



COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF LANCASTER
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME), COUNCIL 93, LOCAL 3720 – AFL-CIO

(Department of Public Works)
JULY 1, 2023 – JUNE 30, 2024

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AGREEMENT AND PREAMBLE

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into between the Town of Lancaster (hereinafter referred to as the “Employer” or the “Town”) and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 3720 (hereinafter referred to as the “Union”).

ARTICLE 1: UNION RECOGNITION

The Town recognizes the Union as the exclusive bargaining agent for the purposes of collective bargaining over wages, hours, and other conditions of employment for permanent full-time and regular part-time employees in the Department of Public Works classifications of Laborer, Laborer/Truck Driver, Equipment Operator, and Working Foreman, excluding the Superintendent, managerial, confidential and secretarial employees, and all other employees of the Department, and reserves the right to decide whether, when and how to exercise its prerogatives. *Permanent Regular Part Time Employee* is defined as any employee who works at least 20 hours or more each week for 52 weeks per year, but less than a normal workweek for the department or position in which that person is employed. Regular Part Time Employees shall be eligible for all employee benefits, in proportion to the ratio that their average weekly hours of work in the preceding twelve (12) months bears to the normal work week for their job.

ARTICLE 2: UNION DUES

- A. The Town shall, for the duration of this Agreement, deduct regular periodic union dues each week from the paycheck of each employee who individually and voluntarily certifies in writing authorizations for such deduction. The Town agrees to remit a roster of employees (which includes name, address, phone number, date of birth, hire date and position/title) who have had said dues deducted along with the payments to the business office of the Union at 8 Beacon Street, 6th Floor, Boston, MA. 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 deduction of money for Union dues from an employee’s pay. 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.
- B. The Treasurer of the Union, in writing, shall submit any changes in the dues schedule to the Employer at least one (1) month prior to the time of deduction.

Membership Application		
American Federation of State, County and Municipal Employees Membership and Authorization for Dues Deduction		
<input type="checkbox"/> New Member PLEASE PRINT LEGIBLY. <input type="checkbox"/> Re-commit		
Local Number	Employer	
Last Name	First Name	M.I.
Street Address	Apt. No.	
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Certain message and data rates may apply to such texts.		
Signature	Date	

ARTICLE 2-A: AGENCY SERVICE FEE

A. Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliated to or from which membership dues or per capita fees are paid or received.

Union Orientation: Any new employee will be allowed up to one-half (1/2) hour with the Steward for Union Orientation. The Union Orientation will include, but not be limited to, the contract, AFSCME member benefits, and a Membership Application Form.

B. The Town shall, for the duration of this Agreement, deduct regular periodic Agency Service Fees each week from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The Town agrees to remit a list of employees who have such Agency Service Fees deducted along with the payment to the Union treasurer. 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 deduction of money for Agency Service Fees from an employee's pay. 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.

C. The Treasurer of the Union, in writing, shall submit any changes in the Agency Service Fee schedule to the Employer at least one (1) month prior to the time of deduction.

D. The Union will not involve the Town in any way (including but not limited to discipline or dismissal) in the collection of such agency fee and will indemnify and save the Town harmless from any involvement under this Article beyond the provisions of Sections 2 and 3 of this Article. The Union is free to use the courts to collect any fee. The Union must comply with the regulations concerning Agency Service Fees promulgated by the Labor Relations Commission pursuant to M.G.L. c. 150E, §12.

ARTICLE 3: APPOINTMENTS

A. The Superintendent shall make all appointments in writing. The written notice of appointment shall include the salary, the starting date, and appropriate additional information. Copies of the letter of appointment shall be provided to the Board of Public Works.

B. All persons selected for employment with the town, after receipt of notice of such appointment by the appointing authority and prior to the starting date of employment shall undergo a medical examination. The examination shall be at the expense of the Town by a physician or medical institution selected by the Town. The examining physician shall advise as to whether or not, in the opinion of the physician, the applicant is fit to perform the duties of the position for which the application has been made. If deemed unfit to perform the duties of the position for which application has been made the appointing authority shall withdraw the offer of employment.

- C. An applicant who accepts an appointment and fails to report to work on the date set by the appointing authority, shall, unless excused by the appointing authority, be deemed to have declined the appointment and the offer of employment shall be withdrawn.
- D. Job vacancies shall be posted on official bulletin boards for seven (7) days internally. Job vacancies may be posted externally after the initial seven (7) day internal posting. The Town shall promote the senior most qualified unit member, based on the operational needs of the Department. The Superintendent, in his/her sole discretion, shall determine qualifications for the vacant position.

