

AGREEMENT
BETWEEN
THE TOWN OF CHELMSFORD
AND
CHELMSFORD PUBLIC WORKS ASSOCIATION
HIGHWAY EMPLOYEES
FY2020 - FY2022

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This Agreement made between the Town of Chelmsford, hereinafter sometimes referred to as the "Town" and Chelmsford Public Works Association, herein after sometimes referred to as the "Union".

Article 1. Recognition

In recognition of the fact that a majority of the employees in the Town's Highway Department have chosen the Union as their collective bargaining representative, the Town hereby recognizes the Union as the exclusive bargaining representative for all permanently appointed employees in all matters pertaining to wages, hours, and conditions of employment. This bargaining excludes managerial employees and temporary employees.

Article 2. Participation in Unions

(a) The Town recognizes the right of any employee in the bargaining unit to become a member of the Union, and will not discourage, discriminate, or in any other way interfere with the right of any employee to become and remain a member of the Union.

(1) No employee employed in the bargaining unit shall be required to join the Union, but it shall be a condition of employment that all present employees, 30 days from the execution of this Agreement, and all future employees, 60 days after their employment, who voluntarily choose to become a member of the Union, shall remain such during the term of this Agreement. Employees who do not wish to become Union members, however, shall pay a monthly fee for services to the Union, in lieu of dues, fees, and assessments. Such fee for services shall be equal to the monthly membership dues.

(2) The Union hereby agrees to relieve the Town and its agents and representatives of any liability for any adverse action taken against any employee pursuant to this section which may later prove to have been improperly taken.

(b) The Town will not aid, promote, or recognize any other union or organizations which purport to engage in collective bargaining, or make any agreement with any such union or organization for the purpose of undermining the Union.

(c) No elected or appointed official of the Town shall participate in the management of the Union or act as its representative if such activity would be incompatible with his/her official duties.

Article 3. Non-Discrimination

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, and that such persons shall receive the full protection of this Agreement.

Article 4. Voluntary Deduction from Wages

During the life of this Agreement, in accordance with the terms of the form of authorization of check-off hereinafter set forth as Appendix #1, the Town agrees to deduct Union membership dues, levied in accordance with the Constitution of the Union, or non-member service fee from the pay of each employee who executes or has executed such a form and remit the aggregate amount to the Union, along with a list of employees who have had said deductions made.

Article 5. Union Representative

(a) Representatives of the Union shall be permitted to confer with employees within the bargaining unit at reasonable times during working hours for the purpose of discussing, investigating, and processing grievances, provided that such activities do not interfere with the performance of the employees' duties and provided that prior approval is given by the Highway Superintendent, whose approval shall not be unreasonably withheld but shall be final.

(b) The Town shall recognize one Chief Steward and one Alternate Steward to be designated by the Union and whose names shall be given to the Highway Superintendent. Stewards shall not be discriminated against, or penalized because of their Union activities. The Stewards shall not alter or amend any provisions of the Agreement. The Town further agrees that the Highway Superintendent, at his/her convenience, will meet, upon request, with the Chief Steward to discuss and if possible, resolve any problems that may arise affecting the employees.

Article 6. Rights of Management

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

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

Article 7. Employee Grievance Procedures

The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Highway Department for the prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. Therefore, an employee shall have the right to present any matter of personal concern to his/her immediate supervisor for adjustment without the necessity of intervention of the Union, as long as such adjustment is not inconsistent with the terms of the Agreement, provided, however, that the Chief Steward shall be advised of the existence of such matter of personal concern and with the approval of the employee, will be given an opportunity to be present, as an observer during discussions between the employee and his/her supervisor to resolve the problem. All other problems, defined as grievances, should be processed in accordance with the following procedures.

(a) Grievance Defined

A grievance shall be defined herein as a specific and direct violation of the specific provisions of this Agreement.

(b) Grievance Steps

Step 1 - The grievance shall be presented in writing to the Highway Superintendent within ten days of the occurrence of the event giving rise to the grievance shall contain:

- (a) Name and classification of the employee.
- (b) Nature of the grievance and the contract provision involved
- (c) Steps taken to resolve grievance informally.
- (d) Requested remedy.
- (e) Signature of the employee or employees involved.

The Highway Superintendent shall give his/her answer in writing within ten working days of receipt of the grievance.

