

Collective Bargaining Agreement  
Between

**The Town of Concord**

and

**The Teamsters Local Union 25**  
(Highway & Grounds Division Bargaining Unit)

Effective:

**July 1, 2017 through June 30, 2020<sup>1</sup>**

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<sup>1</sup> Subject to section 18.2.

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## PREAMBLE

This Agreement is made and entered into by and between the Town of Concord, Massachusetts, hereinafter referred to as the "Town", and the Teamsters Local Union 25, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

## ARTICLE 1 GENERAL PROVISIONS

### 1.1 RECOGNITION

Pursuant to DLR case no. WMAM-16-5099 the Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours of work and other terms and conditions of employment for all full-time and regular part-time positions (as defined in Article 1.2 of this Agreement) employed in the Town's Highway & Grounds Division (which includes highway, park, trees, cemetery, and fleet maintenance operations), but excluding the Public Works Director; Highway & Grounds Superintendent; Assistant Highway & Grounds Superintendent; Public Works Supervisor (Highway); Public Works Supervisor (Park & Trees); and all managerial, confidential, administrative, clerical, casual, temporary and all other Town employees.

### 1.2 DEFINITIONS

As used in this Agreement, the following words and phrases shall have the meanings shown below unless a different construction is clearly required by the context.

**"Town"** means the Town of Concord acting through its Town Manager, as Chief Executive Officer, and his authorized representatives, including the assistant/deputy town manager, head of Human Resources, and the head of Public Works, or their designee(s).

**"Department"** means the Town of Concord Public Works Department, or its functional successor.

**"Division"** means the Highway & Grounds Division (which consists of highway, fleet maintenance, park, tree and cemetery operations) of the Town of Concord Public Works Department, or its functional successor.

**"Director"** means the Public Works Director or any successor appointed official who is assigned administrative jurisdiction of the Highway & Grounds Division.

**"Superintendent"** means the Highway & Grounds Superintendent or the position's functional successor.

**"Supervisory Employee"** means a member of the Bargaining Unit who exercises supervisory duties and responsibilities under their job description.

**“Public Works Supervisor (Highway)”** means an individual assigned by the Director to have functional responsibility for a particular employee or group of employees in the Highway Division.

**“Public Works Supervisor (Park & Trees)”** means an individual assigned by the Director to have functional responsibility for a particular employee or group of employees in the Parks and Trees Division.

**“Employee”** means a member of the Bargaining Unit recognized in this Agreement.

**“Regular Hours”** means the base number of hours an employee has been hired for and is normally anticipated to work each week.

**“Full-time”** means year-round employment anticipated to consist of at least forty (40) regular hours per week for an indefinite term.

**“Regular Part-time”** means year-round employment anticipated to consist of less than forty (40), but at least twenty (20) regular hours per week for an indefinite term.

**“Temporary Employee”** means a person whose services are needed in the Highway & Grounds Division only for a temporary period of time; such individuals are not members of the Bargaining Unit, are not subject to any provision of this Agreement, and are not restricted by calendar months or scope of duties. To be considered temporary, an individual’s appointment must meet one of the following sets of criteria and shall not extend beyond the normal timelines specified unless mutually agreed to by the Town and Union based on applicable circumstances:

- a. **Seasonal Employees.** Appointment for up to four (4) continuous months to fill a seasonal need; an individual shall not normally be appointed to another seasonal position until ninety (90) days after his/her last seasonal assignment ended.
- b. **Replacement Employees.** Appointment for a defined or indefinite term to serve as a temporary replacement for a regular employee who is on a leave of absence.
- c. **Vacant Position.** Appointment to temporarily serve in a specified regular position that is vacant. Such employees will not be subject to this Agreement or members the bargaining unit until they have served at least twelve (12) consecutive months in such vacant position.
- d. **Structured Temporary Employee.** Appointment to serve in a position designed to end after a period of time, not more than ten (10) consecutive months in length.

An individual may be appointed into subsequent temporary positions without impacting his/her bargaining unit status provided (1) each individual appointment meets the above criteria and (2) he/she does not work for more than a total of twelve (12) consecutive months when the time serving in “seasonal” and “structured temporary” positions is combined.

### 1.3 STABILITY OF AGREEMENT

1.3.1 No employee or group of employees within the bargaining unit may modify or waive any provision of this Agreement.

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

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

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

1.3.5 The Town and the Union, for the life of this Agreement, each voluntarily and without qualification waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter covered in this Agreement.

1.3.6 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation, the parties will meet and negotiate such parts or provisions affected. The remaining parts or provision shall remain in full force and effect.

1.3.7 No amendment to this Agreement shall bind the parties hereto unless in writing and signed by the parties hereto. No practice, condition of employment or benefit or oral agreement not expressly stated in this Agreement shall be binding on the Town or the Union.

1.3.8 The parties further agree that only matters which are expressly and specifically stated in this Agreement shall be subject to any grievance or arbitration provisions of this Agreement.

### 1.4 NON-DISCRIMINATION

1.4.1 The Town and the Union agree that they will not discriminate against any bargaining unit member because of race, color, religion, national origin, sex, age (as defined by law), pregnancy, gender identity, sexual orientation (as defined by law), disability, military or veteran's status, genetic information, or union activity or non-union activity.

1.4.2 Complaints alleging a violation of this Article may be addressed in accordance with the Grievance Procedure of this Agreement. Employees are also encouraged to promptly notify the Human Resources Director and/or Assistant/Deputy Town Manager of any alleged discrimination.

An employee who arbitrates a discrimination matter shall not be prohibited from contacting, filing a charge or complaint with, seeking assistance from or participating in any proceeding before any federal or state administrative agency to the extent permitted by applicable federal or state law. However, such employee will be prohibited to the fullest extent authorized by law from obtaining monetary damages or other personal relief in any agency proceeding in which he/she participates.

## 1.5 NO STRIKE & NO LOCKOUT

1.5.1 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

1.5.2 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any prohibited job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

1.5.3 Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against any employee and such other action that the Town may deem appropriate; provided, however, that an issue of fact as to whether an individual has engaged in such activity may be the subject of the grievance-arbitration procedures set out herein and further provided that an arbitrator shall have no jurisdiction over the penalty imposed by the Town or any authority to determine the remedy.

1.5.4 The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

1.5.5 The Town shall not lockout employees. The termination of or the layoff of employees or the reorganization of operations shall not be deemed to be a lockout.

## 1.6 MANAGEMENT RIGHTS

1.6.1 The Town will not be limited in any way in the exercise of the functions of management and retains and reserves unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management. The rights of the Town shall include, but are not limited to, the following:

1. to determine the mission, budget and policy of the Public Works Department;
2. to direct and control all the operations and services of the Town and its Public Works Department;

3. to determine the organization, location, the number of employees, and functions of the Town and its Public Works Department;
4. to determine the numbers, types, and grades of positions and employees assigned to an organizational unit, work project, and to any location or task;
5. to determine the methods, means and personnel by which the Public Works Department's operations are to be carried out;
6. to determine policies affecting the hiring, promotion, retention, and training of employees and to carry out such functions;
7. to hire, appoint, assign and promote employees, including the determination of qualifications and requirements for the position or promotion;
8. to add or eliminate departments, divisions, and/or services;
9. to direct, control, train, supervise and evaluate employees, including the frequency of evaluations, the conducting of the evaluation, and the establishment of the evaluation instrument which establishment will be subject to impact bargaining;
10. to establish, amend or interpret, from time to time, job descriptions which shall be within the function of bargaining unit classifications; provided however, the Town will consult with the Union prior to making substantive changes in job descriptions;
11. to institute technological changes and to revise processes, systems or equipment, including the use and upgrade of automated and manual timekeeping, attendance, payroll, GPS location, inventory and other systems/equipment;
12. to determine standards for dress, grooming, and personal hygiene of employees in the workplace;
13. to establish and change the hours of work of employees and to determine the number of employees working during any given time;
14. to increase, diminish, change or discontinue operations in whole or in part;
15. to transfer employees within the Department, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to; provided,

however, for a regular transfer to another Division, the Department will first seek qualified volunteers whose transfer will not adversely affect the Department as determined by the Director;

16. to assign and reassign duties and job tasks, including the change of duties and job tasks, and including the assignment of job duties outside the Division and Department, but within the Town Government, including schools;
17. to schedule and enforce work hours;
18. to assign employees to hours of work and to change work hours;
19. to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;
20. to grant and schedule leaves, including, but not limited to, vacation and personal leave and to place employees on sick and administrative leave;
21. to discipline, suspend, discharge and/or demote employees, and to require the cooperation of all employees in the performance of this function;
22. to use and employ non-bargaining unit employees of the Town of Concord including, but not limited to, managerial and supervisory employees, seasonal and other temporary employees, volunteers and/or interns to perform the work of the Division;
23. to lay off employees due to lack of funds or work, or for any other legitimate reason;
24. to relieve employees due to incapacity to perform duties or for any other legitimate reason;
25. the right to require alcohol and drug testing of all employees;
26. to make, amend, and enforce rules, regulations, policies and procedures as the Town deems necessary;
27. to establish and enforce a dress code for employees;
28. to determine the care, maintenance and operation of the equipment and property used for and on behalf of the Town and its Public Works Department;
29. to determine employee classifications and employment status;

30. to increase or decrease the number of positions;
31. to determine standards of proficiency in required skills;
32. to contract out and subcontract any or all work of the Division as the Town deems appropriate subject to impact bargaining if any employees are directly laid off as a result of the contracting out of services;
33. to alter, add to or eliminate existing methods, equipment, facilities or programs;
34. to assign work sites; including the change of work sites;
35. to schedule, assign and require overtime;
36. to require that employees respond to a callback;
37. to determine whether goods should be leased, contracted or purchased;  
and

1.6.2 The Town will have the right to invoke its management rights and make such changes in these items, to the degree and frequency that the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly modified by a specific provision of this Agreement.

1.6.3 Reserved.

1.6.4 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

1.6.5 Except as expressly provided by a specific provision of this Agreement, the exercise of all management rights shall be final and binding and shall not be subject to the dispute resolution provisions of this Agreement.