ARTICLE 4: PROBATIONARY PERIOD

- A. All newly appointed employees shall be required to successfully complete a twelve-month probationary period, to begin immediately upon the employee's starting date. All newly promoted employees shall be required to successfully complete a six-month probationary period, to begin immediately upon the employee's promotion date. The probationary period shall be used by the Superintendent to observe and evaluate the employee's working performance. Upon expiration of the probationary period the Superintendent shall notify the probationary employee in writing that: the employee's performance meets satisfactory standards and the individual will be retained in the position; or the employee's performance, due to extenuating circumstances, requires additional observation and that the probationary period will be extended an additional period of time not too exceed three months; or the employee's performance, attitude, conduct was unsatisfactory and that removal will occur.
- B. In the event a unit employee is removed from a probationary appointed position to which he/she is promoted, as defined in Section 1, then he/she shall revert back to his/her previous position without loss of seniority or benefits. Management's written decision to remove employee from promoted position shall not be arbitrary or capricious.
- C. The employee at any time may be removed by an appointing authority if it is revealed that the employee intentionally falsified information relating to application for employment, was unable or unwilling to perform the required duties, or displayed conduct, habits or dependability which did not merit continuing the employee in the position. The employee shall be notified in writing of the reasons for the termination and the effective date of the action. The employee may not appeal the removal.

ARTICLE 5: MANAGEMENT RIGHTS

- A. Nothing in this Agreement shall limit the Employer in the exercise of its function of management and in the direction and supervision of the Employer's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in required skills and physical fitness standards; except where any such rights are specifically modified or abridged by terms of this Agreement.

B. Unless an express, specific provision of this Agreement clearly provides otherwise, the Employer, acting through the Department Head or other appropriate officials as may be authorized to act on its behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage, or precedent to manage and control the department.

By way of example but not limitation, management retains the following rights:

- To determine the mission, budget, and policy of the Department.
- To determine the organization of the Department, the number of employees, the work functions, and the technology of performing them.
- To determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station, or facility,
- To determine the methods, means and personnel by which the Department's operations are to be carried out.
- To manage and direct employees of the Department.
- To maintain and improve orderly procedures and the efficiency of operations; to hire, promote and assign employees.
- Transferring, temporarily reassign, or detail employees to other duties.
- To determine the equipment to be used and the uniforms to be worn in the performance of duty.
- To determine the policies affecting the hiring, promotion, and retention of employees.
- To establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications.
- To lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical.
- To establish or modify work schedules and shift schedules and the number and selection of employees to be assigned.
- To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
- To enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate.
- To suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

C. Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

D. Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Department, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

E. By making this proposal during regular contract negotiations, or agreeing to discuss a subject, the Town does not waive its right to implement a change in a working condition where no contrary provision is included in the contract or where a matter of managerial prerogative is involved, so long as the Town

meets its bargaining obligation, if any, over the decision and/or impact, in good faith to the point of either agreement or impasse.

- F. The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. It is understood and agreed by the parties hereto that the Employer does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the Employer except insofar as they may be specifically described herein, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations or employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 6: SENIORITY

The Employer defines seniority as the length of continuous employment since the last date of full-time hire. Date of hire shall be defined as the first day of work. No rights or privileges shall accrue to employees based on seniority except as set forth in this Agreement.

The Employer, during the first month of July, will post a list of employees arranged in accordance with their respective seniority on a bulletin board located at all work locations.

If an employee is promoted or demoted, volunteers or forced to move to a different division, their seniority will be carried with them.

Seniority shall be lost, and the employees terminated if,

- (a) The employee quits.
- (b) The employee is discharged, provided, however, if a permanent employee's suspension or discharge is reversed under this contract, there shall be no break in seniority.
- (c) The employee is suspended for more than 60 days, the time of suspension is deducted from seniority earned, provided however, if a permanent employee's suspension or discharged under this contract, there shall be no break in seniority.
- (d) A laid-off employee is not recalled within twelve (12) months.
- (e) An employee, without authorization, fails to return at the expiration of a leave of absence, including unpaid sick leave, provided, however, if the employee is actually physically unable to give notice to the town, this clause shall not apply until he/she is able to do so.
- (f) An employee is absent from work without authorization for five (5) consecutive days provided, however, if the employee is actually physically unable to give notice to the Town, this clause shall not apply until he/she is able to do so.
- (g) The employee retires.

The Employer shall be entitled to reply upon the employee's last known address according to its records. It shall be the employee's responsibility to keep his current address on file with the Employer.

ARTICLE 7: GRIEVANCE & ARBITRATION

A. Definitions

For purposes of this Article, a grievance shall be defined as an allegation by one party to the CBA that the other party has violated a specific provision of the contract. Additionally, the term “day” shall be construed to mean “calendar day” throughout this Article.

B. Informal Procedure

An aggrieved employee and/or the Union may discuss the grievance and attempt to adjust the matter with the Superintendent or his/her designee, within ten (10) days after the event arises upon which the grievance is based.

