

AGREEMENT BETWEEN THE
TOWN OF LYNNFIELD AND
THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 93
LOCAL 3434, HEREINAFTER REFERRED TO AS THE UNION

From July 1, 2013 through June 30, 2016

“DPW”

TABLE OF CONTENTS

ARTICLE		PAGE
1	Intent and Purpose	1
2	Recognition	1
3	Rights and Management	2
4	Union Dues and Security	3
5	Discrimination and Coercion	4
6	Grievance Procedure	4
7	Seniority	5
8	Probation Period	5
9	Job Posting and Bidding	6
10	Hours of Work	6
11	Overtime	7
12	Union Representative	8
13	Meal Periods	8
14	Rest Periods	9
15	Holidays	9
16	Vacations	10
17	Sick Leave	11
18	Personal Days	12
19	Jury Duty	13
20	Continuity of Operations	13
21	Bereavement Leave	14
22	Job Classification and Rates of Pay	14
23	Building Checks	14
24	Miscellaneous Provisions	14
25	Uniforms, Shoe Allowance	16
26	Effective Date and Termination	16
27	Longevity	17
28	Medical, Dental and Life Insurance	17
29	Affirmative Action Policy and Statement	18
30	Long Term Leave of Absence	18
31	Health and Safety	19

APPENDIX A - Classification & Pay Plan

APPENDIX B- Form Authorization of Payroll Deduction of Union Dues

APPENDIX C - Authorization Form for Agency Fee Deduction

ARTICLE 1 INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town of Lynnfield and the Union, to provide for the operation of our highway, park and cemetery, tree and moth and custodial services, hereinafter referred to as "Municipal Services", under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Lynn field under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and protection of the property.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of municipal services; to set forth the agreement of the parties with respect to rates of pay, hours of work and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Lynnfield. In seeking to achieve these goals, the parties acknowledge that the employer has and must retain complete authority over the policies and administration of the departments, which it exercises under law, except as expressly modified by specific provisions of this Agreement.

ARTICLE 2 RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all nonprofessional permanent, full-time employees of the following departments of the Town of Lynnfield:

- Custodians of the Town and South Hall
- Highway Department
- Parks and Cemetery Department
- Tree and Moth Department
- Building Department

But excluding the following employees:

- All elected officials and department managers
- The Town Administrator to the Board of Selectmen
- The Director of Public Works
- All clerical employees
- All library employees

All seasonal, part-time and/or emergency type employees
All other employees of the Town of Lynnfield

It is specifically agreed that all part-time employees are excluded from this collective bargaining Agreement from 7/1/88 forward, unless they become a full-time employee.

Section 2.

This Agreement is a complete agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this agreement. No prior individual agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this agreement. All matters not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modification or additions to this agreement which are to be effective during the term thereof. No change or modification of specific provisions of this agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by their respective duly authorized representatives.

Section 3.

After the new contract is signed by the Town of Lynnfield and the Bargaining Unit/Union, the Town of Lynnfield Administrator's Office will have a new agreement typed and ready for final signatures and execution within 60 days retroactive to July 1.

ARTICLE 3 RIGHTS AND MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Lynnfield retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the unit, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the methods, means and personnel by which such operations are to be conducted, including subcontracting if deemed necessary, and to take whatever action may be necessary to carry out the mission of the applicable departments, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2.

The Town of Lynnfield and its management officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as such rules and regulations do not conflict with any terms or conditions of this Agreement.

ARTICLE 4 UNION DUES AND SECURITY

Section 1.

In accordance with the provisions of General Laws, Chapter 180, Section 17 A, during the life of this agreement and in accordance with the terms of the form of authorization of dues deductions hereinafter set forth, the Employer agrees to deduct union dues certified by the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such deduction shall continue until such authorization is revoked in writing pursuant to the form. Remittance by the Employer shall be made by the fifteenth (15th) day of the succeeding month. The form Authorization of Payroll Deduction of Union Dues is attached as Appendix B.

Section 2.

The Employer will require as a condition of employment) the payment of an agency service fee in the same amount as the union dues by any permanent full-time employee who is not a member of the Union thirty (30) days after being hired or the effective date of this Agreement) whichever is later.

The Employer agrees that upon appropriate written authorization executed by such employee) it will deduct the agency service fee once each month from the pay of the employee, and will remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had such agency service fee deducted. Such deduction shall continue until such authorization is revoked in writing pursuant to the form. Remittance by the Employer shall be made by the fifteenth (15th) day of the succeeding month. See attached Appendix C for the appropriate form.

