

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF WAKEFIELD  
AND**

**Wakefield Municipal, Administrative, Supervisory and  
Professional Employees Association**

This Memorandum of Agreement ("2023-2026 M.O.A.") is entered into this day 15 of March, 2023 between the Town of Wakefield ("Town") and the Wakefield Municipal, Administrative, Supervisory and Professional Employees Association ("Union").

Whereas, the Town and the Union have concluded negotiations over terms for a Collective Bargaining Agreement to succeed the Collective Bargaining Agreement ("2020 Agreement") between the parties:

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the 2020 agreement shall be amended with the provisions as outlined below and incorporated into a new Agreement ("2023-2026 Agreement").

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the effective date of this Agreement.

**1) Article IX Classifications and Wages**

Hourly rates of pay shall be increased as reflected in Appendix "B" (Classification scale – attached hereto) according to the following schedule:

|                        |                                |
|------------------------|--------------------------------|
| Effective July 1, 2023 | 2.5% Cost of Living Adjustment |
| Effective July 1, 2024 | 2.5% Cost of living Adjustment |
| Effective July 1, 2025 | 2.5% Cost of Living Adjustment |

## **2) Article IX Classifications and Wages**

Effective July 1, 2023, for every employee without exception, an additional Step IX (9) column shall be added at a value 2.5% greater than the Step VIII (8) column; an additional Step X (10) column shall be added at a value 1.5% greater than the Step IX (9) column; and an additional Step XI (11) column shall be added at a value 1.5% greater than the Step X (10) column.

## **3) Article IX Classifications and Wages**

Effective July 1, 2024, an employee in full time employment who has completed at least 15 years of service (as of the anniversary of the date of hire) shall be eligible for the step increase of 2%. This step will be allocated on January 1<sup>st</sup> of the 15<sup>th</sup> anniversary calendar year.

Effective July 1, 2024, an employee in full time employment who has completed at least 20 years of service (as of the anniversary of the date of hire) shall be eligible for the step increase of 2%. This step will be allocated on January 1<sup>st</sup> of the 20<sup>th</sup> anniversary calendar year.

Effective July 1, 2024, an employee in full time employment who has completed at least 25 years of service (as of the anniversary of the date of hire) shall be eligible for the step increase of 2%. This step will be allocated on January 1<sup>st</sup> of the 25<sup>th</sup> anniversary calendar year.

## **4) Article IX Classification and Wages**

Effective July 1, 2023, apply the following adjustments:

|                                       |                    |
|---------------------------------------|--------------------|
| Supervisor, Water/Sewer Division      | S16 to S17, Step V |
| Supervisor Highway Division           | S15 to S16, Step V |
| Supervisor Parks, Forestry & Cemetery | S15 to S16, Step V |
| Building Inspector                    | S16 to S17, Step V |
| Wiring Inspector                      | S12 to S13, Step V |

|                                       |                    |
|---------------------------------------|--------------------|
| Plumbing Inspector                    | S12 to S13, Step V |
| Senior Civil Engineer, Timothy Wilson | S14 to S15, Step V |
| Assistant Assessor                    | S12 to S13, Step V |
| Assistant Town Engineer (vacant)      | S15 to S16 Step V  |

#### **5) Miscellaneous XXII - §22.4**

Effective July 1, 2023, increase the annual clothing allowance from \$600 to \$800.

**6) Ratification**

**This agreement is subject to the following**

- A) Ratification by both the Town and the Association.
- B) An appropriation pursuant to MGL c. 150E, S7(b) by Town Meeting of Sufficient funds to fund the cost of the increases.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**Town of Wakefield  
Town Council**

**Wakefield Municipal Administrative,  
Supervisory and Professional Employees  
Association**

By: 

By: \_\_\_\_\_

By: \_\_\_\_\_

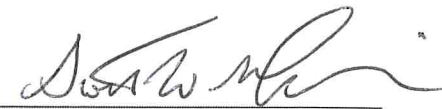
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By: 

By: 

By: 

By: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
BETWEEN  
TOWN OF WAKEFIELD  
AND  
Wakefield Municipal, Administrative, Supervisory and  
Professional Employees Association**

This Memorandum of Agreement (“2020-2023 M.O.A.”) is entered into this day \_\_\_\_\_ of \_\_\_\_\_, 2020 between the Town of Wakefield (“Town”) and the Wakefield Municipal, Administrative, Supervisory and Professional Employees Association (“Union”).

Whereas, the Town and the Union have concluded negotiations over terms for a Collective Bargaining Agreement to succeed the Collective Bargaining Agreement (“2017 Agreement”) between the parties:

Now, therefore, in consideration of the mutual promises and agreements contained herein, the parties mutually agree that the 2017 agreement shall be amended with the provisions as outlined below and incorporated into a new Agreement (“2020-2023 Agreement”).

