COLLECTIVE BARGAINING AGREEMENT

TOWN OF AYER
AND
DEPARTMENT OF PUBLIC WORKS
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO
STATE COUNCIL 93, LOCAL 1703

July 1, 2019 - June 30, 2022

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This Agreement entered into by the Town of Ayer, hereinafter referred to as the Employer, and Local 1703, State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment

ARTICLE 1: Recognition

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all non-professional employees of the Public Works Department, Town of Ayer, excluding the Superintendent, all other administrative staff, temporary/seasonal (less than six months) and part time employees working less than 20 hours per week, and all other employees of the Town of Ayer as defined in the Labor Relations Commission, MCR 2020, certified January 9, 1975, and as later modified for the purpose of negotiations with respect to hours, wages, and conditions of employment under the provisions of Chapter l50E of the General Laws of the Commonwealth of Massachusetts.

Section 2: The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such labor group for the purpose of undermining the Union, or changing any conditions contained in this agreement.

Section 3: The Union recognizes the Employer as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair any power, right or duty conferred upon the employer by Statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the Employer retains all powers, rights and duties that it has by law without such exercise being made the subject of any grievance or arbitration proceeding hereunder.

ARTICLE 2: Severability

Section 1: Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise effected by any legislation (federal or state) or should any provision of this Agreement be found to be in violation of any federal or state law Chapter 150 E General Laws by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement.

Section 2: Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof

ARTICLE 3: Employer's Management Rights

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the exclusive right to manage the department, direct the working forces, contract and sub-contract, procedures, the schedules and work assignments. The right to hire, layoff, promote or demote, transfer, assign, discipline or discharge, maintain discipline, require the observance of the Employer's reasonable rules and regulations, determine and maintain equitable standards of performance, attain and maintain efficiency in the exclusive and sole right of the employer. Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Manager, Board of Selectmen, Superintendent of Public Works, or other appropriate officials as may be authorized to act on their 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 of public works. The selectmen may exercise their rights under this section without said actions being subject to the grievance and arbitration clause of this contract.

ARTICLE 4: No Discrimination

Section 1: 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.

ARTICLE 5: No Coercion

Section 1: The Employer of the Town of Ayer agrees that they or their agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Ayer for his participation in recognized Union activity as defined under Chapter 150 E of the General Laws of Massachusetts.

Section 2: The Union agrees that there will be no coercion by members against any employee for any reason. The Union further agrees that there will be no coercion or discrimination because of his non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee, foreman, General Foremen or Superintendent for his adherence to any provision of this Agreement or order of instruction issued by the Employer or his representatives.

ARTICLE 6: Strikes and Work Stoppages

Section 1: It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services from the Employer, such employee shall be subject to disciplinary action, including discharge, and the employee shall have the right to take up, under the grievance and arbitration provisions of this Agreement, only the question of whether or not he engaged in, induced or encouraged such strike, work stoppage, or slowdown, or withholding of services from the Employer.

ARTICLE 7: Union Dues and Agency Service Fees

Section 1: Employees may tender membership dues by signing the Authorization for Payroll Deductions from dues form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off and Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the biweekly pay of each Employee who voluntarily executes or has executed such form and remit the aggregate amount to the Treasurer of Local 1703 along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2: The Employer shall require as a condition of employment during the life of this Agreement, that each employee covered by this agreement shall on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, pay an agency service fee to the Union; and the Employer agrees to deduct from each employee's earnings the amount authorized by each employee and transmit said amount to the Treasurer of Local Union No 1703, in accordance with the terms of the Authorization of Payroll Deduction for Agency Service Fee form, and not a statement or restatement of law.

ARTICLE 8: Drug and Alcohol Policy

The Employer shall implement a drug and alcohol policy as shown in Appendix A.

ARTICLE 9: Discipline and Discharge

Section 1: The Employer shall have the right to discharge, suspend or discipline any employee for just cause, which shall include but not be limited to, the following grounds; being under the influence of drugs, an employee having drugs in his/her possession and or consumption of alcoholic beverages or intoxication while on duty (see Appendix A); insubordination; falsifying time records, or giving false information in connection with time records; theft; willful and deliberate damage or destruction of materials or equipment; unauthorized absence from work, except in emergencies; gambling while on duty and persistent or serious infraction of reasonable rules or instructions promulgated by the Employer, said reasonable rules or instruction include but are not limited to the following:

1. When an employee performing one type of duty is assigned to perform another type of duty, the employee may be supervised by the foreman supervising in the assigned work and must carry out the work as assigned.
2. All employees are responsible for tools received to perform assigned work, and these tools must be returned when the work is completed. Any tool broken on the job must be returned to the Foreman so arrangements can be made to repair or replace it.
3. No smoking in posted "No Smoking" areas and in Town vehicles.
4. Employees must be courteous with the Public at all times.
5. Employees must respect and observe all local, state and federal safety rules and regulations.

Section 2: Any grievance relating to the discharge or discipline of an employee may be taken up and determined under the grievance and arbitration provisions of this Agreement except as otherwise specifically limited in this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement; a grievance involving discharge must be in writing and must be received by the Employer within three working days from the date of discharge. In the event a grievance involving discharge is not filed within such time, the discharge shall be deemed to be for just cause and shall not be subject to arbitration. A grievance involving discharge shall start at Step 2 of the grievance procedure.
Subject to the foregoing, the Superintendent shall have the authority to suspend employees for up to five (5) working days. Any appeal of such discipline shall be pursuant to the grievance procedure in Article 10 starting at Step 3.

ARTICLE 10: Grievance and Arbitration Procedure

The parties agree that a grievance is a complaint involving the interpretation or application of any provision of this agreement. No grievance shall be considered unless a meeting regarding the alleged grievance is requested, in writing, within three calendar (3) days of the alleged action or inaction, which is the subject of the alleged grievance. The parties

further agree that it shall be in the best interest of the parties to settle grievances at the lowest step in the procedure.

The number of days in each step (Steps 1- 4, inclusive) of the grievance procedure shall specify calendar days with a seven (7) calendar day filing period.

The parties may mutually agree to extend the time limits in this article provided that such extensions are agreed to in writing. If the grievance is not responded to by the town within the time limits, at any step, it shall be considered to have been denied and the union may proceed to the next available step.

Step 1- The first step of the procedure shall be an informal verbal conference with the general foreman unless the complaint involves the general foreman. If the grievance involves the general foreman then step one may be bypassed. Any disposition of a grievance at this level must be put in writing and must be approved by the Superintendent. If the matter is not resolved at this level, the grievant may, within fourteen (14) calendar days of receipt of the written step 1 decision, proceed to step 2. If the position of general foreman is not filled, the grievance process shall start at Step 2.

Step 2- The second step of the process shall be a written statement sent to the Superintendent, and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) calendar days after the receipt of the grievance by the Superintendent. The decision of the Superintendent shall be confirmed in writing no later than fourteen (14) calendar days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) calendar days of the written step 2 decision, proceed to step 3.

Step 3- The third step of the process shall be a written statement sent to the Town Manager and it shall contain the following: the name of the grievant, the specific contract provision alleged to have been violated, the date of the alleged violation, and the remedy sought. A copy of the Superintendent's decision must be included. A meeting to discuss this grievance shall be held promptly, but not later than fourteen (14) calendar days after the receipt of the grievance by the Town Manager. The decision of the Town Manager shall be confirmed in writing no later than fourteen (14) calendar days after the close of the grievance meeting. If the matter is not resolved at this level the grievant may, within fourteen (14) calendar days of the written step 3 decision, proceed to step 4.

Step 4 - If the matter is not resolved at this level then either the union or the town may, within fourteen (14) days of the written step 3 decision submit the matter to the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties as is allowed by Massachusetts General Laws. The arbitrator shall be requested to submit his/her decision within thirty (30) calendar days after the close of arguments or the submission of briefs.

The arbitrator shall be without power or authority to add to, subtract from, or modify any of the terms of this agreement, and in reaching his/her decision, he/she shall interpret the agreement in accordance with the commonly accepted meaning of the words used herein and the principle that there are no restrictions intended on the rights or authority of the Employer other than those expressly set forth herein.