Section 3.

The Union agrees to indemnify and save the Employer harmless from any action it may take pursuant to this Article including any claims made against it by any employee or group of employees.

ARTICLE 5 DISCRIMINATION AND COERCION

There shall be no discrimination by foremen) superintendents) or other agents of the Employer against any employee because of his activity or membership in the Union.

The Union, its officers and members, shall not intimidate or coerce employees from exercising their legal rights to join or to refrain from joining the Union.

ARTICLE 6 GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of a specific provision of this agreement, shall be settled in the following manner:

1. Step 1. If the grievance has not been settled, it shall be presented in writing to the Director of Public Works or his designee within five (5) working days after the supervisor's response is due. The Director of Public Works or his designee shall respond to the Steward in writing within five (5) days. If the Director of Public Works is absent for any reason the absence shall not be included in the five (5) days

Step 2. If the grievance still remains unadjusted, it shall be presented to the Town Administrator in writing within five (5) working days after the response of the Director of Public Works is due. The Employer shall respond in writing within five (5) days following the next regularly scheduled meeting. The Town Administrator may schedule a meeting, have both parties to the grievance present, and if he does, he shall hear all evidence and within five (5) days shall render his decision in writing.

Step 3. If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Employer is due, by written notice to the other, request arbitration.

2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either or both parties to provide a panel of arbitrators and pursuant to its rules, regulations and procedures, the arbitrator will be selected and the arbitration conducted.
3. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision in writing within thirty (30) days after the conclusion of testimony and argument. The arbitrator shall be limited to

the confines of this agreement and shall not infringe on the authority of the Town as established by law.

4. All expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

ARTICLE 7 SENIORITY

The length of permanent, full-time continuous service to the Town of the employees in the bargaining unit shall determine the seniority of the employees.

Subject to the equality of skills, the principal of seniority shall govern and control in all cases of lateral transfer within the bargaining unit, promotions, and decrease of the working force.

A lateral transfer is described as a transfer of classification within the same pay grade.

ARTICLE 8 PROBATION PERIOD

Section 1.

New employees hired into the bargaining unit shall be considered as probationary employees for the first six (6) months of their continuous employment.

Section 2.

The purpose of the new hire probationary period is to provide for the evaluation of an employee over a period of six (6) months. Should that period be interrupted to a significant degree, the new hire probationary period shall be extended to compensate for that absence.

Section 3.

During the new hire probationary period, an employee may be disciplined or terminated without recourse to the grievance and arbitration procedures provided herein.

ARTICLE 9 JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested may apply in writing within the seven (7) day period. The Employer shall award the position to the most senior qualified applicant.

Any individual selected from the bargaining unit to fill such vacancy shall be given a thirty (30) day trial and training period unless extended at the sole discretion of the Employer for an additional period in the new position at the applicable rate of pay. Any such appointment shall be subject to the employee's meeting all applicable physical requirements and taking any required physical examinations. If at the end of the trial and training period, it is determined by the Employer that the employee is not qualified for any reason he shall be returned to his old position and rate.

If any employee is not selected for a position for which he puts in a new bid, or if he is returned to his old position after working in a new position for a trial period, he may appeal directly to the Personnel Board in accordance with Step 3 of the grievance procedure. The decision of the Personnel Board shall be final and binding on all parties and shall not be subject to arbitration.

ARTICLE 10 HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The work week shall consist of five (5) consecutive eight (8) hour days (not including a lunch period), forty (40) hours per week.

The regular hours of work shall be Monday through Friday from 7:00 a.m. to 3:30 p.m.

The normal starting hours shall begin between the hours of 6:00 a.m. and 7:30 a.m.

Hours of work shall not be changed to avoid the payment of overtime.

By mutual agreement, the employee and the Employer may modify the hours of work (on an individual basis).

ARTICLE 11 OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of eight (8) hours in one day or forty (40) hours per week.

Any employee called back to work on the same day after having completed his assigned work and left his place of employment before his next regular scheduled starting time, shall be paid at the rate of time and one-half (1 1/2) for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one-half (1 1/2) if the call back is prior to midnight 12:00 a.m. and he will be guaranteed four (4) hours pay at time and one-half (1 1/2) if call back is after midnight 12:00 a.m., provided; however, in the case where an employee is called in earlier than his normal starting time by less than three (3) hours he will be paid no less than three (3) hours.