Step 2 - If the employee or Union are not satisfied with the answer given by the Highway Superintendent, the grievance may be submitted to the Town Manager who will consider it as soon as possible, but no later than 21 working days after receipt of the grievance. Written grievances processed to the second step shall be submitted within 5 working days after receipt of the Highway Superintendent's answer.

(c) Arbitration

If the grievance is not resolved by the answer of the Town Manager as provided above, either party may, within 15 days after such answer, upon written notice given to the other party, submit the grievance to arbitration in accordance with the voluntary rules of the American Arbitration Association.

No dispute or controversy shall be a subject for arbitration unless it involves a specific and direct violation of express language of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Town except those specifically and directly set forth in express language specific provisions of this Agreement. The arbitrator shall arrive at his/her decision solely upon the facts, evidence, and contentions as presented by the parties during arbitration proceedings.

In determining whether there is a specific and direct violation of express language of a specific provision of this Agreement, it is agreed that the only criterion to be applied is the plain meaning of express language in the Agreement and that evidence of past practice, past or present policy, and oral statements made during negotiations or at any time by either of the parties, shall be inadmissible to prove the meaning of express language, and shall not be considered by the arbitrator.

(d) Discipline Defined

Disciplinary action or measure shall include only the following:

- (1) Oral reprimand.
- (2) Written reprimand.
- (3) Suspension.
- (4) Discharge.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance. If an employee is reprimanded, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Article 8. Seniority, Promotions, Layoff and Recall, Leave of Absence

Section 1. Seniority

Seniority means the length of employment by the Town in a position covered by this Agreement. An employee will acquire seniority after completing a one year probationary period, and his/her seniority shall then date from the beginning of his/her employment which shall include contiguous consecutive time spent as a temporary employee. The termination of a probationary employee shall be a determination of the Town and not subject to the grievance procedure. Work assignment shall be on the basis of seniority within each class.

Seniority shall accumulate while on sick leave or for absence caused by an on-the-job accident.

Seniority shall terminate when an employee: (a) voluntarily terminates his/her employment; (b) is discharged for cause; (c) exceeds an official leave of absence; (d) is laid off for a period of 12 consecutive months.

Section 2. Promotions and Vacancies

Permanent vacancies in all department bargaining unit positions shall be posted for a period of 5 successive working days. Employees who desire said positions shall so notify the Highway Superintendent in writing within the time period set forth in the posting. The position shall be filled in accordance with the following procedures.

(a) Preference shall be given to applicants from within the department in accordance with their seniority, subject to their qualifications for the position.

(b) If there are no qualified applicants from the bargaining unit, the position may be filled by a new employee, who shall be subject to Section 1 of this article.

(c) An existing member of the bargaining unit promoted to a higher position within the bargaining unit shall be deemed to be probationary within that position only for a period of six (6) months, after which the employee shall have seniority in that position dating back to the date of promotion. For the purposes of this probationary period time spent in a position pursuant to a temporary re-classification (see below) shall count toward the six (6) month probationary period. Notwithstanding the foregoing, provided an employee holds a hoisting license a newly promoted employee will be given 12 months to obtain all additional, required certificates, licenses, endorsements, etc. for a higher position once promoted into the position. The failure to obtain all required certificates, licenses, endorsements, etc. within that 12 month period shall result in the employee being returned to the lower position. Upon promotion, an employee shall be given in writing a list of all certificates, licenses, endorsements, etc. that must be obtained within the 12 month period.

Temporary vacancies in all department bargaining unit positions shall be filled in accordance with the following procedures:

(a) If an absence of a bargaining unit employee is anticipated to last fourteen (14) or more days, a temporary re-classification shall be made to fill the temporary vacancy. The employer shall post for a period of 5 successive working days the temporary vacancy and shall fill it with the most qualified bargaining unit employee expressing an interest in the position. When choosing between candidates with equal qualifications, the most senior employee shall be offered the position first.

(b) Temporary vacancies anticipated to last less than fourteen (14) days shall be filled by the senior most qualified bargaining unit employee expressing an interest in the position and subject to the needs of the division.

Section 3. Reduction in Force

In the event a reduction in force is required, the most junior employees in the classification shall be subject to layoff. The employee thus affected may exercise his/her seniority in an equal or lower rated classification, provided he/she has the experience to

perform the duties of the classification. Ability to perform the duties of the classification shall mean the experience to perform the duties of the classification in accordance with his/her seniority.