The parties may, by mutual consent, submit more than one pending grievance to the same arbitrator for consideration.

The expenses for the arbitrator shall be borne equally by the parties.

ARTICLE 11: Extremes of Weather

Section 1: Except in cases of Emergency, when the temperature becomes, either hot or cold, the continuance of the assigned work will be at the discretion of the Superintendent. Such discretion shall not be unreasonably exercised. However, the Superintendent may re-assign the employees to areas where the heat or cold is not so oppressive as to place a hardship on the employees.

ARTICLE 12: Seniority

Section 1: Each employee will be credited, for purposes of this seniority article, with his/her continuous and unbroken length of service while in the Employer's employ in the Public Works Department computed from the date of his most recent employ.

Section 2: A newly hired, regular, full-time employee shall be considered a probationary employee for the first twelve (12) months of his employment. A probationary employee may be discharged as exclusively determined by the Employer, and no such discharge of a probationary employee may be made the subject matter of the grievance or arbitration provisions of this Agreement. A probationary employee who is continued in the employ of the Employer beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire.

Section 3: The principles of first the Employer's exclusive judgment of the employee's skill, ability, performance and experience, and secondly seniority shall control in cases of promotion and transfer. The employee so promoted or transferred shall be on trial for the first six (6) months. In the event that an employee so promoted or transferred does not possess the required license he/she shall have an extended probationary period. The extended period shall last until the employee notifies the employer of the results of said license exam. The employee must take the next scheduled exam. The Employer may, at any time within that probationary period, return the employee to his/her former job or a comparable position of like status and pay.

Section 4: In cases of promotion and transfer, the reasonableness of the Employer's judgment with respect to skill: ability, performance and experience may be made the subject matter of the grievance and arbitration provisions of this Agreement. In the event that an arbitrator should determine that the judgment of the Employer in the matter of skill, ability, performance and experience was unreasonable, the Employer shall not be obligated to pay an employee any so-called back pay unless the Arbitrator finds that the Employer's judgment or, the matter of such skill, ability, performance and experience was made in bad faith.

Section 5: An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause or retirement. However, if an employee returns to work in the Public Works Department in any capacity within 90 days, the break in continuous service shall be removed from his record discounting the period of time he was absent from his position.

Section 6A: The principle of unit wide seniority shall be controlling in all cases of decrease of the working force as well as preference in days off and choice of vacation for all employees hired on or before April 2, 1977.

Section 6B: Employees hired after April 2, 1977, shall, for purposes of determining the order of layoffs and recalls, be placed in the following separate seniority units:

1. Wastewater Division
2. Highway Department
3. Solid Waste Division
4. Water Department

Layoffs of employees shall occur in the units to be reduced in inverse order of seniority.

Section 6C: 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.

Section 6D: Laid off employees shall have a right of recall to the position from which they were laid off for a period of one (1) year. It shall be the responsibility of the laid off employee to keep the Town informed of the employee's current address. The Town will send by registered mail, return receipt requested, notice of any vacancy to which the laid off employee has recall rights. If the employee refuses the recall offer or fails to respond within five (5) calendar days of either receipt of the notice or first attempt to deliver the notice - whichever is first - all recall rights will terminate.

Section 7: An Employee, who resigns, in writing or is discharged for just cause, shall lose his seniority.

ARTICLE 13: Hours of Work

Section 1: The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

Section 2: The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except for emergency assignments, weekend standby, water system flushing and employees assigned to the Solid Waste Division.

Section 3: The normal workday shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift within regular starting and quitting time.

Section 4: Except for emergency and peak workload situations, work schedules shall not be changed arbitrarily. The present shift schedules are regarded as satisfactory at the time of the execution of this Agreement. This shall not limit the Employer's right to change such schedules provided it is understood that indiscriminate or arbitrary changes shall not be made in such schedules. Should the Union feel that the changes are arbitrary, said changes in the work schedule are subject to grievance and arbitration.

Section 5: Except for emergency situations, the work schedule now in effect will be continued unless the employer finds it necessary due to conditions beyond his control, and for the best interest of the Town to make changes.

A.	Administration Division	7:00 AM -3:30 PM	Monday-Friday	(1/2 Hour Lunch)
B.	Water Division	7:00 AM - 3:30 PM	Monday-Friday	(1/2 Hour Lunch)
C.	Highway Division	7:00 AM - 3:30 PM	Monday-Friday	(1/2 Hour Lunch)
D.	Sewer Division	7:00 AM - 3:30 PM	Monday-Friday	(1/2 Hour Lunch)
E.	Solid Waste Disposal	7:00 AM - 3:30 PM	Mon, Tue, Wed, Sat & Sun	(1/2 hour Lunch)

* SUMMER HOURS - During the period of the first Monday in April through the Friday following Labor Day, the working hours for Water, Sewer, and Highway will be from 6:00 AM to 2:30 PM with a 1/2 hour lunch period.

The Solid Waste Disposal Division/Transfer Station shall be open Wednesday, Saturday and Sunday from 7:00 AM – 3:00 PM year round.

ARTICLE 14: Overtime

Section 1: Reasonable overtime shall be expected to be worked when emergency conditions and peak load situations require that overtime be worked.

Section 2: During periods of emergency, overtime will be expected to be worked except when the employee is excused as a result of illness or when otherwise excused by the Employer or his representative. Overtime not worked will be charged as worked in an effort to equally and impartially distribute overtime by classification.

Section 3: An employee covered by this Agreement shall be paid overtime at the overtime rate for work authorized in excess of eight (8) hours in one day, or forty (40) hours in any given week. Overtime pay shall be paid to employees on the pay period immediately following the period that an employee has worked overtime.

Section 4: Standby for Water, Highway and Sewer shall rotate among the three senior qualified personnel in each department as agreed upon by the Superintendent and the division foreman. In the Water and Sewer divisions qualification includes having the appropriate licenses.

Hours of standby shall be all non-regular work hours during the period of 7:00 A.M. Friday to 7:00 A.M. the following Friday. Hours of standby shall be all non-regular work hours during the period of 6:00 A.M. Friday to 6:00 A.M. Friday during summer hours. On a

rotating basis, among the three senior qualified personnel in each department, one employee will receive twenty (20) hours of pay at the regular rate for weekly standby. The standby employee from the water and sewer divisions will receive two (2) hours of overtime each day for Saturday and Sunday. If either employee is required to work longer than the two hour period on Saturday and/or Sunday, that employee will be compensated at the overtime rate for the hours worked over the two hours.
Standby employees shall receive one-half (1/2) day standby pay when on standby on half-day holidays.

The standby employee from the highway division will be compensated five (5) hours of straight pay for the holiday standby coverage. The two standby employees from the water and sewer divisions will be compensated five (5) hours of straight pay for the holiday coverage and two (2) hours overtime pay for the holiday coverage. This compensation is in addition to weekly standby pay.

The standby employee must "clock-in" and "clock-out" when reporting for routine standby coverage and when responding to a call-in. Employees are responsible for notifying the Business Manager and/or Superintendent of their "standby" or "call-back" time.

Section 5: Should an employee be recalled to work after his regularly scheduled shift has ended or while on standby and should there be insufficient work to retain the employee for four (4) hours, he will be paid 1 1/2 times his straight time hourly rate for time worked in excess of eight (8) hours on a daily basis or he will be guaranteed four (4) hours at his straight time hourly rate, whichever is greater, but, without duplication. On call in for salting and sanding a guarantee of four (4) hours minimum will apply only once during any twenty-four (24) hour period.

When callbacks overlap, the 4 hour minimum shall apply as follows: The employee shall be guaranteed straight time pay from the start of the first call to 4 hours after the end of the second call unless one and one half times four hours is greater. For example: If an employee is called in at 5 PM and again at 7:00 PM, the employee will be compensated at straight time from 5:00 PM until 11:00 PM, not 5:00 PM – 9:00 PM and also 7:00 PM – 11:00 PM.