If an employee is called back to work prior to having had an eight (8) hour break or if he/she continues to work through his/her shift and into his/her next day's shift, he/she shall be paid at a rate of time and one-half (1 1/2) for all hours worked, including hours worked during his next regular shift, until he/she shall have had at least six (6) hours off. If, in the sole discretion of the department head, it is in the best interest of the Town for the employee to take a break during part or all of his/her next regular shift, the employee shall be paid straight time during such break and shall return to work for the remainder of this regular shift at the straight time rate of pay after having had six (6) consecutive hours off. Employees shall be afforded the opportunity to take breaks.

Overtime, so far as practical, shall be equally and impartially distributed among personnel in each department who ordinarily perform related work in the normal course of their work week; provided, however, that overtime for custodians shall be distributed to the particular custodian working at the time in the building requiring overtime work. When in the case of emergencies, it is necessary to call in personnel from other departments to aid and assist, the personnel in departments other than the department which normally performs such work shall be released from their duties first when the work load lessens.

The Employer shall keep records of the overtime actually worked and/or offered in each department.

It is recognized that a reasonable amount of overtime is essential to the proper functioning of all departments and is expected.

Except for emergencies, scheduled or planned overtime for weekends shall be made known to the employees by 12:30 p.m. on Thursday; there is no response will be considered no.

Work performed on Sunday, shall be paid for at the rate of time and double time and one-half (2-1/2), and shall not be for less than four (4) hours.

The Employer shall provide food for employees who work six (6) or more overtime hours during a storm, or during an emergency.

At the close of continuous snow operations that carry over into the normal work day, the Director of Public Works may allow up to five (5) employees to either continue to work his/her regular shift at overtime pay or may choose to take the balance of that day off at regular pay. At no time shall the department be left understaffed to perform its normal operations as reasonably determined by the Director of Public Works. The senior person working the longest hours during the storm shall get first preference.

When a bargaining unit member is called in for an emergency (i.e. snow storm), said bargaining unit member will be paid for up to an hour of travel time. The bargaining unit member will only be paid this travel time pay if he/she reports for work within a period of time after the call in. The travel time pay will be the actual travel time up to a maximum travel time allowance of one (1) hour. If a bargaining unit member reports for work more than an hour after the call in, said bargaining unit employee shall go off the payroll after the hour and will not go back on the payroll until he/she is present and reports for work.

In the event that a General Foreman is not available to supervise an overtime job assignment, a Department Foreman or Crew Supervisor may be designated to supervise. Any such designation shall be determined by a seniority rotation.

All overtime worked by bargaining units members shall be posted by management on a biweekly basis.

ARTICLE 12 UNION REPRESENTATIVE

The name of the Union Steward and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer in writing of any changes.

ARTICLE 13 MEAL PERIODS

All employees shall be granted an unpaid meal period of one-half (1 1/2) hour during each eight (8) hour work shift. Whenever possible, the meal period shall be scheduled about the middle of the shift.

The employee may be allowed an unpaid meal period every four (4) hours after completing a regular eight (8) hour work shift, but in no event shall the employee be required to extend his work day more than two (2) hours without a meal period.

ARTICLE 14 REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1 1/2) shift whenever this is feasible unless mutually agreed otherwise. "Rest periods shall be taken at the work/job sites where more than one employee can leave that work/job site to get snacks or drinks."

ARTICLE 15 HOLIDAYS

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Patriots Day	*Friday after Thanksgiving
Memorial Day	1/2 Day before Christmas
Independence Day	Christmas Day
Labor Day	

* The Friday after Thanksgiving is to be considered a non-premium day, and a nonscheduled work day. If conditions warrant, employees may be scheduled to work on that day. Employees who do work on that day will receive their straight time pay, and shall be granted a vacation day with pay as an alternative to such holiday.

To be eligible for such holiday pay, the employee shall have worked on the regularly scheduled work day before the holiday, and the first one after it unless absence on either or both work days is approved by the department head for a reason which is authorized elsewhere in this Agreement.

If required to work on a holiday enumerated above, except Independence Day, Thanksgiving Day, Christmas Day or New Year's Day, such employees shall receive time and one-half (1 1/2) for the hours worked in addition to their regular pay, but in no case shall this be less than three (3) hours at time and one-half (1 1/2).

If required to work on Independence Day) Thanksgiving Day) Christmas Day or New Year's Day) such employees shall receive double time (2) time for the hours worked in addition to their regular pay, but in no case shall this be less than three (3) hours at double time (2).