#### 1.6A DUES CHECK-OFF

a. Effective the thirtieth (30th) day following the beginning of employment under this Agreement or the effective date of this Agreement, whichever is later, the Town shall deduct regular Union dues, including initiation fees and uniform assessments, in the amount authorized by the employee, from the employee's regular paycheck for each month. Monthly dues will be deducted from checks on a bi-weekly basis with a maximum of two (2) deductions each month. There will be no deduction when a third pay-period falls within a particular month. The amounts deducted shall be sent to the Union office with a roster. The deduction of dues shall be in accordance with approved Town procedures.

b. The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A and Town policies and procedures.

c. The Town will not make any retroactive adjustments or deductions for any missed dues payments unless specifically authorized by the employee. The Union will be responsible for resolving any over/under payment of dues by the membership. In the event that an employee has not earned enough in a pay period to satisfy his or her dues obligation, the Union shall collect those dues directly, and the Town shall not be held responsible for collection of those dues.

d. Written authorization by the employee must be furnished to the Town via the Union in order for any deductions to commence.

e. Dues must be a fixed dollar amount that can be divided equally into the month's two bi-weekly deductions and must be the same amount for every member of the bargaining unit. Such amount may only change for the unit once every 12 months. Official written notice of any change in the deduction rate must be sent by the Union to the Finance Director and copied to the Human Resources Director. Such notice must be given at least two (2) weeks before the paycheck in which the changes are to take effect.

1.6B Reserved

1.7 STEWARDS

The Union may designate and the Town will recognize one (1) steward and one (1) alternate to serve in the absence of the steward; however, the Town shall not be obligated to recognize any employee as a steward or alternate unless the Union has informed the Director, in writing, of who is designated to serve in these roles. The Union reserves the right to change who is designated as Steward or Alternate at any time. The Union shall promptly notify the Director in writing of any changes therein.

The role of steward and alternate so designated by the Union shall be the following:

1. Investigate and present grievances to the Town's designated representative(s) in accordance with the provisions of this collective bargaining agreement;
2. Collect dues when authorized by appropriate Local Union action;
3. Transmit such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - a) have been reduced to writing, or

- b) if not reduced to writing, are of a routine nature and do not involve any interference with the Town's business;

- 4. Receive notices and information from the Town.

The steward or alternate shall be permitted to investigate grievances on the property of the Town, provided such activities are only done in areas where bargaining unit members work and do not interfere with the Town's ability to conduct business. Furthermore, the steward or alternate may attend meetings between the Town and the Union on Town property to process a grievance filed by an employee covered by this Agreement.

Except as specifically provided in Sections 7.2 and 7.3 of this Agreement, the steward and alternate shall not be compensated by the Town for his/her duties as a steward or alternate and shall only perform the above duties during time for which he/she is not being paid.

#### 1.8 ACCESS TO PREMISES

With the prior approval of the Director or his/her designee, authorized business agents of the Union, who are not employees, shall be permitted access to the premises for the purposes of administering this Agreement.

Furthermore, only after providing notice to the Director or his/her designee, the Business Agents shall have access to the designated lunch rooms during employee lunch times that occur when the Town's business offices are open.

In all cases, visits by the Business Agents shall not involve employees during their work time unless specifically authorized by the Director and in no event shall such visits interfere with operations of the Town or the performance of duties assigned to employees.

#### 1.9 BULLETIN BOARDS

The Town shall provide reasonable space at Highway & Grounds Division facilities for up to two (2) bulletin boards which shall be used solely by the Union for notices concerning Union business and activities. The Union agrees that no notices will be posted that contain denunciatory, inflammatory, profane, obscene, political (excluding internal Union elections or campaigns), or otherwise inappropriate material. Notices shall be limited to bona fide union activities. The Union shall not post notices at any location other than the approved bulletin board location.

#### 1.10 DIRECT DEPOSIT & PAPERLESS PAY STATEMENTS

Upon receipt of written authorization from an employee, the Town agrees to make voluntary transmittals from that employee's paychecks to up to three (3) banks and credit unions, including the Teamster's Credit Union, once each pay period via direct deposit. The Town shall not make deductions and shall not be responsible for such transmittals for any pay periods in which the employee has no earnings or in which the employee's earnings are less than the amount authorized for deduction.

The Town may choose to require all employees to enroll in Direct Deposit of their pay. If the Town decides to implement this requirement, employees will be given at least 60 days written notice of its decision to do so. The Town may also choose to cease the provision of paper pay statements and instead provide employees with electronic access to such information.

## **ARTICLE 2**

### **WORK SCHEDULES**

#### **2.1 WORKWEEK**

For Fair Labor Standards Act purposes, the official workweek begins at 7:00 a.m. each Monday and ends at 6:59 a.m. the following Monday. While employees may be paid on a biweekly basis, each workweek stands alone in the definition of overtime.

#### **2.2 EMPLOYMENT STATUS**

An employee's "employment status" shall be based on his or her appointment by the Town Manager as appointing authority. The employment status designation of regular "full time" and regular "part time" are as defined under this Agreement.

#### **2.3 WORK SCHEDULE**

##### **2.3.1 Regular Work Schedule**

a) The Director or his/her designee(s) will establish a regular work schedule for each person based on the individual's employment status and the Department's operational needs. The regular work schedule for full-time employees shall consist of forty (40) hours per week; the schedule of part-time employees will be less than 40 hours per week. In the event that the Director determines a regular schedule change is needed for one or more employees, the Director or his/her designee will ask employee(s) to accept the new schedule voluntarily. If the Director finds, in his/her sole discretion, that no employee(s) who volunteered can meet the need, the Director may assign an employee(s) to a change of schedule at his/her discretion provided at least 30 days' notice is given to the employee(s) whose regular work schedule is adjusted by the Director.

b) Any individual employee may request a change to his/her regular work schedule. The Director will consider and may, in his/her sole discretion, grant such requests based on the operational needs and budgetary constraints of the Division.

##### **2.3.2 Temporary Schedule Adjustments**

a) When the need for a temporary adjustment in an employee's work schedule is foreseeable, the employee(s) will be consulted with and advised of any temporary adjustments to their schedule at least two (2) weeks, unless there is an emergency, before his/her schedule is adjusted.

b) The Director may offer or require employees to work a modified schedule for up to 120 days, such as during summer months, without impacting the regular schedule of each employee.

c) Any individual employee may request a temporary change to his/her work schedule. The Director will consider and may, in his/her sole discretion, grant such requests based on the operational needs and budgetary constraints of the Division.

### 2.3.3 Reserved.

## 2.4 OVERTIME & CALL-BACK

### 2.4.1 Expectations of Employees

It is understood that duties performed by Public Works staff ensure for the safety and well-being of the public and community and that all parties to this Agreement are expected to work together to ensure staffing needs are met. Accordingly, in addition to the regular work schedule, each employee is subject to mandatory overtime, both scheduled and unscheduled. Furthermore, each employee is expected to:

- a) be regularly available for required overtime,
- b) consistently demonstrate responsiveness to callbacks throughout the year,
- c) remain aware of his/her place on the overtime rotation and if he/she will not be available for response and coordinate with other employees to ensure that someone will be able to respond,
- d) report to the Public Works garage or other assigned location for overtime when directed by the Superintendent or his/her designee, unless on an approved leave day as defined by this Agreement,
- e) be reliable in regularly responding to storm-related and emergency callbacks within a reasonable time period. (When no notice is given, every reasonable effort must be made to report within one (1) hour of being called.)
- f) work cooperatively with management to ensure staffing needs are met,
- g) provide the Superintendent with a single telephone number at which he/she is to be contacted for overtime and call-back purposes, and
- h) be reachable via one call or text message to the designated number.

If an employee is not reachable when contacted he/she may lose his/her turn on an overtime rotation. In addition, if no employee responds to a call back, the Director may impose mandatory overtime on employees.

Emergencies that require call-back will be determined solely by the Director or his/her designee. During the winter vacation period (defined in Article 5.4.6), all employees are required to report when directed unless on an approved leave day.

An employee may be subject to disciplinary action up to and including termination of employment due to 1) failure to meet the above expectations on a repeated basis, 2) a repeated failure to respond to any storm event within a reasonable period due to intentional disregard of the Division's needs, or 3) repeated (i.e., more than one time per season) unavailability to respond for emergency callback during winter emergency response periods.

#### 2.4.2 No-Call Status

- a. "No-call status" applies to periods during which an employee shall not be subject to call-ins, mandatory overtime, or cancellation of approved leave. Such periods may include weekends, periods of paid leave, or other times when an employee is not scheduled to work. No-call status will apply to leave as follows:

**Holidays:**

Employees will be subject to overtime and callback unless approved for no-call status.

**Vacation:**

Unless on approved no-call status, an employee may be offered overtime assignments in accordance with overtime distribution provisions and shall be available for emergency call-back during vacation leave. Furthermore, approved vacation may be cancelled to meet emergency needs unless an employee is on approved no-call status.

**Scheduled Sick:**

When an employee is absent due to scheduled sick leave (i.e., for a medical appointment), he/she will be called for overtime opportunities in accordance with standard procedures unless on approved no-call status.

**Unplanned Sick:**

When an employee uses unplanned sick leave, he/she will not be subject to call-back and overtime assignments on that day, and on any weekends and holidays that immediately follow that day, unless authorized by the Director or his/her designee.

**Personal:**

Unless on approved "no-call status," an employee will be offered overtime assignments in accordance with overtime distribution provisions and shall be available for emergency call-back during personal leave.

**Bereavement:**

An employee will be on no-call status on each day he/she is absent due to bereavement leave, and any weekend and holiday days that immediately follow that day, unless the employee specifically notifies the Superintendent or his/her designee in writing that he/she is available.

- b. Requests for no-call status must be made in writing using a form or electronic tool specified by the Town and delivered personally to the Superintendent or his/her designee. No-call status automatically applies to bereavement, unplanned sick/medical, military, and jury duty leaves, but employees must follow established procedures for requesting and notifying his/her supervisor of such leave.
- c. During the period of November 1 through March 30 each year, one (1) employee shall be allowed to be on no-call status at any given time. During the period of April 1 to October 31 of each year, no more than 50% of the employees of each operational unit (i.e., Highway, Fleet, Park & Tree, and Cemetery) shall be allowed to be on no-call status at any given time; such limit does not apply for units consisting of only one employee. The Director, in his/her sole discretion, may approve no-call status for more than the number of employees per time period specified in this paragraph.

#### 2.4.3 Overtime Distribution

a. The Director or his/her designee shall assign work based on his/her assessment of whose qualifications or skill level meet the needs of any given assignment, operational considerations, emergency response needs, or any other factor he/she deems relevant.