Section 6: To the extent practical, overtime shall be equally and impartially offered and distributed by classification among qualified personnel who ordinarily perform such related work in the normal course of the week. The Employer, Union and employees agree to cooperate in the matter of overtime. Overtime offered and/or assigned and not worked will be charged as worked to such employee in determining equality of overtime

distribution by classification, which normally performs such related work.

Section 7: Should temporary or part-time employees be utilized on an emergency basis, the temporary and part-time employees will be relieved of work on a daily basis at the same time as or not later than the regular employees are relieved on a daily basis. It is the mutual intent of the Employer and the Union that temporary help will not be used in overtime work in any way to take overtime away from regular employees. if an extreme or unusual situation arises it shall be discretionary with the foreman on the job to keep temporary or part-time men on overtime work for a limited period of time.

Section 8: The Employer or his representative, normally the General Foreman, shall keep records in time books by calendar quarter of the overtime worked or charged in lieu of work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Foreman of the division involved.

Section 9: Should there be discrepancies between the employees within the same P.W. Classification, the Employer will be given thirty calendar days to remedy the discrepancies within reason before the subject of equal or impartial distribution of overtime is made a matter of grievance and arbitration.

Section 10: If an employee is required to work on a holiday he/she shall be paid holiday pay plus the overtime rate.

Section 11: During periods of emergency, if an employee is called in for overtime he/she will clock in on the time clock within sixty (60) minutes from the time they receive the call.

Section 12: The Transfer Station Foreman shall receive one hour of Standby Pay per week to receive calls after hours or on days off relating to the scheduling of Transfer Station matters.

ARTICLE 15: Job Posting and Bidding

Section 1: When a position covered by this Agreement becomes vacant, such vacancy shall, when the Employer fills it, be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. Within ten (10) working days after the last day for employees to apply, the Employer shall award the position first on the basis of the Employer's exclusive judgment of the

employee's skill, ability, performance and experience and secondly on the basis of seniority as defined in Article 12 of this Agreement.

Section 2: The successful applicant shall be given a six (6) month trial and training period in the new position at the applicable rate of pay. The term "applicable rate of pay" is defined as follows:

1. Should the successful applicant be applying for a posted job in a higher P.W. classification or be promoted to a higher rated job, he will be transferred at the next higher rate in the applicable P.W. Classification.

2. Should the successful applicant be applying for a Posted job in the same P.W. Classification, he will be transferred at his own rate.

3. Should the successful applicant be applying for a Posted job in a lower P.W. Classification, he will be transferred to the rate closest to his current rate in the applicable P.W. Classification not to exceed the maximum to top step in the rate range of the P.W. Classification to which he is being transferred.

Section 3: If at any time during the trial and training period, the Employer determines that the employee is not qualified to perform the work, he shall be returned to his old position and old rate.

Section 4: If no applicant is qualified, the Employer may fill the position from outside the bargaining unit.

Section 5: When an Employee is temporarily assigned to a higher classification for a period over 15 days he shall receive the scheduled wages of such higher classification starting with higher rate of pay to be paid retroactively back to day 1 of working under higher classification.

ARTICLE 16: Union Representatives

Section 1: A written list of Union Stewards and their representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

Section 2: The steward, or his designee, shall be granted reasonable time off during normal working hours to investigate and settle grievances without loss of pay. Such reasonable time off shall be discretionary with the Superintendent. Should the investigation of the

grievance continue beyond his normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after the quitting time.

Section 3: Two members of the bargaining unit, provided they be duly authorized delegates, may be granted a leave of absence, at the discretion of the Superintendent, not to exceed two days in any one calendar year for the purposes of attending seminars and meeting, including conventions, of the Council, State or National bodies of the Union. Such leave, if granted shall be without loss of straight time pay not to exceed eight hours per day for each day of the two-day leave for each of the two delegates.

ARTICLE 17: Meal Periods

Section 1: All employees shall be granted regular meal periods which shall be scheduled at the middle of the normal workday whenever possible. Time allowed for meal periods during the regular workday shall not constitute a part of the paid workday.

Section 2: Employees shall be granted a meal period of not more than one half (1/2) hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. See Article 13 Hours of Work.

Section 3: Overtime meal periods shall be of one-half (½) hour's duration. No time deduction shall be made for one-half hour overtime meal periods.

Section 4: The Employer shall have the right to adjust overtime meal times in a reasonable manner to be compatible with the availability of meals and other considerations of public convenience and accommodation.

ARTICLE 18: Coffee Breaks

Section 1: All employees' work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift of a normal workday.

Section 2: Whenever feasible, the coffee break shall be scheduled at the middle of each one-half (1/2) shift. Refreshments may be supplied by truck, route caterers, personal thermos bottle or by one of the crew, from a diner or store within two (2) miles of the jobsite. Department vehicles may be used to transport a crew to a diner, store or restaurant if it is within the normal daily operations or assignments. The jobsite shall not be left unattended.

ARTICLE 19: Clean-Up Time

Section 1: 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.

Section 2: Work schedules shall be arranged so that Employees may take advantage of this provision with facilities presently available. The Employer agrees to provide adequate facilities. Employees are reminded that customer service takes precedent over clean-up time.

ARTICLE 20: Holidays

Section 1: All regular, full-time employees, except those whose work assignment falls under the continuous operation category, as eight (8) hours of pay at straight time rates, in lieu of work for the day on which each of the following are observed by the Commonwealth as Holidays:

New Year's Day	Martin Luther King's Birthday	Presidents Day
Patriot's Day*	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving	½ day before Christmas Day
Christmas Day	½ work day before New Year's Day	

*Employees assigned to the Solid Waste Disposal Division will substitute Patriot's Day for Easter Sunday.

Section 2: To be eligible for holiday pay, an employee shall have worked on the day before the holiday and on the next regularly scheduled work day following the paid holiday, unless the employee presents a valid doctor's certificate to the Superintendent stating that the employee was unable to work because of an illness on the day before the holiday and/or the next regularly scheduled work day following the paid holiday.

Section 3: If a Holiday listed in this contract falls on a regular work day during an employee's vacation period, the employee will not be charged Vacation Time and will be paid Holiday Pay for that day.

Section 4: Should any holiday fall on an employee's day off, the nearest scheduled working day will be considered to be the holiday. Employees assigned to the Solid Waste Disposal Division shall alternate the nearest scheduled working day and the second nearest scheduled working day, in order to allow the Town to continue its solid waste disposal

operation on the nearest scheduled working day. The nearest scheduled working day and the second nearest scheduled working day will be considered to be the holiday for 1/2 of the employees assigned to the Solid Waste Disposal Division, or a day mutually agreed upon between the employee and the Superintendent.

ARTICLE 21: Vacations

Section 1: Each employee shall be granted their vacation credits on July 1st in accordance with their years of service as follows:

Zero (0) months to five (5) years' service:	10 vacation days per year (not available to use until start of 7th month)
Five (5) years to ten (10) years' service:	15 vacation days per year
Ten (10) years to twenty (20) years' service:	20 vacation days per year
Twenty (20) years' service or more:	25 vacation days per year

Section 2: No employee will be allowed to accumulate more than twenty-five (25) days vacation. If an employee's accumulation of vacation days reaches twenty-five (25) days the employee will forfeit any additional vacation credits and the employer will not credit the employee's account for vacation days over twenty-five (25) days.

Section 3: Employees shall give at least four (4) weeks notice of desired vacation time. Vacations of less than one week requires a minimum of 3 working days notice with the superintendent having discretion to waive the notice requirement with such discretion not being unreasonably denied

Section 4: Selection of vacation period within the schedule established will, in each division be on a seniority basis.

Section 5: In the event of termination of employment which is caused through no fault of the Employee provided the employee has been in continuous full-time service of the Town for at least one year; or by reason of retirement, or military service the employee shall be paid for any accrued vacation leave; or in case of death, payment will be made to the beneficiary.

Section 6: An employee shall be granted an additional day of vacation if while on vacation leave a designated holiday occurs on, or is legally observed on a day of the employees regular scheduled work week.