Section 4. Information

The Town shall furnish to the Union, during the life of this Agreement, a list of all employees in the bargaining unit, showing name, address, date of birth, length of service, classification, and rate of pay.

Section 5. Leave of Absence

A leave of absence will be granted in accordance with the existing and applicable Personnel Rules and Regulations of the Town. The employee shall make the request to the Highway Superintendent citing the reasons for the request. The Superintendent may grant the leave of absence without compensation, and shall notify the Town Manager of his/her decision. Employees granted an unpaid leave of absence shall not be eligible for any Town benefits, except that employees on a medical leave of absence without available sick leave shall be allowed to remain on the Town health insurance plan for six months beyond their last day on the Town payroll. Such employees shall be responsible for 100% of the premiums associated with participation in the plan.

Article 9. Compensation and Fringe Benefits

It is understood between the parties that this Agreement constitutes the entire Agreement and further understood that it is the intention of the parties to incorporate into this contract those provisions of the Town Personnel By-laws, which are consistent with the terms of this Agreement and which were in effect June 30, 1974.

Section 1. Compensation

Employees shall be classified and receive compensation in accordance with the Classification and Compensation Schedule set forth as Appendix #1. Payroll will be processed bi-weekly.

The number of Equipment Operators and Junior Operators shall be as determined by the Highway Superintendent to meet the needs of the Highway Division. Unless specifically assigned to work outside of classification, by management officials, an employee shall not be paid at the higher classification rate for working outside of classification. An employee who performs an incidental task that is part of the duties of a higher classification shall not be deemed to be performing the work of the higher classification. (e.g., a truck driver who loads his own truck with the use of a front-end loader is performing an incidental task) Employees who hold a higher classification may be assigned and perform the duties of a lower classification, provided such work does not result in a loss of an overtime opportunity.

Section 2. Overtime

Overtime by the classification shall be divided as equally as efficient operations permit among bargaining employees (or credited to them). A record of same will be maintained by the Highway Superintendent and will be available for examination by the Chief Steward upon request. Employees on double time who are called back to work within 3 hours will continue to receive double time pay.

Section 3. Hours of Work

The regular work week for the bargaining unit shall be 40 hours worked between Wednesday midnight to Wednesday midnight 7 days later. All hours worked in excess of 8 hours in one day or 40 hours in one week will be compensated at one and one-half time the employee's hourly rate of pay, except those worked on a Sunday or Holiday or in excess of 16 consecutive hours in any one day will be compensated at two times the employee's hourly rate. There will be no pyramiding of overtime.

Section 4. Call-in-Pay

Employees not on call who are recalled to work after their regular scheduled time shall be entitled to a minimum of 4 hours pay. Employees who work over 4 hours shall receive a minimum of 8 hours overtime compensation. Employees classified as Sr. Working Foreman, or Working Foreman, shall be listed on a rotating or on call schedule of a week's duration that shall include the Assistant Superintendent.

Section 5. Health and Safety

It shall be the policy of the Town and the Union to promote the health and safety of employees covered by this Agreement, by strict adherence to the rules for prevention of accidents and/or occupational diseases. The Town will make available Tetanus and Hepatitis shots.

Section 6. Health and Welfare

It is agreed that should any changes occur in the laws affecting health and welfare plans, the parties shall enter into the discussions to decide whether any changes in this Agreement shall be made.

Section 7. Work Clothes and Equipment

The Town agrees to provide such essential equipment of clothing as the Town deems necessary for the employee to perform his duties. Any dispute which may arise over what is essential or necessary equipment or clothing may be made the subject of a grievance. New Coveralls will be supplied for all mechanics.

Section 8. Paid Time Off

Paid Time Off (PTO) provides eligible staff with the opportunity to take time away from work without loss of compensation. The PTO program is an inclusive time off program intended to use for vacations, short-term illnesses, personal business, family care, and other needs which may require time off from work.

