should be submitted before said person returns to his/her position.

7.0 PROBATION

All new employees shall serve ninety (90) calendar days probationary period. During this time, the employee may be discharged or demoted at the discretion of the Town. Such action shall be based on the Administration's evaluation, and the employee shall have no recourse from any such action or decision under the tenors of this Agreement. The probationary period may be extended for another ninety (90) calendar days to fully evaluate the probationary employee's performance.

8.0 CLASSIFICATION, PAY SCHEDULE AND PERFORMANCE EVALUATION

There shall be attached hereto and incorporated herein a classification and pay schedule marked Appendix A. Employees shall be compensated in accordance with such schedule. Employees shall advance to their next step on the pay scale on July 1st of each year, subject to the "Town of Maynard Employee Evaluation" (attached hereto as Appendix B), and copied to the employee's personnel file in Human Resources, with the exception of July 1, 2021 due to the extended timing of negotiations for that year.

Appendix A contains the hourly wages for each job classification as amended per the following schedule:

- FY 2021: 0.50% increase to base rate effective July 1, 2020
No COLA retro 7/1/20 to 6/30/21. Lunches however will be retroactively paid to 7/1/20 for those members not previously receiving that benefit)

- FY 2022: 1.00% increase to base rate effective July 1, 2021
- FY 2023: 2.00% increase to base rate effective July 1, 2022

9.0 HOURS OF WORK

The work week shall be Monday through Friday, inclusive, with one (1) paid fifteen-minute break each half shift of at least four (4) hours. A 30-minute unpaid lunch break shall be included in each work shift of at least six (6) hours, not to include temporary or "flexed" schedules. The exact schedule for each employee shall correspond to the work hours of the assigned department. Temporary exceptions to meet individual needs can be made by a department head. Permanent changes for department or individual needs will be subject to bargaining.

Any employee called back to work for an emergency on the same day after having completed his/her regular shift and before his/her next regular scheduled starting time, will be paid at a minimum of three (3) hours and may choose compensatory time off or overtime pay, both at time and a half as long as it is mutually agreeable between employee and the Department Head.

The Library Staff shall be required to work to every third Saturday on a rotation providing appropriate staffing for the library. If staffing levels are reduced, the Library Director and staff will determine a mutually agreeable adjustment to this requirement. Permanent part-time employees will not work more than thirty (30) hours per week nor less than four (4) hours per day.

In a multiple person office (more than one Union Employee covered by this Agreement) the employees will stagger their breaks (lunch, coffee, etc.) so that at least one person remains in the office at all times..

10.0 JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the following:

1. Date of Posting.
2. Job Titles and Department where vacancy has occurred.
3. Salary.
4. Location.
5. Assigned hours of work, days off.
6. Example of duties
7. Qualifications necessary.
8. Closing date of application.
9. Person to -whom application should be made.
10. Signature of Department Head.

Copies of these job postings will be sent to the Union Steward by whoever prepares them.

This notice of a vacancy shall be posted for five (5) calendar days. Employees in the Bargaining Unit, along with any other parties who are interested, can apply in writing to the Department Head within five (5) calendar days of the close of the posted period.

Within five (5) calendar days following expiration of the posting period, if the Department Head agrees, the Town may award the position to one of the applicants after consideration in its discretion. Such discretion shall be reasonably exercised using the following factors, which include but are not limited to:

- Ability to do the job.
- Education and training directly related to the duties of the vacant position.
- Experience in related work.
- Overall Qualifications.
- Seniority.
- Work History.

The order in which the various items are presented is not necessarily the order in which they may be considered by the Town, such considerations being the prerogative of management. In the event that no applicant demonstrates to the Town sufficient capability to fill the vacancy, the Town may advertise the position outside of the Town Building premises and as frequently as deemed necessary.

In the event that two (2) or more internal applicants are considered approximately equal by the Town in accordance with the foregoing factors, then the Town shall award the most senior applicant the position, subject to the probationary period as defined in Section 7.0.

A vacancy is an opening caused by interdepartmental promotion, demotion, retirement, resignation, transfer or reassignment, termination or death of an employee, or the availability of new positions.