Section 7: Vacation shall be granted by the Superintendent at such times as in his opinion, will cause the least interference with the performance of the regular work of the department, such discretion shall not be unreasonably exercised.

Section 8: Employees shall not take more than two weeks vacation between May 1st - October 31st. At no time will an employee take more than two consecutive vacation weeks, the Superintendent retains the option to waive this section provided such discretion is not unreasonably exercised.

Section 9: The Parties mutually agree that DPW Employees on Workers Compensation shall be exempt from vacation days lost.

ARTICLE 22: Sick Leave

Section 1: All regular, fulltime employees shall be granted fifteen (15) sick days per year on July 1 (reflected on the next payroll cycle thereafter). New hires will be prorated from the date of hire through June 30th.

Section 2: Employees who as a result of sickness are absent from employment for a period of more than two (2) consecutive days shall be required to present a doctor's certificate to the Superintendent through the general foreman stating the reason, an estimated period of time the employee will be absent from work to be eligible for paid sick leave.

Section 3: The above is not to be construed by any employee for time off for any sickness caused by over indulgence in alcohol or narcotics

Section 4: An employee who by reason of industrial accident received statutory compensation under the Commonwealth's Workmen's Compensation legislation shall receive, in addition, the amount necessary to make up his net regular weekly compensation which is defined as eight (8) hours per day for five (5) days to a maximum of forty (40) hours at straight time rates, after taxes, said difference between the statutory compensation and the employee's "regular weekly compensation", as defined above, will be deducted from the employee's accumulated sick leave, and after the sick leave is used up from the employees accumulated vacation. If a question exists as to whether an employee is entitled to compensation under the Workmen's Compensation Act, it is agreed that,

pending resolution of said question, the employee may draw sick leave benefits to the extent such employee has accumulated sick leave.
The employee shall authorize deduction to reimburse the Town for such payments in the event he receives Workmen's Compensation benefits for said period. Upon such payment to the Town, sick credits equal to the amount of the compensation shall be re-credited to the employee's sick leave accumulation. In the employee shall fail to reimburse the town for such payment, the town, after notice to the employee, shall deduct the amounts due in reimbursement from future pay earned by the employee. Under no circumstances shall the provisions of this paragraph create a right for the employer to attach the compensation award in violation of Mass General Laws C 152, S47.

Section 5: Days of sick leave not used by an employee in any given year may be accumulated by him up to 160 days.

Section 6: Any employee when disabled by an accident or injury arising out of his or her employment is entitled to file for benefits under workman's compensation.
Any injury must be immediately reported to the employee's supervisor. The report shall be completed in triplicate and one (1) copy forwarded to the Workmen's Compensation Agent for the Town of Ayer as soon as possible.

Section 7: 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 $7,500.

Section 8: 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

ARTICLE 23: Voluntary Sick Leave Bank

Per MOA dated November 1, 2014 Section 1: The purpose of the Bank is to provide extended sick leave coverage to any permanent, full-time employee who has exhausted his/her sick leave and who is a member of the Voluntary Sick Leave Bank pursuant to Paragraph 2 below. An employee may access the Voluntary Sick Leave Bank for absences due to or resulting from an extended and/or serious injury illness or disability as defined by the Family and Medical Leave Act as a serious personal illness or injury.

Section 2: To be eligible to join the Bank as a member, an employee must have completed one (1) year of employment and must contribute one regularly scheduled work day of his/her accumulated sick leave to the Bank by July 15 each current fiscal year. An employee must have only three (3) or less sick days remaining in their accrued sick time to apply to the Bank.

Section 3: The Bank will be administered by a committee of five (5) persons; the DPW Union President and two (2) representatives from the DPW Union; the Town Manager; and the Town's Benefits and Payroll Manager to be known as the Sick Leave Bank Committee ("Committee").

Section 4: All requests for the use of sick days from the Bank shall be directed to the Committee. The Committee may approve a request for the use of Bank days in an amount up to twenty (20) regularly scheduled work days. The total grant of Bank days shall not exceed sixty (60) regularly scheduled work days per illness, injury or disability. A request for the use of Bank days must be accompanied by an application and medical documentation. Any requests for an extension of Bank benefits or more than twenty (20) regularly scheduled work days must be accompanied by a new application and current medical documentation.

Section 5: In acting upon requests for sick days from the Bank, the Committee shall utilize the following criteria:

a) Adequate medical evidence;
b) Prior utilization of sick leave and/or Voluntary Sick Leave Bank;
c) Reasons for and propriety or prior use of sick leave; and
d) The Member's intent to return to service

Section 6: In order for a member to be eligible for Bank benefits in each fiscal year, he/she must return to work for a period of time and at least as long as the period for which he/she received benefits. The Committee may waive this provision in extraordinary circumstances.

Section 7: The decisions of the Committee are final and are not subject to the Grievance and Arbitration Procedure.

Sick Leave Bank Forms are found in Appendices D1 and D2 of this contract.

ARTICLE 24: Bereavement Leave

Section 1: Bereavement Leave for scheduled work days lost from work to a maximum of three (3) consecutive and uninterrupted work days will be granted to an employee in the

bargaining unit for which he will be paid his hourly rate at eight (8) hours per day in the event of a death in the immediate family so that the employee may make household adjustments, funeral and burial arrangements and so that he may attend funeral services. The term immediate family is defined as spouse, children, father, mother, sister, brother, mother-in-law, father-in-law, grandparents of the employee and other members of the immediate household who reside with the employee.

Section 2: The Superintendent may grant additional days off with pay if such time is required for extensive travel. Extensive travel will mean out of the New England area.

ARTICLE 25: Personal Leave

Section 1: Employees shall receive three (3) days, equaling 24 total hours, of personal leave per year usable in 2 or more hour increments.

Section 2: The employee may use such leave for any purpose, subject to advance approval for his absence. Said leave must be used during the year it was earned and will not be allowed to accumulate from year to year.

Section 3: Personal leave may not be denied or cancelled except for emergencies and/or weather related contingencies as determined by the Superintendent.

ARTICLE 26: Jury Duty

Section 1: If an employee is called to jury duty, he shall receive an amount equal to the difference between his normal compensation of eight (8) hours of pay at straight time rates and the amount (excluding any travel allowance) received from court, upon presentation of evidence of the amount paid by the court.

ARTICLE 27: Leave of Absence

Section 1: Leaves of absence may be granted by the Superintendent and the Board of Selectmen but shall be without compensation. Leaves of absence of over six (6) months duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee; unless on extension of leave beyond six (6) months has been authorized by the Superintendent and the Board of Selectmen in advance.

ARTICLE 28: Military Training

Section 1: Full time employees with continuous employment by the Town, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth, shall be paid an amount equal to the difference between compensation for a normal working period of two (2) weeks and the amount paid for military training. An employee, on request, may combine his military leave with his regular vacation period.

ARTICLE 29: Uniforms and Protective Clothing

Section 1: All union employees shall be given a yearly clothing allowance of $700; $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.

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.

Section 2: All clothing worn by the employees shall meet the following criteria:

1. All clothing shall bear the following permanent logo: Town of Ayer, Department of Public Works and/or the specific Public Works Division. For example, the logo may state TOWN OF AYER - SOLID WASTE DIVISION or TOWN OF AYER -WATER DIVISION.
2. Clothing will be color coded (solid color) based on the individual department in which the employee works.
   Water – Blue; Sewer – Grey; Highway – Green; Solid Waste – Green; Equipment Repair –Green Appropriate safety colored clothing for roadway work is acceptable.

Section 3: The following items of clothing may be paid for out of the clothing allowance:
LIGHT (spring and summer) -T-shirts, work pants or jeans
HEAVY (fall and winter) - Shirts, sweatshirts, jackets and parkas

Section 4: At all times outer clothing must be color appropriate and have the Town logo shown. (This means in warmer weather the properly colored t-shirt with logo must be

worn. In cooler weather, the sweatshirt or coat must be color appropriate and have town logo shown, and department name shown.