C. Formal Procedure

- STEP 1** If the grievance is not settled informally, the grievance shall be reduced to writing, signed by the employee and the Union and submitted to the Superintendent within seven (7) days after the informal procedure has been concluded. If the informal procedure was not invoked, the grievance must be presented within ten (10) days after the event arises upon which the grievance is based. Superintendent shall respond, in writing, within seven (7) days of such submittal.
- STEP 2** If not settled at Step 1, the grievance shall be filed in a written document signed by the employee and the Union, with the Town Administrator within seven days after receipt of the Step 1 answer. Such filing should include the alleged facts that serve as the basis for the grievance, the Articles alleged to be violated and the remedy sought. The Town Administrator shall, within twenty (20) days of the filing at this step discuss the matter with the Union and provide a written decision to the Union.
- STEP 3** If the grievance is not resolved as a result of the written decision of the Town Administrator, the Union may present the grievance to the Board of Selectmen, provided, however, the grievance has been submitted within five (5) days of receiving the Answer at Step 2. The Board of Selectmen shall provide a written answer within fourteen (14) days from the date of the next scheduled Board meeting after the grievance was submitted for the Board’s consideration.
- STEP 4**
- (a) If the grievance is not resolved to the satisfactions of the grieving party at Step 3, the grieving party may submit the grievance to the Labor Relation Connection within thirty (30) days of the written Step 3 answer.
 - (b) While awaiting arbitration, the parties, by mutual written agreement, may seek assistance from the Department of Labor Relations to mediate the matter short of arbitration. Resolution of the matter through mediation must be mutually acceptable to both parties in order to avoid arbitration.
 - i. Arbitration Award and Authority of Arbitrator. The decision and the award of the arbitrator shall be final and binding on the Town and the Union.
 - ii. The Arbitrator shall have no power to add to, subtract from, or modify this Agreement and may only interpret such items and determine such issues as may be submitted to him/her by agreement of the parties, however, if the parties are unable to agree upon an issue at arbitration, the arbitrator will decide the issue.
 - (c) The parties agree that no restrictions are intended on the rights and powers of the Town through this process except those specifically and directly set forth in express language in specific

provisions of this Agreement. The arbitrator shall arrive to an award solely upon the facts, evidence and contents as presented by the parties during the arbitration proceedings.

A grievance that is not processed within the procedural timelines described above shall not be presented or considered on a later date. The last answer provided shall serve as the final resolution of the matter.

Failure of the Town to answer the grievance at any step shall be construed by the union as a denial. As such, if the Union elects to further pursue the grievance it must process the grievance to the next step within the timelines describes from the last date that the Town's answer would have been due in order to preserve its rights to further recourse through this Article.

Parties may, by mutual written agreement, waive any steps or timelines in this procedure.

Parties agree to share equally the fees and expenses associated with mediation and/or arbitration.

Unless by mutual written agreement, the parties agree that identical grievances will be processed by one grievance, the result of which shall be binding on the other grievance(s). Identical grievances herein refer to those arising out of a single incident.

ARTICLE 8: HOURS OF WORK AND OVERTIME

- A. Hours of Work: To the extent possible, consistent with efficient operation, the regular hours of employment for full-time employees under this Agreement shall be forty (40) hours per week. Employees shall be scheduled for five (5) consecutive eight (8) hour workdays, Monday through Friday. The regular work shift may begin no earlier than 7:00 a.m. and end no later than 3:00 p.m. The work schedule shall be determined by the Superintendent.
- B. Overtime: One and one-half (1½ x) times the base hourly rate set forth in this Agreement shall be paid for hours worked in excess of forty (40) hours per week eight (8) hours per day. In accordance with the provisions of the Fair Labor Standards Act, an employee may choose to take compensatory time in lieu of overtime pay. For all hours actually worked on Thanksgiving Day (12:00 A.M. to 11:59 P.M.), Christmas Day (3:00 P.M. December 24 to 11:59 P.M. December 25) and New Year's Day (3:00 pm December 31st to 6:00 pm January 1), the employee shall be paid two times (2x) his/her base hourly rate set forth in this Agreement.
- C. Out of Classification Pay: In the event no Foreman is available, overtime shall first be offered by seniority to qualified employees within the division where the work is required. Should there be a need to go outside the division due to lack of qualified members or the need for more individuals, Seniority shall be based on years of continuous service within the bargaining unit, regardless of title or division. In the event no foreman is available, the most senior qualified employee in the division, as determined by the Superintendent, shall function as the foreman. This provision shall apply to emergencies and/or ice/snow events, if, in the discretion of the Superintendent, a division foreman is needed but not available.

The Superintendent or their designee shall determine the number of employees needed to perform the overtime duties.

Out-of-Classification Pay shall be afforded unit employees working in a higher graded position. Before a lower graded employee can be paid “Out-of-Classification Pay”, the employee must be qualified to perform the duties and assigned by the Superintendent to perform the higher position duties, as defined in the Job Description. The employee must perform the duties for a minimum of 4 consecutive hours, at which time the employee will be paid six percent (6%) more of his/her permanent hourly rate.