When a holiday falls on a Saturday, the Friday immediately preceding shall be observed and when it falls on a Sunday, the Monday immediately following shall be observed.

ARTICLE 16 VACATIONS

All employees who have been employed for one (1) full year of continuous full-time employment as of July 1st of any year) shall be entitled to eighty (80) hours of vacation with pay. An employee who has worked less than one (1) year as of July 1st, will be entitled to eight (8) hours of vacation for each month worked, but not to exceed forty (40) hours.

Employees with five (5) years of continuous full-time employment as of July 1st in any year shall be entitled to one hundred twenty (120) hours of vacation. Employees with ten (10) years of continuous full-time employment as of July 1st in any year shall be entitled to one hundred sixty (160) hours of vacation. Beginning on the 15th year of continuous service and ending on the 19th year of continuous service, an additional 8 hours of vacation time will be granted for each additional year of continuous service. Employees with twenty-five years of continuous service shall be entitled to 240 hours of vacation time.

Vacation time accrued as of July 1st of each year shall be taken in the twelve (12) month period thereafter, and will not be carried beyond June 30th of the following year.

All vacation shall be scheduled by the Director-Division of Public Works at such time as will best serve the public interest, but the employee shall also have the right to take his vacation between May 15 and September 15 of each year. All requests for extended vacation five (5) days or more must give two (2) weeks notice. All other requests require a 72 hour notice. A properly executed vacation form must first be filled out and signed by the Director of Public Works or his designee before any time off is taken. Failure to follow this procedure will be just cause for refusal of said time off. Upon submission to the Director or his designee, the request shall be time stamped and if no response is received from the Director of Public Works or his designee within 24 hours of the time stamp, the request shall be deemed approved.

Preference of vacation periods shall be given on the basis of seniority whenever possible, and shall be scheduled as follows:

1. Employees so entitled may take one (1) to ten (10) consecutive days of vacation.
2. Selection of the eleventh (11th) to fifteenth (15th) days of vacation shall be deferred until the initial ten (10) day selection of other employees,
3. Selection of the sixteenth (16th) to twentieth (20th) days of vacation shall be deferred until the initial ten (10) days selection and eleventh (11th) to fifteenth (15th) days selection of other employees.

(For purposes of the above paragraph, a "day" of vacation shall be considered eight (8) hours.)

Upon the death of an employee, payment shall be made in an amount equal to the vacation allowance earned as of the preceding July 1st and not taken, and, a further allowance of one (1) day for each month accrued since July 1st, subject to the limitations of the first paragraph of this article.

The Director-Division of Public Works, with the approval of the Town Accountant, will authorize payment in the following order of precedence:

1. To the surviving beneficiary or beneficiaries, if any, lawfully designated under the Essex County Retirement System.
2. If there be no such designated beneficiary, to the estate of the deceased.

Persons who resign after giving two (2) weeks' notice, or whose services are terminated by dismissal except for cause, shall be paid for vacation time accrued as of the date of resignation or dismissal. Persons who enter military service for a period of not less than six (6) months shall be paid for accrued vacation. Persons who are dismissed for cause or who resign without two (2) weeks notice shall forfeit accrued vacation.

When a paid holiday occurs during an employee's vacation, he shall either receive holiday pay or shall be entitled to a day's vacation at a time approved by the Director-Division of Public Works.

ARTICLE 17 SICK LEAVE

Persons employed on a permanent full-time basis after 120 calendar days will be allowed sick leave with pay on the basis of ten (10) hours for each month of service. Sick leave not used in any year may be accumulated, not to exceed sixteen hundred (1,600) hours in the aggregate.

Accrued sick leave will be determined from attendance records since January 1, 1957. Upon termination of employment, employees shall not be entitled to any direct or indirect payment for unused sick leave. Notwithstanding the last sentence, upon retirement of an employee pursuant to M.G.L. c.32, the employee shall be entitled to cash payment for twenty percent (20%) of his/her accumulated unused sick leave hours at his/her then current hourly rate. In no event, however, shall an employee be paid for more than two hundred sixteen (216) hours.

New employees will be credited with such sick leave that may have been earned for the first 120 days of employment at the completion of said 120 days.

Sick leave will be granted to employees only under the following conditions:

1. When incapacitated by sickness or injury.
2. When, because of exposure to contagious disease, the presence of the person at work would jeopardize the health of others.