All changes shall become effective as of the date specified; if no effective date is specified, changes shall become effective as of the effective date of this Agreement.

**1) Article IX Classifications and Wages**

Hourly rates of pay shall be increased as reflected in **Appendix “A”** (Classification scale) according to the following schedule:

|                        |                                 |
|------------------------|---------------------------------|
| Effective July 1, 2020 | 1.50% Cost of Living adjustment |
|------------------------|---------------------------------|

|                           |                                 |
|---------------------------|---------------------------------|
| Effective January 1, 2021 | 1.50% Cost of Living adjustment |
|---------------------------|---------------------------------|

|                        |                                 |
|------------------------|---------------------------------|
| Effective July 1, 2021 | 3.00% Cost of Living adjustment |
| Effective July 1, 2022 | 2.50% Cost of living adjustment |

The last sentence in article 9.2 enumerated below shall be deleted from the contract.

(However, for this contract period and this contract period only, current employees are not eligible for step increases after they have reached the top pay level in the new job classification as listed in said Appendix.)

2) Article 9.10 Emergency Overtime shall be added as follows:

All personnel who work “emergency” overtime (\*defined below), beyond their respective scheduled shift, shall be compensated at their respective overtime rate.

Therefor, if the employee works eight (8) or more consecutive hours immediately prior to the commencement of the employee’s regularly scheduled shift (with no interruption), the employee shall be entitled to remain at their respective overtime rate until either the emergency operation has been declared over or the employee’s duties for the operation have been relieved.

If during the employee’s subsequent regularly scheduled shift, the emergency concludes, the employee’s duties have been relieved or the employee uses accrued benefit time, the employee shall be compensated for their regular hourly rate for the entirety of the shift in addition to the accrued overtime.

*For example; and for clarity of understanding; if an emergency event is declared during non-regular business hours and an Employee “Mr. Smith” is called in to work a shift (11:00pm to 7:00am), he will be paid time and a half (1.5 X his scheduled salary) for that shift. If Mr. Smith has worked at least 8 consecutive emergency event related hours and is then required to continue to work any amount of hours past his regularly scheduled shift (7:00am to 3:00pm) he will be paid time and a half (1.5 X his scheduled salary) for those hours and in addition receive full pay for that entire 8 hour shift. This calculation will continue until the “Emergency” is canceled or resolved.*

Scheduled overtime shall not apply.

*\*Emergency overtime shall be defined as an unforeseen combination of circumstances that create a hazard to public safety, critical infrastructure integrity, or any other circumstance requiring immediate action to mitigate a safety hazard that requires employees to work.*

### **3) ARTICLE XXII Miscellaneous**

The following designations shall be added to the list receiving annual stipends

|                          |          |
|--------------------------|----------|
| Certified Soil Evaluator | \$500.00 |
| GIS certification        | \$500.00 |

Clothing allowance

Article 22.4 is deleted in its entirety and replaced with the following:  
The Town will provide an annual clothing allowance of up to \$600 for work clothing, including footwear, as approved by the DPW Director, to employees in the following classifications: Fleet Maintenance Supervisor, Highway Supervisor, Senior Civil Engineer, Water and Sewer Supervisor, Park, Forest Cemetery Supervisor, Surveyor, Wire Inspector, Plumbing Inspector, Building Inspector, Building Manager, Senior Engineer, Data Collector, and Animal Control Officer. The allowance shall be paid in a lump sum on or about July 15 of each year.

**4) Ratification**

**This agreement is subject to the following**

- A) Ratification by both the Town and the Union.
- B) An appropriation pursuant to MGL c. 150E, S7(b) by Town Meeting of Sufficient funds to fund the cost of the increases.

**Town of Wakefield  
Town Council**

**Wakefield Municipal Administrative,  
Supervisory and Professional Employees  
Association**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



**AGREEMENT**

Between

**TOWN OF WAKEFIELD**

and

**WAKEFIELD MUNICIPAL ADMINISTRATIVE, SUPERVISORY**

**AND**

**PROFESSIONAL EMPLOYEES ASSOCIATION**

July 1, 2017 – June 30, 2020

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# **AGREEMENT**

**Between**

**TOWN OF WAKEFIELD**

**and**

**WAKEFIELD MUNICIPAL, ADMINISTRATIVE, SUPERVISORY**

**AND**

**PROFESSIONAL EMPLOYEES ASSOCIATION**

## **PREAMBLE**

WHEREAS, the WAKEFIELD MUNICIPAL ADMINISTRATIVE, SUPERVISORY AND PROFESSIONAL EMPLOYEES ASSOCIATION (hereinafter called the "Association"), was certified on August 18, 1981, by the Labor Relations Commission of the Commonwealth of Massachusetts as the exclusive representative of certain employees of the TOWN OF WAKEFIELD (hereinafter called the "Employer"); and

WHEREAS, the parties hereto desire to establish and maintain harmonious relations and a state of mutual understanding and cooperation between them.

NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

1.1 The Town hereby recognizes the Association as the exclusive representative of the classified positions listed in Appendix A, attached hereto, entitles "Classification of Positions" for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The term "Employee" or "Employees" as used in this Agreement refers to persons for whom the Association is the recognized exclusive representative.

1.2 All the Employees covered by this Agreement are permanent Employees as defined in the Personnel By-Laws in effect on August 18, 1981.

1.3 In the event the position of Veteran's Agent becomes a Town position in the future, it shall be included in this bargaining unit.

## **ARTICLE 2**

### **ASSOCIATION SECURITY**

2.1 The Employer agrees to deduct one initiation fee and to deduct Association dues or service fees once each payroll period from the pay of each employee from whom it receives a signed and appropriate form of authorization of check off and to remit monthly the aggregate amount to the Treasurer of the Association along with a list of employees for whom deductions have been made. The amount of the initiation fee, dues and service fee will be certified in writing to the Employer by the Association President or Treasurer.

2.2 It is understood that it is the responsibility of the Association to provide the checkoff forms and to have them executed by the Employee.

2.3 Upon completion by the Association with the necessary statutory requirements, the Employer will require as a condition of employment the payment of a service fee in the same amount as Association dues by any employee who is not a member of the Association on or after the 30<sup>th</sup> day following the beginning of such employment or the effective date of this Agreement, whichever is later. The employer agrees that upon the receipt of appropriate written authorization executed by such employee it will deduct the service fee once each payroll period from the pay of the employee will remit monthly the aggregate amount of such deductions to the same officer of the Association as is designated under Section 2.1. Any such authorization for the deduction of a service fee may be withdrawn by the employee by giving not less than 60 days written notice to the Employer and by filing a copy with the Association.

2.4 The Association agrees to hold the Employer harmless for action taken by the Employer pursuant to this Article.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.1 The Employer reserves and retains all rights and authority not expressly and specifically abridged by the specific provisions of this agreement.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

4.1 Only matters involving the discharge or discipline of employees or involving the question whether the Employer is complying with its express

obligations under this Agreement shall constitute grievances under this Article, provided that no matter occurring prior to the effective date of this Agreement shall be grievable or arbitrable under this Agreement. The first 6 months of employment shall be probationary period during which there shall be no right to grieve concerning the discharge or discipline of an employee.

It is the policy of the Employer and the Association to encourage the prompt resolution of grievances. Grievances shall be submitted in writing and shall be processed in the following manner:

Step 1. Between the Association Representative, with or without the aggrieved employee, and the Department Supervisor within 5 days of the occurrence or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based. If the grievance is not settled within 5 additional working days the Association may process the grievance at Step 2.

Step 2. Between the designated Union Representative, with or without the aggrieved employee, and the Town Administrator or his designated representative. Any grievance not settled within fourteen (14) working days at Step 2 may be referred to arbitration, as provided in Section 4.3, within 30 calendar days of the expiration of the fourteen (14) working days.

4.2 The time limits set forth herein may be extended in any particular case by the written agreement of the parties. The Association Representative may be accompanied at any Step of the grievance procedure by a representative of the Association who is not an employee.

4.3 Grievances not settled in the steps of the grievance procedure may be referred to an arbitrator or an arbitration tribunal agreed upon by the parties. The word "arbitrator" as used in this Article shall be construed to include an arbitration tribunal. If the parties are unable to agree upon an arbitrator, the arbitrator shall be designated by the American Arbitration Association under its procedures. The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representative and witnesses.

The fees and expenses of the arbitrator shall be shared equally by the parties and each party shall bear the expenses of its own representative and witnesses.

4.4 The arbitrator hereunder shall be without power to alter, amend, add to or detract from the language of this Agreement or to hold ex- parte hearings. The decision of the arbitrator shall be final and binding upon the parties to the extent permitted by law. The arbitrator shall submit his decision in writing.

4.5 Association Representatives will be given reasonable time off to investigate grievances.

4.6 The standard of discipline and discharge shall be just cause. To the extent permitted by law the grievance and arbitration provisions of this Agreement shall be the exclusive method of resolution of disputes involving discipline and discharge.

## **ARTICLE 5**

### **NO DISCRIMINATION**

5.1 The Employer will not discriminate against any employee on the basis of race, religion, color, national origin, sex, age (as defined by statute) or handicap.

5.2 Personal pronouns as used in this Agreement are intended to include both male and female notwithstanding the gender of the pronoun.

5.3 Neither the Employer nor the Association will interfere, restrain or coerce any employee in the exercise of any right guaranteed under M.G.L Chapter 150E.

5.4 The parties agree that all provisions of this Agreement shall conform to the Americans With Disabilities Act. Pursuant to proposed EEOC regulations, Section 1630.2(n) (3), "the terms of the collective bargaining agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulations Section 1630.15(d), the terms of the collective bargaining agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Employer.