- D. Compensatory time shall not accrue beyond a total of one hundred and twenty (120) hours. An employee will be paid for any unused compensatory time upon termination, retirement, or resignation at their straight hourly rate.
 - E. Hours worked shall include the following:
 - (a) Actual hours worked.
 - (b) Vacation time
 - (c) Holiday time
 - (d) Sick time when calculating overtime.
 - (e) Personal Time
 - F. Call Backs: Employees who are called in to work during other than normal or scheduled working hours for any reason shall be paid, regardless of how long they actually work, a minimum compensation of not less than four (4) hours at time and one-half, provided however that such compensation shall not be included in the hours worked during the day or the week for purposes of calculating overtime except to the extent of time actually worked during such period.
- Compensation under this Article is available when an employee is called in to report to duty before the start of his regularly scheduled shift and works until the regular shift commences. Compensation under this Article is not available when an employee is “held over” to work after the completion of their regular shift, or for regularly pre-scheduled work. If an employee is “held over” when a regular shift ends that employee shall be paid a minimum of one hour pay at time and one half.
- G. Call-in or call back is for a specific purpose. Except where authorized and/or in emergencies, no employee should work in excess of sixteen (16) hours straight.
 - H. Meals. All employees will be granted a paid meals periods consistent with the Fair Labor Standards Act.
 - I. Standby Pay: At the discretion of the Superintendent, employees asked to remain on standby to handle storm related work requests shall be compensated twenty-five dollars (\$25) for every 8 hours on standby. If an employee is called in from standby, he/she forfeits the twenty-five dollars (\$25) but does receive the minimum call back compensation in this agreement. Employees will not receive standby pay for snow removal activities. Employee standby is voluntary and cannot be mandated by the Superintendent.
 - J. Unique Circumstances. Snow Plowing and Removal Hours: In the event of overtime hours caused by Snow Plowing and/or Removal of snow under what is in excess of 10 hours and carries into normal work day hours, and at the Director’s discretion and approval, allows a paid release of employees during the scheduled work day on a storm-by-storm basis and/or to continue to stay on the overtime

rate when normal working hours begin. Upon completion of sixteen (16) hours of continuous work, the employee will receive a rest break of four (4) hours paid at the overtime rate.

ARTICLE 9: VACATION LEAVE

- A. Vacation leave shall be granted on a fiscal year (July 1 to June 30) basis, based on the continuous service of an employee as of the beginning of a fiscal year in accordance with the following schedule:
- (a) An employee in continuous service of the town for five (5) years or less at the beginning of any fiscal year (July 1) shall be entitled to ten (10) days of vacation leave with pay, provided, however, an employee with less than one year of continuous service shall accrue vacation at the rate of one (1) vacation day per month up to a maximum of ten (10) days for the first year of service. Vacation leave shall begin to accrue from the date of hire.
 - (b) An employee having completed five (5) years of continuous service as of the beginning of the fiscal year shall be entitled to fifteen (15) days of vacation with pay.
 - (c) An employee having completed ten (10) years of continuous service as of the beginning of the fiscal year shall be entitled to twenty (20) days of vacation with pay.
 - (d) An employee having completed ten (20) years of continuous service as of the beginning of the fiscal year shall be entitled to twenty-five (25) days of vacation with pay.
 - (e) On the employee's 5th, 10th, and 20th anniversary date, the employee shall receive one week of vacation to be used before the end of the current fiscal year.

Employees will be permitted to carry over one (1) week, equal to five (5) days of vacation time to the next fiscal year. Carryover vacation must be used in the first 6 months of the next fiscal year (by December 31) or the employee forfeits that one (1) week of vacation time. The Superintendent shall authorize vacation leave at such times, in his/her opinion, to cause the least interference with the performance of regular work of the town. Vacation leave shall not be unreasonably denied. Vacation leave may be granted in increments of not less than one-half of a workday.

Whenever employment is terminated by dismissal through no fault or delinquency on the part of the employee, or by retirement, or entrance into the military, the employee shall be paid an amount equal to the vacation allowance as earned and not granted in the vacation year prior to such termination. In addition, payments shall be made for that portion of the vacation allowance earned in the vacation year during which termination occurred up to the time of the employee's separation from the payroll.

Whenever employment is terminated by death, the estate of the deceased shall be paid an amount equal to the vacation allowance accrued in the vacation year prior to the employee's death but which the employee had not taken. In addition, payment shall be made for that portion of the vacation allowance earned in any vacation year during which the employee died up to the time of his separation from payroll.

An employee shall be granted an additional day of vacation if while on vacation leave, a designated holiday occurs.

ARTICLE 10: BEREAVEMENT LEAVE

- A. Bereavement leave, if necessary, shall be granted to all employed by the Superintendent, not to exceed five (5) paid days. Such leave may be granted only in the event the death of the employee's parent, child, spouse, domestic partner, brother, sister or parent-in-law, and for foster and stepchildren living in

the employee's household. Two (2) paid days of bereavement leave, if necessary, shall be granted to an employee by the Superintendent in the event of the death of the employee's, aunt, uncle, or grandparent, and one (1) paid day for a first cousin.

