

**Memorandum of Agreement**

Between

Town of Concord, MA

and

Teamsters Local #25, Concord Highway & Grounds Unit

(July 1, 2020 – June 30, 2021)

WHEREAS, the July 1, 2017 - June 30, 2020 Collective Bargaining Agreement between the Town of Concord (the "Town") and the Concord Highway & Grounds Unit (the "Union") was scheduled to expire on June 30, 2020; and

WHEREAS, the collective bargaining teams representing the Town and the Union have reached an agreement concerning a successor Collective Bargaining Agreement to the July 1, 2017 - June 30, 2020 Agreement, subject to ratification by the bargaining unit's membership and the Town Manager.

NOW, THEREFORE, the Town and Union agree that the present Collective Bargaining Agreement shall remain in full force and effect, except as modified herein, with the terms and conditions agreed to as follows:

**1. Appendix A, Salary Schedule: Amend to reflect a 2.5% increase to the ranges effective December 28, 2020, and a 2.5% increase to employees' base wages effective as follows:**

- a. Employees hired 1/1/2020 through 6/30/2020 – increase effective on the date the employee's probationary period ended
- b. Employees hired before 1/1/2020 – increase effective December 28, 2020

**2. Appendix B, Section 5, Performance Increase Schedule: Amend as illustrated:**

- a) For this contract (~~2017—2020~~)(**2020 - 2021**) the performance increase amount shall be as follows:

1 <sup>st</sup> year of Agreement:	<del>2.0%</del> <b>0.0%</b> <del>subject to no retroactivity law</del>
2 <sup>nd</sup> year of Agreement:	<del>2.0%</del>
3 <sup>rd</sup> year of Agreement:	<del>2.5%</del>

**3. Article 5.4.6, Winter Vacations: Amend paragraph 1.A. as illustrated:**

1. A. ~~One~~ **No call** 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. **During this time, each employee may be granted up to two no-call vacation blocks. Such vacation blocks shall consist of consecutive no-call calendar days and, combined, shall total no more than 7 calendar days. In order to be**

**on no-call status during a weekend day and/or holiday that falls in the winter period, one work day of the employee's approved no-call vacation block must abut the weekend or holiday.**

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.~~

**In addition to the vacation periods described in paragraph 1.A., an employee may request up to two (2) individual no-call winter vacation days per season provided the request for such day(s) is submitted no less than 7 days prior to the requested leave date. These individual no-call winter vacation days shall not qualify the employee for no-call weekend or holiday days.** ~~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~~ **7-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~~ **certifies** ~~in writing that they will make themselves~~ **he/she will be** 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.~~

4. **Article 5.15, Compensatory Time:** *Delete existing language and replace with language that reflects the following elements (further language development needed):*

- Each employee who is eligible to accrue 10 days or less of vacation per year may elect to earn compensatory time off in lieu of overtime pay, within the limits of this Article. No other employee is eligible to receive compensatory time in lieu of overtime.
- Compensatory time shall be earned at the rate of 1.5 times the overtime hours worked (e.g., one hour of overtime worked equals 1.5 hours of compensatory time accrued). Compensatory time can only be accrued on overtime hours; it cannot be accrued in lieu of regular hours worked at straight-time pay.
- Each eligible employee is limited to 3 days (as defined by Article 5.2.1) of compensatory time leave accrual and use per fiscal year. As an example, a full-time employee may convert up to 16 hours of overtime worked into 24 hours of compensatory time leave each fiscal year.
- An employee who has requested leave using accumulated compensatory time shall be permitted to use such time within a reasonable period after making the request unless such request will unduly disrupt the operations of the department.
- Compensatory time off must be requested and approved in the same manner as vacation leave, including no-call status and winter use.
- All accrued compensatory time must be used by end of fiscal year in which it is earned. If on June 15<sup>th</sup> an employee has any accrued compensatory time hours remaining unused or unscheduled for time off, the Superintendent may schedule the employee for compensatory time leave. Otherwise, at the end of the fiscal year, all accrued but unused compensatory time hours shall be paid out to the employee based on his/her June 30 rate of pay.
- If unused compensatory time is paid out to the employee, instead of taken as time off, it shall be paid at the employee's regular rate of pay (the compensatory time hours were earned at the rate of 1.5 time the time worked, so it is not paid at the overtime rate).
- **Article 2.4.2, No-Call Status:** *Add a new paragraph to Section a. as follows:*
  - Compensatory Time Off:  
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 compensatory time leave. Furthermore, approved compensatory time leave may be cancelled to meet emergency needs unless an employee is on approved no-call status.

5. **Article 7, Time Off for Union Business:** Amend as illustrated:

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, **or union** 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.~~

**7.4 During negotiation of each successor Agreement, up to 40 hours of paid "union leave" shall be available to the Union negotiating committee, in aggregate, for the purpose of leave from duty without loss of pay to attend bargaining meetings with the Town during working hours. The Union shall determine how to allocate paid union leave hours among negotiating committee members. Committee members must submit requests for leave from duty to the Superintendent in accordance with Division procedures. Unused hours shall expire when the successor contract is executed, and shall not be paid-out or carried over to future negotiations.**

6. **Article 13, Clothing, Gear & Equipment, Section 13.4:** Amend as illustrated:

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 will be reimbursed for expenses up to the following amounts each fiscal year:**

- **Boots: \$350**
- **Jeans: \$250 (only for those who select this option v. being provided with work pants through the Town's vendor).**
- **Prescription Safety Glasses: \$150**

Employees shall wear such clothing and boots at work.

7. **Article 18, Duration of Agreement:** Amend to reflect a **one-year agreement**.

Concord Highway and Grounds Unit  
**APPENDIX A. SALARY SCHEDULE**  
 Base Rates Effective 7/1/2020 (0.0%)

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

\* Although there is no increase to the salary ranges, a base wage increase of 2.5% will be provided to each employee whose employment began 1/1/2020 – 6/30/2020; such increase shall be effective on the date the employee's probationary period ended.

Concord Highway and Grounds Unit  
**APPENDIX A. SALARY SCHEDULE**  
 Base Rates Effective 12/28/2020 (2.5%\*)

Grade Number & Class Title		Minimum	Mid-Point	Maximum
<b>HG-1</b> Building Custodian	Hourly	17.59	21.26	24.93
<b>HG-2</b> Building Maintenance Custodian Laborer/Truck Driver	Hourly	19.86	24.01	28.16
<b>HG-3</b> Cemetery Specialist Equipment Operator Park & Tree Specialist	Hourly	21.86	26.43	31.00
<b>HG-4</b> Master Mechanic Park & Tree Specialist (Aerial) Senior Park & Tree Specialist	Hourly	24.46	29.60	34.73
<b>HG-5</b> Cemetery Supervisor Crew Leader	Hourly	27.08	32.75	38.41
<b>HG-6</b> Fleet Supervisor	Hourly	30.42	36.79	43.16

\*The base wage rate of each employee whose employment began before 1/1/2020 shall also increase by this percentage on December 28, 2020.

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Concord and Teamster' Local #25, Concord Highway & Grounds Unit, subject to the conditions herein.

FOR THE TOWN:



Stephen Crane, Town Manager

Date: 1/14/2021

FOR THE UNION:



Joan Corey, Business Agent

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Date: 1/11/2021