When an employee changes to a higher grade position, he/she will enter at a step that ensures him/her at least a 5% increase in hourly pay.

11.0 HOLIDAYS

The following days shall be paid time off (straight time): New Year's Day; Martin Luther King Jr. Day, Presidents' Day, Patriot's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, one half day on Christmas Eve Day, and Christmas Day.

Whenever a holiday listed above, falls on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays, listed above, fall on Sunday, the succeeding Monday shall be observed as the holiday.

Should any holiday fall on an employee's normal day off, the employee shall receive an extra day's pay, prorated to their number of regularly scheduled hours worked in a week, or an additional day off prorated to their number of regularly-scheduled hours worked in a week, at a time mutually agreed on between the Town and the employee.

An employee required to work on a holiday shall receive, in addition to his regular pay, time and one/half. A minimum call back of three hours will be paid. Any time worked beyond three hours, shall be paid time and one half for actual hours worked.

Permanent part-time employees receive time off for holidays as follows:

- Employees regularly scheduled to work thirty (30) hours or more per week shall receive paid time off for the full amount of hours that he/she is scheduled to work on the holiday.

- Employees regularly scheduled to work less than thirty (30) hours per week, but more than nineteen and three quarters (19.75) hours per week, shall receive paid time off on a pro-rated basis, which shall be determined on the basis of a forty (40) hour work week.
- Employees regularly scheduled to work 19.75 hours or fewer shall not be entitled to holiday time off benefits as contained in this Article.

12.0 VACATIONS

The vacation year shall be the period from July 1 to June 30 inclusive. Each employee shall be credited on July 1st of each year with vacation credits as follows:

- A. Newly hired employees shall receive two (2) weeks of vacation, pro-rated monthly from date of hire to June 30th. Pro-rated time shall be rounded up to the nearest half hour.
- B. An employee having worked one (1) year, but not having completed five (5) years, shall have two (2) weeks of vacation.
- C. An employee having worked five (5) years but not having completed ten (10) years shall have three (3) weeks of vacation.
- D. An employee having worked ten (10) years or more shall have four (4) weeks of vacation.
- E. An employee having worked twenty (20) years or more shall have five (5) weeks of vacation.

Selection of a vacation period within the schedule established will, in each department, be on a seniority basis. Request for vacation shall be made, in writing, at least seven calendar days prior to requested vacation unless an emergency situation arises. The Department Head must approve all vacation requests.

If the employment status of an individual is terminated, with regard to a person who has become entitled to an annual vacation, but has not yet taken it, such person shall be paid for any unused accrued vacation. Upon the death of an employee entitled to vacation allowance, such allowance shall be paid to the estate to whom the unpaid salary may be payable.

At the discretion of the department head, a maximum of one week of vacation time may be carried forward but it must be used by September 30th of that fiscal year. Approval will not be unreasonably withheld.

13.0 SICK LEAVE

13.1 Each employee shall be credited with sick leave with pay at the rate of Fifteen (15) days per year. Sick leave shall be capped at two hundred and twenty five (225) days. Any accumulation, which present employees have as of July 1, 2011, shall retain such accumulation.

13.2 After three (3) consecutive days of sick leave absence, the Department Head may request that the employee submit a physician's certificate of proof of illness or injury.

13.3 Sick Leave may, in the discretion of the Department Head, be granted for sickness and injury or for absence because of quarantines in the family.

13.4 Upon termination or for any reason except termination for just cause, employees may elect to receive fifty percent (50%) of unused sick leave in the form of compensation, providing employees notify the Town of such election not less than sixty days (60) prior to the effective retirement date.

13.5 Any new hire, effective July 1, 2011, will receive sick leave buy back at the rate of twenty percent (20%) of the total accumulation only upon retirement or layoff. Any employee hired on or after July 1, 2014 will not be eligible to receive sick leave buy back upon termination of employment.

13.6 When absence from work is to be taken for reason of illness, the employee shall promptly notify his/her department head; such notice to be given as early as possible on the day of absence and in any event no later than by or before 10:00 A.M. or within two (2) hours after the beginning of the employee's work shift, whichever is later. If the Department Head cannot be reached the employee shall promptly notify the Town Administrator's Office. Failure to notify supervisor of illness may result in progressive discipline at the discretion of the employee's supervisor.

