

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE TOWN OF AYER**

**AND**

**THE AYER DEPARTMENT OF PUBLIC WORKS (AFSCME 93/LOCAL 1703)**

**April 15, 2016**

Now comes the Town of Ayer, ("TOWN") and the Ayer Department of Public Works (AFSCME 93/Local 1703) ("UNION) and for good and valuable consideration agrees as follows:

WHEREAS, the Town and the Union have been negotiating for a successor contract to the collective bargaining agreement; and

WHEREAS, the Town and Union, subject to ratification by the Ayer Board of Selectmen and the Union have come to terms relative to a new agreement between the Parties; and

WHEREAS, the Parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement;

NOW, THEREFORE, the Town and the Union agree as follows:

1. The existing Agreement shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated with the successor agreement. The Collective Bargaining Agreement represents the entire Agreement between the Parties.
2. The existing Agreement is amended as follows:
  - a. Term of Agreement:  
July 1, 2016 to June 30, 2019
  - b. Base Wages: 2% base wage and license increment increase on July 1, 2016  
*See Appendices B1 & B2*  
2% base wage and license increment increase on July 1, 2017  
  
2% base wage and license increment increase on July 1, 2018
  - c. Amend Article 1 "Recognition" by striking: "and the office manager" in line 2 and by striking "General Foreman" and replacing with "Town Engineer" in line 3.

- d. Amend Article 4 “No Discrimination” by striking the current wording and replacing it with the following: “The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, disability, religion, color, sex, national origin, ancestry, age, genetic information, marital status, military service, gender identity and sexual orientation”
- e. Amend Article 7 “Union Dues and Agency Fees” by striking the word “weekly” in line 4 and replacing it with “biweekly”
- f. Amend Article 11 “Extremes of Weather” by striking the word “unreasonable” and replacing it with “unreasonably”
- g. Amend Article 12, “Seniority, Section 6(b) by replacing the following: “Wastewater Treatment Plant” with “Wastewater Division”; “Solid Waste Disposal” with “Solid Waste Division”.
- h. Amend Article 14 “Overtime”, Section 4, paragraph 6 by striking the title “Office Manager” and replacing with “Business Manager”
- i. Amend Article 21 “Vacations”, Section 1 by striking the phrase “credited with” in line 1 with the word “granted” and to replace the following figures as follows:  
.83 vacation days per month to 10 days/1.25 vacation days per month to 15 days/1.67 vacation days per month to 20 days/2.08 vacation days per month to 25 days
- j. Amend Article 22 “Sick Leave”, Section 9 be deleted.
- k. Amend Article 26, “Leaves of Absence”, Section 1 by adding after the word “Superintendent” in the last sentence “and the Board of Selectmen”
- l. Amend Article 28 “Uniforms and Protective Clothing”, Section 1 by adding the following: “\$350 on the first payroll in July and \$350 on the first payroll in January. Employees hired between bi-annual clothing allowance payments will be paid a pro-rated clothing allowance of an amount equal to \$58.33 for each month of employment from their date of hire through the month prior to the next scheduled bi-annual clothing allowance payment; this payment will be included in the employee's first paycheck from the Town.”
- m. Amend Article 28 “Uniforms and Protective Clothing”, Section 2 ii by striking “Administration – Appropriate Office Attire”
- n. Amend Article 30 “Labor-Management Rights”, Section 1 by striking “general foreman” in the 3rd line.

- o. Amend Article 34, "Miscellaneous Provisions" by striking Section 9 and replacing all relative Sick Leave Bank Materials as Appendix D.
- p. Amend Article 34, "Miscellaneous Provisions" by striking Section 12.
- q. Amend Article 9 "Discipline and Discharge", Section 1.3 by adding the following: "and in Town vehicles"
- r. Amend Article 12, "Seniority", Section 6(c) to read the following: "Notwithstanding the above, the Town shall be permitted to lay off on the basis of seniority up to three employees in units other than the Wastewater Division and Water Division before any layoffs occur in the Wastewater Division and Water Division."
- s. Amend Article 19 "Clean-Up Time", Section 1 to read the following: "Labor service employees shall be granted reasonable time – not to exceed 15 minutes for cleanup prior to the end of the employee's daily time worked.
- t. Amend Article 22, "Sick Leave" by adding a Section 9, to read the following: "An employee must call in sick within 30 minutes of the scheduled start of the workday and must speak (emails, texts and/or voicemails are not acceptable) with his or her Division Foreman. The Division Foreman must then call the DPW Administrative Office and notify the DPW Superintendent, the DPW Business Manager or the DPW Assistant"
- u. Amend Article 28 "Uniforms and Protective Clothing", Section 1 by adding:  
"SECTION 1A Employees who have formally processed their intent for retirement are not eligible for their clothing allowance if their retirement date is within six (6) months of their bi-annual distribution described in Section 1."
- v. Amend Article 24 "Personal Lave", Section 1 to read the following: "Employees shall earn three (3) days, equaling 24 total hours" of personal leave per year usable in 2 or more hour increments.
- w. Amend Article 34 "Miscellaneous Provisions" by striking Section 1.1 and replacing a new Section 12 with the following: "All current and future employees covered under this Agreement are required to have direct deposit for all pay"
- x. Amend Article 34 "Miscellaneous Provisions" by adding a new Section 13 to read the following: "By October 1, 2016, the Town must display leave accruals (personal, sick and vacation) on employee's paystubs.

