

# AGREEMENT

Between

**TOWN OF MAYNARD, MASSACHUSETTS**

and the

**MASSACHUSETTS LABORERS' DISTRICT COUNCIL**

on behalf of

**PUBLIC EMPLOYEES' LOCAL UNION 272**

**MAYNARD PROFESSIONAL PERSONNEL**

of the

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA**



JULY 1, 2022 - JUNE 30, 2025

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## **ARTICLE 1 - PREAMBLE**

**1.1 AGREEMENT** made this 1<sup>st</sup> day of July, 2022 by and between the Town of Maynard, Massachusetts, hereinafter called "The Employer", and the Massachusetts Laborer's District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called "Union", in behalf of Local Union Number 272 on behalf of employees in the Town of Maynard, Professional Personnel as contained in the certification of the Massachusetts Labor Relations Commission MCR-03-5067.

## **1.2 DEFINITIONS**

- *TOWN* shall mean Select Board of the Town of Maynard, Massachusetts.
- *UNION STEWARD* shall mean the person authorized in writing by the Union to act on its behalf on day to day matters.
- *TOWN ADMINISTRATOR or its ACTING OR INTERIM TOWN ADMINISTRATOR* shall be the then current Town Administrator of the Town of Maynard.
- *PROFESSIONAL PERSONNEL* shall mean the members of the Union.

## **ARTICLE 2 - RECOGNITION**

**2.1** The Town recognizes the Union as the exclusive collective bargaining agent, so certified by the Massachusetts Labor Relations Commission, MCR-03-5067.

**2.2** The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

The Union recognizes the Town's right and authority to maintain efficient operations and services for its residents. Without limiting the generality of the foregoing or abridging the Town's obligation under MGL 150e to bargain changes in working conditions with the Union upon request, the Town of Maynard exclusively reserves to itself through its management officials the rights, power, and authority to: direct employees, to hire, promote, require reasonable standards of performance, transfer, assign, and retain employees within the bargaining unit covered by this Agreement; to direct, control, train, supervise, and evaluate the employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the

evaluation, to grant and schedule leave, and to suspend, demote, discharge, or take other disciplinary action against any employee for just cause, to determine the number and location of departments; to lay off employees from duties because of lack of work or other legitimate reasons, to recall employees, demand reasonable overtime, maintain efficient operations, determine the means, methods, and personnel by which such operations are to be conducted, to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, to institute technological changes from time to time and to take whatever action may be necessary to carry out the mission of the applicable departments in an emergency; provided the Town shall not violate any express and specific provisions of this Agreement. The Town's failure to exercise any right reserved to it, or its exercise of a right in a particular way will not be considered a waiver of the Town's right to exercise the right in some other way not in conflict with this Agreement.

#### **ARTICLE 4 - AGENCY FEE**

All permanent employees who are members of the Union as of July 1st, 2004, and all new permanent employees hired thereafter may contribute an amount equal to an Agency Service Fee to the Union, which shall be commensurate with the cost of collective bargaining and contract administration pursuant to Chapter 150E, Section 12 of the Massachusetts General Laws. No Employee other than permanent full-time employees shall be eligible to become a member of the Union. No such fee may be imposed unless and until said employee submits written authorization to the Town and the Union to deduct said fee from the employee's salary. In consideration therefore, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Town which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the agency service fees. The parties agree to comply with any amendments to G.L. c. 150E as they pertain to the imposition of agency fees or ad hoc fees for services by the Union; to achieve said compliance, the parties shall meet within thirty (30) days of notice by the Union to the Town that said amendments have occurred to negotiate in good faith contract amendments to achieve compliance therewith.

#### **ARTICLE 5 - PAYROLL DEDUCTION OF UNION DUES**

**5.1** The Employer agrees to deduct from the wages of each employee who authorizes the Town in writing to do so, such initiation dues and monthly dues as the Union shall designate. Dues are to be taken out weekly. The amount of dues and initiation fee to be deducted shall be the amount identified on the check off authorization. The form to be used shall be provided by the Union but subject to the approval of the Town. The form shall clearly designate in writing the procedure by which the employee may

withdraw such authorization. In consideration therefore, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities or costs of the Town which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of the agency service fees.

