

Contract Between  
Town of Lanesborough  
And  
Lanesborough Highway Department  
International Union of Operating Engineers – Local 98  
Effective Dates: July 1, 2020 through June 30, 2023

This contract is made between the Town of Lanesborough (hereinafter referred to as the “Town”) and the Lanesborough Department of Public Works (hereinafter referred to as “Department) for the purpose of defining rates of pay, wages, hours of employment and other benefits and conditions of employment.

All employees covered by this collective bargaining agreement can in exchange for the benefit of exclusive representation by local 98, complete the Authorization form and shall regularly pay membership dues to the Union, beginning at the end of the recognized probation period of six months.

The Town agrees to deduct one percent (1%) of gross wages as Union dues from the pay of the employees who give written authorization to the Town Treasurer for such deductions and to transmit dues collected to the Union Treasurer so long as this authorization is not revoked in writing by the employees.

#### Definitions

“Family” means self, spouse, or children.

“Floating Holiday” means a paid day off from work, given as a substitute for a public holiday where work was required to be performed.

“Just Cause Standard” The company’s policy;

1. Was reasonable
2. The employee knew of the company’s policy
3. The company investigated to determine that the employee violated the policy
4. The investigation was fair and objective
5. Substantial evidence existed of the employee’s violation of the policy
6. The company’s policy was consistently applied
7. The discipline was reasonable and proportional (the punishment fit the crime)

“Means of Notice” shall be a writing, received by the DPW Director, Board of Selectmen or Town Manager. Delivered by hand, USPS or email with return receipt.

“Notice” means a formal declaration, in writing, of one's intention, at a specified time.

“Seniority” shall mean the length of continuing employment in a given classification.

#### Work Schedule

The regular work week shall be:

Winter hours – Eight hours per day, Monday through Friday – 6:30 AM to 3:00 PM

Summer hours – Ten hours per day from 6:00 AM to 4:30 PM, Monday through Thursday beginning the first full week of April to the first full week of October.

This clause shall be in effect for the first years of this contract. At the end of the first year, this work schedule shall be reviewed by the DPW Director and the Board of Selectmen. If, upon review of the DPW Director and the Board of Selectmen, there has been more than 4 times the department has had to be called in on Fridays, the work schedule shall revert to the five (5) day schedule for the remainder of the contract.

Salary

- a. Effective July 1, 2020, 2.25%
- b. Effective July 1, 2021, 2.25%
- c. Effective July 1, 2022, 2.25%

The following salary schedule is effective for the fiscal years beginning July 1, 2020, July 1, 2021, July 1, 2022:

	2.25%	2.25%	2.25%	2.25%	2.25%	2.25%
	FY 21		FY22		FY23	
	Laborer		Laborer		Laborer	
	Driver	Forman	Driver	Foreman	Driver	Foreman
Step 1	\$22.43	\$24.43	\$22.99	\$24.98	\$23.50	\$25.54
Step 2	\$23.10	\$25.10	\$23.68	\$25.67	\$24.21	\$26.25
Step 3	\$23.80	\$25.80	\$24.40	\$26.38	\$24.94	\$26.97
Step 4	\$24.50	\$26.50	\$25.11	\$27.09	\$25.67	\$27.70
Step 5	\$25.23	\$27.23	\$25.86	\$27.84	\$26.44	\$28.46
Step 6	\$26.01	\$28.01	\$26.66	\$28.64	\$27.26	\$29.29
Step 7	\$26.79	\$28.79	\$27.46	\$29.44	\$28.08	\$30.10
Step 8	\$27.59	\$29.59	\$28.28	\$30.26	\$28.92	\$30.94

New Employees

The following salary schedule shall apply to newly hired employees, but the Town reserves the right to hire new employees at any step of salary scheduled based upon qualifications and/or experience. New employees are subject to a probationary period for the first six (6) months and will be evaluated at that time for determination of continued employment.