Injury, illness or disability, self-imposed, or as a result of alcohol or drugs not taken as medically prescribed treatment will not be considered a proper claim for sick leave benefits.

With the department head's approval, vacation time may be converted to sick leave if no sick leave time is available.

When an employee is absent, said employee may be required to provide a doctor's note after said employee has been absent for more than three (3) consecutive days or six (6) nonconsecutive days during any fiscal year.

Unauthorized absence or abuse of sick leave are grounds for disciplinary action up to discharge.

If an employee is injured while performing his duty, and such accident is covered by Workers' Compensation, he shall receive sick leave up to the extent of his credits until payment under Workers' Compensation law begins. In addition, he may receive partial sick leave allowance payments which, when added to disability compensation, will result in full payment of regular salary. Any absence resulting from such injury that is in excess of available sick leave or vacation credits, shall be deemed leave of absence without pay.

Except as otherwise provided herein, all leaves of absence shall be without compensation or other benefits and shall be subject to the approval of the department head.

Sick leave incentive: Employees will be granted eight (8) hours of additional personal leave for every ninety (90) consecutive days of no sick leave use up to twenty-four (24) hours per year.

ARTICLE 18 PERSONAL DAYS

Permanent full-time employees shall be entitled to be absent from work for twenty-four (24) hours per fiscal year without loss of their regular straight-time pay to attend to personal business. Employees shall not be required to disclose the nature of their personal business.

Such absence shall be requested of the Director-Division of Public Works not later than twenty-four (24) hours in advance of its occurrence. However, an employee may request personal leave with less than a twenty-four (24) hour notice if any emergency situation arises that is beyond their control. The scheduling of any absence for personal business shall not be unreasonably denied.

ARTICLE 19 JURY DUTY

Full-time employees shall be allowed leave to fulfill jury duty. If the jury fees, exclusive of travel allowances, received by said employee for such jury duty shall be less than the regular pay received by him from the Town, the difference between said fees and regular pay shall be paid to such employee by the Town. However, as a condition to receiving such payment, the employee agrees that if during such jury duty he is not charged for the day or major portion thereof during regular work hours, he will report to his supervisor for such work as may be assigned. An employee performing such jury duty and who desires the benefit of this article shall be required to present weekly to his department head a certificate by the Court or any duly authorized representative as to the time spent by the employee in such jury duty during each week.

ARTICLE 20 CONTINUITY OF OPERATIONS

Section 1.

The Union agrees that no employee shall engage in, induce or encourage any strike (whether sympathetic, general or any other kind), walkout, work stoppage, sitdown, slowdown, withholding of services, boycott (whether primary or secondary), demonstration at the Employer's premises, or any other direct or indirect interference, concerted or otherwise, with the Employer's operations. The Employer agrees not to conduct a lockout.

Section 2.

The Employer may impose disciplinary action including discharge on any and all of the employees involved in a violation of this article. Such action shall not be subject to the grievance procedure hereunder except as to the question of whether or not the employees who were disciplined in fact engaged in, induced or encouraged such conduct.

Section 3.

The Employer retains the right to recover from the Union, or any officers, agents, or members thereof, through legal procedures as provided by law, such damages as it may suffer by reason of violation of this article except that no person (including the Union) shall be liable if he did not engage in, induce or encourage activity violative of Section 1, and such person takes all lawful steps reasonably within his power to have such activity terminated.

ARTICLE 21 BEREAVEMENT LEAVE

In case of death in the immediate family (husband, wife, children, parents, brothers, sisters, mothers-in-law, fathers-in-law and grandparents, brother-in-law, sister-in-law, grandchildren, and persons living in the immediate household) employees will be granted three (3) working days in each instance.

In the case of the death of employees Aunt, Uncle, Niece, Nephew, or first cousin employees will be granted one (1) working day in each instance.

ARTICLE 22 JOB CLASSIFICATION AND RATES OF PAY

Effective July 1, 2010 through June 30, 2013 employees shall be compensated in accordance with the "Classification and Pay Plan" set forth in Appendix A.

An employee filling a higher job classification temporarily while the position is vacant will be paid at the higher rate for the time actually worked in excess of five (5) working days. Said employee shall revert to his original pay rate after the temporary assignment. The aforementioned five (5) working days is considered probationary time, and shall not have to be repeated, if said employee again works in the same upgraded position.