## **ARTICLE 6 - UNION BUSINESS**

**6.1** Union Steward may consult with the Town Administrator when reasonably convenient to said Town Administrator, on any matters of Union business. The Town Administrator shall arrange for such meeting and be reasonably accessible.\_\_\_\_\_

## **ARTICLE 7 - NO DISCRIMINATION**

**7.1** There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, religion, gender, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, veteran status, or union or non-union affiliation.

**7.2** The Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, religion, gender, sex, sexual orientation, gender identity or expression, national original, age, genetic information, disability, veteran status, or union or non-union affiliation.

## **ARTICLE 8 - APPLICABLE LAW AND REGULATIONS**

**8.1** It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, ordinance or published regulation to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer to do anything inconsistent with said law, ordinance, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority have jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and Agreement shall at all times be applied subject to such laws.

## **ARTICLE 9 - SEVERABILITY**

**9.1** If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

## **ARTICLE 10 - NO STRIKE OR LOCKOUT**

**10.1** 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 or impose a duty or obligation to conduct assist, or participate in any strike.

**10.2** 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 or services.

**10.3** 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.

## **ARTICLE 11 - GRIEVANCE AND ARBITRATION PROCEDURES**

**11.1** Any matter involving the interpretation or application of this contract may be the subject of a grievance. While nothing in this contract shall contravene or discourage an informal attempt to discuss and settle issues between employee and Town Administrator or designee, 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 Town Administrator 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.

The formal grievance steps are as follows:

**Step 1:** The aggrieved employee shall submit a written grievance to the Town Administrator or designee within thirty (30) calendar days of the failure of initial

informal verbal discussion with the Town Administrator. The grievance shall be signed by the aggrieved employee and his Union representative and shall be dated and shall specify the following:

1. All facts which are pertinent.
2. The section of the contract involved.
3. A summary of the cause of the grievance.
4. Date of delivery of grievance to the Town Administrator or designee.
5. Requested remedy or relief.

Within seven (7) calendar days after the filing, the aggrieved employee's immediate Town Administrator or designee shall arrange for a conference with the aggrieved employee and his Union representative, and other person authorized by said Town Administrator or designee, and the grievance shall be discussed. Within ten (10) calendar days after the discussion or discussions have concluded, the Town Administrator or designee shall provide the employee with a written answer.

**Step 2:** Any grievance which is unresolved on the completion of Step 1, maybe referred within (30) days, to the Select Board.

**Step 3:** Any grievance, which is unresolved on the completion of Step 2, may be referred, within thirty (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.

**11.2** Notwithstanding any other provisions of this Agreement to the contrary, issues subject to retirement Board, Civil Service Commission, or other similar subject matters which have rights of appeal, shall not be the subject of arbitration or conciliation.

## **ARTICLE 12 - STABILITY OF AGREEMENT**

**12.1** No agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**12.2** The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of the Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such term or condition and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

## **ARTICLE 13 - PERMANENT VACANCIES**

**13.1** The vacancy shall be filled on the basis of qualifications and ability. Qualifications will be determined by the Town Administrator or designee in accordance with the Town Charter, in consultation with the Board of Assessors, the Council on Aging Board of Directors, or the Library Trustees, depending in which department a vacancy is being filled.

**13.2** The Town Administrator or designee in accordance with the Town Charter, and in consultation with the Board of Assessors, the Council on Aging Board of Directors, or the Library Trustees, depending on the department in which the vacancy is being filled shall be the sole judge of qualifications and ability. Any dispute may be subject to the Grievance and Arbitration Procedure set forth in Article 11.

## **ARTICLE 14 - WAGES**

### **14.1**

**Year 1:** 9/6/22 – 6/30/23:      **2.50% COLA**  
**Year 2:** 7/1/23 – 6/30/24:      **2.75% COLA**  
**Year 3:** 7/1/24 – 6/30/25:      **3.00% COLA**

<u>Step</u>	<u>Years of Service in Position</u>	<u>Step Increase</u>
Step 1	5 years	.25%
Step 2	10 years	.25%
Step 3	15 years	.25%

### **14.2 Wage Adjustments**

**14.2.1** Both parties agree that management will be able to meet with each individual member, accompanied by a Union Representative, to revise the employee's job description as needed to accurately reflect the responsibilities and duties and qualifications of the position. Should duties change during the contract term, the union may petition the Town Administrator for a salary adjustment. Job Descriptions shall be reviewed by individual members and their immediate supervisor at least once annually.