13.7 Sick Leave Bank

A. There shall be a Sick Leave Bank for the purpose of making sick leave available to employees with long-term illness or injury who need and merit additional sick leave. The Treasurer-Collector and two representatives of the Union will constitute the Administrators of the bank. The Administrators will act by a majority vote and the Treasurer-Collector will keep written records of their actions.

Each Union member will accumulate 0.25 days each month he/she is eligible to contribute.

The Treasurer-Collector and the Union members will meet two (2) times a year to update records, once in December and once in June. From this meeting, a list of total accumulated days will be made available to update Union members.

B. Contributions

For each Union member .25 sick days will be credited to the bank in the month they are earned. Each fiscal year on July 1, until there are 210 sick days earned in the bank, there will be three (3) sick days deducted from each employee's accumulated sick days (or from his/her current annual entitlement if he/she has no accumulated days) and credited to the bank. All employees hired after July 1, 2014 shall contribute 15 hours of accrued sick leave to the bank at the conclusion of the first year of employment irrespective of whether there are 210 sick days earned in the bank. Annually, thereafter, on each July 1, if the administrators determine that the sick days in the bank have fallen below 210, the administrators may again require annual deduction of up to three (3) sick days from each employee credited to the bank. The Administrators must impose the deductions uniformly upon all employees and they may not deduct more days than required to bring the bank up to 210 days.

An employee will get credited in an annual deduction for his/her earned sick days in excess of the accumulation cap which have been credited to the bank within the prior twelve (12) months.

C. Grants of Sick Leave

The Administrators may grant sick leave to employees who request it in writing. The Administrators shall be guided generally by principles of need and fairness, which include the following guideline:

1. Grants may be made only to employees who have exhausted their own current and accumulated sick leave and personal time off benefits.
2. An Employee may be granted sick time up to 80 hours for every full year of service to the Town.
3. In cases where a grant of sick leave is inappropriate or insufficient, the Administrators may lend sick time to the employee. As an employee accrues new sick leave, it will be credited to the bank

to repay the loan. The loan will not exceed the amount in the bank. Any unpaid balance of the loan will be deducted from the bank.

4. An employee, to be eligible for said sick leave grant, shall have fifty percent (50%) or more of his/her total sick leave entitlement accumulated at the onset of the current long-term illness or injury. This provision shall not apply if the employee demonstrates to the Plan Administrator that his/her accumulated sick leave was below the above-mentioned level due to periods of illness or injury that extended beyond single day use of said sick leave.
5. Documentation of medical necessity of leave may be requested of an employee asking for sick bank hours.

13.8 Sick Leave Buy-Back Incentive

Beginning on July 1, 2007, employees with more than 50 accumulated sick days and less than a maximum of 225 sick days will be permitted to buyback annually up to 10 days maximum from their unused balance of sick days from the previous fiscal year at the rate of 50% of their then applicable rate of base pay. To exercise this option and to buy back a specified number of sick days in excess of 50 from the previous year's unused balance, the employee shall give the Department Head and the Town Administrator Notice of his/her desire to buy back a specified number of days by December 1 prior to the fiscal year in which he/she desires to buy-back some of the excess days over 50 days from the previous fiscal year's balance. The December 1st deadline to request the buy-back ensures the Town may budget for the buy-back in the subsequent fiscal year. Payment is to be made in the first payroll of the fiscal year following the request at the rate the employee is earning when the payment is received.

14.0 BEREAVEMENT LEAVE

Employees shall be paid for regular scheduled time lost due to a death of an employee's father/step-father, mother/step-mother, child /step-child, wife, husband, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, grand-daughter, grandson, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew and spouse's grandparent up to a maximum of five days. For special circumstances owing to transportation requirements, the department head may extend bereavement time beyond the date of the funeral. Employees can petition the TA to use bereavement leave for the loss of relations not listed above.

15.0 PERSONAL DAYS

Each employee shall be granted four (4) personal days at his/her regular rate of pay, prorated to his/her date of hire for new hires. Notification of the need for personal time off shall be given to the employee's manager as reasonably practicable.