If at all practical, in the sole discretion of the Director or his/her designee, consideration will be given to assignments based on primary Division or operating unit typically performing the work.

b. Accordingly, overtime assignments may be given to any staff member, whether a bargaining unit member or not, without any impact on the overtime distribution practices outlined in this Article. Notwithstanding these rights to assign work, the Town will strive to follow a reasonable system of affording all employees overtime opportunities.

c. When the Director or his/her designee has decided that an overtime assignment does not require the services of a particular worker, the Town shall utilize a rotational system to determine who shall be given or offered the assignment.

d. For overtime related to winter maintenance, rotations shall distribute overtime amongst Town staff both within and outside of the Division. For other types of overtime that the Director or his/her designee determine shall be performed by Division staff, a general-purpose rotation shall distribute overtime among staff of the Division. When the Director deems appropriate based on operational needs, he/she may also implement or discontinue the use of additional rotations to distribute specific types of overtime assignments among certain Division staff members.

e. All rotation(s) shall be in alphabetical order based on last names. New names shall be added to the rotation on an alphabetical basis, but shall be skipped for the first overtime opportunity after such addition.

f. In the event an individual is erroneously skipped in the overtime rotation, the remedy for this error shall be to offer that person the next available overtime opportunity for which he/she is eligible rather than contact the next person(s) in the rotation; the rotation will then resume where it was left off.

g. An individual who has used unplanned sick time will not be offered non-emergency overtime hours until he/she has returned to work for at least one regular shift unless otherwise approved by the Director or his/her designee. If an overtime opportunity arises when an individual is first in the rotation but not eligible due to sick leave use, he/she shall be skipped for that rotation and lose the opportunity for an assignment until the next full rotation.

h. Unless on approved no-call status, an employee will be called for overtime opportunities in accordance with standard procedures.

i. When weekend overtime opportunities are known in advance, the Superintendent or his/her designee shall strive to offer the shifts as soon as possible.

j. A record of overtime distribution shall be maintained and shall be available for inspection by employees and Union Representatives.

## 2.5 BREAKS

2.5.1 In accordance with Massachusetts law, an employee must be given a 30-minute unpaid meal break during each shift that lasts more than six hours; such break shall be included in the employee's scheduled hours of work. During this break, the employee must be fully relieved from duty and be free to leave the workplace. Time spent traveling between a job site and the Public Works facilities shall not count as part of the meal break period; accordingly, an employee must proceed immediately to and from the facilities without making stops to conduct personal business before and after meal breaks.

2.5.2 In unusual circumstances and with the advance approval of the Director or his/her designee, an employee may voluntarily waive any given meal break by (1) working through his/her break, or (2) remaining on the premises at the request of the employer during the break, but the employee must then be paid for those hours worked and for any break less than 30 minutes.

2.5.3 In addition to the required thirty (30) minute meal break, an employee may be granted a paid fifteen (15) minute break during any shift in which he/she is scheduled to work at least eight (8) hours. Any travel time to or from a job site shall be done during, rather than in addition to, such a break. No extra pay will be provided if such a break is waived or otherwise does not occur in any given shift.

## 2.6 REST PERIODS

If an employee has worked sixteen (16) or more consecutive hours, the Director or his/her designee may, at his/her sole discretion, release that employee from work with pay during his/her regular work hours on the day of or immediately following the period of prolonged work.

During such paid periods, the employee shall be paid at his/her straight-time hourly rate and is expected to rest such that he/she is prepared to return to duty later if needed. Employees may be required to remain on-site during the rest period.

If an employee has worked for sixteen (16) continuous hours and continues to work into his/her next regularly scheduled shift, the employee will continue to be paid at time and one half until the continuous work period ends and the employee is relieved from duty; provided, however, the employee shall be paid at his/her straight-time hourly rate for all rest periods during such paid periods under this section. Employees may be required to remain on-site during the rest period.

## 2.7 RECORDING OF WORK & LEAVE TIME

2.7.1 Each shift every employee must record his/her actual start and stop times of work on a time sheet, time clock, or via another method provided by the Director. All time worked by an employee, whether authorized or not, must be recorded; when more than 6 hours is worked in a shift, the record must also indicate whether a 30-minute break period was taken and whether it was paid or unpaid. Intentionally recording time that was not actually worked is not permitted. At the end of each week, the employee must attest, via signature or other method approved by the Town, to the accuracy of the record and submit it to the Superintendent or his/her designee for review. From time to time, the Town shall notify employees, in advance, of the method to be used by the employee to record his/her time.

2.7.2 The Town will maintain a record of all paid leave accrued and used. Employees are responsible for reviewing, verifying and signing (in writing or electronically) the records on a schedule determined by the Town and not less than every 6 months. If an employee is aware of any error or omission, he/she must report it to the Director immediately. If errors or omissions are discovered at any time after a record is signed, appropriate corrections in accrued leave and/or compensation will be made.

## **ARTICLE 3** **COMPENSATION**

An employee shall only be paid compensation that is specifically provided for in this Agreement or is required by law.

### 3.1 BASE SALARY

All base salaries shall be in accordance with the salary schedules set forth in Appendix A of this Agreement.

### 3.2 BASE SALARY INCREASES & PERFORMANCE EVALUATIONS

3.2.1 Employees' base wages shall be in accordance with Appendix A of this Agreement. Employees shall be eligible for performance increases, if any, in accordance with Appendix B of this Agreement.

To be eligible for any given salary increase, an employee must be in active status at the time this Agreement is executed and on the effective date of the increase; provided, however, upon return from workers' compensation leave or an unpaid leave of absence, an employee shall be eligible for a salary increase prospectively.

3.2.2 Employees who resign or are terminated by the Town are not eligible for retroactive pay under this Agreement.

3.2.3 Furthermore, all performance increases to an employee's base hourly rate shall be contingent upon satisfactory performance and the conditions set forth in Appendix B.

### 3.3 COMPENSATION FOR TIME WORKED

In accordance with the Federal Fair Labor Standard Act (FLSA), hourly employees must be compensated for all time actually worked in a workweek. Accordingly, an employee may not:

1. perform duties until an assigned shift begins or after it ends unless specifically approved by the Director or his/her designee;
2. work without pay in one workweek in order to take time off with pay in another workweek; or
3. volunteer to perform work for the Town without pay unless specifically approved by the Director and permissible under the FLSA.

### 3.4 PAY FOR OVERTIME

3.4.1 Full-time employees shall receive overtime pay of one and one-half times their hourly rate (including longevity and other special pays as required by federal law) for all hours actually worked over forty (40) hours for the week or over eight (8) hours in a day except as provided in subsection 3.4.2. Paid leave time shall count as time worked for calculating overtime pay for overtime after forty (40) hours for the week.

3.4.2 Overtime shall not be paid for scheduled hours actually worked over eight (8) hours in a day when an employee is regularly scheduled to work more than eight (8) hours per day (e.g., when an employee is scheduled to work four (4) days a week, ten (10) hours per day).

### 3.5 PAY FOR CALL BACK

3.5.1 Hourly employees who are assigned or recalled to work for periods that are non-contiguous with their regular work day will receive a minimum of four (4) hours pay for such work when the assignment or recall was made less than eight (8) hours prior to the scheduled start time. When eight (8) hours or more notice is given the employee for such work, a minimum of two (2) hours pay will be given.

3.5.2 Pay for call back begins when the employee reports to and begins actual work. This call back provision shall not apply to shifts or work activities which the employee is given an option to accept or are assigned based on a request made by the employee, nor to call back periods that adjoin the regular work day.

3.5.3 The call back period shall end when the employee on call is released by the Authorized Supervisor. During a call-back period, employees may be assigned other urgent work, as determined by the Director or his/her designee, that is unrelated to the reason for the recall.

### 3.6 PAY FOR HOLIDAYS WORKED

When an employee works on New Year's Day, Christmas Day or Thanksgiving Day, he/she shall receive two (2) times his/her hourly rate of pay in addition to any holiday pay for which he/she may be eligible; this provision does not apply to the observed holiday if different than the actual holiday. When an employee works on any other holiday recognized or observed by the Town, he/she shall receive one and one-half (1½) times his/her hourly rate in addition to any holiday pay for which he/she may be eligible.

### 3.7 PAY FOR STAND-BY ON CHRISTMAS & NEW YEAR'S DAY

3.7.1 Employees who have signed up (in accordance with departmental procedures) to be on stand-by status for Christmas Day and New Year's Day shall receive eight (8) hours of straight time pay for such stand-by duty. Such pay is granted in addition to any pay earned for actual hours worked on those days and in addition to the employee's regular holiday pay for those days.

3.7.2 The stand-by period for Christmas Day runs from 4:00 p.m. on December 24 to 4:00 p.m. on December 25. The stand-by period for New Year's Day runs from 6:00 p.m. on December 31 to 6:00 p.m. on January 1.

3.7.3 By signing-up for stand-by status, the employee is guaranteeing his/her availability. While on stand-by status, the employee is required to:

- be reachable via a communication method specified by the Town;
- remain in physical and mental condition to report to work; and
- make every effort to report to work within one (1) hour of being called.

Failure to meet the conditions for stand-by status will result in loss of stand-by pay and may result in disciplinary action up to and including termination of employment.

3.7.4 The provisions of this section of the Agreement shall in no way diminish an employee's responsibility to be available and respond to calls for overtime under other provisions of the Agreement.

3.7.5 Payments for stand-by periods shall be incorporated in the employee's regular rate for the purposes of calculating the overtime rate for any given workweek.

### 3.8 PAY FOR TRAINING PERIODS

3.8.1 Time spent by an employee during work for training and obtaining licenses and certifications required of his/her position will be considered hours worked and the employee will be paid for such time provided the Director or his/her designee specifically authorizes use of work time for such purposes.

3.8.2 When authorized by the Director or his/her designee, an employee will be paid for training where the training is inside normal working hours, required by the Department, and directly related to the employee's current job assignment.

### 3.9 TEMPORARILY WORKING OUT OF GRADE

#### 3.9.1 Service in Higher Graded Position

When an employee is temporarily assigned, for a period of fifteen (15) or more consecutive work days and with written approval of the Town Manager, to the majority of the significant duties of a position classified in a higher pay grade than the position in which he/she performs regular service, he/she shall receive additional compensation for the period of actual service in the higher position. Compensation shall ordinarily be 5% above the employee's base pay rate, but not less than the minimum or more than the maximum of the higher position's salary range. The higher pay rate shall apply to any overtime worked in the higher classification (when eligible), but shall not apply to any paid leave taken or accrued during the acting assignment, unless authorized by the Director.