Section 5: The following articles of clothing will not be allowed to be worn, nor be paid for by the clothing allowance: tank tops, cut-offs, un-hemmed shorts or shorts of less than 4" leg length.

Employees are expected to report to work in clean and professional attire as suited to their work environment per the departmental guidelines.

Section 6: Protective glasses, helmets, climbing belts, and other personal safety accessories shall be supplied by the Employer, and the employee shall be required to utilize said accessories and devices in accordance with the provisions as set forth in this Agreement under the Article 33, Safety Code Committee.

Section 7: Protective glasses, helmets, climbing belts and other safety accessories shall be replaced when worn or in disrepair under the same conditions of this section as pertains to storm gear.

Section 8: There shall be a $220.00 boot allowance per fiscal year for the purchase of a safety boot or shoe. At all times, safety shoes or boots with toe protection must be worn. This allowance shall be a reimbursement to employees who buy new boots for work. This allowance shall only be paid when the employee produces a receipt for the safety shoe purchase.

ARTICLE 30: Bulletin Board

Section 1: Announcements shall be posted on a conspicuously placed bulletin board where employees enter or leave the premises.
Section 2: Parties to this Agreement, both of whom may post notices on the bulletin board on a 50-50 share basis, agree not to post denunciatory, inflammatory, risqué or obscene written material, pictures or cartoons on such bulletin board.

ARTICLE 31: Labor-Management Meetings

Section 1: The union shall designate a standing committee of three (3) employees of the Department of Public Works whose rates and conditions of employment are covered by this agreement; which committee may, at the request of either party, meet with the Superintendent, , Town Manager and Board of Selectmen from time to time for the purpose of discussing matters coming within, or out of, the scope of this agreement, such meetings

shall be held at times and places convenient to both parties.

Section 2: The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

Section 3: There shall be no deduction in pay for the standing committee attending meetings with department officials during working hours while settling personal and personnel matters. The superintendent shall notify or cause notice to be given, to all persons affected. The standing committee will not receive any compensation for time spent attending such meetings outside of the normal working hours.

ARTICLE 32: Health and Welfare

The employee may select, at his or her discretion, from any of the comprehensive health plans offered by the employer. The employer agrees to contribute 75 percent of the premium towards any of the Town's offered health plans. The Town's Insurance Advisory Committee shall be consulted in the event the employer desires to amend its schedule of health benefits.

ARTICLE 33: Safety Code Committee

Section 1: The Employer from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2: Before any new regulation pertaining to the safety and health of the employees is established, the Employer shall send a copy of the proposal to the Union representative for review. Either party may request a conference on a proposal. Standard safety practices and common sense shall prevail.

Section 3: A safety committee consisting of two (2) representatives of Employer and three (3) representatives of the union (one each from the highway, water and wastewater divisions) shall be appointed and shall meet from time to time to discuss such regulations or other matters relating to health and safety.

Section 4: The Employer shall regulate and the Union shall inform its members to use protective services, wearing apparel, safety practices and other accessories, equipment and precautions for the protection of employees from injury.

Section 5: Subject to the employee's right to the grievance procedure, the Employer may treat violations of the safety code as a breach of discipline.

ARTICLE 34: License Increment Adjustment Classification Plan and Pay Rates

Section 1: In this agreement and made part of it as Appendix B1 and B2 shall be established a license increment adjustment and a classification and pay plan. It shall list all positions covered by this agreement by title along with the wages for each position. Unless otherwise bargained, annual percentage increases shall apply to increments as well as base pay. The attached wage rates in Appendix B1 and B2 include a two (2%) percent wage increase effective July 1, 2019; a 2% wage increase effective on July 1, 2020; and a two (2%) percent wage increase effective on July 1, 2021.

Section 2: All full time employees who have successfully obtained a work related license, will be reimbursed, without duplication, the license fee, upon submitting a receipt showing that the license fee has been paid and a letter of advance approval from the Superintendent, for that work related license, the employer agrees to reimburse all full time employees for work related license renewal fees, (not to be included are non-CDL drivers licenses), upon submitting a receipt showing that the license fee has been paid.

ARTICLE 35: Miscellaneous Provisions

Section 1: Should any provision of this agreement be found to be in violation of any federal or state laws or laws by a court of competent jurisdiction, all other provisions of this agreement shall remain in full force and effect for the duration of this agreement. Employees entitled to the following:

1. School - Time off to attend job related courses if held during working hours.
2. Family emergency
3. Court pay if called as witness on Town cases will be paid for time involved.
4. If subpoenaed on Town cases, employee will be paid for time involved.
5. Employees shall not leave town limits during work unless pre-authorized by a supervisor.
6. The Town and the Union agree to implement an annual employee evaluation program. Please see attached document in Appendix C.

Section 2: Access to premises - The Employer agrees to permit representatives of the American Federation of State, County and municipal Employees, AFL-CIO and/or Council 93 to enter the premises at reasonable times to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees, and provided the Superintendent has been so notified prior to said entry onto the premises.

Section 3: Conformity to law – If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

Section 4: In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section 5: Employee Records - A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter
No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report or statement. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record, going back to two (2) years prior to signing of this contract. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

Section 6: Both parties agree to be bound by the terms and conditions of this agreement during the period between the date of expiration and the date of execution of a new agreement.
Any personnel rule or policy pertaining to employees covered in this Agreement shall be inherent in this agreement by reference.

Section 7: If an "on-call" employee, while in the process of responding to a call in his/her personal vehicle, gets into an accident in which his/her vehicle is damaged, the town will pay up to $500.00 toward the employees insurance deductible if the employee opts to

repair the vehicle. This provision shall only be available one time per fiscal year and only if the accident is not the fault of the employee. Proof of the amount of the deductible and the repair may be required before payment is made and is at the discretion of the Superintendent.

Section 8: This contract shall be gender neutral. Any gender specific references shall be deemed to be applied neutrally.

Section 9: The Town will reimburse applicable DPW Union Employees an amount up to $100 per year for the Department of Transportation (DOT) physical test costs for the required medical card.

Section 10: The Parties mutually agree to negotiate the language in the Agreement for the Water Plant as/when circumstances warrant during the term of this Agreement.

Section 11: All current and future employees covered under this Agreement are required to have direct deposit for all pay.

Section 12: The contract will be reopened to bargain any substantive changes in the Water or Wastewater Division Job Requirements.

ARTICLE 36: Termination

Section 1: This Agreement will remain in effect until June 30, 2022. At the end of June 30, 2022, either party may terminate this Agreement providing such termination is transmitted through the Registered U.S. Mails to the responsible signatories to this Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

ARTICLE 37: Renewal

Section 1: Should neither party to this agreement send a notice of termination as described in Article 36 this agreement will be considered to have been automatically renewed for another fiscal year.

ARTICLE 38: Changes

Section 1: Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this agreement, it is agreed that notice of the substance of the change and the language with which such desired changes

are to be expressed shall be mailed to the authorized parties signatory to the agreement prior to the sixty (60) days before termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodations for the desired changes. Nothing in the article shall preclude either party from modifying any previous proposals during the course of the negotiations.

ARTICLE 39: Longevity

Section 1: Longevity 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. See Appendix E
c. Longevity pay is paid on the first payroll following an employee's anniversary date of full time employment.

Section 2: Longevity shall not be paid to an employee who is on industrial accident leave for more a total of twenty-six (26) weeks during the previous year prior to the anniversary of their employment.

ARTICLE 40: Duration

This agreement shall be effective from the period beginning July 1, 2019 and ending June 30, 2022.

IN WITNESS WHEREOF, the Employer, in the name of the Selectmen of the Town of Ayer has caused this Agreement to be executed and the Union has executed this Agreement in its name and behalf and in the name and behalf of the employees represented by the Union by the officers duly authorized to do so by Local 1703, State, County and Municipal Employees, AFL-CIO.