ARTICLE 11: PERSONAL LEAVE

Persons employed by the Town at the beginning of each fiscal year (July 1) shall be credited with three (3) days paid personal leave which may be taken during the fiscal year at a time or times requested by the employee and approved by the employee's department head. Any personal leave not used by an employee at the end of any fiscal year (June 30) will be forfeited. Personal leave may be granted in increments of not less than one (1) four (4) hours.

ARTICLE 12: HOLIDAYS

- A. The Town shall recognize the following holidays on the day on which the Commonwealth of Massachusetts legally observes them, and on these days employees, without loss of pay, shall be excused from all duty except in cases where the Superintendent determines that the employee is required to maintain essential town services:

New Year's Day	Memorial Day	Veterans Day
Martin Luther King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Day After Thanksgiving [floater]
Patriots Day	Columbus Day	Christmas Day
		Juneteenth

- B. An employee paid on an hourly basis shall receive one day's pay at the regular rate of the employee based on the number of hours regularly scheduled on the day in which the designated holiday occurs. If the number of hours worked varies the amount of holiday pay to which an employee is entitled shall be determined by the Superintendent.
- C. Holiday pay shall be granted to an employee provided that the employee shall have worked on the employee's last scheduled working day prior to and the next regularly scheduled working day following such holiday or was in full pay status on the preceding and following days in accordance with other provisions of these regulations or was appropriately excused.
- D. An employee whose work week is regularly Monday-Friday or, by rotation of shifts other than Monday through Friday, and whose regular day off falls on a holiday, shall be paid at the employee's regular rate for such day or fraction of such day.
- E. A unit employee may take the day after Thanksgiving off as a paid holiday, in lieu of taking Veterans' Day off as a paid holiday.

ARTICLE 13: SICK LEAVE

- A. An employee who has completed thirty (30) days of service shall accumulate one (1) day of sick leave per month and thereafter, shall be allowed leave of thirteen (13) days of sick leave for each year of service. In addition, each employee may take two (2) additional days off and designate them to be taken from accumulated sick leave.

- B. Sick leave may be granted in increments of not less than one (1) four (4) hours.
- C. Sick leave shall accumulate from year to year to a maximum of 240 days. All new employees commencing work after July 1, 2007, shall accumulate sick leave up to a maximum of 120 days. Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury or by exposure to contagious disease. Injury, illness, or disability, self-imposed or resulting from the use of alcohol or drugs, may not be considered proper claim for leave under this section. An employee may use up to ten (10) days of accumulated sick leave per year for serious illness of an immediate family member, defined as spouse, parent, or child.
- D. Light Duty. In the event that an employee is in need of "Light Duty," the Director of Public Works may structure a plan with such employee on an individual basis. The Superintendent shall authorize sick leave. Notification of illness shall be made to the employee's supervisor, if possible, prior to starting time or as soon as practical thereafter. The Superintendent may require a physician's certificate of illness after three (3) consecutive days of sick leave. The employee will be given a calendar week from request to provide physician's certificate to Superintendent.

Sick leave shall be granted for employees for medical appointments, including those of immediate family members as defined in section four (4).

Sick Leave Bank

The sick leave bank shall be administered by a Sick leave Bank Committee consisting of two (2) representatives of the Union (Corey Baird and Scott MacDonald)

ARTICLE 14: JURY LEAVE

Upon application and presentation of an affidavit of jury pay granted, employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel.

An employee must notify his supervisor within forty-eight (48) hours after receipt of notice of selection for jury duty. An employee called for jury duty who shall be temporarily excused from attendance at Court must report for work if sufficient time remains after such excuse to permit him to report to his place of employment and work.

ARTICLE 15: MILITARY LEAVE

Employees shall be paid the difference between compensation received while on temporary summer or like period of training in the military forces of the nation or the Commonwealth for a period not to exceed seventeen (17) days in any twelve-month period (fiscal year), provided, however, payment shall not be made to members of the National Guard when mobilized during an emergency in the Commonwealth.

ARTICLE 16: INSURANCE

The Town's health insurance premium contribution shall be as follows:

- 80% for Town and 20% for employees hired on or before June 30, 2017
- 70% for Town and 30% for employees hired on or after July 1, 2017

ARTICLE 17: REDUCTION IN FORCE

The Employer pursuant to Managements Rights shall do layoff or reduction of employees under this Agreement. The Superintendent shall determine layoffs by seniority, classification and qualifications of employees. Permanent employees who are laid off will be placed on the recall list for twelve (12) months. During a permanent employee’s period on the recall list, reinstatement shall be in reverse order of prior layoffs by classification, provided that he is, in the opinion of the Superintendent, qualified to perform the duties to which he is recalled. A senior employee selected for layoff shall have the right to bump a less senior employee of equal or lower graded classification in the same or another division, subject to qualifications as determined by the Superintendent.

The Town shall not use non-bargaining unit personnel to perform the duties of the bargaining unit. This shall not apply to the Town's use of prison/inmate work crews or special volunteer labor. The Town shall limit the number of inmates to the Department of Public Works to eight (8) inmates.