**14.2.2** The Town Administrator reserves the right to set individual new hire salaries based on a candidate's experience and education, and salaries of comparable towns, thereafter following increases as dictated in the contract beginning the July 1st following the date of hire.



**14.3** The Town and Union agree to conduct a salary survey and job classification study to increase salaries, if appropriate, with each contract renewal.

## **ARTICLE 15 - HOURS OF WORK, COMPENSATORY TIME, FLEX TIME**

**15.1** In accordance with the US Department of Labor 29 CFR Part 541 ((FLSA)), as amended, and as specifically defined in Section 13(a)(1), employees of this bargaining group are considered salaried, professional employees and are exempt from overtime payments for work in excess of forty (40) hours per week. An exception is made for employees, who from time to time, cover scheduled shifts within their department but not during their own regularly scheduled shift. Extra compensation is not warranted for employee time in excess of forty (40) hours per week in the execution of the employee's normal responsibilities as a supervisor except as noted in Article 15.2.

**15.2** Employees will work forty (40) hours per week with a schedule appropriate to their assigned department (Town Hall, Library, etc.). Employees in this bargaining unit are expected to attend meetings of their respective boards, Town Meetings(s), and meetings may occur outside the regular work schedule and are considered part of the employee's responsibilities. Employees, with supervisor permission, shall modify their scheduled workday, by either arriving late the day of the meeting or the date following the meetings, or leaving early the day after meeting. When this cannot be accommodated, approval may be given to earn compensatory time for each hour worked (hour for hour) for attending said meetings. Employees who are called back to work or called to work by their supervisor for anything other than their regular work schedule will earn compensatory time at 1.5 hours compensatory time. Compensatory time earned under this section shall be used within six (6) months.

## **ARTICLE 16 - HOLIDAYS**

**16.1** All permanent full-time and permanent part-time shall receive one day at straight time pay for the following legal holidays:

New Year's Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Juneteenth  
Christmas Day  
Martin Luther King Day

Indigenous Peoples Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Independence Day  
Labor Day

**16.2** These aforesaid holidays shall be guaranteed whether or not they fall on or are observed on a regularly scheduled workday. It will be hereafter understood that days officially substituted or observed by the Commonwealth of Massachusetts in place of actual holidays, such as Presidents' Day, Memorial Day, Indigenous Peoples Day, and Veteran's Day, shall be likewise observed by the Town Employees of Maynard.

**16.3** Whenever any 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 a Sunday, the succeeding Monday shall be observed as the holiday.

**16.4** Employees will be allowed to leave work at 12 noon the last workday before Christmas except when Christmas falls on a Monday. Christmas is defined as December 25<sup>th</sup>. Members of this bargaining unit may take an additional eight (8) hours of floating holiday time between the day before Thanksgiving and New Year's Eve. This time does not accrue if not used during that period.

## **ARTICLE 17 - VACATION LEAVE**

**17.1** All permanent full-time and permanent part-time employees shall be entitled to vacation benefits as of July 1st of each year. Total annual vacation time is determined at the start of the Town's fiscal year for the convenience of scheduling time off. However, vacation time is earned and accrues monthly. Vacation for newly hired employees and employees separating from service, shall be pro-rated weekly with hours rounded to the next highest whole number, except as otherwise described in 17.4. Employees who have used more vacation time than accrued before separating from Town employment, for any reason, will have the difference deducted from any final sums owed to the employee at time of termination.

**17.2** The Town Administrator has the discretion to award vacation time at hiring based on candidate experience and qualifications as a bargaining tool to attract a candidate. New hires will receive no less than eighty (80) hours of vacation time as their starting rate and all employees shall receive forty (40) additional hours after every five full years of continuous employment up to a maximum of two hundred and forty 240 hours.