The parties agree to address the issues raised by the Americans with Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination

## **ARTICLE 6**

### **NO STRIKES OR STOPPAGES**

6.1 The Association agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, slowdown or stoppage of work by the employees it represents.

6.2 The Employer agrees that the Association shall not be liable for any violation of Section 6.1 which the Association has not authorized, sanctioned, or ratified and the Association agrees that in the event of any violation of Section 6.1 it will in good faith try to bring such violation to an end as soon as possible.

6.3 The Employer agrees not to lockout the employees covered by this Agreement.

## **ARTICLE 7**

## **STABILITY OF AGREEMENT**

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

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

7.3 The Classification and Compensation Plans and Personnel By-Laws of the Town of Wakefield, herein called the Personnel By-Laws in effect on August 18, 1981 are hereby incorporated by reference and made a part of this Agreement except where superseded by this Agreement and limited to the extent that the provisions of said Personnel By-Laws are applicable to the employees for whom the Association is recognized as the exclusive representative under Article 1 of this Agreement.

## **ARTICLE 8**

### **WORKWEEK**

8.1 The work week for full-time employees shall be as set forth in the Personnel By-Law in effect at the time of the execution of this Agreement.

8.2 The work week for part-time employees shall be as required by the duties of the position and as set forth in the Personnel By-Law on August 18, 1981 in effect at the time of the execution of this Agreement.

## **ARTICLE 9**

### **CLASSIFICATION AND WAGES**

9.1 All longevity payments shall cease. The amount of \$575.00 shall be rolled into each step and Grade.

Hourly rates of pay shall be increased as reflected in **Appendix "A"** (Classification scale) according to the following schedule.

|                           |                                  |
|---------------------------|----------------------------------|
| Effective July 1, 2017    | 1.50% Cost of Living adjustment  |
| Effective January 1, 2018 | 1.50% Cost of Living adjustment  |
| Effective July 1, 2018    | 1.50% Cost of Living adjustment. |
| Effective January 1, 2019 | 1.50% Cost of Living adjustment. |
| Effective July 1, 2019    | 1.50% Cost of Living adjustment. |
| Effective January 1, 2020 | 1.50% Cost of Living adjustment. |



Effective January 1, 2018, for every employee without exception, the existing step minimum (1) shall be eliminated. The remaining steps shall be listed minimum (1) - step VII; a new step VIII shall be added at 1.5% above step VII.

Effective January 1, 2019, for every employee without exception, the existing step minimum (1) shall be eliminated. The remaining steps shall be listed minimum (1) - step VII a new step VIII shall be added at 1.5% above step VII.

\*For clarification purposes if employee "Smith" is currently at step 2 prior to the execution of this contract, employee "Smith" will move to the new step two unless otherwise receives an upgrade in step.

9.2 The Supervisory Position Classification and Job Descriptions of each employee covered by this agreement shall be changed to reflect the classifications and descriptions shall apply to the current employees upon the execution of contract, however with the exception of the essential functions section within the Classification and Job Description, non-compliance with any other area shall not be used as a reason for job discipline, evaluation or promotion.

It is noted that the positions of the Library Office Assistant, Senior Civil Engineers, Sign Compliance Officer and GIS Administrator shall remain in their current classification level until the current employee vacates the position. Upon the vacating of the current employee the position shall revert to its classification as indicated in Appendix "B" (Supervisory Position Classification). However, for this contract period and this contract period only, current employees are not eligible for step increases after they have reached the top pay level in the new job classification as listed in said Appendix.

9.3 Except as provided below each employee who is exempt from statutory overtime pay requirements shall receive overtime at straight time for hours worked, relating back to the first hour. An employee of the Department of Public Works who works overtime on an emergency or scheduled basis, but excluding regular preparatory and postliminary work, attendance at grievance meetings , public hearings and meetings of the Advisory Board of Public Works, shall receive overtime compensation at time and one-half for all such hours worked. Overtime shall be approved by the Department Head or the appropriate Administrative Authority where the employee is the Department Head. Employees who report to independent boards shall not receive compensatory time for attendance at meetings of the board.

9.4 In the application of the wage schedule an employee at minimum will be eligible on July 1 and January 1 to receive the increment between minimum and the next step, provided he has been at minimum for a period of not less than 6 months. An employee above minimum will be eligible on July 1 and January 1 for the increment to the next step, provided he has been at his existing step for a period of not less than 12 months.

All employees eligible for an increase under the wage schedule shall be reviewed for consideration of such increase on the basis of merit and if any employee is denied the increase, the reason for such denial shall be made available to the employee and the Association, and shall be subject to the provisions of the grievance procedure. An employee denied an increase under this provision as of July 1 or January 1 shall be reviewed again for such increase on the date for each subsequent semiannual review as long as the denial continues.

