

**Memorandum of Agreement
Between the Town of Westford and the
Westford Public Works Association**

The Town of Westford (Town) and the Westford Public Works Association, hereby agree to a successor to the current collective bargaining agreement dated July 1, 2008 to June 30, 2011. Unless specifically modified herein, the terms and conditions of the collective bargaining agreement dated July 1, 2008 to June 30, 2011 shall remain in effect with the following amendments:

1. Contract Term

Two (2) years – June 1, 2011 through June 30, 2013

2. Wages

Appendix A shall be amended to reflect the following changes:

- a. Effective 7/1/11, all steps on the salary schedule shall be increased by zero percent (0%) for FY12 and FY13 and if the Town voluntarily negotiates base wage increases in FY13 with any other Town union, the parties agree the contract will be reopened for the limited purpose of further base wage negotiations.
- b. Step increases will be suspended for one year beginning 7/1/11. Regular step advancement will commence on 7/1/12. Step suspension will not result in any double step advancement by any employee.
- c. Employees who have not reached max step as of 6/30/11 will receive a onetime payment in the amount of \$500, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.
- d. Employees who have reached max step as of 6/30/11 will receive a onetime payment in the amount of \$300, minus standard deductions, not to be included in their base wages, within 30 days of Board of Selectmen ratification of this agreement.

3. Article XXV- Insurance

Section 2

The following language is to be inserted at the end of Section 2:

“This provision shall be superseded by any adopted legislative amendments to M.G.L. c. 32B for the term of this contract.”

4. Article VII - Overtime

a. Amend Section 3: I: 1 as follows:

The word “three” is to be replaced with “four” to reflect the standby payment.

b. Amend Section 3: G as follows:

The word “three” is to be replaced with “four” for the purposes of standby callback pay.

c. Add new language to Section 4:

Section F: Winter Vacation

Only one (1) employee shall be granted winter vacation at any given time from November 15 – April 15. This time shall be made up of five (5) continuous workdays over seven (7) continuous days. In exchange for winter vacation, the employee's incentive time shall be reduced by two (2) incentive days. If incentive time is not available, then the employees vacation time shall be reduced by two (2) days.

For the purpose of this article, winter vacation time runs concurrently with the regular work day. Employees are required to give the Department Head at least four (4) weeks' notice of desired vacation time. If this requirement is not met, the Department Head may decline the request. Employees are relieved from on call status when on an approved winter vacation.

5. Article VIII – Vacations

a. Section 4: Vacation Accrual

Net Credited Service in Months: One (1) will be replaced with zero (0)

b. Section E: Vacation Pay -

Amend this Section by adding the following sentence to the end of Section E as follows:
"Requests made for vacation time to be paid in advance must be in the same fiscal year."

6. Article IX – Bereavement Leave

a. Finance Director is to be replaced with Human Resources Director

b. Two (2) bereavement days is to be replaced with three (3) bereavement days for the length of this contract.

7. ARTICLE XI – Salaries

a. Section 2: Wing Plow Operator Differential

The following language is to be inserted into Section 2:

"The differential is regular compensation and shall be paid with the employee's regular compensated earnings, and not by separate check."

b. Section 3: Placement on Pay Scale

1. 25th year of employment language is to be removed as it no longer applies. See Appendix "A".

2. Amend this section by deleting all but the first sentence of Section 3 and adding the following language: "Step increases will be suspended for one year beginning 7/1/11. Regular step advancement will commence on 7/1/12. Step suspension will not result in any double step advancement by any employee.

8. Article XII – Uniform Allowance

Section 2

The first second and third sentence of section B is to be removed as it conflicts with MGL

Current Language:

B. In the alternative, employees may make work clothing purchases from other vendors or stores.

9. Article XVII – Payroll Deduction Of Dues/Agency Fee

Section 1: Dues

The following language is to be inserted into Section 1:

“The union is responsible for payroll deduction authorizations.”

10. Article XVIII – Holidays

a. Section 2

Independence Day (4th of July) is to be considered a family holiday.

b. Section 3

The current language is to be removed and replaced with the following:

“In order to qualify for holiday compensation, Town employees must be in “pay status” the regularly scheduled day before the holiday and after to be eligible. “Pay status” includes sick, personal and vacation time. Unpaid time does not qualify for holiday compensation.”