FOR THE EMPLOYER
AYER BOARD OF SELECTMEN

Scott A. Houde, Chair

Jannice L. Livingston, Vice-Chair

Christopher R. Hillman, Clerk

Date: July 1, 2019

FOR THE UNION

Richard R. Linde, President

David R. Nelson, Jr., Secretary

~~Nadine Kennedy, AFSCME~~
Cory Bombredi AFSCME

Date: July 1, 2019

APPENDIX A: Town of Ayer Drug and Alcohol Policy

1. GENERAL

Part 1 applies to all employees of the Town of Ayer, including those employees also subject to the requirements of the Omnibus Transportation Employee Testing Act of 1991(see Part 2, below).

The Town of Ayer has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Ayer has established this policy regarding drug and alcohol use or abuse. The goal is to establish and maintain a work environment that is free from alcohol and drug use.

Employees of the Town of Ayer are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion.
While the Town of Ayer has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in condition to perform their duties.

The Town recognizes that employee involvement with drugs and alcohol can have an impact on the work place and on the Town's ability to provide an alcohol and drug-free environment.
Therefore, the following conduct is prohibited:

1. The illegal manufacture, distribution, use, sale or possession of a narcotic or a controlled substance while on the job or on property leased or owned by the Town, or reporting for work under the influence of a narcotic or controlled substance. Such conduct may be proper cause for disciplinary action up to and including termination of employment. Any illegal substances confiscated will be turned over to the appropriate law enforcement agency.
2. The possession or consumption of alcohol or narcotics, drugs or controlled substances, while on the job or on property leased or owned by the Town, or reporting for work under the influence of alcohol. Such conduct may be proper cause for disciplinary action up to and including termination of employment.

These prohibitions also apply to all breaks, without limitation.

Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment to a licensed physician. Other drugs may also be illegal, depending on current laws in effect at the time.

Employees are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance.

All employees will be provided information regarding available drug counseling, rehabilitation and/or employee assistance programs for substance abuse. In addition, employees found in violation of this policy may also be required to participate in a drug or alcohol assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Questions about Part I of the Town's Alcohol and Drug Policy should be referred to the DPW Superintendent.

2. OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991

Pursuant to federal regulations promulgated by the Department of Transportation (DOT) under the 1991 Omnibus Transportation Employee Testing Act, certain Town employees are subject to additional drug and alcohol testing requirements. It is the Town's policy to comply fully with these regulations.

1. Covered Employees

The DOT Regulations, found at 49 C.F.R. 382.101 et seq., apply to all Town employees with commercial driver's licenses (CDL) who also operate commercial motor vehicles, such as road repair and maintenance crews, sanitation operators, and also drivers with restricted-use CDLs. This includes, but is not limited to: those drivers who are casual, intermittent or occasional drivers; and independent, owner-operator contractors who are either directly employed by or under lease to the Town or who operate a commercial motor vehicle at the direction of or with the consent of the Town. With regard to drivers used by the Town more than once a year, but not "employed" by the Town, such as snow plow drivers, these drivers must participate in an alcohol and controlled substances testing program that meets the testing requirements of the Regulations every six months.

2. Prohibited Conduct

a. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.02 percent (or higher).
b. Use of alcohol and/or controlled substances within the four (4) hours prior to performing a safety-sensitive function like driving;
c. Use of alcohol and/or controlled substances on the job;
d. Use of alcohol and/or controlled substances during the eight (8) hours following an accident;
e. Possession of any medication of food containing alcohol and/or controlled substances while driving a vehicle;
f. Refusal to take a required controlled substance and/or alcohol test.
g. Use of controlled substances on duty unless a doctor has prescribed the controlled substance and the doctor has informed the employee that the substance does not adversely affect the employee's ability to operate a commercial motor vehicle safely.

A. Types of Testing Required

The following tests are required under the Regulations:

1. Pre-Employment Testing for Controlled Substances

All applicants for employment in covered positions, or candidates for transfer or promotion to such positions, as well as those covered employees returning from a layoff or a leave of absence of more than 90 days, are subject to screening for use of controlled substances.

All applicants who test positive for drugs will not be offered employment with the Town of Ayer.

2. Post-Accident

All covered employees shall be tested after accidents involving safety-sensitive vehicles where there has been a citation for a moving traffic violation and any personal injury treated away from the scene or if a vehicle is towed from the scene, or there is a fatality even if the driver is not cited for a moving traffic violation. Tests for alcohol use shall be conducted within 2 hours, but in no case more than 8 hours of the accident, while tests for controlled substances shall be conducted within 32 hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make him/herself available for testing. Generally, the

employee will be accompanied to/from the testing site by a Town of Ayer employee/supervisor.

3. Reasonable Suspicion

An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has engaged in prohibited conduct, or has been or is using controlled substances without a doctor's prescription. In the case of alcohol use, the observation shall be made during, preceding or after the workday. No such limitations are placed on observations for impermissible use of controlled substances. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made.

4. Random

Employees shall be tested for the use of alcohol and controlled substances on a random, unannounced basis just before, during or after performance of safety sensitive functions for alcohol or at any time for controlled substances. Each year, the number of random alcohol tests conducted by the Town must equal at least 25% of all the covered employees. Random drug tests conducted by the Town must equal at least 50% of all covered employees. These percentages are subject to modification based upon future amendments to the application of federal regulations (e.g., 40 C.F.R. 382.805).

5. Return to Duty and Follow-Up

An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to his/her return to performing safety sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an employee returns to duty. Follow-up testing may be extended for up to 60 months following the return to duty.

B. Conducting Tests

1. Alcohol

DOT rules require breath testing using evidential breath testing (EBT) devices, conducted by a trained breath alcohol technician (BAT). Two breath tests are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. A test result of 0.04 or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. Refusal of an employee to complete and sign the breath alcohol testing form shall be deemed to be a refusal to test.

2. Drugs

Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised. The specimen must be tested for the presence of marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).

DOT rules require a split specimen procedure. Each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for the urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

Testing is conducted using a two-stage process. First, a screening test is performed. If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug. Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the employer. If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. If MRO determines that the drug use is legitimate, the test will be reported to the Town as a negative result.

3. Refusal to Participate/Tampering

Any refusal to participate in any of the types of alcohol and/or drug tests authorized in this policy will be treated as indicative of a positive result and subject to imposing of discipline. If there is any evidence that an employee engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

C. Consequences of Alcohol/Drug Misuse (as defined in the federal Regulations, 49 C.F.R. 382.101, et seq.)

1. Drivers who have an alcohol concentration (defined as 0.02 or greater) when tested just before, during or just after performing safety and sensitive functions must be removed from performing such duties for 24 hours.
2. Drivers who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol (defined as 0.40 or greater) or drug use or who refuse to take a required test) must be immediately removed from safety sensitive functions, must be evaluated by a certified substance abuse professional, and must undergo a treatment program as defined by the professional.
3. Drivers who wish to continue employment with the Town of Ayer must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem.
4. Drivers who have been evaluated by a substance abuse professional, who comply with any recommended treatment, who have taken a return to duty test with a result less than 0.02 and/or a urine drug test which is negative who are then subject to unannounced follow-up tests, may return to work.

4.1 Drivers who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy may be subject to discipline up to and including termination. Any such disciplinary action may be subject to the grievance and arbitration procedures contained in any applicable collective bargaining agreement.

D. Information/Training

1. All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse. All employees must receive a copy of this policy and sign the Confirmation of Receipt
2. All supervisory and management personnel (Superintendent, Foremen and Assistant Foremen) in the DPW must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determination for reasonable suspicion testing.

E. Record Keeping

1. The Town is required to keep detailed records of its alcohol and drug misuse prevention program.
2. Driver alcohol and drug testing records are confidential. Test results and other confidential information may only be released to the employer, the substance abuse professional, the MRO, and any arbitrator of a grievance filed in accordance with this policy. Any other release of this information,

such as to a subsequent employee, may only be made with the driver's consent.

F. Pre-employment References

1. The Town must obtain and review the following information from each employer that the prospective driver worked for, in a safety sensitive position, during the previous two years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; and information about any refusal to participate in the alcohol and drug testing program.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or he/she may not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless he/she has consulted with a substance abuse professional, received recommended treatment, and tested negative in a return-to-duty test.
4. The Town of Ayer must provide the same information to subsequent employers of current Town Employees when provided with a written release.