Effective January 1, 2014, all eligible full-time employees shall earn PTO monthly based on the date of hire and length of continuous employment with the Town as follows:

Years of Service	Accrual Rate Per Month	Annual PTO Accrual*	Maximum Accrual**
Thru 5 years	1.5 days or 12 hrs	18 days or 144 hrs	28 days or 224 hrs
Start of 6 yrs to 10 yrs	2 days or 16 hrs	24 days or 192 hrs	34 days or 272 hrs
Start of 11 years to 20 yrs	2.5 days or 20 hrs	30 days or 240 hrs	40 days or 320 hrs
Start of 21 yrs	2.9166 days or 23.33 hrs	35 days or 280 hrs	45 days or 360 hrs

*Annual PTO accruals are based on an employee having 2080 paid hrs/yr (40 hrs/wk).

**No PTO hours will accrue beyond the maximum accruals listed.

After completing 90 calendar days from start of employment with the Town of Chelmsford, employees may begin using earned PTO in one (1) hour increments.

At the implementation of PTO, January 1, 2014, each employee will be credited with previously earned vacation leave from their anniversary date and may combine this time with any unused personal leave as of December 31, 2013 to the maximum accrual stated above.

You are eligible for short term disability coverage for up to 90 calendar days when unable to work for five (5) consecutive days due to illness or non-work related injury. A physician's certification will be necessary. If you are unable to return to work after 90 calendar days, the Town will provide long term disability at 60% of base wages for up to 24 months from the start of the disability period.

Scheduled PTO

Scheduled PTO requests will be granted so as not to impair the mission of the Highway Department. Where necessary, conflicts in the use of scheduled PTO will be resolved on the basis of seniority. Contiguous and consecutive time spent working as a temporary employee shall count toward scheduled PTO eligibility.

A scheduled PTO request shall be posted in the department on or before March 1 of each year. Each employee eligible for scheduled PTO shall submit his/her first and second vacation choice by March 15. The approved scheduled PTO shall be posted on or before

April 1 of each year. An employee desiring a scheduled Winter PTO request between January 1st and April 1st shall submit a request to the Highway Superintendent at least sixty (60) days prior to the beginning of the period being requested.

All requests for scheduled PTO, except for scheduled Winter PTO, shall be submitted in writing at least seven (7) days in advance of the dates requested by the employee; provided, however, that in the event of a serious, unforeseeable emergency, permission to take scheduled PTO leave will not be unreasonably denied.

Scheduled PTO requests will be authorized by the department heads at times, in the opinion of the department heads, as to cause the least interference with the performance of regular work of the Town.

Scheduled PTO shall not be unreasonably denied. Department heads shall take into account the preference of employees as much as possible.

Termination

Upon leaving, being terminated or retiring, employees shall be paid the balance of all earned PTO up to the date of separation.

Death

Upon the death of an employee, the estate of the deceased shall be paid the balance of all earned PTO.

Sick Leave Buy Back

Employees shall have their accumulated sick time frozen at the accumulated time and dollar value as of June 30, 1994. This time and dollar amount will be bought back at the time of the employee's retirement or death. Retirement shall be defined in accordance with MGL Chapter 32. Accumulated sick time for buy-back purposes shall not exceed 135 days.

Employees may continue to accumulate sick days beyond the total amount frozen on June 30, 1994, but shall not have these days bought back.

Employees may use sick days from the frozen buy-back accumulation and will have dollar value of buy-back reduced in accordance with their daily rate. Employees utilizing sick days from the frozen buy-back may earn sick time back up to the buy-back accumulation on June 30, 1994. In no event shall employees be entitled to receive more in time or value than that which exists on June 30, 1994.

The dollar value of accumulated sick time that is available for buy back shall be adjusted each fiscal year by the Contract established cost of living increase.

Sick Leave Balance

For employees on the Town payroll prior to January 1, 2014, the Town will maintain a record of each employee's total sick leave balance which includes sick leave buy back. Employees may only use this sick leave to supplement their pay while receiving workers' compensation, long term disability or approved Family and Medical Leave.

SHORT TERM AND LONG TERM DISABILITY

Effective January 1, 2014 the Town shall provide employees working 2,080 hours or more per year with short term disability at 100% of base wages for up to 90 calendar days after an employee is unable to work for five (5) consecutive days due to illness or injury. A physician's certification will be necessary. The employee will be required to provide periodic updates to the Town while out due to medical reasons. At the Town's expense, the employee may be required to obtain a second opinion. The Town reserves the right to send an employee on STD/LTD leave to a fitness-for-duty evaluation during the leave to determine their present fitness for duty. Employees are required to notify their Department Head of their anticipated return to work within five (5) days of the effective return date if possible. A physician's certification will also need to be submitted *to the* Department Head indicating that the employee is cleared to return to work with or without restrictions.