16.0 JURY DUTY

If an employee is called to jury duty, he/she shall receive an amount equal to the difference between normal compensation and the amount (excluding travel allowances) received from the court, upon presentation of evidence of the amount paid by the court.

17.0 EMPLOYEE BENEFITS

The Town, acting through its Town Administrator, may, whenever any question concerning an employee's health, physical fitness, physical capability, or illness arises under this agreement or in any other context, order that said employee be examined, at the Town's expense and without any loss of salary to the employee, by a physician or surgeon chosen by the Town. The decision to order such examination shall not be an arbitral grievance under this agreement.

The Town shall fund 75% of the monthly medical insurance premium for employees eligible for such benefits. Any changes to medical benefits shall be made in accordance with applicable law.

The Town agrees to reopen this contract if future negotiations with other Unions result in dental and eyeglass coverage within its medical plan.

17.1 Health Insurance Opt-Out

Employees hired since July 1, 2012 must be on the Town's health insurance for at least 24 consecutive months prior to applying for the opt-out provision. Employees applying for the opt-out provision will receive \$1500 per fiscal year if opting out of an individual plan and \$3000 per fiscal year if opting out of a family plan. To qualify, an employee must provide proof, annually, that they have insurance coverage from another source. Employee's may re-join the health insurance program due to a qualifying event (refer to Town insurance provider and IRS regulations regarding what constitutes a qualifying event) but will not be eligible for the stipend if they are carrying the Town's health insurance during any part of a fiscal year.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so at the \$1500 per year rate.

Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year.

17.2 Life Insurance

The Town shall pay for 100% of the cost of a \$5,000.00 life insurance and Accidental Death & Dismemberment policy for each member of the Union subject to life insurance carrier acceptance. At the option of and entirely at the employee's own expense, such policy may be increased to the amount of \$10,000.00.

18.0 EXTREMES OF WEATHER

When heat is excessive and temperature within the building reaches 90 degrees (Fahrenheit) or when there is a failure in the heating system and the temperature within the building is below 64 degrees (Fahrenheit), the Town's Administrator or designee will make recommendations for personnel to go home or will make other suitable arrangements to remedy the situation. The Town's Administrator or designee shall determine if external weather conditions necessitate closure of Town Buildings and that personnel are relieved of duty at no loss of pay. Should an employee be on scheduled paid time off and weather conditions necessitating closure also cause an appointment or event to be cancelled, said employee may be reinstated the time off used at the discretion of the Town Administrator or equivalent. Should an employee be deemed essential personnel, said employee shall be credited with compensatory time. The Town Administrator or designee will notify all department heads, as soon as possible, regarding any/all emergencies.

18.1 WEATHER EMERGENCIES

In the event that the Town Administrator or designee declares a weather or state of emergency, all Non-essential employees will be granted time off without loss of pay. Depending on type of emergency, essential employees will be determined by the Town Administrator or designee. The will notify the Town Administrator or designee will notify all departments heads, as soon as possible, about any/all emergencies.

19.0 MILITARY LEAVE

Military Leave shall be in accordance with Chapter 33, Section 59 of the Massachusetts General Laws, accepted by the Annual Town Meeting on March 4, 1968..

20.0 SAFETY COMMITTEE CODE

Upon request, anyone can reconvene the Safety Committee, composed of two (2) representatives of the Union, to be selected by the Town Administrator. Said committee shall appoint a chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this agreement agree to enforce whenever practiced and so long as such code may be in compliance with other applicable laws, codes, by-laws or other regulatory agencies of the Commonwealth of Massachusetts or the Town.

21.0 ITEMS PROVIDED BY TOWN

The Town agrees to provide such reasonable material, equipment, tools or necessary license fees as may be required to enable employees to perform the duties assigned pursuant to this agreement.

22.0 PARENTAL LEAVE

In compliance with Massachusetts General Laws, Chapter 149, Section 105D, or up to twelve (12) weeks, whichever is greater, in the aggregate if two employees of the Town give birth to or adopt the same child.