G. Questions

Questions about Part 2 of the Town's Alcohol and Drug Policy should be referred to the DPW Superintendent.

PART 3 - EMPLOYEE ASSISTANCE PROGRAM

The municipality has established an Employee Assistance Program (EAP). This program is an evaluation and referral service which assists Employees in obtaining treatment for a wide range of problems including: substance abuse, stress-related disorders, eating disorders, anxiety, depression and family relationship problems.

There is no cost for this service to Employees and all services provided are kept confidential between and the EAP provider and the Employee. All Employees may request assistance in dealing with Drug or Alcohol problems from the EAP provider. However, the testing provisions for Covered Employees will not be stayed due to an Employee's participation in an EAP program.

The EAP provider may:

1. Educate and train Employees concerning the effects of Drug use and the misuse of Alcohol on the health, work and personal life of Employees, and

2. Educate and train supervisory personnel in recognizing symptoms of Drug use and the misuse of Alcohol which give rise to reasonable suspicion or reasonable cause, and
3. Advise Employees about available methods of intervening when an Alcohol or Drug problem is suspected, including confrontation, referral to the EAP provider, and referral to management, and
4. Evaluate Employees who have failed a Drug or Alcohol test and who are referred by the Employer, and
5. Determine whether an Employee has satisfactorily completed a program of treatment and rehabilitation.

ACKNOWLEDGEMENT

I, the undersigned, have read and received a copy of the Alcohol and Drug Policy of the Town of Ayer.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Copy: Personnel File

APPENDIX B1: Base Wage – FY'20

FY'20 Rates* Shown with 2% increase over FY'19 *Rates shown are base rates before license increments (Appendix B2)				
HIGHWAY	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	25.15	26.47	27.87	29.34
Assistant Foreman	24.21	25.49	26.83	28.24
Equipment Operator	21.85	23.00	24.20	25.48
Utility Person	20.09	21.15	22.27	23.44
Mechanic	24.21	25.49	26.83	28.24
WASTEWATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	25.15	26.47	27.87	29.34
Assistant Foreman	24.16	25.44	26.78	28.18
Plant Operator	22.54	23.73	24.98	26.30
Wastewater Attendant	19.71	20.74	21.83	22.98
Collection System Operator	21.19	22.31	23.48	24.71
Wastewater Mechanic	24.20	25.48	26.82	28.23
WATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	25.68	27.03	28.46	29.95
Assistant Foreman	25.21	26.54	27.94	29.41
Plant Operator	22.56	23.75	25.00	26.32
Water Distribution Operator	20.70	21.80	22.94	24.14
Meter Reader	19.11	20.12	21.19	22.30
SOLID WASTE	Step 1	Step 2	Step 3	Step 4
Foreman	23.34	24.57	25.86	27.22
Operator	18.67	19.65	20.68	21.77

APPENDIX B1: Base Wage – FY'21

FY'21 Rates* Shown with 2% increase over FY'20 *Rates shown are base rates before license increments (Appendix B2)				
HIGHWAY	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	25.65	27.00	28.43	29.93
Assistant Foreman	24.69	26.00	27.37	28.80
Equipment Operator	22.29	23.46	24.68	25.99
Utility Person	20.49	21.57	22.72	23.91
Mechanic	24.69	26.00	27.37	28.80
WASTEWATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	25.65	27.00	28.43	29.93
Assistant Foreman	24.64	25.95	27.32	28.74
Plant Operator	22.99	24.20	25.48	26.83
Wastewater Attendant	20.10	21.15	22.27	23.44
Collection System Operator	21.61	22.76	23.95	25.20
Wastewater Mechanic	24.68	25.99	27.36	28.79
WATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	26.19	27.57	29.03	30.55
Assistant Foreman	25.71	27.07	28.50	30.00
Plant Operator	23.01	24.23	25.50	26.85
Water Distribution Operator	21.11	22.24	23.40	24.62
Meter Reader	19.49	20.52	21.61	22.75
SOLID WASTE	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	23.81	25.06	26.38	27.76
Operator	19.04	20.04	21.09	22.21

APPENDIX B1: Base Wage – FY'22

FY'22 Rates* Shown with 2% increase over FY'21 *Rates shown are base rates before license increments (Appendix B2)				
HIGHWAY	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	26.16	27.54	29.00	30.53
Assistant Foreman	25.18	26.52	27.92	29.38
Equipment Operator	22.74	23.93	25.17	26.51
Utility Person	20.90	22.00	23.17	24.39
Mechanic	25.18	26.52	27.92	29.38
WASTEWATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	26.16	27.54	29.00	30.53
Assistant Foreman	25.13	26.47	27.87	29.31
Plant Operator	23.45	24.68	25.99	27.37
Wastewater Attendant	20.50	21.57	22.72	23.91
Collection System Operator	22.04	23.22	24.43	25.70
Wastewater Mechanic	25.17	26.51	27.91	29.37
WATER	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	26.71	28.12	29.61	31.16
Assistant Foreman	26.22	27.61	29.07	30.60
Plant Operator	23.47	24.71	26.01	27.39
Water Distribution Operator	21.53	22.68	23.87	25.11
Meter Reader	19.88	20.93	22.04	23.21
SOLID WASTE	**Step 1**	**Step 2**	**Step 3**	**Step 4**
Foreman	24.29	25.56	26.91	28.32
Operator	19.42	20.44	21.51	22.65

APPENDIX B2: License Scale

Required Licenses by Division			
HIGHWAY		**WASTEWATER**	
Foreman	CDL B Hydraulics 4G Hoisting/Flailing	**Foreman**	CDL B Hydraulics Grade 6 Treatment
Assistant Foreman	CDL B Hydraulics 4G Hoisting/Flailing	**Assistant Foreman**	CDL B Hydraulics Grade 6 Treatment
Equipment Operator	CDL B Hydraulics 4G Hoisting/Flailing	**Plant Operator**	CDL B Hydraulics Grade 5 Treatment
Utility Person	CDL B Hydraulics 4G Hoisting/Flailing	**Wastewater Attendant**	CDL B Hydraulic
Mechanic	CDL B Hydraulics 4G Hoisting/Flailing	**Collection System Operator**	CDL A Hydraulics
Seasonal Driver/Laborer	CDL B 4G Hoisting/Flailing	**Wastewater Mechanic**	CDL B Hydraulics
WATER		**SOLID WASTE**	
Foreman	CDL B Hydraulics Treatment Grade 1 Distribution Grade 2 Backflow Surveyor Backflow Tester Treatment Grade 2 *(If required)*	**Foreman**	CDL B Hydraulics 4G Hoisting/Flailing
Assistant Foreman	CDL B Hydraulics Treatment Grade 1 Distribution Grade 2 Treatment Grade 2 *(If required)*	**Operator**	CDL B Hydraulics 4G Hoisting/Flailing
Plant Operator	CDL B Hydraulics Treatment Grade 1 Treatment Grade 2 *(If required)*		
Water Distribution Operator	CDL B Hydraulics Distribution Grade 2 Backflow Surveyor		
Meter Reader	CDL B Hydraulics Distribution Grade 1		

Employees holding the following valid licenses issued by the Commonwealth of Massachusetts will receive the corresponding license increment adjustments added to their base pay listed under Appendix B1 Base Wages.

For CDL licenses, Wastewater Treatment Operator licenses and Water Operator Facilities licenses the employee will be compensated for the highest grade held.

The parties mutually agree to open the contract solely for the purposes of negotiating the rates of any new federally or state mandated licenses.

License Increments shall increase 2% on July 1, 2020 and July 1, 2021

Employees hired after July 1, 2019 are not eligible for the tanker endorsement increment. Those employees currently (as of June 30, 2019) holding a tanker endorsement will remain eligible for .16 cents each year of the contract.