If the employee is unable to return to work after 90 calendar days with or without accommodation, the Town will provide long term disability to employees at 60% of base wages for up to 24 months from the start of the disability period. As described in Section 6.3-2 above, employees with a previous sick leave balance may use this time to supplement base pay up to 100%. The employee will continue to be responsible for paying their portion of health, dental and life insurance premiums during this period.

Section 9. Holidays

Employees in the bargaining unit shall be entitled to the following holidays:

New Years Day	Martin Luther King Day	President's Day
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas Day

One-half day*, the day before Christmas

One-half day*, the day before New Year's Day

*One-half day=11:00 a.m.

Employees must work a full day or shift on the scheduled workday or shift before and after a paid holiday. Exceptions include Vacation Day, Personal Day, Bereavement Leave or Sick Day with doctor's note unless waived by Highway Superintendent.

Section 10. Clothing Allowance

An annual clothing allowance of \$475 (increase to \$550 on 7/1/17) shall be granted to employees covered by this Agreement. The Highway Superintendent shall reimburse each employee, upon presentation of receipts, for clothing purchased. Receipts for payment will be processed no later than five (5) weeks. The Highway Superintendent, at his option may require a uniform shirt (all same color) with the Department or Town name sewn on the pocket. Such names as required will be supplied by the Town. Uniforms may be modified from June 1, to September 1 at the discretion of the Highway Superintendent.

Section 11. Full Employee Call Out

Upon the need to utilize all department sanding equipment for a major sanding operation, the Town will call out all bargaining unit members within the Highway Division. This provision will be in force during the term of this contract. Continuation of this provision in subsequent contracts will require the approval of both parties.

Article 10. Resolution of Differences by Peaceful Means

The Union and the Town agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered, it will not authorize, instigate, sanction, or condone any work stoppage or delay or any concerted refusal to perform normal work duties on the part of any employee or group of employees covered by this Agreement. Recognizing that the foregoing is the stated public policy of the Commonwealth, it is understood and specifically agreed that any employee who engages in such activity shall be suspended or terminated at the option of the Town, and the suspension or termination shall not be the subject of arbitration.

Article 11. Bulletin Boards

The Town shall provide space in a conspicuous place in the Garage to be used as a place for posting Union notices. No such notice, except meeting notices signed by the Chief Steward, shall be posted unless it has been approved by the signature of the Highway Superintendent, which approval shall not be unreasonably withheld.

Article 12. Injured Pay

An amount of \$3,000.00 will be available per contract year to provide bargaining unit members of the Highway/Cemetery who are injured on the job with up to two (2) days paid time off within the first five days of an injury. Injured pay will be approved by the Superintendent on a first need basis, when supported with a physician's note. This provision will be in force during the term of this contract. Continuation of this provision in subsequent contracts will require the approval of both parties.

Article 13. Longevity

Longevity payments shall be provided to each regular full-time employee covered by this agreement. Longevity is to be paid twice in the fiscal year at an annualized rate, the first week in December and the first week in June.

10-15 years	\$1,500
15-20 years	\$2,250
20-25 years	\$3,000
After 25 years	\$3,750

Article 14. Jury Leave

Employees shall be paid the difference between their regular week's pay and the compensation they receive for jury duty, provided they report for work on each regularly scheduled working day when excused from such duty. A certificate setting forth the amount received by the employee for jury duty shall be required prior to such payment.

Article 15. Condition of Employment

Section 1. Alcohol Prohibited

No alcohol or other prohibited substances shall be used or possessed by an employee during the workday of such employee including coffee breaks and lunch breaks. Failure to comply with this condition may constitute just cause for dismissal.

Section 2. Loss of Licenses

The employment classification of Truck Driver-Laborer, Equipment Operator, Junior Operator, Lead Mechanic and Mechanic require the holding of a valid Commercial Drivers License ("CDL"). The Town shall pay for CDL and Hydraulics license renewal. In the event of a suspension of a CDL, employees will be assigned to vehicles that do not require a CDL and will be paid a rate mid-way between Truck Driver-Laborer and Laborer. This assignment shall be restricted to no more than 24 months at which time the employee will be required to have a CDL and return to the classification of Truck Driver-Laborer.