**17.3** On or before May 31st of each year, employees may request of the Town Administrator, to carry forward to the next fiscal year, up to forty (40) hours of accrued vacation time. The Town Administrator will not unreasonably withhold this permission, but the time must be used by the September 30th following the request. If not approved, the Town will pay out the unused time in the last pay period of the fiscal year in which the time is earned.

**17.4** An employee with fewer than five (5) years of service with the town will have his/her vacation benefits pro-rated upon resignation or retirement. For employees with at least five (5) years of service with the town but less than ten (10) years of service with the town, vacation time earned on July 1 of the fiscal year will not be paid out in full, but on the following schedule, based on date of termination, provided however, the employee provides notice on or before January 1st of the prior fiscal year:

Resignation between July and December = 50%

Resignation between January and March = 75%

Resignation between April and June 30th = 100%

Employees with more than 10 years of service with the town will receive 100% of their accumulated vacation time, regardless of the date of resignation, with notice on or before January 1st of the prior fiscal year.

## **ARTICLE 18 - SICK LEAVE**

Sick time shall be used for illness or injury of an employee or family members as defined in FMLA which prevents him/her from performing job duties. If the Town suspects sick leave abuse, the Town may send an employee to a Town doctor at the Town's expense. Abuse of sick time will expose the employee to disciplinary sanction including possible termination with cause.

**18.1** All permanent full-time and permanent part-time employees shall accumulate sick leave at a rate of ninety-six (96) hours per year (8 hours per month). This accrual rate will be pro-rated for employees working fewer than 40 hours per week. The pro-ration formula is:

Weekly scheduled hours / 40 \* 8 (round to nearest half hour) = employee monthly sick hours accrual.

**18.2** The Employer may require any employee returning to work after a sick leave to produce a doctor's certificate attesting to the employee's illness, condition, and fitness to return to work after three (3) consecutive days of missed work. Abuse of sick time may result in disciplinary action up to and including termination.

**18.3** For any employee hired on or after July 1, 2004, the Town agrees to buy back twenty (20%) percent of the accumulated sick time of an individual who leaves the employment of the Town due to retirement or layoff. For the purpose of this

provision, sick leave accumulation is limited to 1440 hours and the maximum buyback is 288 hours.

Any employee hired on or after July 1, 2014, is not eligible to receive sick leave buyback upon termination of employment for any reason.

Sick leave buy-back shall be at the rate of pay at time of termination of employment.

#### **18.4 Annual Sick Leave Buyback Incentive**

Employees with more than 400 hours of accumulated sick time will be permitted to exchange up to 40 hours of sick time for pay at the then current rate of pay for the employee. To exercise this option, the employee shall give notice to the Town Administrator by the December 1st prior to the fiscal year in which he/she desires to exchange a specified number of accumulated sick time hours in exchange for additional pay, said amount to be paid in the second payroll in July.

### **ARTICLE 19 - WORKERS COMPENSATION**

**19.1** An employee, who by reason of an industrial accident is unable to perform his/her duties, will be paid for the first five (5) working days of said disability, at his/her normal rate of pay. Said payment will not be charged to any sick leave, personal leave, vacation leave or any other accrued leave of the employee. If said employee receives retro-active compensation at any time for said days, he/she shall reimburse the Town for said payment.

**19.2** An employee who by reason of an industrial accident receives statutory compensation may receive from any unused accrued sick, then vacation leave the amount necessary to make up the employee's regular week's compensation. This shall be in accordance with MGL Chapter 152, Section 69, as amended.

**19.3** Upon return to work for at least three consecutive months from an on-duty injury, an employee will then receive credit for sick leave and vacation leave pursuant to then-current policies for the work-related absence. In no event will an employee receive credit for more than twelve consecutive months of any work-related absence. An employee who is absent because of an on-duty injury and returns to work for less than three full months and is then absent again one or more times because of the prior, will not be eligible to accrue sick leave or vacation leave as set forth above for more than a total of twelve months for all such absences.

## **ARTICLE 20 - 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, granddaughter, grandson, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew and spouse's grandparent occurring between the date of death and the date of the funeral or memorial service 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 Town Administrator to use bereavement leave for the loss of relations not listed above.

