

MEMORANDUM OF AGREEMENT
BETWEEN THE
TOWN OF CHELMSFORD
AND
CHELMSFORD PUBLIC WORKS ASSOCIATION
September 23, 2016

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 ~~ninety (90) days~~ (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) For the purpose of this section, qualified for the position shall mean having sufficient experience so as to perform the duties of the position after a trial period of five days. Employees who have performed the duties of the position the equivalent of 5 days at any time prior to the posting shall be entitled to a 5 day trial period at the position, at the discretion of the Highway Superintendent. The Superintendent, shall make the determination if any employee is able to~~

~~perform the duties of his/her position and the Superintendent's decision shall not be subject of an arbitration proceeding.~~ **(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).**

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

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 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.

(a) 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.

Article 9

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 Town commits to having more Equipment Operators than Junior Operators. The number of Equipment Operators and Junior Operators shall be as determined by the Highway Superintendent to meet the needs of the Highway Division. ~~Any Truck Driver/Laborer working outside classification will be paid at the Junior Operator rate.~~ **An employee working outside classification shall be paid at the rate of the higher classification.**

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.**

(Strike through deletes current language. Bold is the proposed language).

Section 10. Clothing Allowance

The following is effective July 1, 2017:

Article 17. Stability of Agreement

Increase annual clothing allowance from \$475 to \$550.

13. Each member will receive ~~\$500.00 per fiscal year for attending~~ (shall attend at least) one annual ~~required~~ job related training course to be determined by the DPW Director,

Light Duty:

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.

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 indemnified 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.

2. Article 18. Duration of Agreement

Section 1. Term

3 year agreement, amend to read: This Agreement shall become effective on July 1, 2016 and shall remain in force and effect until June 30, 2019 or until a new contract is agree 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.

3. Appendix 1 – Highway Compensation Schedule.

Agree to increase wages 2%, 2%, 2% each year of the agreement to read:

	7/1/16	7/1/17	7/1/18
Sr. Working Foreman	\$29.1617	\$29.9049	\$30.5029
Working Foreman	\$27.9969	\$28.7168	\$29.2911
Equipment Operator	\$26.9968	\$27.6968	\$28.2507
Junior Operator	\$25.1867	\$25.8504	\$26.3674
Truck Driver/Laborer	\$23.4006	\$24.0286	\$24.5091
Provisional Truck Driver/ Laborer	\$21.4006	\$21.9886	\$22.4283
Laborer	\$19.6353	\$20.1880	\$20.5917
Lead Mechanic	\$27.2869	\$27.9926	\$28.5524
Mechanic	\$26.9969	\$27.6968	\$28.2507
Shift Differential	6%		

Wing Plow:

Amend \$.20 per hour for Wing Plow operator per storm to \$.50 per hour from December – March (17 Weeks) to read:

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

Add:

Placement upon hiring: An employee hired to perform truck driver/laborer duties on or after July 1, 2016 shall be classified as a Provisional Truck Driver/Laborer until such time as the employee meets the probationary period as set out in Article 8, Section 1. Upon the completion of the probationary period the employee shall be reclassified as a Truck Driver/Laborer for pay purposes until such time as the employee is further reclassified in accordance with this agreement.

Sr. Working Foreman: The parties agree that the position of Sr. Working Foreman will expire upon the position becoming vacant, but no later than 6/30/19.

Working Foreman: In addition to the position of Sr. Working Foreman, the Employer agrees to employ at least one, but not to exceed three, member(s) of the bargaining unit in the position of Working Foreman.

4. APPENDIX 2 – Classification System/Job Summaries

Add :

1. **Senior 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, 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.

2. **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, 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.

Amend to read:

Equipment Operator

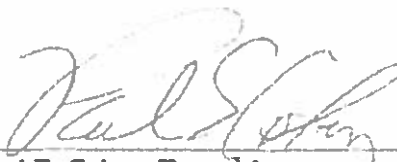
As determined by the Highway Superintendent, competently operates all Highway Division heavy equipment, to include, but not limited to: Front-end loader, street sweeper, sidewalk broom, backhoe, excavator (track and rubber tired), roller, sidewalk blower, sidewalk plow, road grader and catch basin cleaner, and roadside mower. 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.

FOR THE UNION:



Joseph Donnellan, Atty.
Chelmsford Public Works Association

FOR THE TOWN:



Paul E. Cohen, Town Manager