11. Article XXIV – License Renewals

a. Section 1

The following language is to be inserted into Section 1:

“The Town will cover the cost of one CDL medical exam per renewal.”

b. Section 2

The following language is to be inserted into Section 2:

“Mechanic Supervisor Stipends is to be reduced to \$150.00 to reflect the current practice and remove the last paragraph of section.”

c. Section 2

The word “tools” is to be inserted in front of stipend for the Mechanics.

12. Maternity/Parental Leave

The following language is to be included:

The Family and Medical Leave Act (FMLA) of 1993, signed into law on February 5, 1993, provides workers the right to take unpaid job-protected leave for meeting family health needs and for the worker’s own illness.

Massachusetts Maternity Leave Act (MMLA): If you are not eligible for leave under the FMLA, you may be entitled to maternity leave under the Massachusetts Maternity Leave Act (MMLA). The MMLA provides eight weeks of job-protected leave to full-time female employees who have completed their initial probationary period and it requires employers to restore a female employee who takes no more than eight weeks of leave for the purposes of giving birth or adoption to her previous or similar position with the same status, pay, length of service credit, and seniority. M.G.L. c. 149, §105D.

Small Necessities Leave Act (SNLA): In May of 1998, Massachusetts lawmakers enacted the Small Necessities Leave Act (SNLA) to provide certain eligible employees with a total of 24 hours of unpaid leave during any 12-month period. These 24 hours of unpaid leave would be

in addition to the 12 weeks already allowed under the Family Medical Leave Act. MGL c. 149, s.52D/ 940 CMR 20.

13. Article VIII – Vacations

Section C

The word “shall” will be replaced with “should”

14. Cell Phones:

Effective 7/1/11, employees may choose to:

1. Be issued a Town cell phone for work purposes only

or
2. Be reimbursed \$25 per month for the use of their personal cell phone for work purposes:
 - a. This reimbursement is only payable during the FY12 and FY13 contract period. Any future reimbursement will need to be negotiated.
 - b. Union agrees to hold the Town harmless, and the Town is not responsible, under any circumstances, for the employee’s personal cell phone. The employee is obligated to ensure their cell phone is in service, is in working order, and the employee must replace if lost or damaged.
 - c. The employee must immediately notify their supervisor if their cell phone is lost or not in working condition and replace it as soon as possible.
 - d. The employee is required to provide their cell phone number to the Town. This number will be loaded in the Town “directory” and may be subject to public records requests.
 - e. There will be quarterly bill submissions based on the fiscal year beginning in October 2011 for the prior three billing cycles. The phone number on the bill is to match the cell phone number provided to and used by the Town. Payment is to be issued within 30 days of submittal.

15. Contractors

The Highway Department agrees to limit the use of contractors for the following highway operations:

1. Sanding operations
2. After storm snow removal and clean up
3. Line painting (excluding fog lines and center lines)

unless safety issues or lack of equipment requires the use of contractors. This is to be re-evaluated after the term of this contract.

The parties further agree to meet during the course of this agreement, for the purposes of discussing other work being performed by contractors that might be more efficiently or economically performed by the bargaining unit, including work needing to be performed within other departments.

16. Duration

Article XXXII: Replace "July 1, 2008 through June 30, 2011" with: "July 1, 2011 through June 30, 2013."

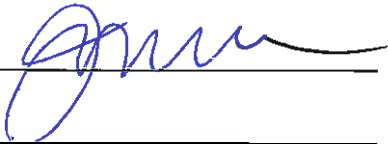
The terms of this MOA will be incorporated into the body of the parties' collective bargaining agreement by the Town and it shall be made available to the Union for review prior to ratification. The phrase "on the date of execution of this agreement" will be replaced with the actual date of execution of this agreement. The integration process will not delay the process of executing and funding this agreement.

17. This Agreement is subject to funding and ratification by the Town and ratification by the Union. Article XXIII – Personal Days




Two (2) personal days is to be replaced with three (3) personal days for the length of this contract.

September 27, 2011

For the Town:



For the Union:

 Glenn Adams - President
 Paul M. Lal - Secretary
 - STEWARD