9.5 An employee receiving a promotion to a vacant position or to a new position or whose present classification is upgraded, shall upon assignment resulting from such promotion or upgrading, receive the rate in the compensation grade of the vacant or new position or upgrading next above his existing rate. He may upon recommendation of the Department Head or the appropriate Administrative Authority where the employee is a Department Head and approval of the Personnel Administrator at the time of promotion or upgrading, be advanced to the second step above his existing rate.

9.6 The next increment for which such promoted or upgraded employee shall be eligible will be on January 1, or July 1, following 6 months service at the rate effective at the time of promotion or upgrading.

9.7 A qualified employee who is assigned to perform essentially all the duties of an employee in a higher pay classification who is absent for a period of 5 days or more (including holidays) will receive the rate of the higher pay classification retroactive to the first day.

9.8 The salary of the position of Sealer of Weights and Measures shall be \$2,300.00 for the life of this Agreement. After July 1, 1999, the rate for Sealer of Weights and Measures shall be subject to further negotiations between the parties.

9.9 The position of Assistant Town Engineer shall be established. The person assigned to the position shall be eligible to move above step III after he/she becomes a Professional Engineer pursuant to the provisions of applicable Massachusetts laws and rules.

**ARTICLE 10**  
**PAID HOLIDAYS**

10.1 The following days shall be recognized as paid legal holidays under this Agreement:

|                        |               |
|------------------------|---------------|
| New Years' day         | Labor Day     |
| Martin Luther King Day | Columbus Day  |
| Washington's Birthday  | Veteran's Day |
| Memorial Day           | Christmas Day |
| Independence Day       |               |

10.2 Each employee shall be entitled to receive a normal days pay for each of the above designated holidays without having worked on such holidays, provided, the employee shall have worked on his last regularly scheduled working day, prior to and his next regularly scheduled working day following such holiday, or was in full pay status or on an excused absence on such preceding and following days. The previous position of this section notwithstanding, any employee required to work on Thanksgiving, Christmas or New Years' Day shall receive double-time.

10.3 A full-time employee required to work on one of the designated holidays shall receive overtime compensation at straight time for time worked on the holiday as provided in Section 9.3.

10.4 Whenever one of the designated holidays falls on a Sunday, the following day shall be the legal holiday.

10.5 Whenever one of the designated holidays falls on a Saturday, the Town shall have the option of paying holiday pay to the employee for said day or declaring the nearest work day as such holiday.

10.6 At the request of the employee an employee may be granted compensatory time off at the convenience of the Department Head or the appropriate Administrative Authority when the employee is a Department Head in lieu of overtime pay.

10.7 Employees shall receive double time for hours worked on the immediate Friday after Thanksgiving, Christmas Day and New Years' Day (if Christmas and/or New Years' day falls on a Thursday).

An employee may be required to be a part of a skeleton crew on either of the said days and in such event shall be granted compensatory time off on another work day.

**ARTICLE 11**

## **INSURANCE**

11.1 The Town shall continue to provide health insurance in accordance with the provisions of Massachusetts General Laws, Chapter 32B. Changes in coverage shall be made in accordance with Chapter 32B.

Nothing herein shall be construed to prevent the Employer from adopting and implementing a Trust Fund system whereby premiums are received and paid from the Trust Fund and the health insurance program is administered by the Employer, with expenses paid in whole or in part by the Trust Fund provided, however, benefits due under the health insurance program shall not be effected thereby.

11.2 Health insurance payroll deductions properly authorized by the employee shall be deducted weekly.

11.3 Effective with the premium payable on July 1, 2004, the employee paid share of the premium for HMO insurance coverage shall be increased to 13%. Effective July 1, 2005, the employees' share of the premium paid for HMO insurance shall be 16.5%. Effective July 1, 2006, the employees' share of the premium paid for HMO insurance shall be 20%.

## **ARTICLE 12**

### **LONGEVITY**

Effective July 1, 2017, longevity payments have ceased and have been added to the payroll schedules at a rate of \$575.00.

## **ARTICLE 13**

### **EMPLOYEE FILES**

13.1 No material relating to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had the opportunity to read the material and also to acknowledge in writing that he has read it.

13.2 The employee shall have the right to answer any material filed and to include the answer within the file.

13.3 The employee shall have the right upon request at reasonable times to examine his personnel file and to have a copy of any material in it.

13.4 An employee may have information removed from his file by use of the grievance procedure, on the grounds that information in his file is improper, incorrect, or irrelevant to that employment relationship.

13.5 The Employer shall not reveal information in an employee's file without the employee's consent except to the extent relevant for the use of the management

of the Employer or in connection with the Employer's business or when the Employer is ordered to release such information by order of the Court or subpoena.

## **ARTICLE 14**

### **VACATIONS**

14.1 An employee who has completed 15 weeks but less than 30 weeks of service prior to June 1st shall be granted 1 week of vacation with pay.