#### 3.9.2 Service in Lower Graded Position

When an employee is temporarily assigned the duties of a position classified in a lower pay grade than the position in which he/she performs regular service, he/she shall continue to be compensated at his/her regular rate of pay. Such pay provisions shall not apply when an employee has voluntarily applied for or requested additional hours to temporarily fill a vacant position of a lower grade; in such cases the employee shall be offered a temporary blended rate based on the number of hours to be worked in, and the pay rate of, each position.

### 3.10 REIMBURSEMENTS

The Town will reimburse employees for the following items:

- Renewal of Hydraulic License when assigned by the Director or his/her designee to renew such license.
- Renewal of DOT Medical Examiner's Certificate the amount of which will not exceed \$100 every two years. If the Town finds a physician that can provide medical examinations for CDL drivers at a reasonable cost as determined by the Town, the employee may opt to be examined by that physician at the Town's expense. Such employees shall not be eligible for the \$100 reimbursement.

- Renewal of Pesticide License when assigned by the Director or his/her designee to renew such license.

### 3.11 RESERVED

### 3.12 LONGEVITY PAY

In recognition of service with the Town, an employee shall be paid the hourly amount shown in addition to his/her base rate of pay:

Length of Service	Annualized Amount	Hourly Payment
5 years	\$125	.06
10 years	\$250	.12
15 years	\$400	.19
20 years	\$600	.29

Part-time employees will receive credit for years of service on the same basis as full-time employees.

Longevity pay shall be added to the base pay effective in the first pay period following completion of the employment period required.

Any employee who leaves Town service while in good standing and is subsequently rehired by the Town will, upon successful completion of one year's service, be given credit for his/her previous years of service for the purposes of longevity pay.

In addition, employees will be given service credit for the following: Any prior temporary employment by the Town during in which the employee's work schedule was at least 20 hours per week. Any prior service for which an employee was given credit for the purposes of longevity.

## **ARTICLE 4** **BENEFITS**

### 4.1 HEALTH INSURANCE

The Town agrees to provide health insurance in accordance with Chapter 32B of the Massachusetts General Laws.

### 4.2 EDUCATIONAL ASSISTANCE

Employees who regularly work at least twenty-five (25) hours per week, are in good standing, and have been in continuous employment with the Town for at least one (1) year are eligible for educational assistance in accordance with the provision of the Town's Administrative Policy and Procedure #29 as last revised October 2009. The Town's decision to approve or deny a request for such assistance shall not be subject to any grievance or arbitration provisions of this Agreement.

**ARTICLE 5**  
**LEAVES – PAID & UNPAID**

5.1 ELIGIBILITY FOR PAID LEAVE

Only those employees who hold a regular status position and whose hours consist of at least twenty (20) per week shall qualify for paid leave as described in this Article. Such an employee shall be referred to as an “eligible employee” for the purposes of this Article.

5.2 GENERAL PROVISIONS FOR LEAVE

5.2.1 Calculation of a Day

For the purposes of leave, a day shall be equal to one-fifth of an employee’s regular hours per week except where otherwise specified.

5.2.2 Reporting Unscheduled Absences

Use of unscheduled leave will be subject to the Division’s call-in procedures. When an employee is unable to report to work due to uncontrollable circumstances, he/she must contact the Superintendent or his/her designee at least one (1) hour prior to the start of his/her shift, or as soon as otherwise feasible, using the phone number provided by the Town. **Such contact must result in an actual conversation, not just a voice message.** Any employee who does not follow the policies related to reporting the need for unscheduled leave, or provisions for use of paid leave, may be denied pay for the leave taken and may be subject to disciplinary action.

5.2.3 Leave Request Submittal & Approval

Employees are expected to submit leave requests in writing unless circumstances related to unforeseeable absences prevent this method. For the purposes of leave requests, electronic requests using a system specified by the Town shall count as being in writing and submitted personally to the Superintendent or other designated authority. No leave shall be considered approved until the employee receives notice that the request has been approved by the Superintendent or his/her designee.

5.3 HOLIDAYS

5.3.1 Holiday Leave Earned

a. Each eligible employee shall earn paid holiday leave. To qualify for any given paid holiday, an employee must be on pay status on his/her last regularly scheduled work day immediately preceding the holiday and on his/her first regularly scheduled work day immediately following the holiday.

b. One (1) day of paid holiday leave shall be granted for each of the following days:

Holidays:

New Year's Day  
 Martin Luther King Day  
 Presidents' Day  
 Patriot's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veterans' Day  
 Thanksgiving Day  
 Day After Thanksgiving  
 Christmas Day

Observed On:

January 1  
 Third Monday in January  
 Third Monday in February  
 Third Monday in April  
 Last Monday in May  
 July 4  
 First Monday in September  
 Second Monday in October  
 November 11  
 Fourth Thursday in November  
 Day After Thanksgiving  
 December 25

5.3.2 Holiday Observance

a. Holidays which fall on a Saturday shall be observed on the preceding Friday and holidays which fall on a Sunday shall be observed on the following Monday.

b. Reserved.

5.4 VACATION

5.4.1 Accrual of Vacation Leave

a. Each eligible employee shall accrue paid vacation leave as described below based on the following schedule:

<u>Years of Service</u>	<u>Vacation per Year</u>
First 3 years	10 days
From the 3 <sup>rd</sup> anniversary	15 days
From the 10 <sup>th</sup> anniversary	20 days

Any eligible employee with a service date before July 1, 2018, shall earn 25 days of vacation per year as of their 20th anniversary.

b. One-twelfth of an employee's annual vacation leave is accrued at the end of each calendar month; accrual for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or separation, as appropriate. At its sole discretion, the Town may convert to a system where 1/365th of the annual leave is accrued per day. The Town may adopt rules for periodically making minor adjustments to leave accruals or balances to account for rounding throughout the year.

c. When an employee's vacation accrual increases, the accrual for that month shall be calculated as a weighted average of the number of calendar days at the previous accrual rate and the number of calendar days at the new accrual rate.

d. Service for the purposes of vacation accrual shall be counted from the most recent date of hire as an eligible employee of the Town or Concord schools, less any period during which service credit was not earned due to an unpaid leave of absence. In addition, employees will be given service credit for any temporary employment by the Town during which the employee's work schedule was at least 20 hours per week and which immediately preceded the employee's date of regular hire with no break in service. Furthermore, any full-time employee who leaves Town service while in good standing and is subsequently rehired within 5 years as a regular, full-time employee of the Town will, upon successful completion of one year of service, will be given credit for any previously-counted years of service for the purposes of vacation accrual.

#### 5.4.2 Maximum Vacation Accrual

Accumulation of vacation hours is limited to a maximum of the employee's annual accrual level, plus five (5) days; no leave will accrue beyond the maximum. In unusual circumstances, the maximum accrual limit for an employee may be waived by the Town Manager provided that a written request is submitted to the Director no later than thirty (30) days after the date that hours over the maximum would have been accrued; in such cases, the waiver shall not be valid for more than a ninety (90) day period.

#### 5.4.3 Availability of Vacation Leave Accrual for Use

Vacation leave is available for use as accrued, except that no employee may take vacation until he/she has completed six (6) months of service unless authorized in advance by the Director. No vacation leave shall be granted to an employee in advance of his/her accrual of such leave.

#### 5.4.4 Approval and Use of Vacation Leave

a. Requests to use vacation leave must be made in writing and delivered personally to the Superintendent or his/her designee. Whenever possible, vacation leave for a block of time consisting of one (1) week or more should be requested a minimum of fourteen (14) calendar days prior to the start of the vacation leave. Shorter periods of leave should be requested at least two (2) business days in advance. However, requests submitted at any time may be approved at the discretion of the Director or his/her designees.

b. Use of vacation leave must be officially approved by the Director or his/her designee. Vacation requests will be considered in the order in which they were received and approved based on the Director's or his/her designee's assessment of operational needs. Employees are expected to work cooperatively to resolve conflicting vacation requests.

c. Reserved.

d. Reserved.

#### 5.4.5 Pay for Unused Vacation Upon End of Employment

When an individual's employment ends, the employee shall be paid for all unused vacation hours accrued up to the last day worked, subject to the maximum accrual provisions.

#### 5.4.6 Winter Vacations

1. A. One winter vacation per employee, consisting of a single period of up to 7 consecutive calendar days, may be granted at such time as the Public Works Director or his/her designee(s) shall determine and shall be scheduled at times when the work program of the Department will be least affected. Winter vacations are vacations which are scheduled to occur during the months of November, December, January, February and March ("Winter Vacation Period") in any year.

1. B. Except in the case of employee emergency, which is subject to the sole discretion of the Public Works Director, a request for winter vacation must be submitted in writing to the Public Works Director or his/her designee a minimum of 30 days prior to the commencement of the "Winter Vacation Period" as described above, for the year in which a winter vacation is requested.

If a winter day has no one scheduled to be on a vacation, an employee can request a no-call(s) winter vacation day. The employee submitting the request cannot already be scheduled for a no-call vacation day(s). The special request for a no-call winter day cannot be submitted prior to November 1 and must be submitted 30 days in advance of the day requested by the employee. Requests for an exception to this 30 day requirement may be submitted to the Director, the granting of which is subject to sole discretion of the Director.

2. A maximum of 1 person per day shall be allowed by the Department to take time off, including vacation leave, during the months of November, December, January, February and March unless otherwise authorized in advance by the Public Works Director. Additional employees may be allowed to take vacations provided the employee(s) certify in writing that they will make themselves available for emergency assignments, including snow and ice operations, which include weekends, overtime and regular work shift hours. Failure to report promptly for duty, when an attempt to contact the employee was made and the employee submitted such certification, may constitute grounds for discipline up to and including termination.

3. An employee may request and be granted single vacation days during the "Winter Vacation Period" provided that the employee gives at least 2 days' notice to the Director or his/her designee and the employee(s) certify in writing that they will make themselves available for emergency assignments, including snow and ice operations, which include weekends, overtime and regular work hours. Failure to report promptly for duty, when an attempt to contact the employee was made and the employee submitted such certification, may constitute grounds

for discipline up to and including termination. As always, the needs of the Department shall be considered and prioritized prior to the granting of single vacations days.

4. Approval of vacation requests is at the sole discretion of the Director or his/her designee.

5. Approved no-call winter vacation requests shall not be changed or retracted, except upon request of the employee for extraordinary circumstances and as approved by the Director. A retraction of a no-call vacation does not entitle the employee to select an alternate no-call winter vacation, unless authorized by the Director.