First six (6) months of employment	\$18.00/hour
6 months to 12 months	\$20.00/hour
Upon completion of one (1) year	Move to step one of Salary schedule.

Holidays

New Year’s Day	Memorial Day	Veteran’s Day
Martin Luther King Day	Independence Day	Thanksgiving
President’s Day	Labor Day	Christmas Day
Patriot’s Day	Columbus Day	

Additionally, each employee will receive two “floating holidays” to be selected at the employee’s request, with the approval of the DPW Director.

Any employee hired on or after July 1, 2014 shall not receive the two (2) floating holidays.

#### Vacation Leave

Vacation leave with pay will be credited to an employee on his/her annual anniversary date following employment and annually thereafter on said anniversary date as follows:

One (1) years service but less than five	Two Weeks
Five (5) years service but less than ten	Three Weeks
Ten (10) years service but less than 15	Four Weeks
Fifteen (15) years service but less than 20	Five Weeks
Twenty (20) years service or more	Six weeks

All vacation and Holidays shall be allotted according to seniority. Seniority shall mean the length of continuing Any bargaining unit member hired after July 1, 2007 will receive vacation pay under the current vacation schedule, but the employee may only reach a maximum entitlement of four weeks of vacation.

Upon separation from employment, vacation time shall be prorated based upon the percentage of the fiscal year the employee has worked as of the date of separation, minus any vacation time used.

#### Bereavement Leave

In the event of a death of a spouse, child, stepchild, parent, stepparent, an employee shall be granted five (5) days, time off, for which they shall receive their regular rate of compensation.

In the event of the death of sister, brother, grandparent, mother-in-law, father-in-law, significant other or others at the discretion of the Department Head, an employee shall be granted three (3) days time off, for which they shall receive their regular rate of compensation.

Bereavement leave will not be required immediately after the occurring death, but may commensurate with the funeral and related necessary procedures.

#### Sick Leave

All employees will receive twelve (12) paid family sick days per fiscal year. (Up to twelve (12) day per fiscal year can be used for illness or injury of a spouse or children to be deducted from the employee’s accumulated sick leave). Employees shall earn one (1) paid sick day at the end of each month wherein the employee actually worked at least fifty percent (50%) of the scheduled work days. An employee can accumulate (effective July 1, 1989) sick time continually to be used for their long-term illness or injury. Medical certification can be required after three (3) consecutive work days, or in cases of excessive absenteeism or abuse of sick leave. The medical certificate shall state the nature of the illness or injury, and expected date of return to work.

Sick time may be used in order for an employee to attend their medical appointments.

At the time of retirement, all full-time employees shall be entitled to buyback sick time with a maximum of 200 days at 55% reimbursement. At the time of retirement or death of a full-time employee hired on or after July 1, 2014, said employee or their estate shall be entitled to buy back sick time with a maximum of two hundred (200) days at 25% reimbursement. Notice is due by January 1<sup>st</sup> in the fiscal year previous to the fiscal year that the individual will be retiring. If said notice is not provided by January 1<sup>st</sup>, then the employee shall not receive the buyback benefit.

Notice for the purposes of this agreement will a written communication received by the Town via email, USPS or hand delivered.

#### Family and Medical Leave Act

The Town of Lanesborough agrees to grant unpaid leave in accordance with the requirements of the FMLA and Massachusetts Family Medical Leave laws. The Town's policy regarding the FMLA and Massachusetts Family Medical Leave laws are posted in the Town Hall and the DPW garage.

#### Personal Leave

Effective July 1, 2016, employees hired prior to July 1, 2014 will be granted time off to conduct personal business, not to exceed five (5) days in a fiscal year. Any employee hired on or after July 1, 2014 will be granted time off to conduct personal business, not to exceed three (3) days in any fiscal year. Such leave will be granted at the time requested by an employee, with reasonable notice, and the approval of the DPW Director.