License Increments – All DPW Divisions	**FY'20**	**FY'21**	**FY'22**
License Type	Amount	Amount	Amount
CDL B Driver's License	$0.36	$0.41	$0.46
CDL A Driver's License	$0.41	$0.46	$0.51
Hoisting Engineering License (Hydraulics)	$0.41	$0.46	$0.51
4G Hoisting/Flailing License (Highway and Solid Waste Divisions Only)	$0.11	$0.12	$0.12
Employees who not regularly assigned to the DPW Division and who hold a license from another division outside of their assignment will receive 25% of the following license increment adjustments:			
Certified Grade 6 Wastewater Treatment Operator	$4.37	$4.50	$4.64
Certified Grade 5 Wastewater Treatment Operator	$2.96	$3.05	$3.14
Certified Grade 4 Wastewater Treatment Operator	$1.47	$1.51	$1.56
Certified Grade 3 Wastewater Treatment Operator	$0.76	$0.75	$0.77
Certified Grade 2 Wastewater Treatment Operator	None	None	None
Certified Grade 1 Wastewater Treatment Operator	None	None	None
Certified Operator of Water Treatment Supply Facilities Grade 2	$3.62	$3.73	$3.84
Certified Operator of Water Treatment Supply Facilities Grade 1	$1.09	$1.12	$1.15

Certified Operator of Water Treatment Distribution Grade 1	$1.09	$1.12	$1.15
Backflow Surveyor	$0.28	$0.29	$0.30
Backflow Tester	$0.28	$0.29	$0.30

APPENDIX B3: Transfer Station Weekend Shift Differential

Employees working at the Transfer Station on Saturday and/or Sundays shall receive a 2% shift differential per hour for hours worked.

APPENDIX C: Employee Evaluation

Section 1: Performance evaluations are designed to serve the needs of both the employee and employer. An organized program for employee performance evaluation will:

A. Improve employee satisfaction and potentially reduce employee absenteeism, turnover, and grievance;
B. Serve as 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.

Section 2:

A. Performance evaluation of an employee shall be made annually by the Superintendent within 90 days prior to the end of the calendar year, 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, as Appendix I 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).

Section 3: Each employee shall receive a written copy of his/her evaluation and shall be entitled to discuss the evaluation with his/her immediate supervisor and, if requested, with the supervisor of the next higher level than the immediate supervisor who has been assigned t 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.

Section 4: The Superintendent may receive feedback from foremen and assistant foremen, prior to completing the evaluation and shall retain final 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.
Section 5: The employee may review his/her evaluation in the Superintendent's office.

PERFORMANCE EVALUATION FOR CLASSIFIED EMPLOYEES

Evaluation Status:

___ 3 month probationary

___ 5 month probationary

___ Annual _____ (year)

___ Other _____

Name_____

Working Title _____

Department_____

Anniversary Date in Service _____

Anniversary Date in Working Title _____

DEFINITION FOR RATING TO BE APPLIED:

Merit Points: **2 "Above Standard":** Performs all tasks above departmental standards. * **1 "Standard":** Average performance; meets departmental standards. **0 "Below Standard":** Many goals unrealized or many tasks not performed.* **"Not Applicable":** Not applicable to the job. * Specific examples must be cited in the spaces provided for comments.	Above Standard	Standard	Below Standard	Not Applicable
QUALITY & QUANTITY OF WORK				
A. Demonstrates knowledge of the job				
B. Amount of work accomplished				
C. Performs work with accuracy				
D. Work is neat and presentable				
E. Work is thorough				
F. Organizes work appropriately				

SUPERVISOR'S COMMENTS

EMPLOYEE'S COMMENTS:

DEFINITION FOR RATING TO BE APPLIED:

Merit Points: **2 "Above Standard":** Performs all tasks above departmental standards. * **1 "Standard":** Average performance; meets departmental standards. **0 "Below Standard":** Many goals unrealized or many tasks not performed. * **"Not Applicable":** Not applicable to the job. * Specific examples must be cited in the spaces provided for comments.	Above Standard	Standard	Below Standard	Not Applicable
WORK HABITS:				
A. Is regular in attendance at work				
B. Observes established working hours				
C. Completes work on time				
D. Demonstrates the ability to work without Immediate supervision				
E. Complies with departmental and institutional policies				

SUPERVISOR'S COMMENTS
EMPLOYEE'S COMMENTS:

WORK ATTITUDES:				
A. Endeavors to improve work techniques				
B. Accepts new ideas or procedures				

C. Accepts constructive criticism and suggestions				
D. Accepts responsibility				
E. Exercises judgment				
F. Adapts to emergency situations				

SUPERVISOR'S COMMENTS
EMPLOYEE'S COMMENTS:

DEFINITION FOR RATING TO BE APPLIED:

Merit Points: **2 "Above Standard":** Performs all tasks above departmental standards. * **1 "Standard":** Average performance; meets departmental standards. **0 "Below Standard":** Many goals unrealized or many tasks not performed. * **"Not Applicable":** Not applicable to the job. *Specific examples must be cited in the spaces provided for comments.	Above Standard	Standard	Below Standard	Not Applicable
RELATIONSHIPS WITH OTHERS:				
A. Works well with co-workers				
B. Works well with the public				
C. Cooperates with supervisors and other staff				
D. Observes established channels of communication				

SUPERVISOR'S COMMENTS
EMPLOYEE'S COMMENTS:

SUPERVISORY ABILITY (foremen, assistant foremen)				
A. Demonstrates leadership ability				
B. Makes timely decisions				
C. Is fair and impartial with subordinates				
D. Trains and instructs subordinates				
E. Maintains acceptable performance standards Among employees				

SUPERVISOR'S COMMENTS
EMPLOYEE'S COMMENTS:

COMMENTS OF SUPERVISOR WHO PERFORMED THIS EVALUATION:

Recommendation:

___Retention (probationary) ___Dismissal (probationary)

___No action required ___Other _____

_____ _____

Signature and Title Date

COMMENTS OF EMPLOYEE:

_____ _____

Date of Discussion with Supervisor Signature of Employee

(Does not imply agreement or disagreement with evaluation)

APPENDIX D1: Sick Leave Bank Contribution Form

Town of Ayer
DPW Union
Sick Leave Bank Contribution Form

Date: _____

Name: _____

Position: _____

Full Time ( ) or Part Time ( ) Hours per week: _____

Number of Hours to be contributed to the DPW Union Sick Bank:_____

The above named member of the Town of Ayer DPW Union agrees to contribute the number of sick leave hours listed above to the Ayer Town DPW Union Sick Bank.

Signature: _____

Signed:

DPW Union President: _____ Date: _____

DPW Union Representative: _____ Date: _____

DPW Union Representative:_____ Date: _____

Town of Ayer Representative: _____ Date: _____

Town of Ayer Representative: _____ Date: _____

APPENDIX D2: Sick Leave Bank Distribution Form

Town of Ayer
DPW Union
Sick Leave Bank Distribution Form

Date: _____

Name: _____

Position: _____

Full Time ( ) or Part Time ( ) Hours per week: _____

Number of Hours to be distributed from the DPW Union Sick Bank:_____

The above named member of the Town of Ayer Town DPW Union agrees to the distribution and receipt of the number of sick leave hours listed above from the Town of Ayer DPW Union Sick Bank.

Signature: _____

Signed:
DPW Union President: _____ Date: _____

DPW Union Representative: _____ Date: _____

DPW Union Representative:_____ Date: _____

Town of Ayer Representative: _____ Date: _____

Town of Ayer Representative: _____ Date: _____

APPENDIX E: Longevity

Longevity Pay Schedule DPW/AFSCME 93/Local 1703 Employee Union		
Continuous Years of Service	Payment Increment	Payment Amount
After 5 years	$300	$300
6	$50	$350
7	$50	$400
8	$50	$450
9	$50	$500
10	$50	$550
11	$50	$600
12	$50	$650
13	$50	$700
14	$50	$750
15	$50	$800
16	$50	$850
17	$50	$900
18	$50	$950
19	$50	$1,000
20	$50	$1,050
21	$50	$1,100
22	$50	$1,150
23	$50	$1,200
24	$50	$1,250
25	$50	$1,300