## 5.5 SICK LEAVE

### 5.5.1 Accrual of Sick Leave

Each eligible employee shall accrue one (1) day of sick leave at the end of each calendar month; accrual for the first and last months of an individual's employment shall be pro-rated on a calendar day basis to the date of hire or separation, as appropriate. At its sole discretion, the Town may convert to a system where 1/365th of the annual sick leave is accrued per day. The Town may adopt rules for periodically making minor adjustments to leave accruals or balances to account for rounding throughout the year.

There is no maximum on the amount of sick leave that may be accumulated.

### 5.5.2 Availability of Sick Leave Accrual

Sick leave is available for use as accrued. No sick leave shall be granted to an employee in advance of his/her accrual of such leave.

### 5.5.3 Approval and Use of Sick Leave

a. Sick leave is generally granted to employees for protection against loss of pay due to their own personal illness or injury and to attend medical appointments with health care professionals.

b. Up to five (5) sick days (or the equivalent number of hours) per fiscal year may be used by an employee when his/her personal attendance is necessary during an immediate family member's illness or recovery from injury, or to attend a dependent's medical appointments with health care professionals. For the purposes of this type of sick leave use, immediate family member shall be defined as an employee's spouse, parent, or child (by birth or adoption) whether or not these individuals reside with the employee, and any other individual of dependent relationship residing with the employee. Use of more than (5) days of an employee's accumulated sick leave for the purpose of caring for a family member may be approved by the Town Manager in the event of serious, long-term illness or injury.

c. When an employee uses sick leave for a family member/dependent as described above, he/she must identify the leave as "family sick leave" at the time it is taken so it can be counted and recorded accurately.

d. Whenever possible, sick leave for scheduled appointments should be requested in writing to the Superintendent at least two (2) business days in advance; but requests submitted at any time may be approved at the discretion of the approval authority.

e. Prior to approving payment for sick leave, the Director may, at his/her discretion, require medical certification or other documentation acceptable to the Director of any illness or injury due to which an employee is absent. In addition, the Director, at his/her discretion, may verify an employee's absence from work for sick leave purposes by means other than medical certification.

The Director may also require medical certification prior to an employee's return to work after an illness or injury to ensure that the employee is physically capable of performing his/her duties.

f. Any employee who uses sick leave for purposes other than those described above may be subject to disciplinary action. Furthermore, long-term or frequent use of sick leave which is unexcused by a physician may be considered in evaluating performance and may subject an employee to disciplinary action.

#### 5.5.4 Dispensation of Sick Leave Upon End of Employment

a. Unused sick leave shall not be paid off when an individual's employment with the Town ends, except as provided below.

b. When a regular-status employee who was hired into a regular-status position prior to July 1, 1992 retires from the Town immediately upon the end of his/her employment, he/she shall be paid for 50% of the accumulated sick leave balance he/she holds at the date of retirement, up to a maximum of 62 days of pay (i.e., 50% of 124 days of accumulated sick leave). Employees hired or rehired on or after July 1, 1992, shall not be eligible for sick leave payoff upon retirement. Furthermore, if an individual transfers to a bargaining unit position after employment in a Town position that was not eligible for sick leave payoff, he/she shall not receive this benefit regardless of his/her hire date with the Town.

c. In the event a regular-status employee dies while actively employed by the Town, his/her Estate shall be paid 50% of his/her accumulated sick leave at the date of his/her death, up to a maximum of 62 days of pay (i.e., 50% of 124 days of accumulated sick leave).

d. "Retirement" as used in this section shall mean when an individual begins to collect a pension from the Concord Contributory Retirement System. An employee is not eligible for payment of accumulated sick leave if he/she, upon the end of his/her employment with the Town, does not begin retirement immediately after receipt of final wages.

## 5.6 PERSONAL LEAVE

### 5.6.1 Accrual of Personal Leave

Each eligible employee shall earn one (1) day of paid personal leave on the following dates each year:

- July 1
- November 1
- March 1

New employees shall be granted one day upon hire provided he/she begins work at least 60 calendar days prior to the date the next personal day is to be earned.

### 5.6.2 Maximum Personal Leave Accrual

Accumulation of personal leave hours is limited to a maximum of three (3) days at any point throughout any given year. This means that no leave will accrue beyond the maximum. For example, if an employee has 2 days of unused personal leave accumulated as of November 1, he/she will earn an additional day on that date. However, if he/she has 2.5 days of unused personal leave accumulated as of November 1, he/she will only earn 0.5 of a day on that date because the accumulated leave balance cannot exceed 3 days. Then the employee must use at least 1 day of personal leave before March 1 in order to earn another full day on March 1, and he/she must have no more than 2 days accumulated as of July 1 in order to earn another full day on that date.

### 5.6.3 Availability of Personal Leave Accrual

Personal leave may be used as of the date earned. No personal leave shall be granted to an employee in advance of his/her accrual of such leave.

### 5.6.4 Approval and Use of Personal Leave

Personal leave may be used by the employee for any personal reason. The scheduling of personal leave, however, must be approved by the Superintendent or his/her designee. Whenever possible, personal leave for scheduled events should be requested in writing to the Superintendent at least two (2) business days in advance; but requests submitted at any time may be approved at the discretion of the approval authority.

### 5.6.5 Forfeiture of Personal Leave Upon End of Employment

Unused personal leave is not subject to payment to an employee upon the end of his/her employment.

## 5.7 BEREAVEMENT LEAVE

5.7.1 Up to three (3) days of paid leave shall be granted by the Director to an eligible employee when such leave is needed due to the death of the employee's spouse, parent, parent-in-law, grandparent, sibling, child (including adopted children, stepchildren, foster

children or legal wards), grandchild, or member of the immediate household with whom the employee has financial and emotional interdependence.

5.7.2 Upon the Director's request, the Town Manager may, in his or her sole discretion, grant one (1) additional day of paid bereavement leave to an employee. Such approval shall be based on merits of the specific instance and any decision under this section shall in no way establish precedent for future decisions.

5.7.3 For the purposes of bereavement leave, one day shall be equal to one calendar day on which the employee is regularly scheduled to work, regardless of the number of hours scheduled.

## 5.8 MILITARY LEAVE

The Town shall comply with all applicable federal and state regulations that provide paid and/or unpaid military leave, including M.G.L. Chapter 33, Section 59, which has been adopted by the Town. An employee may elect to voluntarily use any of his/her accrued paid leave to cover periods of military leave that would otherwise be unpaid by the Town.

An employee who requires leave to meet his/her military commitments must notify the Director in writing of the need for such leave as soon as practicable.

## 5.9 JURY DUTY

5.9.1 All full-time and regular part-time employees who miss regularly scheduled work due to Massachusetts Jury Duty will receive their regular pay from the Town for the first three (3) days of jury duty.

5.9.2 An employee who is called for jury duty on a regularly scheduled work day must advise the Highway & Grounds Superintendent within one week of receiving notice from the Court. The employee will be released from work in order to serve on jury duty; however, if he/she is released from jury duty in any given day with sufficient time to report to work and perform at least two (2) hours of his/her remaining scheduled hours, he/she must do so, subject to jury duty regulations.

5.9.3 An employee will not be required to work past midnight prior to reporting for jury duty on any given day, nor will he/she be required to work on his/her last day of juror service if released by the Court after 4:00 p.m.

5.9.4 An employee who has performed juror service will be compensated in accordance with M.G.L. Chapter 234A, Section 48, and any regulations issued in accordance with Section 47, provided he/she presents to the Town a certificate issued by the Court verifying the date(s) served.

## 5.10 FAMILY AND MEDICAL LEAVE

The Town will comply with the requirements of the Federal Family and Medical Leave Act of 1993 (FMLA), as may be amended, which allows FMLA-eligible employees up to twelve

(12) weeks of leave time each year for specific reasons stated in the Act and up to 26 workweeks during a single 12-month period for military caregiver leave as described in the Act. FMLA (Family and Medical Leave Act) leave is unpaid leave; the Town may require any employee taking FMLA leave to also use available paid leave.

To be eligible for FMLA leave, an employee must have been employed by the Town at least 12 months and provided at least 1,250 hours of service to the Town during the previous 12-month period.

#### 5.11 SMALL NECESSITIES LEAVE

The Town will comply with the requirements of the Massachusetts Small Necessities Leave Act (SNLA), M.G.L. c. 149, s.52D, as may be amended, which allows SNLA-eligible employees up to a total of 24 hours of leave during any 12-month period for the following purposes:

1. to participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent-teacher conferences or interviewing for a new school;
2. to accompany the son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations;
3. to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for professional services related to the elder's care, such as interviewing at nursing or group homes.

SNLA leave is unpaid leave. The Town may require employees to substitute accrued paid leave for any leave provided under the SNLA.

To be eligible for SNLA leave, the employee must have been employed by the Town for at least 12 months and provided at least 1,250 hours of service to the Town during the previous 12-month period.

#### 5.12 PARENTAL LEAVE

The Town will comply with the requirements of the Massachusetts Parental Leave Act M.G.L. c. 149, s.105D, as may be amended, which entitles individuals who have been employed as a full-time employee with the Town for at least three (3) consecutive months to eight (8) weeks of parental leave for purposes related to birth or adoption as specified in the law; provided, however, any two (2) employees of the Town shall only be entitled to 8 weeks of parental leave in aggregate for the birth or adoption of the same child.

Parental leave is unpaid leave. An employee shall only be eligible for pay if he/she is eligible to use accrued benefits such as vacation, personal, or sick leave. An employee shall not be required to use available paid leave during parental leave.

### 5.13 UNPAID LEAVES OF ABSENCE

Unpaid leave for a purpose which is not guaranteed to an employee by law may be granted at the sole discretion of the Town Manager. Requests for such leaves must be submitted in writing as far in advance as possible.

### 5.14 EFFECTS OF UNPAID LEAVES OF ABSENCE

#### 5.14.1 Leave Accruals

Unpaid leaves of absence of twenty (20) days, as defined in Section 5.2.1, or less shall not affect an employee's leave accruals. However, after the twentieth day of an unpaid leave of absence, the employee will not accrue additional vacation, sick, or personal leave. In cases of intermittent unpaid leave, the 20 days shall be counted on an accumulated hourly basis.