## **ARTICLE 21 - MILITARY, JURY DUTY AND LEAVE OF ABSENCE**

**21.1 Military Duty:** Military leave shall be in accordance with USERRA regulations and Massachusetts General Laws, Chapter 33, Section 59 as adopted by the Town of Maynard on March 4, 1968.

**21.2 Jury Duty:** If an employee is called to Jury Duty, he shall be paid compensation in accordance with the M.G.L., Chapter 234, Section 1B, as existing at such time.

**21.3 Leave of Absence:** Leave of Absence may be granted to any employees by the Town Administrator with the concurrence of the Select Board. Any employee wishing a leave of absence must notify the Town Administrator in writing twenty-one (21) calendar days prior to the start of requested leave. The Town Administrator shall respond to the employee in writing within seven (7) calendar days of the receipt of the request. It is understood by both parties that emergency conditions may preempt the normal process outlined herein.

**21.4 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.

## **ARTICLE 22 - PERSONAL LEAVE**

- 22.1** Employees shall receive on July 1<sup>st</sup>, thirty-two (32) hours of personal time per year, pro-rated for employees with part-time schedules.
- 22.2** The personal days shall not be divided up into parts of smaller than one (1) hour.
- 22.3** An employee must be employed three (3) months before earning personal leave.
- 22.4** Personal days may not be carried over to subsequent years.

## **ARTICLE 23 - PERSONNEL FILES**

**23.1** Official Personnel Files are maintained in the Human Resources office. Access to personnel records will be made in accordance with Town Policy and Massachusetts General Law.

## **ARTICLE 24 - MEDICAL INSURANCE**

**24.1.1** The Town shall contract for group health insurance plan for its employees on the same basis as to other Town employees. The Town of Maynard shall pay seventy-five (75) percent of the cost of said plan and shall deduct twenty-five (25) percent of the cost of said plan from employee's wages.

**24.1.2 Health Insurance Buyout Option** Effective July 1, 2014, or upon the signing of this Agreement, whichever comes first, eligibility for the health plan opt-out stipend is available to any employee who has been continuously on the Town's health insurance since July 1, 2012. Employees hired since July 1, 2012 must be on the Town's health insurance for at least twenty-four (24) consecutive months prior to applying for the opt-out provision.

Employees applying for the opt-out provision will receive \$1500.00 per fiscal year if opting out of an individual plan and \$3000.00 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 during open enrollment or 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. Employees may opt-out at any time but must be opted out for an entire fiscal year to qualify for the stipend.

Family members who are both employees but are otherwise eligible for the opt-out provision may do so individually at the \$1500.00 per year rate. Employees eligible for the stipend will receive their payment in the last payroll of the fiscal year. Members of this Union already receiving the 'opt-out' benefit may continue receiving the benefit as described above without re-enrolling for the two (2) year period.

**24.2 Life Insurance:** The amount of life insurance coverage presently offered each employee, for which 50% of the premium cost is borne by the Town and 50% is borne by the employee, shall be increased to a maximum available coverage amount of \$10,000.

**24.3** The Town shall establish a Cafeteria Plan of the type authorized by Chapter 697, Section 132 of the Acts of 1987 for the single purpose of enabling employees to pay their share of the premium for their health insurance with pre-tax earnings.

**24.4 Eye Glass and Dental Replacement:** The Town will pay for the repair of glasses and dental plates when broken on the job.

## **ARTICLE 25 – EXTREMES OF WEATHER**

When heat is excessive and temperature within the building reaches ninety (90) degrees (Fahrenheit) or when there is a failure in the heating system and the temperature within the building is below sixty-four (64) degrees (Fahrenheit), or when there is a snow emergency the Town Administrator or equivalent will make recommendations for personnel to go home or will make other suitable arrangements to remedy the situation. The Town Administrator or equivalent shall determine if external weather conditions necessitate closure of the Town Building 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.

In snow emergencies, the Assistant Facilities Manager and Water Superintendent are considered essential Public Works personnel and are subject to department-wide callbacks and are exempt from overtime laws. Therefore, subject to annual approval of the DPW Director, both positions will receive a \$4,500 annual Snow Emergency Stipend, payable in the first pay period in December.