ARTICLE 23 BUILDING CHECKS

Employees working in the Municipal Building Division will be responsible for a building check of the Town Hall, Police Station, Library and South School. The building checks will be done on Saturday, Sunday and Holidays, the Library will not have to be done when open. This work should be evenly distributed among the employees involved. Employees performing these building checks will be paid at the rate of time and one half and will receive four (4) hours for weekends and three (3) hours for holidays.

ARTICLE 24 MISCELLANEOUS PROVISIONS

Bulletin Board - There shall be two (2) bulletin boards; one in the Town Hall garage and one in the Highway garage. Announcements, which shall first have been initialed by the Town Administrator of the Town of Lynnfield, may be posted on such boards, together with announcements of the Employer. All parties agree that it would be improper to post denunciatory or inflammatory material on such bulletin boards.

Should any provision of this Agreement be found to be in violation of any Federal or State law or by-law of the Town of Lynnfield by a court of competent jurisdiction, all

other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

No Discrimination - The parties to this Agreement agree that they shall not discriminate against any person within the bargaining unit because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.

Access to Premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 3434, to enter the premises during working hours for individual discussion of working conditions with employees, but only with the approval of the department head, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Glasses Replacement - The Employer agrees to replace broken glasses of employees who break their glasses in their course of employment without negligence, within (30) days.

License Reimbursement - The Employer agrees to pay the renewal cost of the following: hoisting operators, and other licenses required by the Employer excepting Class 2 licenses.

Tuition Reimbursement - The Employer agrees to reimburse employees for books, tuition and fees associated with pre-approved courses. All books become the property of the Town of Lynnfield.

All license and tuition reimbursements shall be made within 14 days after submission of a renewed (temporary) license to the Public Works office.

Effective July 1, 1992, an employee who is required to hold the CDL license as a condition of his/her employment will be reimbursed for the fee for the General Knowledge Test, and will further be reimbursed for the fee for any endorsements that his/her department head requires that he/she obtain.

An employee who renews his/her CDL license after July 1, 1994 shall be reimbursed for the cost of the basic license. In addition, an employee shall be reimbursed for the cost of any CDL license endorsements that are required by the Town.

No DPW employee shall be required to pick up dead animals but DPW employees may be required to assist in operating equipment necessary to remove large dead animals.

A committee is addressing all department job descriptions. Management and the Union have agreed that the development/changing of job descriptions is part of this contract agreement.

The Town shall draft a revised contract for review by the Union prior to final printing.

Effective July 1, 2013, the Town agrees to pay any DPW employee holding a Hoisters Engineers license a \$300 stipend annually, which is to be paid by separate check no later than July 30 of any year.

There will be a computer/laptop with internet connection for the use by the mechanics. Space to be determined.

ARTICLE 25 UNIFORMS, SHOE ALLOWANCE

Effective July 1, 2010 and each July thereafter annually, employees shall receive \$1050.00, which sum shall be used by the employee for the purchase of work uniforms and shoes. The uniforms shall be as follows: Pants are to be dark blue in color and of a dungaree or chino fabric. Shirts are to be long and/or short sleeve and have a collar. They also may be of any fabric and may be of the front opening or pullover type. The color of said shirts will be determined by the Director. During the summer months the use of T-shirts for employees working outside will be permitted. Employees shall wear said uniform to work and be responsible for cleaning and upkeep of said uniforms. Any employee who is discharged or leaves within three (3) months of receiving his or her uniform allowance, will be prorated the remaining nine (9) months and make payment back to the Town.

It is agreed that the above payments for the purchase of work uniforms and for the purchase of work shoes or boots shall be made in a separate check (separate from the employees' normal payroll check.)

ARTICLE 26 EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective as of July 1, 2010, and continue in full force and effect until June 30, 2013, inclusive. The terms of this Agreement shall not change during the life of this Agreement.

After June 30, 2013, this Agreement shall continue from year to year with the rates of pay set forth herein being in effect unless one party shall give written notice of termination to the other on or before November 15, 2012, or prior to the end of any yearly extension.

Changes - Should either party to this Agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this Agreement, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed shall be mailed to the other party to the Agreement at least ninety (90) days before the initial or any subsequent annual termination date of this Agreement. The parties receiving such notice of desired changes shall forthwith seek to arrange a meeting for the purpose of discussion and amicable agreement concerning the

desired changes within thirty (30) days after such notice. Nothing in this article shall preclude the Union or the Employer from modifying during the course of the negotiations any proposals previously made.