Upon reinstatement of RMV License (regular driver's license) and prior to reinstatement of CDL, Operator and Junior Operator shall be returned to full rate.

In the event an employee loses use of an ordinary Driver's License said employee will be assigned to the classification of Laborer for a period of not greater than 13 months at which time the employee will be required to possess a valid license.

The second loss of driver's license within a three (3) year period will be cause for dismissal.

Article 16. Validity

The invalidity of any provisions, whether judicially declared or otherwise, shall not affect the remaining portions of this Agreement.

Article 17. Stability of Agreement

No agreement, understanding, alteration, or variation of this Agreement shall bind the parties hereto unless made in writing and executed by the parties hereto. The failure of the Union or the Town to insist, in any one or more incidents, upon performance of any terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance shall continue in full force and effect.

The Union and the Town agree that the following constitutes the complete list of privileges, conditions of employment or customs (also known as "Past Practices"), except as may be provided elsewhere in this contract:

1. Work week - Monday through Friday Hours 7:00 a.m. - 3:30 p.m. Hours from June 15th – September 7th will start and end 1 hour earlier, 6:00 a.m.- 2:30p.m. due to hot temperatures.
2. Coffee break mid-morning: may use coffee shop or restaurant in area where working at the discretion of Superintendent.
3. Lunch - 12:00 - 12:30 p.m. Reasonable wash up time allowed not more than five minutes immediately preceding lunch.
4. Half day off before Christmas Day (half day equals 4 hours). If Christmas falls on Saturday, all day Friday will be a holiday. If Christmas falls on Sunday, Monday will be considered a holiday.
5. Half day off Summer Day Outing.
6. Half day off before New Year's Day.
7. Compensatory time off of one half day if required to work on a half day holiday.
8. Shop Steward to be allowed 2 hours off per week for Union business; Shop Steward is allowed to investigate grievances on work time.
9. Pay for work in higher classification when performed will be a minimum 4 hours pay at the higher rate.
10. Seasonal night-shift; 12:00 a.m.-8:00 a.m. Starting December 1st and ending no later than May 15th.

11. Until the term of this agreement, two members will be permanently assigned to seasonal second shift from 3:15 pm to 11:15 pm to start no later than December 15 and ends no sooner than March 15 and no later than May 15. Same shift differential of 6% stipend as current third shift to work from 11:00 pm to 7:00 am. Both sides evaluate second shift for possible continuation into future years.
12. Highway employees in first, out last on any day-to-day operations on either straight time or overtime.
13. Effective 7/1/17, each member shall attend at least one annual job related training course to be determined by the DPW Director.

Article 18. Light Duty

Section 1. An employee of the bargaining unit who is incapacitated from regular duty because of injuries, illness or disability may be required to perform light duty on either a full-time or part-time basis, notwithstanding any provision of the law to the contrary, provided the assignment is supported by the physician providing the treatment for the employee's illness/injury and there are light duty tasks available that the employee is capable of performing. Light duty shall mean duties currently performed by bargaining unit employees.

Section 2. Any bargaining unit employee otherwise entitled to Workers' Compensation under applicable State law and any applicable provision of the Collective Bargaining Agreement who is assigned to light duty under the provisions of this agreement shall continue to be identified for all medical bills, etc., as provided by law. In the event that the employee only works partial weeks under this provision, the remainder of the employee's wages shall be paid in accordance with M.G.L. c. 152.

Article 19. Duration of Agreement

Section 1. Term

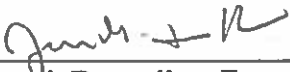
This Agreement shall become effective on July 1, 2019 and shall remain in force and effect until midnight June 30, 2022 or until a new contract is agreed upon, and from year to year thereafter unless terminated or modified as hereinafter set forth, provided that any portion thereof which by law requires Town Meeting action shall not become effective until such action.

Section 2. Termination or Modification

Should either party desire to modify or terminate this Agreement at the end of the period specified above, notice of such modification or termination must be sent to the other party by certified U.S. Mail. In no case may a termination or modification notice be sent less than (30) days prior to the termination date herein agreed.