## **ARTICLE 26 – PROFESSIONAL DEVELOPMENT**

**26.1** The Employer will reimburse the Employee for Federal and State licensing fees for licenses required for the Employee's essential job duties.

**26.2** The Employer will pay for the Employee's cost of fees, tuition, and materials for training and continuing education classes and seminars required to maintain licensing and certification required for the Employee's essential job duties. Requests for payment are to be submitted for approval by the Town Administrator at least thirty (30) days prior to the class or seminar.

**26.3** Upon approval of the Town Administrator, a one-time stipend of \$1,000.00 will be paid in June of that fiscal year to an employee who acquires one or more job-related certification(s) and provides proof of certifications to the Town Administrator. Employees maintaining one or more certification(s) *required* for their position will receive an annual total stipend of \$1,500.00. Said stipends shall be payable each year said employee provides documentation of the new or renewed certification(s).

Stipends will be paid in the first payroll in December upon verification that the certification is current.

## **ARTICLE 27 – MISCELLANEOUS**

**27.1** Mileage Reimbursement: Any member of the bargaining unit who is required to use his/her personal automobile on authorized Town business shall be compensated consistent with IRS Guidelines in effect at the time of travel, provided however, said employee submits his/her reimbursement request on a quarterly basis. Failure to timely submit said reimbursement requests may result in forfeiture thereof. Employees with access to a Town-owned vehicle for travel are expected to utilize that vehicle in lieu of their personal vehicle.

**27.2** Whenever someone is hired or promoted to a position covered by this unit, there shall commence a 180-day probationary period, during which time the employee may be terminated without cause or demoted to his/her old position. New or promoted employees subject to this probationary period shall undergo a performance review with their Appointing Authority prior to the end of their 180-day probationary period. The probationary period can be extended another 90 days by the Appointing Authority if more time is needed to determine whether the employee is performing satisfactorily.

**27.3** Tuition Reimbursement: The Town will provide tuition reimbursement for up to \$1200.00 annually with the following stipulations:

- Written approval of the Town Administrator or Assistant Town Administrator prior to enrolling in the course;
- Provide the Town Administrator or Assistant Town Administrator with the name and location of the educational institution where the course will be taken;
- Demonstrate to the Town Administrator or Assistant Town Administrator the relevance of the course in relation to the Department Head's current job responsibilities or future development needs;



- Attain a grade of C (or its numeric equivalent) or better; and that the course not be part of a requirement for certification in the Professional Personnel current job title as covered under Article 26.3.

**27.4 Insurance Advisory:** Local 272 will be represented on the Insurance Advisory Committee as long as the Advisory Committee is in existence.

**27.5 Federal Family Medical Leave Act:** The Town will include reference to and acknowledgement of the Federal Family Leave Act with specific reference to the Small Necessities Act.

**27.6 Outdoor Clothing Stipend:** Each July 1st, the Water Superintendent, Assistant Facilities Manager, Building Commissioner, Conservation Agent/Assistant Town Planner, and Chief Assessor will receive an annual \$400 clothing stipend. Said clothing allowance shall be used to replace uniform shirts, fleece, pants, and footwear, as needed. Employees receiving the annual stipend of \$400, must have worked at least 12 months prior to July 1st of any year to be eligible for the full allowance, otherwise the allowance will be prorated based on full month worked.

**27.7 Cell Phones:** The Town will provide a cellular phone for all union members, exclusively for town work-related use. Members who operate municipal vehicles shall abide by applicable town cell phone and vehicle use policies & procedures.

## **ARTICLE 28 - DURATION OF AGREEMENT**

**28.1** The provisions of this Agreement will be effective July 1, 2022, and will continue in full force and effect through June 30, 2025, and shall remain in full force and effect if a successor agreement is not reached by the expiration date. An updated and signed Agreement will be made available to the Massachusetts Laborers' District Council no later than thirty (30) days after the execution of a Memorandum of Agreement.

**ARTICLE 29 – EXECUTION**


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7<sup>th</sup>  
day of September, 2022.