#### 5.14.2 Service Credit

Unpaid leaves of absence of twenty (20) days, as defined in Section 5.2.1, or less shall not affect an employee's service credit for purposes of longevity pay, vacation accrual, performance evaluations, performance increases, and other service-related provisions of this Agreement. However, no service credit shall be earned by an employee after the twentieth day of an unpaid leave of absence. Therefore, an employee's anniversary date will be postponed by the number of days beyond twenty that the employee is on an unpaid leave of absence. In cases of intermittent unpaid leave, the twenty days shall be counted on an accumulated hourly basis.

#### 5.14.3 Holiday Pay

No holiday pay shall be granted to an employee who is on an unpaid leave of absence on the last working day before the holiday or the first working day after the holiday. When an employee uses intermittent unpaid leave such that his/her daily hours are reduced, he/she may receive holiday pay based on an average of the number of hours worked on the work day before and after the holiday.

### 5.15 COMPENSATORY TIME

Compensatory time off will no longer be provided as of the date of ratification of this Agreement. Employees will have up to one year after the date the Town ratifies this Agreement to schedule any accumulated but unused compensatory time.

## **ARTICLE 6** **WORKERS' COMPENSATION LEAVE**

### 6.1 REPORT OF WORK-RELATED INJURY

An employee injured while performing his/her official duties on behalf of the Town shall promptly file a report of injury to his/her supervisor, using report forms provided by the Town.

## 6.2 PAID LEAVE OF DUTY FOR MEDICAL ATTENTION

When an employee requires medical attention due to a work-related injury that occurred that day, he/she will be relieved from duty without loss of pay for the portion of his/her shift during which medical treatment is being sought and, if the employee is unable to return to work that day, for the remainder of his/her shift. The employee is required to return to work if able to do so after medical attention is received. Any additional absences from duty due to the injury will be compensated only to the extent provided by the workers' compensation laws and may be supplemented with available vacation and sick leave in accordance with law.

## 6.3 USE OF PAID LEAVE TO SUPPLEMENT WORKERS' COMPENSATION PAYMENTS

For any period during which an employee is absent from work due to a work-related injury or illness, he/she may use first any accumulated sick and then any other accrued leave time to supplement the difference between any workers' compensation payments and the employee's regular straight time rate of pay. As soon as possible, an injured/ill employee must advise Human Resources of his/her desire to supplement workers' compensation payments with paid leave and whether he/she wishes to reserve a certain amount of leave for future use. For any period during which paid leave is not used to supplement workers' compensation payments, the unpaid leave provisions of this Agreement apply.

## 6.4 DESIGNATION OF FMLA FOR WORKERS' COMPENSATION LEAVE

Leave associated with a work-related injury or illness will be designated as Family and Medical Leave Act (FMLA) leave if the employee is eligible for such leave under the law.

## **ARTICLE 7** **TIME OFF FOR UNION BUSINESS**

7.1 The steward, alternate steward, and union negotiating committee members shall conduct union business during times they are not working and during times for which they will not be paid by the Town except when they use approved vacation or personal leave. The Town and Union will make a good faith effort to schedule negotiations and grievance meetings such that the steward, alternate steward and/or negotiating committee members can attend during their non-working hours without expense to the Town.

7.2 On any given occasion and without creating a practice, if the Director determines it is in the best interest of the Town, he/she may grant the steward or alternate leave from duty without loss of pay to attend Step 1 or Step 2 grievance meetings or discuss workplace issues with management.

7.3 On any given occasion and without creating a practice, if the Town Manager determines it is in the best interest of the Town, he/she may grant leave from duty without loss of pay to the steward or alternate to attend Step 3 or higher grievance meetings or to a union negotiating committee member to attend a bargaining session with the Town.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

**8.1 NEW & REHIRED EMPLOYEES**

8.1.1 Each new or rehired employee will be required to complete a probationary period during which time it is expressly understood and agreed that the Town shall have the unqualified right to terminate the employment of such employee; provided, however, temporary employees who are appointed to vacant positions and have served one year or more in such position, will not be subject to a probationary period. Such termination shall not be subject to any grievance, arbitration, or any other procedure of this Agreement. The probationary period for each employee shall be the first six (6) months of service in a position.

8.1.2 Subject to a notice to the Union about the extension of a probationary period, the probationary period may be extended at the sole discretion of the Town Manager, but shall not exceed an additional six (6) months in any circumstance.

8.1.3 This clause shall not apply to an employee returning from layoff provided he/she had completed a probationary period prior to layoff, and is rehired within one (1) year to the same position from which he/she was relieved.

**8.2 EMPLOYEES APPOINTED TO A NEW POSITION**

8.2.1 Each current employee who is appointed to a new position will be on probation for the first six (6) months of service in that new position. If an employee who has been appointed to a new position does not, in the opinion of the Town Manager, demonstrate satisfactory performance in the probationary period, the Town shall have the unqualified right to return that employee to his/her previous position and rate of pay, or to another position of equivalent pay to his/her previous position, at any time during the probationary period without recourse to any grievance, arbitration, or any other procedure of this Agreement.

8.2.2 Reserved.

8.2.3 If an employee is demoted during his/her probationary period in the new position, the Town may also discipline the employee in the position to which he/she is demoted for the incident(s) that occurred in the new position (before the demotion) if there is just cause to do so, subject to grievance arbitrations provisions for discipline other than the demotion.

8.2.4 The probationary period in the new position may be extended at the sole discretion of the Town Manager, but shall not exceed an additional six (6) months in any circumstance, subject to a notice to the Union about the extension of the probationary period.

**ARTICLE 9**  
**LAYOFF & RECALL**

9.1 NOTICE OF LAYOFF

When the Town intends to layoff an employee or employees, the employee and the Union shall be given written notice at least two (2) weeks in advance of the effective date, except in situations requiring unforeseeable and immediate action. In lieu of notice, the Town may opt to provide the employee(s) with two (2) weeks of pay.

9.2 RECALL

If the Town reinstates a position from which an employee was laid off within the past one (1) year of the employee's layoff date, that former employee will be offered re-employment to the position. The offer of re-employment shall be sufficient if made by certified letter addressed to the laid off employee at his or her last known address as shown by the records of the Town Human Resources Department. Any such laid off employee must respond to the offer within one (1) week (i.e., seven (7) calendar days) of the date the letter and be available for re-employment within three (3) weeks (i.e., twenty-one (21) calendar days) after the date of the letter; otherwise the laid off employee shall be deemed to have refused re-employment and the Town's obligation under this Article is satisfied.

There shall be no obligation to offer re-employment to any employee who has been laid off more than one (1) year or who has refused re-employment on one (1) occasion, whichever occurs sooner.

**ARTICLE 10**  
**DISCIPLINE & DISCHARGE**

10.1 Employees will conduct themselves professionally and perform their duties competently and in accordance with the highest ethical standards, and shall interact with the public, management, and co-workers with honesty, respect and helpfulness. Employees will comply with the law, Town policies and procedures, and instructions and guidance communicated verbally or in writing by management and supervisors.

10.2 The Town may apply discipline to employees, which may include but is not limited to: verbal warnings, written warnings, suspensions, disciplinary demotion and termination. Counseling of employees and performance evaluation documents shall not be considered discipline.

10.3 Upon the employee's successful completion of his/her initial probationary period, a bargaining unit member shall not be suspended or discharged, or be issued a written warning or disciplinary demotion, without just cause by the Town.

10.4 It is the Town's policy, and the law, not to remove any disciplinary documents from an employee's official personnel file.

**ARTICLE 11**  
**CONDITIONS OF EMPLOYMENT**

**11.1 EMPLOYEE USE OF & ACCESS TO TOWN PROPERTY WHEN NOT WORKING**

11.1.1 When off duty, employees may enter the premises during business hours of the Department Office to retrieve personal items, obtain/review Union or other information regarding workplace rights and benefits, and attend social events or Union meetings, provided they do not distract other employees from performing their work or otherwise disturb operations. Furthermore, employees may utilize the break rooms up to one hour before and after their individual shift. Otherwise, they may not enter non-public areas of the Department unless authorized by the Director.

11.1.2 Except to the extent granted to members of the public, no employee shall use Town equipment or resources for his/her personal use or for another entity without express permission from the Director and in accordance with applicable laws.

**11.2 PROHIBITION ON UNION ACTIVITIES DURING WORK HOURS**

No employee may engage in union activities during work time. Employees may use accrued paid or unpaid leave to attend union meetings during work hours, subject to the provisions for using such leave.

**11.3 OUTSIDE EMPLOYMENT**

The parties will cooperate in adhering to the principle that outside employment and independent business ownership will not interfere with the performance of regular duties. Such outside employment and/or business operation shall not result in a conflict of interest, compromise ethics, bring disrepute to the Town or adversely impact the employee's performance of his/her duties.

Employees are prohibited from promoting, conducting, and engaging in business discussions related to a private business while on Town time or property. Furthermore, Town equipment may not be used for conducting private business.

**11.4 PRODUCTIVITY**

Employees are expected to remain productive during their work time, and shall contact a supervisor whenever he/she has a period of idle time. If a supervisor is not immediately available, employees will perform duties such as cleaning, organizing, or maintaining work areas, equipment, and vehicles, or practicing/studying safety techniques until he/she receives a new assignment.

**11.5 RESERVED**

## 11.6 MEDICAL CERTIFICATIONS & EXAMINATIONS

An employee who has a muscular-skeletal injury or discomfort must be evaluated by a physician and provide the Town with medical certification of his/her fitness for duty. If the employee has been absent from work due to such a condition, he/she may not return to duty until such certification is provided; sick leave or unpaid leave will be charged as appropriate.

Should the Director or his/her designee have a legitimate reason to believe that an employee is not physically or mentally able to perform his or her assigned duties and responsibilities, the Town may require either that the employee provide fitness for duty certification from his/her physician, or that the employee be examined, at the Town's expense, by a physician selected by the Town to assess the employee's fitness for duty.

## 11.7 DRUGS & ALCOHOL

(a) It is the policy of the Town that a drug and alcohol free work place must be maintained at all times due to the safety-sensitive nature of Public Works operations and this requirement justifies the use of a reasonable employee drug and alcohol testing program.

(b) The Town will maintain a policy related to Federal requirements for drug and alcohol testing of employees who operate equipment requiring a Commercial Driver's License. In addition, all employees are subject to the provisions of this Article.

(c) The drug and alcohol policy is available on the Town's website.