23.0 EMPLOYEE RECORDS

A copy of any written statement or report which is of critical nature and is made by a member of management or a designated supervisor concerning an employee, which statement is to be retained by the Town in the employee's personnel file, shall be shown to the employee, who shall verify in writing either that he has read it or that he has had an opportunity to read it. If the employee refuses to read or sign such a statement, the supervisor or other person in whose presence the employee read or was shown the statement or report was read or acknowledged by the employee and that the employee refused to read or sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time of the statement or report is prepared, management or the designated supervisor shall file with the statement the reason for showing this statement to the employee at the time of filing.

No action shall be taken by the Town based solely on such statement unless it appears in the file that the employee read or had the opportunity to read the statement, it is specifically provided, however, that such record may be retained in the file and may be considered in any subsequent action by the Town if the record then shows that the employee has read or had the opportunity to read this statement. The employee shall be permitted to make a two (2) page written rebuttal explanation as to any such report, and the employee's written statement shall be shown to the Department Head, if such statement is materially related to the statement by management, it will be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

24.0 MISCELLANEOUS PROVISIONS

24.1 Bulletin Boards

Announcements shall be posted in conspicuous places where employees enter or leave the premises, or where meal breaks are taken. Parties to this agreement, both of whom may use the bulletin boards for notices of routine nature, agree that denunciatory or inflammatory written material shall not be placed on such bulletin boards.

24.2 Mileage

Employees who use their own car for Town travel shall submit vouchers for said travel. This travel must be approved by the Department Head prior to any reimbursement by the Town. Mileage reimbursement will be paid consistent with IRS Guidelines in effect at the time of travel.

24.3 Educational Leave

Leave with pay to attend area education conferences may be granted at the discretion of the Department Head.

24.4 Educational Development

Any member of the bargaining unit who has acquired college credits in a program approved by the State Board of Education shall receive an Educational Development Base Salary Increase according to the following schedule:

- 30 Acquired College Credits- 5% of Base Salary
- Associates Degree- 10% of Base Salary
- Bachelor Degree- 15% of Base Salary

Credit accumulation shall only apply to subjects which are job related. The student must receive a minimum grade of 2.0 on a 4.0 scale for each course to be eligible for Educational Development pay.

Satisfactory completion of all courses or degrees shall be submitted by the employee to the Department Head, who shall cause the employee's base salary to be appropriately increased.

Full-time employees will give notice, on a form provided by the Town, of their intentions to seek Educational Development Base Salary Increase by October 1st of the previous fiscal year.

Any employee hired on or after July 1, 2014 will not be eligible for any educational development pay.

24.5 Van Driver Uniform

The Council on Aging Director shall ensure that van drivers have appropriate outerwear that identifies them as Town of Maynard employees while providing seasonally appropriate clothing. Appropriate items include footwear, long and short sleeve shirts, and an all-weather coat. Quantities needed and replacement frequency will be determined by the COA Director and the cost of the items shall be paid by the Town.

24.6 Job Upgrade

An employee who is assigned to fill in a higher job classification on a temporary basis for more than five (5) working days will be temporarily paid the corresponding pay rate for that grade. Any employee reassigned to the same position within twelve (12) months of the previous assignment to the upgraded job will not be subject to the five (5) day waiting period. The effective date of any pay increase shall be

the beginning of the assignment. At the end of the assignment, employees shall return to the grade and salary previously held, plus any adjustments to salary that may have occurred in the meantime.

This provision is not applicable when the higher-job-classified employee is out on vacation, less than 10 days sick, or personal time away from the office.

This provision is not applicable when an employee is temporarily assigned to work with an employee (not to replace an employee) in a higher grade for the purpose of providing a cross-training and/or development opportunity. Employees shall not be disciplined for refusing such opportunities.

This provision is not applicable when the job description reflects a fill-in roll and assignment is within the scope of such role. In the absence of a department head, members will report to the Town Administrator or designee.

24.7 Job Reclassification

The employer agrees to consult the Union before any position is reclassified.