**Town of Maynard  
Select Board**

  
\_\_\_\_\_  
Jeffrey Swanberg, Chairman


  
\_\_\_\_\_  
David Gavin

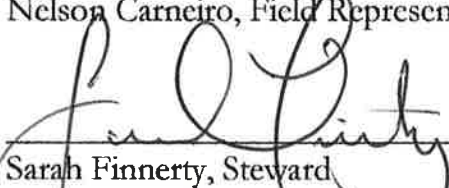
  
\_\_\_\_\_  
Christopher DiSilva

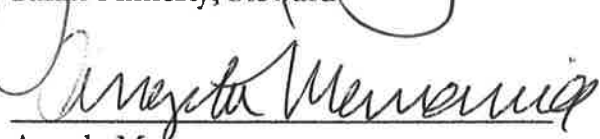
  
\_\_\_\_\_  
Justine St. John

  
\_\_\_\_\_  
Armand Diarbekirian

**Massachusetts Laborers'  
District Council & Local Union 272**

 LDC 9/16/22  
\_\_\_\_\_  
Nelson Carneiro, Field Representative

  
\_\_\_\_\_  
Sarah Finnerty, Steward

  
\_\_\_\_\_  
Angela Marrama

  
\_\_\_\_\_  
Michael Hatch

## APPENDIX A – Wage Table

### LIUNA Professional Rate Table

<b>Anniversary Longevity Step Increases</b>	5	10	15
Initial FY20 Step Compounded	0.25%	0.25%	0.25%
Communications Supervisor Re-class	3.00%		

		COLA:	FY23	2.50%	FY24	2.75%	FY25	3.00%	TOTALS
	FY22	Date of Hire	Years	Total	Years	Total	Years	Total	
<b>Chief Assessor</b>	\$ 99,681	3/2/2009	14	\$ 102,173	15	\$ 105,238	16	\$ 108,395	\$ 315,807
<b>Bulding Commissioner</b>	\$ 75,255	3/1/2005	18	\$ 77,136	19	\$ 79,258	20	\$ 81,833	\$ 238,227
<b>COA Director</b>	\$ 80,227	1/19/2015	8	\$ 82,233	9	\$ 84,494	10	\$ 87,240	\$ 253,967
<b>Communications Supervisor</b>	\$ 59,474	11/1/2016	6	\$ 62,745	7	\$ 64,471	8	\$ 66,405	\$ 193,620
<b>Cons Agent/Assist Town Planner</b>	\$ 63,000	12/13/2021	1	\$ 64,575	2	\$ 66,351	3	\$ 68,341	\$ 199,267
<b>Assistant Facilities Manager</b>	\$ 77,199	10/5/2020	2	\$ 79,129	3	\$ 81,305	4	\$ 83,744	\$ 244,177
<b>Library Director</b>	\$ 82,620	1/23/2021	3	\$ 84,686	4	\$ 87,014	5	\$ 89,842	\$ 261,542
<b>Town Clerk (Probation Salary FY23)</b>	\$ -	7/5/2022	0	\$ 77,388	1	\$ 79,516	2	\$ 81,902	\$ 238,806
<b>Treasurer / Collector</b>	\$ 79,560	1/29/2021	2	\$ 81,549	3	\$ 83,792	4	\$ 86,305	\$ 251,646
<b>Water Superintendent</b>	\$ 94,860	9/1/2020	2	\$ 97,232	3	\$ 99,905	4	\$ 102,903	\$ 300,039

## **APPENDIX B**

### **Town of Maynard and LIUNA Local 272 Professional Personnel Union Side Letter regarding the schedule of work of Richard Asmann, Building Commissioner.**

Mr. Richard Asmann, the Building Commissioner, has been granted permission to complete his assigned 37.5-hour work week, on a four day, Monday – Thursday, schedule. His precise hours of work are arranged as appropriate to his office and with the agreement of his supervisor.

This agreement is between this employee and the Town and not with the position of Building Commissioner. The Town agrees to this schedule modification, for this employee, at this time. Any request to permanently change the schedule on the part of the Town or the employee will be subject to bargaining.

When Mr. Asmann is no longer employed by the Town or is in a position no longer represented by this or subsequent collective bargaining agreements, this side letter will be removed from the agreement.