### 11.7.1 Prohibited Conduct

The unlawful, as prescribed by Federal law, manufacture, distribution, dispensation, possession, or use of controlled substances by employees is prohibited. Any use of alcohol or marijuana by employees is also prohibited while on duty, while on Town property, or when using Town vehicles. All employees are expected and required to report to work in appropriate physical and mental condition to perform their assigned duties, which includes not being under the influence of an unauthorized substance, illegally-used drug, alcohol, marijuana, or any other substance that may impair the ability to safely perform the essential functions of the position.

### 11.7.2 Reason for Testing

Employees will be required to take a drug/alcohol test as a condition of continued employment whenever a supervisor or manager of the Town has reasonable suspicion that the employee is or has been using drugs or alcohol. "Reasonable Suspicion" is something more than a hunch, but less than probable cause. It means a reasonable individualized suspicion, which is articulable, that the employee has violated this policy.

In addition, all employees will be subject to post-accident, return to duty, and follow-up testing, and all CDL holders will be subject to random drug testing.

If the results of any reasonable suspicion or post-accident test is positive (i.e., demonstrates use of prohibited substances), the employee who has tested positive will be

required to pay for or reimburse the Town for the cost of that test as well as any return to duty and follow-up testing done due to that result.

#### 11.7.3 Consequences of Policy Violation

Any violations of this policy will be grounds for disciplinary action, up to and including immediate suspension, dismissal and/or requiring the employee to participate satisfactorily in an approved substance abuse rehabilitation program.

#### 11.8 TOOL ALLOWANCE

Mechanics shall use their own hand tools in the performance of work for the Town and shall be reimbursed up to \$500 per fiscal year by the Town for replacing, maintaining and updating tools in kind and quality where such tools are either broken, worn or stolen, without negligence of the employee.

### **ARTICLE 12** **LICENSES & CERTIFICATIONS**

12.1 Employees are responsible for obtaining and maintaining all licenses that are required to perform the duties of their position as a condition of employment. Except as provided in Section 3.10, such licenses shall be obtained and maintained at the employee's own expense. Time spent outside of work by an employee attending training or studying to obtain any licenses shall not be considered time worked and, therefore, the employee shall not be paid for such time, unless he/she uses accrued personal or vacation leave for this purpose. Employees shall provide evidence of certification on an annual basis.

12.2 If the duties assigned to an employee require him/her to hold a specific license as a condition of employment, the Town will provide the individual with 12 months to obtain the license. The first attempt to obtain a new license must be made within 6 months of when it became required, or as soon as state scheduling allows, whichever is later. If a license is not obtained within 12 months of when it became required, the Town may, at the sole discretion of the Town Manager, terminate the individual's employment or place him/her in a lower paying position. Employees who have been members of the Department for twenty or more years will have two years to obtain new licenses required by the Commonwealth.

12.3 Employees shall be responsible for managing the status of his/her license(s).

### **ARTICLE 13** **CLOTHING, GEAR & EQUIPMENT**

13.1 The Director may establish and change requirements related to uniforms, specific clothing, footwear, and gear to be worn by employees in the course of performing their duties. All employees shall comply with the requirements set forth by the Director.

13.2 Employees shall not wear or utilize clothing, footwear, gear, or equipment provided by, paid for, or owned by the Town while performing non-work related activities.

13.3 Each employee shall carry any Town-issued identification and keys/access devices, as well as any licenses required to perform their duties, at all times while on duty.

13.4 The Town agrees to continue to furnish, at its expense, uniform/clothing and cleaning service of work clothes those clothes supplied by the uniformed service to members of this bargaining unit. In addition, an annual boot allowance of \$300 will be paid to each member of the bargaining unit. The annual jeans allowance will be \$150 for those who select that option. Employees shall wear such clothing and boots at work.

13.5 In the Town's exercise of dress, grooming and personal hygiene standards, the standards shall be appropriate to the work environment and duties of each position.

#### **ARTICLE 14** **LIGHT/MODIFIED DUTY**

14.1.1 In the event an employee experiences an illness or injury (on-the-job or otherwise) that prevents him/her from performing all of the essential functions of his/her position, the Town, in its sole discretion, may require or allow an employee to perform light/modified duty assignments if a physician determines that the employee is capable of performing limited duties. Accordingly, an employee may be required to submit to the Town a Fitness for Duty or similar report completed by a physician such that the Town can assess whether any viable work can be performed. Furthermore, the Town may, at its own expense, require an employee to be examined by a Town-appointed physician so his/her ability to perform available duties may be assessed.

14.1.2 The Director may make light/modified duty assignments that are for 5 or less days. Town Manager approval is required for light/modified duty assignments beyond 5 days. Assignments to light/modified duty may be changed or terminated at the discretion of the Town. All such assignments are not considered permanent in nature and shall continue at the Town Manager's sole discretion.

14.1.3 Light/modified duty assignments may include any tasks associated with the operation of the Department. Such assignments may also be made on a reduced, part-time schedule.

14.1.4 If an employee assigned to light/modified duty fails to report to work, he/she may be disciplined by the Director as any other employee would be for failing to report to work.

14.1.5 While on light/modified duty assignment, the Town may require reassessment of the employee's fitness for duty from time to time as appropriate in light of previous medical assessments.

#### **ARTICLE 15** **RESIGNATION OF/ RETIREMENT FROM EMPLOYMENT**

15.1 If an employee intends to separate employment he/she is expected to provide at least 2 weeks' notice of his/her last day of work (if the employee plans on filing for retirement

upon separation, it is recommended that he/she provide notice and consult with Human Resources at least 60 days prior to the date of separation to plan for transition of benefits).

15.2 Except in the case of a documented illness, injury, or other uncontrollable circumstances communicated to the Director as soon as practicable, the employee is expected to work all of his/her shifts, without use of leave time, during the last two weeks of employment. The last day on which an employee is actively on duty shall be considered his/her last day of employment. Any accrued leave that is payable after that date shall not count as service for the purposes of employment and related benefits, but may count as service for the purposes of retirement calculations in accordance with the rules of the Concord Retirement Board.

## **ARTICLE 16**

### **RESPONSIBILITIES OF SUPERVISORY EMPLOYEES<sup>2</sup>**

#### **16.1 SUPERVISORY FUNCTIONS**

The Union acknowledges that some members of the bargaining unit perform supervisory duties, which includes assisting with the supervision of any functional area of the Department, and performing certain functions of a Public Works Supervisor in his/her absence when assigned. Such employees are accountable to the Town in their performance of such supervisory duties.<sup>3</sup> Those employees who have been assigned supervisory responsibilities shall comply with and implement the provisions of collective bargaining agreements, laws, regulations, and policies. Supervisors will advise the Director and the Superintendent on and manage the performance of employees that they directly or indirectly supervise.

Employees exercising supervisory duties shall report all operational and employee issues to the Director or Superintendent.

#### **16.2 RESERVED.**

#### **16.3 AUTHORITY FOR CONTRACT INTERPRETATION AND APPLICATION**

Supervisors may only apply the provisions of a collective bargaining agreement and/or policy as specifically described in such document(s). When employment and operational matters are not specifically addressed in an agreement or policy, or are otherwise subject to interpretation, supervisors shall consult with the Director and act in accordance with his/her directions.

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<sup>2</sup> Without prejudice to the Town's rights relative to supervisory employees.

<sup>3</sup> Currently the supervisory employees are the classifications of crew leader, cemetery supervisor and fleet supervisor.

**ARTICLE 17**  
**GRIEVANCE & ARBITRATION PROCEDURE**

**17.1 PURPOSE & SCOPE OF GRIEVANCE PROCEDURE**

It is the intent of the Town and the Union to maintain harmonious relations by resolving disputes with all reasonable dispatch. The purpose of the Grievance Procedure article is to secure, at the lowest level possible, resolutions to grievances brought forward pursuant to the process. The Town and the Union desire that the procedures shall be as informal as may be appropriate for the grievance involved and at the level involved.

For purposes of the article, a "grievance" shall be defined as a dispute arising as a result of the application or interpretation of one or more express terms of this Agreement. This procedure does not apply to counselings and verbal reprimands, whether documented or not, nor to performance evaluation documents or ratings unless the rating affects pay, in which case it may only be grieved through Step 3 (Town Manager).

**17.2 GENERAL PROVISIONS & LIMITATIONS**

17.2.1 Grievances, responses, and other written communications outlined in this procedure may be submitted in hard copy or via email.

17.2.2 Any step may be waived by mutual written agreement by the parties.

17.2.3 The Union and employees are expected to cooperate and participate in any meetings the Town may call while investigating or attempting to resolve a grievance. An employee may have a union steward from his/her bargaining unit, or an authorized Teamsters representative, present at and participating in any and all stages of the grievance process. Except at Step 4, attorneys are not permitted to attend grievance meetings unless mutually agreed to in advance by the parties. At Step 4, the employee may be represented by counsel, and may call witnesses and introduce evidence in support of his/her grievance.

17.2.4 Time limits specified in this procedure may be extended at any step in any particular case by mutual written consent of the parties involved with that step of the grievance. In the event a relevant individual is absent from the workplace during a period when he/she is expected to take action relative to the grievance, it is expected that the parties will agree to extend the time limits by a reasonable amount of time corresponding to the absence. If the last calendar day of any grievance procedure time period falls on a weekend or holiday, the time period shall expire on the next regular business day.

17.2.5 Failure of the Union to file a grievance within the required time periods specified for any level of this procedure or to otherwise follow the procedures contained herein shall constitute an abandonment of the grievance and the grievance will be deemed resolved and not thereafter subject to further steps of the dispute resolution process. Failure of the Town to act within the required time periods shall be deemed an automatic denial of the grievance; the Union may then advance the grievance to the next step within the specified time period.

## 17.3 GRIEVANCE AND ARBITRATION PROCESS

Prior to the official filing of a grievance, the Union will make every effort to resolve the matter in a discussion with the appropriate supervisor. If this fails and the Union elects to pursue a grievance, the following steps shall be followed:

### **Step 1 – Highway & Grounds Superintendent**

Within ten (10) calendar days after the event or action on which the grievance is based, the Union shall submit the grievance in writing to the Superintendent. The written grievance shall include the facts on which the grievance is based, specify the specific section of this Agreement under which the grievance arises as well as the specific provisions of the Agreement that allegedly have been violated, explain the basis of the issue, and provide the specific resolution sought.

The Superintendent has fourteen (14) calendar days from the date he/she received the grievance to attempt to resolve the matter and provide the Union with a written response.