14.2 An employee shall be granted 2 weeks' vacation in each calendar year with pay provided he has completed 30 weeks of service prior to June 1. An employee with 5 years of service as of his/her anniversary date shall be granted 3 weeks' vacation in each calendar year with pay. An employee with 10 years of service as of his/her anniversary date shall be granted 4 weeks' vacation in each calendar year with pay. An employee with 25 years of service as of his/her anniversary date shall be granted 5 weeks' vacation in each calendar year with pay.

14.3 An employee with 20 years of service as of his or her anniversary date shall be granted 5 weeks' vacation in each calendar year with pay.

**EMPLOYEES HIRED AFTER JUNE 30, 2017 SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS.**

New employees shall be granted prorated vacation time based on ten days per year. New employees will accrue 1/12 of that time for each month worked in that first calendar year (.833 days per month). An employee with one full year but less than five full years of service shall receive ten days per year.

Upon the death of an employee who is eligible for vacation under the provisions hereof, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made (on a prorated basis per month) for that portion of the vacation allowances earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces or resignation occurred, up to the time of the employee's separation from the payroll.

14.4 Upon the death of an employee who is eligible for vacation under this Agreement, payment shall be made to the estate of the deceased in an amount equal to the vacation allowance as earned in the vacation year prior to the employee's death but which had not been granted.

In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which the employee died up to the time of his separation from the payroll.

14.5 Employees who are eligible for vacation under the provisions hereof and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces or resignation, shall be paid an amount equal to the vacation allowance as earned, and not granted, in the vacation year prior to such dismissal, retirement, or entrance into the armed forces or resignation. In addition, payment shall be made for that portion of the vacation allowance earned in the vacation year during which such dismissal, retirement, or entrance into the armed forces or resignation occurred up to the time of the employee's separation from the payroll.

14.6 Absences on account of sickness in excess of that authorized under this Agreement or for personal reasons not provided for under sick leave may, at the discretion of the Department Head or the appropriate Administrative Authority where the employee is a Department Head, be charged to vacation leave if requested by the employee.

14.7 An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs which falls on or is legally observed on Monday, Tuesday, Wednesday, Thursday or Friday.

14.8 An employee may carry over a maximum of 2 vacation weeks from one vacation year to another with approval of the Department Head or the appropriate Administrative Authority where the employee is a Department Head.

## **ARTICLE 15**

### **SICK LEAVE**

15.1 An employee who has completed 30 weeks of service following original employment shall be allowed 10 days leave with pay each calendar year, provided such leave is caused by sickness or injury or by exposure to contagious disease.

15.2 An employee shall be credited with the unused portion of sick leave granted under Section 15.1, up to a maximum of 150 days. An employee who has accumulated 75 days (600 hours) of Sick Time or more may opt to sell back to the town 1 week (40 hours) per calendar year. The employee must notify their department head in writing by November 15<sup>th</sup> in order to partake in this decision.

EMPLOYEES HIRED AFTER JUNE 30 2017 SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS

New Employees shall be granted prorated SICK time based on ten days per year. New employees will accrue 1/12 of that time for each month worked in that first calendar year (.833 days per month). An employee with one full year but less than five full years of service shall receive ten days per year.

15.3 If the amount of credit provided under Section 15.2 has been or is about to be exhausted, an employee may make application for additional allowance to that provided under Section 15.1. Such application shall be made to the Department Head or the appropriate Administrative Authority when the employee is a Department Head who is authorized, with the concurrence of his Administrative Authority to grant, not to exceed 20 additional sick leave days per annum. Requests for additional sick leave in excess of these 20 days shall be made through the Department Head or the appropriate Administrative Authority when the employee is a Department Head to the Town Administrator. The Town Administrator is authorized to grant such additional allowance as they may determine to be equitable after reviewing the recommendation of the Department Head or the appropriate Administrative Authority when the employee is a Department Head and all other circumstances, including the employee's attendance and performance records. Vacation and all other unused leave must be used up before justified extensions of sick leave are granted in the case of non-service connected injury or illness.

15.4 An employee suffering from a disability resulting from alcoholism or drug addiction shall be eligible for sick leave provided he is participating in an approved rehabilitation program and complying with its requirements. This shall not affect the right of the department to impose discipline for reporting for work or otherwise violating department rules under the influence of alcohol or drugs.

15.5 In the event an employee who is eligible to receive compensation under the provisions of this Article is eligible to receive Worker's Compensation payments, compensation granted under the provisions of this Article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate, in accordance with M.G.L. c.152, Sec. 69.