24.8 Union Agency Access to Premises

Upon reasonable notice to the Town, the Town agrees to permit one representative of AFSCME, AFLCIO and/or Council 93 and/or Local1703 to enter the premises at a mutually agreeable time for individual discussion of working conditions with employees, provided specifically that such representative may not, in any manner, interfere with the performance of duties assigned to the employees or impede the ability of any municipal employee to adequately perform their duties in an effective manner. Union officers/stewards shall be granted reasonable time to investigate and participate in the grievance process during work hours. Union officers/stewards shall also be granted time to meet with newly hired employees, without charge to the pay or leave time of such an employee, for not less than 30 minutes, not later than 10 calendar days after the date of hire during new employee orientation or, if the employer does not conduct new employee orientation, at an individual or group meeting.

24.9 Serving on a Town Board

Any Union member serving on a Town Board or Committee will be allowed time off with pay to attend meetings of said Board or Committee.

25.0 CLERICAL UNION GRADE & STEP TABLE

Upon employment, an employee shall be placed at the minimum step of the salary assigned to the class to which appointed. However, with prior approval by the Town Administrator, and the Town Administrator finds that a position is difficult to fill for any reason, appointment may be made at the second or subsequent step in the salary range.

25.1 Anniversary Date

All step adjustments to pay will occur on July 1st of each year except that employees hired or promoted between April 1 and June of a year will only receive a COLA (if applicable) and not a step increase on the first July 1st after their hiring or promotion.

26.0 PROHIBITION OF STRIKES

There shall be no strike or lockout during the term of this agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike. No employee covered by this agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of service. Should any employee or group of employees, covered by this agreement, engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

27.0 EFFECTIVE DATE AND DURATION

The provisions of this agreement shall become effective on July 1, 2020 and will continue in full force and effect through June 30, 2023. This agreement shall thereafter automatically renew through the year to year unless prior to October 1 of any year thereafter, either party notifies the other in writing of its desire to terminate or modify this agreement. Such notification shall be sent by registered United States Mail to the responsible signatures of this Agreement.

28.0 SUCCESSOR CLAUSE

Both parties agree to be bound by the terms and conditions of Agreement during the period between the date of expiration and the date of execution of a new agreement.

Appendix A: Job Titles and Wage Table

GRADE I, II, III currently have no positions in this agreement.

GRADE IV

Principal Clerk, Parking Clerk, Van Driver

GRADE V

Departmental Assistant (Asst. Town Clerk, Asst. Treasurer, Asst. Collector,
Assessor's Clerk, DPW Clerk, Accounting Clerk, Treasury Clerk);
Library Circulation Assistant; Library Technician

GRADE VI

Administrative Assistant, Children's Librarian w/out MLS, Young Adult Librarian w/out MLS,
Children's & Young Adult Librarian w/out MLS, Collection Services Librarian w/out MLS Reference
Librarian w/out MLS, Assistant Town Accountant, Assistant Treasurer/Collector

GRADE VII

Children's Librarian with MLS, Young Adult Librarian with MLS, Children's & Young Adult Librarian
with MLS, Collection Services Librarian with MLS, Reference Librarian with MLS