ARTICLE 18: DISCIPLINE

- A. Town employees shall avoid any action that might create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting Town business. Employees are expected to conduct themselves in a manner that in no way discredits the town, public officials, or fellow employees.
- B. All employees are responsible for observing regulations necessary for the proper operation of Town departments. Disciplinary actions shall be the responsibility of supervisors, department heads and appointing authorities, who shall exercise their responsibility with discretion and with concern for the employee.
- C. Discipline is intended to be corrective and progressive, and the parties recognize that more serious infractions require more significant discipline including termination in the first instance. Disciplinary action may be initiated for the failure of an employee to fulfill responsibilities as an employee. Sufficient cause for disciplinary action shall include, but is not intended to be limited to the following:
 - (a) Incompetence or inefficiency in performing assigned duties.
 - (b) Refusal to perform a reasonable amount of work or violation of any reasonable official order or failure to carry out any lawful and reasonable directions made by a proper supervisor.
 - (c) Habitual tardiness or absence from duty.
 - (d) Falsification of time sheets.
 - (e) Use or possession of illegal narcotics or alcohol while on duty.
 - (f) Misuse or unauthorized use of Town property.
 - (g) Fraud in securing appointment.
 - (h) Disclosure of confidential information.
 - (i) Abuse of sick leave or absence without leave.
 - (j) Conviction of a felony.

- (k) Violation of safety rules, practices, and policies.
- (l) Engaging in sexual harassment; and
- (m) Any situation or instance of such seriousness that disciplinary action is warranted.

The Superintendent and supervisors shall be responsible for enforcing rules and regulations. The type of disciplinary action imposed is at the discretion of the Superintendent and is dependent upon the nature of the disciplinary violation.

Disciplinary action shall include the following: oral reprimand, written reprimand, suspension, and discharge.

(a) Oral reprimand

The Superintendent or supervisor observing the action of an employee warranting disciplinary action may issue an oral warning to the employee. The oral warning shall be presented with maximum regard for minimizing embarrassment to the employee and may include a statement concerning the purpose of the warning. An oral reprimand shall be noted in the employee's personnel file.

(b) Written reprimand

The Superintendent may issue a written warning including reasons for the warning and an offer of assistance on the part of the Superintendent in correcting the unsatisfactory situation. Copies of the written warning shall be placed in the employee's personnel file and carry a specified period in which the behavior shall be improved.

(c) Suspension

With sufficient cause, the Superintendent may suspend an employee without pay for a period or periods not to exceed twenty (20) working days in any twelve (12) month period. Suspension may be in lieu of oral reprimand, written reprimand, and disciplinary probation and may be effective immediately. Within forty-eight (48) hours of the effective date of the suspension the employee shall be provided with a written notice stating the reasons for and the length of the suspension.

(d) Discharge

An employee may be discharged for unsatisfactory job performance, violation of Town regulations, or after the exhausting of other disciplinary procedures. The Superintendent shall provide the employee with a written notice stating the reason or reasons for the discharge and the effective date of the discharge.

ARTICLE 19: PERSONNEL FILES

Each employee shall have the right to inspect his/her personnel file during regular business hours and to make copies, at his expense, of any documents contained therein. Personnel records shall be considered confidential and only the employer, employee, or Union, with the employees signed authorization, shall have the right to view or copy said records. Employees shall receive a copy of anything placed in their personnel file.

ARTICLE 20: UNPAID LEAVE OF ABSENCE

The Superintendent may, at his discretion, grant leaves of absence without compensation for periods not exceeding thirty (30) days duration without loss of seniority or benefits and employees shall be entitled to return to the same position held at the time the leave of absence was granted.

ARTICLE 21: SAFETY

The Town shall recognize an advisory safety committee comprised of two department employees, appointed by the Union, which will meet every two months to discuss safety issues with the Superintendent. The Union will cooperate with the Employer in encouraging employees to observe all safety regulations prescribed by the Employer and to perform their work in a safe manner. It is the obligation of each employee to be responsible for his or her safety and to know and observe safety rules and practices.

To the extent practicable and at the discretion of the Superintendent, at least two (2) employees shall be present when heavy equipment and chainsaws are in use.

ARTICLE 22: CLOTHING

The Town shall provide a Uniform Allowance per employee, to purchase the employee's uniform and equipment. as follows:

7/01/2023 \$1,200

ARTICLE 23: LICENSE RENEWAL REIMBURSEMENT

Section 1. The Town shall pay, up front, for renewal costs for all licenses required and/or desired by the Town (e.g. CDL, hydraulic, drinking water, pesticide). In the event that new licenses are required, the Town shall pay initial costs. If a bargaining unit member leaves the Town's employ within two (2) years of hiring, the employee shall reimburse the Town for the cost of all licensing (to be deducted from last paycheck).

Section 2. Full time employees shall be eligible for reimbursement of tuition, registration fees for work related courses at any Massachusetts state college or university, or other pre-approved institution of higher learning to improve the employee's knowledge and skills provided that:

- (a) The course has the Superintendent's approval;
- (b) Is limited to two (2) classes per year;
- (c) And is related to their existing job function.