15.6 Upon death, retirement or loss of employment due to a reduction in force, an employee (or his estate) will be paid for one-third of all accumulated sick leave days. The maximum payment will be one-third of 150 days (= 50 days maximum). Any employee who retired between July 1, 2009 and the effective date of the Agreement covering July 1, 2009 through June 30, 2012, shall not be eligible to participate in the increased sick leave buyback. The rate of pay for each accumulated

day of paid sick leave will be one-fifth of the employee's weekly wage rate in effect upon the date of the employee's termination.

15.7 Effective January 1, 2011; an employee with perfect attendance for a calendar quarter will earn a personal day to be taken during the next calendar quarter. If the earned personal day is not used in the next calendar quarter, it shall be forfeited.

15.8 No employee shall be entitled to sick leave with pay under this Article unless the Town approves such request. If the request is denied, the Town must provide reasons in writing within twenty-four (24) hours of the denial.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

16.1 Emergency leave of up to 4 days with pay shall be allowed for death in an employee's immediate family, consisting of spouse, parent, grandparent, child, grandchild, brother, sister, mother-in-law or father-in-law, and any other person residing in the employee's house at the time of death.

16.2 Reasonable time off with pay up to a maximum of one day shall be granted to an employee to attend the funeral of a nephew, niece, aunt, uncle, brother-in-law, sister-in-law, or step child.

## **ARTICLE 17**

### **JURY DUTY**

17.1 An employee required to serve on the jury shall be paid the difference between compensation received from jury duty and regular compensation rates paid the employee by the Employer, except as required by law.

## **ARTICLE 18**

### **MILITARY LEAVE**

18.1 An employee in full-time employment who is in the Military Reserve shall be paid the difference between compensation received while on reserve duty and the regular compensation rates paid the employee by the Employer. This provision shall be limited to thirty (30) days and shall be granted by the Personnel Administrator upon presentation by the employee of a copy of orders received to perform such reserve duty.

## **ARTICLE 19**

### **COURT LEAVE**

19.1 An employee shall be paid the difference between compensation received as a witness and regular compensation rates paid the employee by the Employer for



up to 3 days attendance as a witness required by subpoena before a Court or Administrative tribunal.

This shall not apply where the employee is a party to the litigation except in a work related case where the employee and the Employer have a community of interest.

## **ARTICLE 20**

### **PERSONAL LEAVE**

20.1 An employee shall be eligible for personal leave of two (2) paid days per year for important personal affairs, such as, but not limited to, required court appearance, attending a marriage or other religious ceremony of a close relative, or being a party to a real estate transaction. Request for such leave shall be subject to approval by the Department Head or the appropriate Administrative Authority when the employee is a Department Head and shall be made not less than 72 hours in advance, except in case of emergency. An employee may carry over a maximum of one personal day to the next year, subject to the same conditions as set forth above.

## **ARTICLE 21**

### **PART-TIME FRINGE BENEFITS**

21.1 A part-time employee covered by this Agreement shall receive the benefits defined herein for a full-time employee computed however, upon the compensation rates established for such part-time employee. Such benefits shall not apply to "longevity" if the part-time employee receives such benefit from another Town or Municipal Department or Agency. Part-time employees, employed by a Town or Municipal Agency shall be considered on "sick leave" from his/her part-time position if he/she is on "sick leave" from such other Town or Municipal Agency for purposes of determining eligibility of sick leave and the sick leave buy-back provisions of this Contract.

21.2 An employee whose regular work week is 20 hours or more shall receive Blue Cross-Blue Shield Master Medical on the same basis as a full-time employee.

## **ARTICLE 22**

### **MISCELLANEOUS**

22.1 Tuition reimbursement shall be in accordance with the Personnel By-Law on August 18, 1981 in effect at the time of the execution of this Agreement.

22.2 An employee provided with a Town automobile for the performance of his duties will continue to be provided with an automobile for the performance of his duties during the term of this Agreement. An employee using a vehicle not

provided by the Town in the performance of his duties will continue to use a non-Town vehicle in the performance of his duties during the term of this Agreement and will be reimbursed for the use of such vehicle at the IRS rate.

22.3 No economic fringe benefit being received by an employee prior to the execution of this Agreement or for which an employee will be eligible during the term of this Agreement shall be taken away as the result of the execution of this Agreement. Mileage reimbursement under Section 22.2 is not an economic fringe benefit within the meaning of this Section.

22.4 The Town will provide an annual clothing allowance of up to \$300 for work clothing, including footwear, as approved by the DPW Director, to employees in the following classifications: Fleet Maintenance Supervisor, Highway Supervisor, Senior Civil Engineer, Water and Sewer Supervisor, Park, Forest Cemetery Supervisor, Surveyor, Wire Inspector, Plumbing Inspector, Building Inspector, Building Manager, Senior Engineer, Data Collector, and Animal Control Officer. The allowance shall be paid in a lump sum on or about July 15 of each year.

22.5 The parties agree to continue to negotiate regarding the positions of the Wire Inspector and the Plumbing Inspector.