#### Call-In Time

An employee who is called in to work outside of their regular schedule will be guaranteed a minimum of three (3) hours pay, at their regular per-hour rate of compensation. Compensation for all required overtime worked in excess of forty (40) hours in a work week will be at the regular rate plus 50% thereof, except for Sundays. Compensation for overtime on Sundays will be at the regular rate plus 100% thereof. There shall be a minimum of (1) employee called in between the hours of 6PM-6AM. In such an event the 1<sup>st</sup> person called in will assess the situation and if necessary call a second person. Either person called in may be the DPW Director.

#### Employee Expenses

The Town will provide, for each employee, the following in each fiscal year:

1. A yearly clothing Reimbursement in the amount of \$750.00 will be available for each employee for the purpose of replacement of uniform items used in the performance of duties. Employees must submit receipts within 30 days of purchase, to the Town in order to receive any reimbursement up to the amount listed above. Receipts received after 30 days will not be reimbursed. Employees are responsible for cleaning and maintaining clothing in an acceptable manner to the DPW Director. Clothing allowance accounting will follow the IRS guidelines for tax purposes.

2. Safety: The Town will provide one retro-reflective winter coat that will comply with OSHA regulations. Up to \$150.00 cost. Employee must use clothing allowance to purchase required safety clothing for working, such as HI-Vis shirts, appropriate safety footwear, sturdy pants, etc. that will comply with OSHA standards as amended from time to time. Employees will be required to wear safety clothing and gear as appropriate under OSHA standards, as amended from time to time, at all times while on duty for the Lanesborough DPW.
3. In the case where an employee's personal wear (i.e. glasses, watches, etc.) typically used during the course of business is damaged as a result of the normal course of the work, the Town shall reimburse that employee the replacement value for damage or loss of such item up to a maximum of \$300.00 per fiscal year
4. Reimbursement of hoisting license renewal, every two years, for each member.
5. The Town agrees to reimburse members for all required licensing and required physical examinations.

#### Salary

The step schedule shall be defined as follows:

- Step 1: A regular full-time Highway employee shall enter Step 1 after completion of the twelve (12) month apprentice program. They shall remain in this step until the completion of the fourth (4<sup>th</sup>) year of service from the date of full-time hire.
- Step 2: A regular full-time Highway employee shall enter Step 2 upon completion of the fourth (4<sup>th</sup>) year of full-time service and the beginning anniversary date of the fifth (5<sup>th</sup>) year of service.
- Step 3: A regular full-time Highway employee shall enter Step 3 upon completion of the seventh (7<sup>th</sup>) year of full-time service and the beginning anniversary date of the eighth (8<sup>th</sup>) year of service
- Step 4: A regular full-time Highway employee shall enter Step 4 upon the completion of the tenth (10<sup>th</sup>) year of full-time service and the beginning anniversary of the eleventh (11<sup>th</sup>) year of service.
- Step 5: A regular full-time Highway employee shall enter Step 5 upon the completion of the thirteenth (13<sup>th</sup>) year of full-time service and the beginning anniversary date of the fourteenth (14<sup>th</sup>) year of service.
- Step 6: A regular full-time Highway employee shall enter Step 6 upon the completion of the sixteenth (16<sup>th</sup>) year of full-time service and the beginning anniversary date of the seventeenth (17<sup>th</sup>) year of service.
- Step 7: A regular full-time Highway employee shall enter Step 7 upon the completion of the nineteenth (19<sup>th</sup>) year of full-time service and the beginning anniversary date of the twentieth (20<sup>th</sup>) year of service.
- Step 8: A regular full-time Highway employee shall enter Step 8 upon the completion of the twenty-second (22<sup>nd</sup>) year of full-time service and the beginning anniversary date of the twenty-third (23<sup>rd</sup>) year of service.

## Insurance

Bargaining unit members will pay a contribution percentage as indicated to the following Town insurance plans. Benefits, co-payments, and other features of these plans shall be in accordance with any agreement negotiated between the Town and the Public Employee Committee pursuant to the provisions of G.L. c. 32B, §§22-23.