Section 3. When an employee is taking a required and approved class that is given during the employee's regularly scheduled working hours, the employee will be paid their regular wage while attending class. Employees required to take any classes outside of the employee's regularly scheduled working hours will receive overtime pay consistent with the FLSA. Whenever possible, classes will be taken during normal business hours.

Section 4. If an employee has a license that was a requirement of a division and the employee has since taken a position in a new division, the Town will be responsible for payment of that license renewal, provided that the Town paid for the initial license.

ARTICLE 24: SEPARABILITY AND STABILITY OF AGREEMENT

In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect. No agreement, understanding, alteration, or variation of the Agreements terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

ARTICLE 25: BULLETIN BOARDS

The Department of Public Works shall provide a bulletin board of reasonable size and space in each work area for Union notices concerning Union business and activities. Parties to the Agreement, both of whom may use the bulletin board for notices, agree that no notices will be posted which contain denunciatory, inflammatory or political material.

ARTICLE 26: WAGES

Bargaining Unit positions shall be compensated according to the following hourly pay schedules reflected in Appendix A to this agreement, which reflect base wage increases in each year of the contract, as follows:

Effective July 1, 2023	2%
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Bi-Weekly Pay - The Union acknowledges that the Town may implement bi-weekly pay in accordance with M.G.L. Chapter 149, section 148. The Town agrees that if it implements bi-weekly pay, it will have an obligation under M.G.L. Chapter 150E to bargain over the impact if such impact bargaining is requested by the Union. Bi-weekly pay shall, if implemented, require at least ninety (90) day advance notice to employees and shall be implemented Town-wide or not at all. Bi-weekly pay shall in no event begin prior to July 1, 2014.

Water Division Stand-by Compensation - In accordance with DEP 310 CMR 22.11B(2)(c), Public Water System Certified Operator staffing requirements, the Town recognizes it *shall have operator available to respond to emergencies within one (1) hour at all times.*

- a. A Stand-by pay provision shall be in effect for those unit members required to operate the public water system on weekends, and to remain on standby, in accordance with DEP 310 CMR 22.11B(2)(c).
- b. Compensation for operator on duty shall be 1½ times his/her regular hourly rate of pay for four (4) hours each day. In the event changes to the relevant DEP Regulations are promulgated (i.e. less restrictive conditions), the Contract shall be re-opened to modify the compensation stipulated in the clause.
- c. Wages will reflect an hourly stipend equal to the following:
Effective July 1, 2023 \$.33
more an hour for the Water Department.

All compensation shall be made via Direct Deposit.

ARTICLE 27: EMPLOYEE EVALUATIONS

Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance will:

- (a) Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievances.
- (b) Serve as an important motivational tool and improve the quality of job performance.
- (c) Enhance the ability to achieve Affirmative Action goals through improved supervisor-employee communication.
- (d) Base personnel actions on objective, accurate and fair performance appraisals.
- (e) Monitor the performance of probationary employees on a timely basis.

Performance evaluation is the review and rating of all factors relevant to an employee's effectiveness on the job. It involves observation, guidance, training and open communication between the employee and supervisor. For it to be of significant benefit to both the individual employee and the employer, it should be a continuous process.

Performance evaluation should be seen primarily as a developmental tool. Its purpose is to assess an employee's job-related strengths and weaknesses and develop his/her competence to the fullest. In a correctly executed evaluation, the supervisor and the employee work together to find the means by which the employee's ability can be strengthened and directed.

Performance evaluation of an employee shall be made annually by the supervisor within sixty (60) days prior to the anniversary date of initial hire or appointment to present position with the exception of a probationary employee who shall be evaluated at the completion of the first three (3) months of service. Such evaluation will be recorded in writing on the form attached hereto and shall be made on the basis of the following criteria:

- (a) Quality and quantity of work.
- (b) Work habits
- (c) Work attitudes
- (d) Working relationships with others.
- (e) Supervisory ability (if employee supervises others).

Each employee shall receive a written copy of their evaluation and shall be entitled to discuss the evaluation with their immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned to review the performance evaluation. For the purpose of this Article, the term immediate supervisor shall mean an individual who is outside of the bargaining unit.

The Superintendent's Office shall receive and sign off on all evaluations from the immediate supervisors. Evaluations will be sent to the Town Administrator's Office to be held in the confidential employee/personnel files consistent with privacy and employment laws. and shall retain such evaluations, together with any recommendations made on the basis of any such evaluation, and any evidence or materials submitted in support of such evaluation, in the respective personnel file of each employee.

evidence or materials submitted in support of such evaluation. in the respective personnel file of each employee.