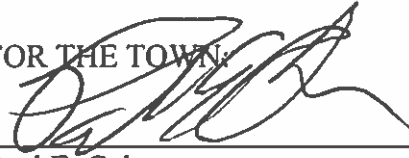
Dated this 13th day of December, 2019 at Chelmsford, Massachusetts

FOR THE UNION:




Joseph Donnellan, Esq.
Chelmsford Public Works Assoc.

FOR THE TOWN:



Paul E. Cohen
Town Manager



Peter Ciardi, President
Chelmsford Public Works Assoc.

APPENDIX 1 – Highway Compensation Schedule

	Working Foreman	Equipment Operator	Junior Operator	Truck Driver/Laborer	Laborer	Lead Mechanic	Mechanic
7/1/2019							
Step 1	\$30.13	\$29.07	\$27.14	\$25.50	\$21.25	\$29.37	\$29.07
Step 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Step 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/1/2020							
Step 1	\$30.13	\$29.07	\$27.14	\$25.50	\$21.25	\$29.37	\$29.07
Step 2	\$30.73	\$29.65	\$27.69	\$26.01	\$21.68	\$29.96	\$29.65
Step 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7/1/2021							
Step 1	\$30.13	\$29.07	\$27.14	\$25.50	\$21.25	\$29.37	\$29.07
Step 2	\$30.73	\$29.65	\$27.69	\$26.01	\$21.68	\$29.96	\$29.65
Step 3	\$31.34	\$30.24	\$28.24	\$26.53	\$22.11	\$30.56	\$30.24

Shift Differential: 6%

An employee assigned to operate the Wing Plow during snow plowing operations shall receive \$.50 more per hour from December – March (17 Weeks).

APPENDIX 2 – Classification System/Job Summaries

1. Working Foreman

As determined by the Highway Superintendent, oversees a work crew to ensure the safe and efficient performance of the duties assigned by the Highway Superintendent, competently operates all Highway Division heavy equipment, to include, but not limited to: Front-end loader, street sweeper, sidewalk broom, backhoe, roller, sidewalk blower, sidewalk plow, and road grader. Perform Truck Driver/Laborer duties as needed. Commercial Driver's License as required by equipment type. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

2. Equipment Operator

As determined by the Highway Superintendent, competently operates all Highway Division heavy equipment, to include, but not limited to: Front-end loader, street sweeper, sidewalk broom, backhoe, excavator (track and rubber tired), roller, sidewalk blower, sidewalk plow, road grader and catch basin cleaner. Perform Truck Driver/Laborer duties as needed. Commercial Driver's License (Class B) required and Hoisting License as required by equipment type. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

3. Junior Operator

As determined by the Highway Superintendent, competently operates some but not all types of Highway Division heavy equipment, to include, but not limited to: Front-end loader, street sweeper, sidewalk broom, backhoe, roller, sidewalk blower, sidewalk plow, road grader and catch basin cleaner. Perform Truck Driver/Laborer duties as needed. Commercial Driver's License (Class B) required and Hoisting License as required by equipment type. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

4. Truck Driver/Laborer

Operate sanders and dump trucks and perform manual labor tasks to include, but not limited to, patch pot holes, cut brush, clean and repair catch basins, clean drainage lines, assist in installing drainage pipes. Plow snow, snow removal, sanding and salting operations. Perform drainage and sidewalk construction projects, sweep sidewalks and streets; replace street signs. Commercial Driver's License (Class B) required. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

5. Head Mechanic

Supervises and performs skilled manual work in the maintenance, repairs and overhaul of trucks, specialized construction and maintenance equipment and other automotive or related motorized equipment. Locate, diagnose and correct defects and malfunctions in motor vehicles and specialized equipment. Locates and coordinates purchase of replacement parts and any new equipment, tools, etc. Maintain and prepare records of repair and replacement of parts. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

6. Mechanic

Maintains and repairs trucks, tractors, compressors, sprayers, sweepers, pay loaders and other specialized municipal construction and maintenance equipment including accessories and appurtenances. Disassembles, overhauls and rebuilds transmissions, clutches, and assemblies by replacing worn and broken parts. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.

7. Laborer

Perform manual labor tasks to include, but not limited to, patch pot holes, cut brush, clean and repair catch basins, clean drainage lines, assist in installing drainage pipes, sanding, salting, and snow removal. Sweep sidewalks and streets; replace street signs. The above are typical tasks regularly performed, but additional related tasks of equivalent skills and responsibilities are performed as service requirements change.