### **Step 2 – Public Works Director**

If the employee or the Union is not satisfied with the Superintendent's response, the grievance may be brought forward to the Director. Such grievance must be submitted in writing to the Director within ten (10) calendar days after issuance of the Division's response or, if no response was provided, the date on which it was due. The submittal to the Director must include the original grievance, a copy of the Superintendent's response, and a statement as to the issues which remain unresolved.

The Director has fourteen (14) calendar days from the date he/she received the grievance to attempt to resolve the matter and provide the Union with a written response.

### **Step 3 – Town Manager**

If the employee or the Union is not satisfied with the Director's response, the grievance may be brought forward to the Town Manager. Such grievance must be submitted in writing to the Town Manager within ten (10) calendar days after issuance of the Director's response or, if no response was provided, the date on which it was due. The submittal to the Town Manager must include all materials submitted to the Director, a copy of the Director's response, and a statement as to the issues which remain unresolved.

The Town Manager may appoint a designee to review the grievance. Any such designee shall not be a supervisor or manager from the Public Works Department.

The Town Manager (or his/her designee) has twenty-one (21) calendar days from the date he/she receives the grievance to attempt to resolve the matter and provide the Union with a written response.

#### **Step 4 –Arbitration**

a. If not otherwise excluded from arbitration, and if the grievance is not satisfactorily resolved at Step 3, the Union or the Town may move the grievance to arbitration, within twenty-one (21) calendar days of receiving the answer in Step 3, by submitting a letter to the other party by email or hand delivery stating the intention to arbitrate.

b. Grievance arbitration matters that arose prior to the implementation date of this Agreement cannot be arbitrated.

c. After giving notice of intent to arbitrate, and prior to filing for arbitration with the Department of Labor Relations (DLR), the parties will attempt to mutually agree on the selection an arbitrator. If no agreement on an arbitrator is reached within twenty-one (21) calendar days of the date of the intent to arbitrate, the arbitrator will be selected through the DLR.

d. The Arbitrator shall be selected through the DLR in accordance with its procedures.

e. The authority of the arbitrator shall be limited to the interpretation of this Agreement. The arbitrator shall have no right to add to, or subtract from, or modify this Agreement, and shall only interpret such items and determine such issues as may be submitted to him/her by the parties.

f. Money awards resulting from a decision of the arbitrator shall in no case be retroactive prior to the date of the occurrence of the grievance.

g. The Arbitrator shall have no authority to award interest on any award.

h. The Arbitrator shall have no authority to award punitive damages under any circumstances.

i. Any expense in connection with any grievance with reference to the arbitrator shall be borne equally between the Town and the Union.

j. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

k. Grievances may be settled without precedent at any stage of this procedure until the issuance of a final award by the arbitrator.

l. The arbitrator shall not apply a burden of proof above the preponderance of evidence test or standard.

m. The arbitrator shall not render any decision contrary to state or federal law.

n. The decision of the arbitrator shall be final and binding on the Town and the Union and the employee(s).

**ARTICLE 18**  
**DURATION OF AGREEMENT**

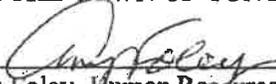
18.1 This Agreement shall remain in full force and effect from July 1, 2017 except as otherwise provided for, until midnight, June 30, 2020, and shall then terminate unless extended by mutual consent of the parties. If either party wishes to negotiate a successor Agreement, an authorized representative must so notify the other party in writing not less than ninety (90) days prior to the date of expiration.

18.2 Except for the wage schedules and the performance wage increase appendix all other provisions of this Agreement shall become effective July 1, 2019.

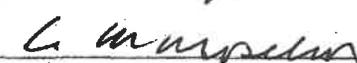
IN WITNESS THEREOF, this Agreement has been executed by:

FOR THE TOWN OF CONCORD:

FOR TEAMSTERS LOCAL 25:

  
\_\_\_\_\_  
Amy Foley, Human Resources Director

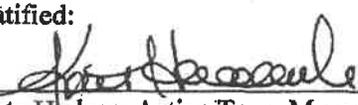
  
\_\_\_\_\_  
Joan Corey, Business Agent

  
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D. M. Moschos, Esq.  
Attorney for the Town

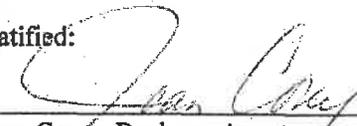
6-21-19  
\_\_\_\_\_  
Date

6/21/19  
\_\_\_\_\_  
Date

Ratified:

  
\_\_\_\_\_  
Kate Hodges, Acting Town Manager

Ratified:

  
\_\_\_\_\_  
Joan Corey, Business Agent

06/29/19  
\_\_\_\_\_  
Date

6-24-19  
\_\_\_\_\_  
Date

Concord Highway and Grounds Unit  
**APPENDIX A. SALARY SCHEDULE**  
 Base Rates Effective 7/1/2017 (2.5%\*)

Grade Number & Class Title		Minimum	Mid-Point	Maximum
<b>HG-1</b> Building Custodian	Hourly	16.33	19.74	23.15
<b>HG-2</b> Building Maintenance Custodian Laborer/Truck Driver	Hourly	18.45	22.30	26.15
<b>HG-3</b> Cemetery Specialist Equipment Operator Park & Tree Specialist	Hourly	20.30	24.54	28.78
<b>HG-4</b> Master Mechanic Park & Tree Specialist (Aerial) Senior Park & Tree Specialist	Hourly	22.71	27.48	32.24
<b>HG-5</b> Cemetery Supervisor Crew Leader	Hourly	25.15	30.41	35.67
<b>HG-6</b> Fleet Supervisor	Hourly	28.25	34.16	40.08

1. Salary schedule is subject to the no retroactivity law.
2. Wage calculations are subject to verification by the Town and the Union.

\*Employees base wage rates also increase by this percentage as of July 1, 2017.

Concord Highway and Grounds Unit  
**APPENDIX A. SALARY SCHEDULE**  
 Base Rates Effective 7/1/2018 (2.5%\*)

Grade Number. & Class Title		Minimum	Mid-Point	Maximum
<b>HG-1</b> Building Custodian	Hourly	16.74	20.23	23.73
<b>HG-2</b> Building Maintenance Custodian Laborer/Truck Driver	Hourly	18.91	22.86	26.80
<b>HG-3</b> Cemetery Specialist Equipment Operator Park & Tree Specialist	Hourly	20.81	25.15	29.50
<b>HG-4</b> Master Mechanic Park & Tree Specialist (Aerial) Senior Park & Tree Specialist	Hourly	23.28	28.17	33.05
<b>HG-5</b> Cemetery Supervisor Crew Leader	Hourly	25.78	31.17	36.56
<b>HG-6</b> Fleet Supervisor	Hourly	28.96	35.01	41.08

1. Wage calculations are subject to verification by the Town and the Union.

\*Employees base wage rates also increase by this percentage as of July 1, 2018.

Concord Highway and Grounds Unit  
**APPENDIX A. SALARY SCHEDULE**  
 Base Rates Effective 7/1/2019 (2.5%\*)

Grade Number & Class Title		Minimum	Mid-Point	Maximum
<b>HG-1</b> Building Custodian	Hourly	17.16	20.74	24.32
<b>HG-2</b> Building Maintenance Custodian Laborer/Truck Driver	Hourly	19.38	23.43	27.47
<b>HG-3</b> Cemetery Specialist Equipment Operator Park & Tree Specialist	Hourly	21.33	25.79	30.24
<b>HG-4</b> Master Mechanic Park & Tree Specialist (Aerial) Senior Park & Tree Specialist	Hourly	23.86	28.87	33.88
<b>HG-5</b> Cemetery Supervisor Crew Leader	Hourly	26.42	31.95	37.47
<b>HG-6</b> Fleet Supervisor	Hourly	29.68	35.90	42.11

1. Wage calculations are subject to verification by the Town and the Union.

\*Employees base wage rates also increase by this percentage on July 1, 2019.

## APPENDIX B: Performance Wage Increase

### Section 1.

- a) In addition to the salary increase, if any, provided for in section 3.2 of this Agreement, each employee shall be eligible, contingent upon satisfactory performance and the provisions for a wage adjustment, if any, under this Appendix, for annual "performance increases" and to advance on his/her base salary range through the specified range for his/her position.
- b) No performance increase granted shall result in a salary that exceeds the maximum of the salary range.

Section 2. An employee shall first be eligible to receive a performance increase upon successful completion of his/her probationary period. Thereafter, he/she shall be eligible for an additional performance increase each year, upon completion of one (1) year of service from the date of their last performance increase.

Section 3. Performance increases shall be granted based on a written evaluation completed by the Highway & Grounds Superintendent, or his/her designee, and approved by the Public Works Director, as follows.

- a) Employees who receive an overall performance rating of "Quality Performance" or better will receive a performance increase effective on his/her eligibility date.
- b) Employees who receive an overall performance rating of "Needs Improvement" shall not receive an increase on his/her eligibility date. In these cases, the supervisor will establish a plan for the employee to bring his/her performance up to a satisfactory level within a specified time period. If the employee succeeds in improving his/her performance as specified, the Town Manager may then authorize a performance increase. Based on the individual circumstances, the salary increase may be granted retroactively within the fiscal year to the date that the employee's performance was found to be satisfactory.<sup>4</sup>
- c) Employees who receive an overall performance rating of "Unsatisfactory" shall not receive an increase on his/her eligibility date. In these cases, the supervisor will establish a plan for the employee to bring his/her performance up to a satisfactory level within a specified time period. A performance increase may not be granted until the employee's next eligibility date.

Section 4. If an employee is denied an increase, the reasons for such denial shall be made available to the employee in writing in the performance evaluation, and such denial shall be subject to the provisions of the grievance procedure up to Town Manager's level.

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<sup>4</sup> This provision regarding retroactivity shall not apply during the first two years of this Agreement.

Section 5. The performance increase amount, if any, shall be negotiated by the Town and the Union for each contract period. The amount, if any, for the contract shall be in accordance with Attachment A.

Section 6. Performance Increase Schedule

a) For this contract (2017 – 2020) the performance increase amount shall be as follows:

1 <sup>st</sup> year of Agreement:	2.0% subject to no retroactivity law
2 <sup>nd</sup> year of Agreement:	2.0%
3 <sup>rd</sup> year of Agreement:	2.5%

b) The performance increase amounts listed above in paragraph 6. a). only apply during the term of this Agreement, and the amounts listed shall sunset at the contract's termination date.

c) Performance increases are prorata based upon actual service.