ARTICLE 28: UNION DEVELOPMENT

- A. Union officers will receive a leave of absence without pay for one week per fiscal year subject to two (2) weeks' notice for one (1) union officer to attend training.
- B. One (1) union officer will be permitted to time off without loss of pay for the investigation and processing of grievances and arbitration limited to a maximum of two (2) hours per grievance.
- C. The union negotiations committee will be granted time off with pay to prepare for negotiations. not to exceed ninety (90) minutes per session. The negotiations committee will be permitted to use municipal facilities to prepare. The committee must be limited to two (2) members of the union during working hours.
- D. Negotiations committee members will be granted time off. without loss of pay during working hours. to conduct negotiations.
- E. Union members will not receive compensation in any form for negotiations conducted outside of the normal working hours.

ARTICLE 29: DURATION

This Agreement shall become effective on July 1, 2023, and terminate on June 30, 2024. In the event of any classification study, the Union shall have full access to the process and the results. Either party may notify the other party of its desire to modify this Agreement by written notice by First Class mail, postage prepaid. Should neither party send a notice to modify or terminate this Agreement as provided in Section 2, this Agreement shall be considered to have been automatically renewed until such time as a successor Agreement is reached.

IN WITNESS WHEREOF, the Agreement has been executed this 27th day of June in the Year 2023, by and between the parties herein.

FOR THE TOWN OF LANCASTER



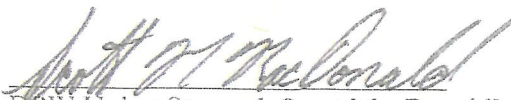
Kate Hodges, Town Administrator

FOR THE UNION

Mary O'Brien 6/27/2023

Mary O'Brien 6/27/2023 (Jun 27, 2023 13:50 EDT)

AFSCME, Council 93, Local 3720



DPW Union Steward, Scott MacDonald

6/27/2023

Appendix A: Wage Schedules

**DPW -
HIGHWAY/CEMETERY**

TRUCK DRIVER

		LABORER	LABORER	HEO	FOREMAN
	2%				
FY2023	1	17.29	18.58	20.76	22.57
	2	18.01	19.32	21.60	23.51
	3	18.76	20.12	22.52	24.49
	4	19.56	20.98	23.46	25.56
	5	20.38	21.86	24.43	26.61
	6	21.23	22.78	25.44	27.69
	7	22.11	23.71	26.49	28.84
	8	23.01	24.69	27.58	30.03
	9	23.93	25.68	28.69	31.24

DPW - WATER

TRUCK DRIVER

		LABORER	LABORER	HEO	FOREMAN
	2%				
FY2023	1	17.61	18.90	21.08	22.89
	2	18.33	19.64	21.92	23.83
	3	19.08	20.44	22.84	24.81
	4	19.88	21.30	23.78	25.88
	5	20.70	22.18	24.75	26.93
	6	21.55	23.10	25.76	28.01
	7	22.43	24.03	26.81	29.16
	8	23.33	25.01	27.90	30.35
	9	24.25	26.00	29.01	31.56

TRUCK DRIVER

		LABORER	LABORER	HEO	FOREMAN
	2.0%				
FY2024	1	17.64	18.95	21.18	23.02
	2	18.37	19.71	22.03	23.98
	3	19.14	20.52	22.97	24.98
	4	19.95	21.40	23.93	26.07
	5	20.79	22.30	24.92	27.14
	6	21.65	23.24	25.95	28.24
	7	22.55	24.18	27.02	29.42
	8	23.47	25.18	28.13	30.63
	9	24.41	26.19	29.26	31.86

TRUCK DRIVER

		LABORER	LABORER	HEO	FOREMAN
	2.0%				
FY2024	1	17.96	19.28	21.50	23.35
	2	18.70	20.03	22.36	24.31
	3	19.46	20.85	23.30	25.31
	4	20.28	21.73	24.26	26.40
	5	21.11	22.62	25.25	27.47
	6	21.98	23.56	26.28	28.57
	7	22.88	24.51	27.35	29.74
	8	23.80	25.51	28.46	30.96
	9	24.74	26.52	29.59	32.19







Lancaster DPW Union Contract - 2023-2024

Final Audit Report

2023-06-27

Created:	2023-06-27
By:	Kate Hodges (khodges@lancasterma.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAG1CZSwhX3RQ6sNLMFHSBKHLuVbi-o_cy

"Lancaster DPW Union Contract - 2023-2024" History

-  Document created by Kate Hodges (khodges@lancasterma.net)
2023-06-27 - 5:11:07 PM GMT
-  Document emailed to mobrien@afscme93.org for signature
2023-06-27 - 5:11:23 PM GMT
-  Email viewed by mobrien@afscme93.org
2023-06-27 - 5:48:48 PM GMT
-  Signer mobrien@afscme93.org entered name at signing as Mary O'Brien 6/27/2023
2023-06-27 - 5:50:10 PM GMT
-  Document e-signed by Mary O'Brien 6/27/2023 (mobrien@afscme93.org)
Signature Date: 2023-06-27 - 5:50:12 PM GMT - Time Source: server
-  Agreement completed.
2023-06-27 - 5:50:12 PM GMT