GRADE VIII

Assistant Library Director

AFSCME Grade and Step Table July 1, 2020 - June 30, 2023								
FY21 No changes except COLA								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 4	\$ 21.0844	\$ 21.6115	\$ 22.1518	\$ 22.7056	\$ 23.2732	\$ 23.8550	\$ 24.4514	\$ 25.06
Grade 5	\$ 23.8081	\$ 24.4033	\$ 25.0133	\$ 25.6387	\$ 26.2796	\$ 26.9366	\$ 27.6101	\$ 28.30
Grade 6	\$ 27.3654	\$ 28.0496	\$ 28.7508	\$ 29.4696	\$ 30.2063	\$ 30.9615	\$ 31.7355	\$ 32.53
Grade 7	\$ 30.1020	\$ 30.8545	\$ 31.6259	\$ 32.4165	\$ 33.2270	\$ 34.0576	\$ 34.9091	\$ 35.78
Grade 8	\$ 31.6071	\$ 32.3973	\$ 33.2072	\$ 34.0374	\$ 34.8883	\$ 35.7605	\$ 36.6545	\$ 37.57
FY22 No changes except COLA								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 4	\$ 21.2952	\$ 21.8276	\$ 22.3733	\$ 22.9326	\$ 23.5059	\$ 24.0936	\$ 24.6959	\$ 25.31
Grade 5	\$ 24.0461	\$ 24.6473	\$ 25.2635	\$ 25.8951	\$ 26.5424	\$ 27.2060	\$ 27.8862	\$ 28.58
Grade 6	\$ 27.6391	\$ 28.3301	\$ 29.0383	\$ 29.7643	\$ 30.5084	\$ 31.2711	\$ 32.0529	\$ 32.85
Grade 7	\$ 30.4030	\$ 31.1631	\$ 31.9422	\$ 32.7407	\$ 33.5592	\$ 34.3982	\$ 35.2582	\$ 36.14
Grade 8	\$ 31.9232	\$ 32.7212	\$ 33.5393	\$ 34.3777	\$ 35.2372	\$ 36.1181	\$ 37.0211	\$ 37.95
FY23 No changes except COLA								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Grade 4	\$ 21.7211	\$ 22.2641	\$ 22.8208	\$ 23.3913	\$ 23.9761	\$ 24.5755	\$ 25.1898	\$ 25.82
Grade 5	\$ 24.5271	\$ 25.1402	\$ 25.7687	\$ 26.4130	\$ 27.0733	\$ 27.7501	\$ 28.4439	\$ 29.15
Grade 6	\$ 28.1919	\$ 28.8967	\$ 29.6191	\$ 30.3596	\$ 31.1185	\$ 31.8965	\$ 32.6939	\$ 33.51
Grade 7	\$ 31.0111	\$ 31.7863	\$ 32.5810	\$ 33.3955	\$ 34.2304	\$ 35.0862	\$ 35.9633	\$ 36.86
Grade 8	\$ 32.5616	\$ 33.3757	\$ 34.2101	\$ 35.0653	\$ 35.9419	\$ 36.8405	\$ 37.7615	\$ 38.71



Appendix B: Sample Evaluation

Town of Maynard

Employee Evaluation

Following the review of the employee's job description for accuracy, this form should be used ~~upon hiring~~ to ~~validate~~ acknowledge whether a new employee has progressed through the probationary period of hiring, and at least once annually for all employees to acknowledge ~~that~~ whether the employee continues to perform at an acceptable level for the position.

Employee: _____

Date of Evaluation: _____

Supervisor: _____

Job Title: _____

1. Briefly describe how the employee has succeeded in his or her position since the last evaluation was conducted.

Enter the information here:

2. Note any work-related deficiencies in this employee's performance.

Enter the information here:

3. Some deficiencies noted in item #2, above, may be resolved with the direct communication between supervisor and employee intended by this process. Others may require a formal improvement plan for the employee. This plan must have measurable objectives ~~and be completed~~ which must be successfully met by the employee within 90 days of this evaluation. For some circumstances, a longer timeline may be established but regardless of the timeframe established, regular progress toward eliminating the deficiency must be noted at least monthly. All records of the efforts and progress should be attached to this report for review. Employees on an improvement plan will not receive a Step increase until successful completion of the plan. Such increases will then be paid retroactively. Failure to complete the plan will result in no Step increase and further personnel action.

If a formal plan is warranted, attach it to this document and notify the employee that a copy will be placed in the employee's personnel file.

Supervisor

Employee

This agreement entered into this: 7th day of December, 2021:

FOR THE TOWN-OF MAYNARD:

David A. Gavin
David Gavin, Chair, Select Board

Jeffrey Swanberg
Jeffrey Swanberg, Select Board

Chris DiSilva
Chris DiSilva, Select Board

Justine St. John
Justine St. John, Select Board

Armand Diarbekirian
Armand Diarbekirian, Select Board

FOR AFSCME, AFL/CIO, LOCAL 1703:

Marie Morando
Marie Morando

Diane Donovan
Diane Donovan

Jeremy Robichaud
Jeremy Robichaud

Dan Morse
Dan Morse, Field Representative

ATTEST:

Joanna Bilotta-Simone

Joanna Bilotta, Town Clerk

Stephanie Duggan

Stephanie Duggan, IIR Coordinator (for file)