- A. A \$10,000.00 term life insurance plan. (Town 80% - Employee 20%)
- B. A group hospitalization and surgical insurance plan.
  - a. HMO (Town 80% - Employee 20%)
  - b. PPO (Town 78% - Employee 22%)
- C. A dental insurance plan (Town 80% - Employee 20%)
- D. An employee who has enrolled in one of the Town's health insurance plans for at least one year and drops the plan and remains off the plan for three (3) consecutive years will be paid \$3,500 at the end of the three (3) year period. In order to be eligible for this incentive the employee must provide proof of insurance elsewhere. A member who is off the Town insurance can rejoin under the following conditions;
  - a. A catastrophic event that caused the unavoidable loss of insurance
  - b. The member chooses to join the Town insurance plan during the annual enrollment period.

An employee who re-enrolls in one of the Town's insurance plans prior to the end of the three (3) year period will not receive payment.

Any employee who has been receiving insurance for at least one year who elects to receive a less expensive insurance plan in the subsequent year will receive 50% of the savings realized by the Town for that one year. Notification will be made to the Town by the end of the open enrollment period.

## Vehicle Monitoring

The Union agrees to the installation and activation of global positioning system (GPS) in any or all Town-owned vehicles and equipment for the purpose of further enhancing efficiency and quality of delivery of services to Town residents. The Town agrees to notify the Union in advance of said installation and activation.

It is understood that disciplinary actions against and excessive monitoring of the Town employees is neither the primary purpose, nor the intended result of the implementation of the GPS system. To that end, any disciplinary action which is based in any part upon a GPS finding or report must also be based upon independent supporting facts, gathered before or after the GPS information, which comport with the just cause standard.

The DPW Director will monitor the GPS system, which will be located in the Director's office. Further, the DPW Director shall have the sole responsibility to make the initial determination as to whether an Employee's activity, which has been identified via GPS technology, is appropriate or not.

The use of GPS is not intended to result in any reduction in the bargaining unit. The Town shall not seek to eliminate positions, specifically as a result of the use of GPS.

The Union shall have access to any and all GPS reports and/or data that is directly related to a disciplinary action, upon written request. The requests are limited to reports generated within twenty-four (24) hours before and after the date/time of an applicable infraction, unless the Town is utilizing a longer time period for purposes of discipline, in which case the Union will be entitled to the reports generated within the applicable time period.

Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.

The Town agrees to individually inform all employees within a specific department of the installation of GPS on any or all of its vehicles and/or equipment. Following this notice, both parties agree that no employee shall be allowed to contest an employment action based upon their lack of knowledge of the GPS installation.

The Town and Union agree that authorization is required for an employee to work outside of the boundaries of the town of Lanesborough.

#### Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally to all in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, sexual orientation, gender identity, national origin, military/veteran status, disability, or political affiliation. The Union shall share equally with the Town, the responsibility for applying this provision of the Agreement.


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Contract Agreement

All rights, obligations, and duties set forth in this Contract will become effect July 1, 2020 and will remain in full force and effect until and including June 30, 2023.

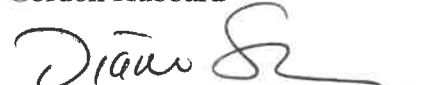
In the event this Agreement reaches the above expiration date prior to a new Agreement being put into effect, it is understood that all employees covered under this agreement will continue to work under the existing provisions of the expired Agreement until such time a new Agreement is signed. When a new Agreement is signed, all of the provisions of the new Agreement will be deemed retroactive to the date the previous Agreement expired. In witness thereof, we the undersigned hereunto set our hands and seals this 13<sup>th</sup> day of May 2020 at Lanesborough MA.

Board of Selectmen

  
John Goerlach

  
Henry Sayers

  
Gordon Hubbard

  
Witness

International Union of Operating Engineers –Local 98

  
President/Business Manager

  
Recording-Corresponding Secretary