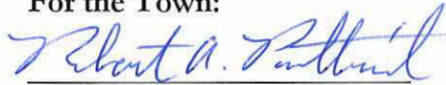
- y. Amend Article 38 "Longevity", Section 1 to read the following: "Longevity pay shall be paid in the following manner for employees covered by the terms of this agreement:
    - a. \$300 after five (5) years of continuous service to the Town of Ayer.
    - b. \$50 a year for each successive year thereafter until reaching a cap of \$1,300.  
New Appendix D
    - c. Longevity pay is paid on the first payroll following an employee's anniversary date of full time employment."
  - z. To amend Article 22 "Sick Leave", Section 8 to read the following: "Upon retirement from the Ayer Department of Public Works with a pension from the Middlesex County Retirement System after a minimum of twenty (20) years of service to the Town of Ayer, employees covered under the terms of this agreement will be compensated for any unused sick leave hours at a rate of 50% of their regular rate of pay at their retirement date in an amount not to exceed \$6,500."
  - aa. Amend Appendix B1 "Base Wage and Required Licenses" by renaming Appendix B1 to "Base Wages" and by restructuring the current pay schedule with a pay schedule that includes steps for base pay and separately indexed license increments, thereby creating a new Appendix B2 "License Scale"
  - bb. Amend contract by adding new Appendix B2 "License Scale" to include .10/h increase for employees in the Highway Division or the Solid Waste Division who have successfully obtained and maintained a 4G Hoisting/Flailing License
  - cc. Amend Appendix B2 "License Scale" to include the following: "The parties mutually agree to open the contract solely for the purposes of negotiating the rates of any new federally or state mandated licenses."
  - dd. Amend contract by adding new appendix B3 "Weekend Shift Differential" to include a 2% shift differential per hour for hours worked on Saturday and Sundays at the Transfer Station.
  - ee. Amend Appendix B2 "License Scale" by replacing the following figures:
 

<u>License Type</u>	<u>Current/Hour</u>	<u>Effective July 1, 2016</u>
CDL – A	.15	.35
CDL – B	.10	.30
Hydraulic	.15	.35
3. The terms of this Memorandum of Agreement are subject to Ratification of the Union and the Ayer Board of Selectmen.

4. The funding for this Memorandum of Agreement and its Collective Bargaining Agreement are subject to Appropriation by the Ayer Town Meeting.

The Parties mutually agree to the terms of this Memorandum of Agreement on April 14, 2016.

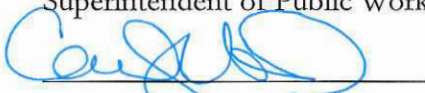
**For the Town:**



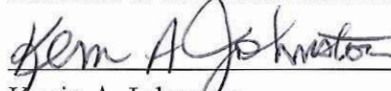
Robert A. Pontbriand  
Town Administrator



Mark L. Wetzel  
Superintendent of Public Works

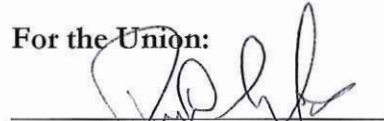


Carly M. Antonellis  
Assistant to the Town Administrator



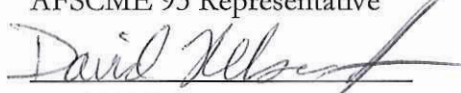
Kevin A. Johnston  
Benefits/Payroll Manager

**For the Union:**



Richard Linde  
President

Nadine Kennedy  
AFSCME 93 Representative



David Nelson, Jr.  
Secretary



Doug Jaspersen, Foreman  
Highway Division

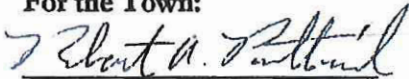
Bryan Copeland  
Wastewater Division

Andrew Jackson, Foreman  
Solid Waste Division

4. The funding for this Memorandum of Agreement and its Collective Bargaining Agreement are subject to Appropriation by the Ayer Town Meeting.

The Parties mutually agree to the terms of this Memorandum of Agreement on April 14, 2016.

**For the Town:**



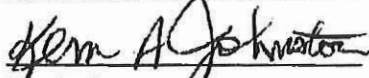
Robert A. Pontbriand  
Town Administrator

\_\_\_\_\_  
Mark L. Wetzel

Superintendent of Public Works

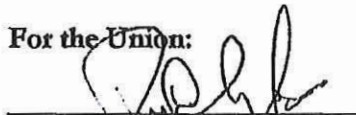


Carly M. Antonellis  
Assistant to the Town Administrator



Kevin A. Johnston  
Benefits/Payroll Manager

**For the Union:**



Richard Linde  
President



Nadine Kennedy  
AFSCME 93 Representative



David Nelson, Jr.

Secretary



Doug Jaspersen, Foreman  
Highway Division

\_\_\_\_\_  
Bryan Copeland  
Wastewater Division

\_\_\_\_\_  
Andrew Jackson, Foreman  
Solid Waste Division