ARTICLE 27 LONGEVITY

Permanent full-time employees will be entitled to payments based on years of continuous full-time service with the Department of Public Works, payable at the end of the first full pay period of each fiscal year, per the following schedule:

1. Employees who have at least 5 years of employment at the commencement of the fiscal year, but less than 10 years, shall receive a payment of \$600.00.
2. Employees who have at least 10 years of employment at the commencement of the fiscal year, but less than 15 years, shall receive a payment of \$650.00.
3. Employees who have at least 15 years of employment at the commencement of the fiscal year, but less than 20 years, shall receive a payment of \$700.00.
4. Employees who have at least 20 years of employment at the commencement of the fiscal year shall receive a payment of \$750.00.

It is agreed that this payment shall be made in a separate check (separate from the employees' normal payroll check.)

ARTICLE 28 MEDICAL, DENTAL AND LIFE INSURANCE

Employees and the Town shall each pay one half of the premium due for Blue Cross/Blue Shield medical (or its equivalent) and life insurance offered to Town employees. Such coverage shall be optional with each employee.

Effective July 1, 2003, the Town shall offer and administer a voluntary participation plan for Dental Insurance to its Town employees eligible to participate in Town sponsored benefit plans in accordance with G.L. Ch. 32B.

For the period from July 1, 2003 through June 30, 2004, participating employees shall pay the full premium for such Dental Insurance.

Effective July 1, 2004, the Town of Lynnfield shall contribute \$5.00 per month per subscriber towards the premium charged for said Dental Insurance.

ARTICLE 29 AFFIRMATIVE ACTION POLICY AND STATEMENT

The Town of Lynnfield, recognizing the right of an individual to work and to advance on the basis of merit, ability and potential without regard to race, sex, color, handicap, religion, national origin, national ancestry, or age resolves to take affirmative action measures to ensure equal opportunity in the areas of hiring, promotion, demotion, or transfer, recruitment, layoff or termination, rate of compensation, inservice or apprenticeship training programs, and all terms and conditions of employment.

Non-discrimination and equal opportunity are the policy of the Town of Lynnfield in all of its programs and activities. To that end, all Town of Lynnfield employees shall rigorously take affirmative steps to ensure equality of opportunity in the internal affairs of all agencies, as well as in their relations with the public, including those persons and organizations doing business with any agency of the Town of Lynnfield. Each agency, in discharging its statutory responsibilities, shall consider the likely effects which its decisions, programs and activities shall have in meeting the goal of equality of opportunity.

Affirmative action requires more than vigilance in the elimination of discriminatory barriers on the grounds of race} color} handicap, creed} national origin, national ancestry} age and sex. It must also entail positive and aggressive measures to ensure equal opportunity in internal personnel practices and in those programs which can affect persons outside of Town government. This affirmative action shall include efforts necessary to remedy the effects of present and past discriminatory patterns and any action necessary to guarantee equal opportunity for all people.

ARTICLE 30 LONG TERM LEAVE OF ABSENCE

Upon approval of the Board of Selectmen, or its designee, an employee may be granted leave without pay for a specified period of time not to exceed one (1) year. At the expiration of a leave without pay, the employee shall return to the position or to a similar position. Failure of the employee to report promptly at the expiration of such leave shall be considered a resignation. Leave without pay shall not constitute a break in service. However, during leave without pay vacation, personal leave, and sick leave shall not accrue.

ARTICLE 31 HEALTH AND SAFETY/COMMITTEES

Section 1. The Town agrees to provide a safe and healthy work environment for all employees, and the Union agrees to cooperate with the Town in its efforts to maintain a safe and healthy work environment.

Section 2. For the purpose of this article, unsafe equipment and unsafe conditions means equipment or conditions which, even if reasonable care and caution are used}

present an unreasonable risk or injury to an employee or others. All employees shall promptly report to their supervisor any equipment or condition which is allegedly unsafe. Employees will not be disciplined for reporting allegedly unsafe equipment or conditions to their supervisor. If it is determined by management that equipment or conditions are unsafe, then reasonable and prompt steps will be taken to ensure the safety of employees.

Section 3. It is agreed that a joint Union-Management Health and Safety Committee will be established with at least two representatives from Management and two representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold meetings when either party deems necessary to consider and review health and safety conditions. Upon written request the joint committee will be furnished relevant reports that concern the health and safety of bargaining unit employees. If the Committee determines that an unsafe or unhealthy working condition exists, the Town will endeavor to ensure the safety of employees.