22.6 The parties agree to form a committee to discuss the impact on bargaining unit employees that may be caused by the Town assuming responsibility for buildings and grounds currently maintained by the School Department.

22.7 If the Town makes a dental plan available to other groups, such plan will be made available to employees in this bargaining unit.

22.8 The employee in the position of Office Assistant-Librarian shall be advanced an additional step on her anniversary date after July 1, 1999. Effective July 1, 2001, the position shall be classified at the S-7 level at the step that is higher than the pay rate in effect on June 30, 2001.

22.9 Employees required to work five (5) or more consecutive hours of emergency work shall receive a meal stipend of \$12.00.

The following designations shall receive annual stipends. The stipends shall be paid by the end of the month of July in the current fiscal year. The stipends shall not count in the base pay nor for overtime. The allowable designations are as follows:

|                            |          |
|----------------------------|----------|
| Construction Supervisor    | \$500.00 |
| Water Distribution Grade 2 | \$300.00 |
| Water Distribution Grade 3 | \$500.00 |
| Water Treatment Grade 2    | \$500.00 |

|                                                  |           |
|--------------------------------------------------|-----------|
| Water Treatment Grade 3                          | \$1000.00 |
| Pesticide License                                | \$150.00  |
| ASE master Mechanic and/or Heavy Truck Tech      | \$500.00  |
| Winter Maintenance Supervisor Cert (WMSC-APWA)   | \$500.00  |
| Certified Public Fleet Professional (CPFP-APWA)  | \$1500.00 |
| Cross Connection Surveyor & Backflow Preventer's |           |
| Testing license (need both)                      | \$500.00  |

And any other designation relating to Laborer's Union Contract Article 20.10 at the same level of stipend.

Similar designations of multiple grades are non-cumulative. Any designation referring to a specific certification Provider shall also be considered obtained if the designation is granted by an equal provider.

22.10 The parties agree that the Town may convert to biweekly pay periods after the effective date of this Agreement, following reasonable prior notice to employees.

### **ARTICLE XXIII** **LABOR-MANAGEMENT COMMITTEE**

23.1 In the interest of mutual cooperation and understanding, a Labor-Management Committee consisting of not more than 3 representatives of each party shall be established to meet not more frequently than once a month to discuss general problems affecting the employees and the Employer.

### **ARTICLE XXIV** **INFORMATION TO THE ASSOCIATION**

24.1 The Town agrees to furnish the following information to the Association:  
(a) copies of all posted vacancies; (b) seniority lists upon requests; (c) lists and information pertaining to employees covered by this Agreement which is within the exclusive control of the Employer and reasonably related to the Association's responsibility in administering the Agreement and in collective bargaining.

24.2 Written notices to the Association shall be submitted to the Associations mailing address at 1 Lafayette Street, Wakefield, Massachusetts 01880.

### **ARTICLE XXV** **SENIORITY**

25.1 Employees shall have recall rights for a period of 2 years from the date of layoff. An employee will lose all recall rights if he refuses an offer to return to his regular position, or a position at the same pay level as his regular position. An

employee on a layoff from a particular job will have first priority to recall to that job. Recall to another job will be based on qualifications and where qualifications are approximately equal, seniority shall govern. Before filling a vacant job on a permanent basis, the Employer will post the job and any interested employees may submit written bids. Jobs will be awarded based upon qualifications and where qualifications are approximately equal preference shall be given to the senior employee.

## **ARTICLE XXVI**

### **DRUG AND ALCOHOL POLICY**

26.1 Each employee may be required to submit to a drug screening test annually.

26.2 A drug and/or alcohol screening test may be conducted of any employee involved in an accident during work hours while operating a town vehicle and of any employee returning to work following a rehabilitative leave related to drug or alcohol abuse.

26.3 A drug and/or alcohol screening test may be required of an employee based on the reasonable suspicion that the employee has been drinking or is intoxicated on the job or has been using illegal drugs.

26.4 All screening tests called for under this Article will be conducted by a clinic or other authorized contractor who is qualified to perform such tests.

26.5 This policy shall not be used to harass employees.

## **ARTICLE XXVII**

### **DURATION OF THE AGREEMENT**

27.1 Except as otherwise provided herein, this Agreement shall take effect on July 1, 2009 and shall remain in full force and effect until and including June 30, 2012. If a new Agreement has not been executed on or before June 30, 2012, this Agreement shall continue in effect until either party gives not less than 30 days written notice to the other party of termination. Should either party desire to negotiate a new collective bargaining agreement to succeed this Agreement, such party shall notify the other party by certified mail not later than February 15, 2012. Upon receipt of such notice the parties shall make mutually satisfactory arrangements to begin negotiations.

This Agreement is subject to the following:

A. Ratification by both the Town and the Union; and,

B. An appropriation pursuant to M.G.L. c. 150E, §7(b), by Town Meeting of sufficient funds to fund the cost of the increases.