Section 4. If the outside temperature exceeds 95 degrees Fahrenheit during paving operations, bargaining unit members shall return to the garage to perform inside duties.

Section 5. Joint Labor-Management Committee: There shall be established a committee designed to meet when needed to recommend methods and tools which could improve productivity and expedite harmonious resolutions of problems of mutual concern. The committee shall be comprised of four persons: two chosen by the Union and two by the Board of Selectmen. Said Committee will also serve as the committee for Job Classifications/Job Descriptions and Snow and Ice.

This Agreement entered into this ____ day of _____ .

FOR THE TOWN OF LYNNFIELD

FOR THE UNION
AFSCME COUNCIL 93, AFL-CIO
LOCAL 3434

Philip B. Crawford, Chairman

Michael Manning, President

David M. Nelson, Vice Chairman

Richard DeGrande, Shop Steward

Thomas D. Terranova,, Jr., Selectman

APPENDIX A

(See schedule, next page)

DEPARTMENT OF PUBLIC WORKS

Merit increases from step 1 through step 4 are not given sooner than one (1) per year.

Fiscal Year		2016	July 1, 2015		June 30, 2016		
Percent Increase		2.00%					
Grade		Step 1(OLD)	Step 1	Step 2	Step 3	Step 4	
1	Entry level	\$18,413					
2	Motor Equip Op/Muni Maint	\$20,0281	\$20,6309	\$21,0031	\$21,4522	\$21,8812	
3	Heavy Equip Op/Equip Maint	\$21,8242	\$22,3501	\$22,8891	\$23,4409	\$23,9097	
4	Crew Super/Tree climber/Skillec	\$24,0437	\$24,6596	\$25,2370	\$25,8274	\$26,3439	
5	Working Foreman	\$25,3011	\$25,8274	\$26,3532	\$26,9178	\$27,4562	
6	General Working Foreman	\$27,8414	\$28,6498	\$29,3299	\$30,0099	\$30,6101	
Fiscal Year		2015	July 1, 2014		June 30, 2015		
Percent Increase		2.00%					
Grade		Step 1	Step 2	Step 3	Step 4		
1	Entry level	\$18,0503					
2	Motor Equip Op/Muni Maint	\$19,6354	\$20,2264	\$20,5913	\$21,0316		
3	Heavy Equip Op/Equip Maint	\$21,3963	\$21,9119	\$22,4403	\$22,9813		
4	Crew Super/Tree climber/Skillec	\$23,5723	\$24,1761	\$24,7422	\$25,3210		
5	Working Foreman	\$24,8050	\$25,3210	\$25,8365	\$26,3900		
6	General Working Foreman	\$27,2955	\$28,0880	\$28,7548	\$29,4215		
Fiscal Year		2014	July 1, 2013		June 30, 2014		
Percent Increase		2.00%					
Grade		Step 1	Step 2	Step 3	Step 4		
1	Entry level	\$17,6964					
2	Motor Equip Op/Muni Maint	\$19,2504	\$19,8298	\$20,1875	\$20,6192		
3	Heavy Equip Op/Equip Maint	\$20,9768	\$21,4823	\$22,0003	\$22,5307		
4	Crew Super/Tree climber/Skillec	\$23,1101	\$23,7021	\$24,2571	\$24,8245		
5	Working Foreman	\$24,3186	\$24,8245	\$25,3299	\$25,8725		
6	General Working Foreman	\$26,7603	\$27,5373	\$28,1910	\$28,8446		
DPW							

11/5/2013

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective, I hereby request and authorize you to deduct from my
(Date)

UNION COPY

earnings each the amount of \$..... This amount shall be paid to the
(Payroll Period)
treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.
This authorization shall remain in effect unless terminated by me upon sixty days
advance written notice to the Union and the Employer or upon termination of my
employment.

Date Signature

Street Home Tel. # (.....)

City State Zip

Dept/Div/Facility

Work Location

Job Title

Social Security #..... Job Code #.....

Unit #..... Employee Payroll #.....

F-100

73

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective, I hereby request and authorize you to deduct from my
(Date)

EMPLOYER'S COPY

earnings each the amount of \$..... This amount shall be paid to the
(Payroll Period)
treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.
This authorization shall remain in effect unless terminated by me upon sixty days
advance written notice to the Union and the Employer or upon termination of my
employment.

Date Signature

Street Home Tel. # (.....)

City State Zip

Dept/Div/Facility

Work Location

Job Title

Social Security #..... Job Code #.....

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F-100

73