

TOWN OF NATICK

Meeting Notice

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, Sections 18-25

Natick Finance Committee

Dlott Meeting Room/BoS Meeting Room, 2nd Flr
TownHall

May 8, 2017 6:30 PM

Agenda

1. Public Concerns/ Comments
 - a. Duly Posted Meeting Agenda for May 8 (Posted by Town Clerk on Bulletin Board)
2. Meeting Minutes
3. Old Business
 - b. Special Town Meeting Article #3 - Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting - Possible Reconsideration
4. New Business
 - c. Article 5 - Collective Bargaining
5. Adjourn

The Finance Committee will make every reasonable effort to update this agenda if additional information is provided subsequent to the initial posting. The Finance Committee reserves the right to consider items on the agenda out of order. Any times that may be listed on the agenda are estimates provided for informational purposes only. Agenda items may occur earlier or later than the stated time.

ITEM TITLE: Duly Posted Meeting Agenda for May 8 (Posted by Town Clerk on Bulletin Board)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Meetign Agenda for May 8	5/4/2017	Exhibit



TOWN OF NATICK

Meeting Notice

POSTED IN ACCORDANCE WITH THE PROVISIONS OF M.G.L. CHAPTER 30A, §§ 18-25

Finance Committee

PLACE OF MEETING

Dlott Meeting Room
2nd Floor, Town Hall
13 East Central Street
Natick, Mass. 01760

DAY, DATE AND TIME

Monday, May 8, 2017
6:30 P.M. to 10:00 P.M

MEETING AGENDA

1. Citizens Concerns
2. Old Business a) Meeting Minutes –Discuss & Approve for: 3/9/17, 3/16/17, 3/21/17, 3/23/17, 3/30/17, 4/4/17
3. Public Hearing: 2017 Spring Annual Town Meeting Warrant a) Article #5 – Collective Bargaining
4. Public Hearing: 2017 Special Town Meeting #1 Warrant a) Article #3 - Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting – Possible reconsideration b)
5. Adjourn

Please note the committee may take the items on this agenda out of order.

Patrick Hayes, Chairman

SUBMITTED BY

ITEM TITLE: Special Town Meeting Article #3 - Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting - Possible Reconsideration

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Article 3 - FinCom Questionnaire Response	5/4/2017	Exhibit
Article 3 Technical Changes PB v FinCom Motions	5/4/2017	Exhibit
Article 3 Motion - Revised after PB Meeting on May 2	5/4/2017	Exhibit
Article 3 Motion Revised_RedLined Version	5/4/2017	Exhibit

Warrant Article Questionnaire

Citizen Petitions Articles

Article # 3 (2017 Special Town Meeting #1)	Date Form Completed: 4/27/2017
Article Title: Amend Zoning By-Laws: Reasonable Regulation of Uses Exempted from Permitting	
Sponsor Name: Cathleen Collins	Email: cmcfincom@gmail.com

Question	Question
1	Provide the article motion exactly as it is intended to be voted on by the Finance Committee.
Response	Please see attached
2	At a summary level and very clearly, what is proposed purpose and objective of this Warrant Article and the required Motion?
Response	<p>This by-law is intended to provide for the reasonable regulation concerning the bulk and height of structures and determining yard size, lot area, setbacks, open space, parking, and building coverage requirements of land, structures, and uses otherwise exempted from local zoning requirements per MGL c.40A, section 3 (see attached for pertinent references).</p> <p>At the moment the Town has no by-law, and thus no way to review or impose reasonable regulations on, "Dover Use" projects. These include, but are not limited to: Churches, rectories, convents, parish houses, and other religious institutions (Use 47); Schools, public, religious, sectarian, or private (Use 48); Licensed nursery schools or other use for the day care of children, but not including day or summer private camps operated for profit (Use 49). I believe that this is why developers have felt free to say that, 'if (the sought after development) can't proceed then we'll just put in a Dover project and you can't regulate it.' This was stated, in my presence, by a developer seeking a zoning change under articles on the 2017 SATM.</p> <p>Note that this by-law is NOT intended to prohibit any otherwise exempted Use but rather to regulate the use as provided for in MGL c. 40A, section 3.</p>
3	What does the sponsor gain from a positive action by Town Meeting on the motion?
Response	Nothing more than any other citizen of Natick including the general relief that will result from eliminating developers' related threats.
4	Describe with some specificity how the sponsor envisions how: the benefits will be realized; the problem will be solved; the community at large will gain value in the outcome through the accompanied motion?

Warrant Article Questionnaire Citizen Petitions Articles

Response	<p>If this by-law is passed, the Planning Board would have the authority and responsibility to perform a site plan review and ensure compliance for any “Dover” use “subject to the limitations of G.L. c. 40A, §3 or other State or Federal statute.” The Planning Board shall impose any such conditions, limitations, and safeguards as it deems appropriate to protect the interests of, and consistent with, the planning objectives for the underlying zoning district.”</p> <p>This will stop cases where an applicant intends to construct, reconstruct, alter or convert a property for a “Dover” use and asserts the Town has no authority to review the size or site of such a project. This problem has resulted in large projects on small parcels and created traffic congestion.</p>
5	How does the proposed motion (and implementation) fit with the relevant Town Bylaws, financial and capital plan, comprehensive plan, and community values as well as relevant state laws and regulations
Response	<p>The proposed by-law fits within stated desires of the Town and its citizens, as well as stated concerns of members of the Planning Board and the ZBA to regulate, within the constraints of MGL c. 40A, section 3, the bulk and height of structures and determining other requirements of land, structures and uses. Several neighborhoods have voiced concern and frustration about the current inability of the Town to place any regulation on these projects.</p> <p>This motion is made possible in part by Article 38 of the 2017 SATM, which separates Special Permits (not allowed for “Dover uses” because it is discretionary) from Site Plan Review (seemingly allowed for “Dover Uses” as noted in answer to Question 11, below).</p>
6	<p>Have you considered and assessed, qualified and quantified the various impacts to the community such as:</p> <ul style="list-style-type: none"> • Town infrastructure (traffic, parking, etc.) • Neighbors (noise, traffic, etc.); • Environment and green issues (energy conservation, pollution, trash, encouraging walking and biking, etc.);
Response	<p>This by-law is intended to improve the various situational impacts identified above. Without the by-law the negative impacts could affect every neighborhood and the Town as a whole through increased traffic, unsafe parking, increased noise and unchecked erosion and pollution.</p>
7	<p>Who are the critical participants in executing the effort envisioned by the article motion?</p> <p>To this point what efforts have been made to involve those participants who may be accountable, responsible, consulted or just advised/informed on the impacts of executing the</p>

Warrant Article Questionnaire Citizen Petitions Articles

	motion?
Response	The Planning Board would be the most impacted in terms of Town Agencies. I have discussed this proposal in detail with one member already and am scheduled for a full Public Hearing on the topic with the Planning Board on Wednesday May 3 rd . I have also sought input from a former ZBA member who had expressed frustration with the Town's lack of control in these situations especially in the case of Child Care Facilities.
8	<p>What steps and communication has the sponsor attempted to assure that:</p> <ul style="list-style-type: none"> • Interested parties were notified in a timely way and had a chance to participate in the process, that • Appropriate town Boards & Committees were consulted • Required public hearings were held
Response	<p>Planning Board Public Hearing scheduled for May 3, 2017</p> <p>I have briefly discussed with Town Administration who agreed action was needed and asked Town Counsel to review the proposal to ensure the by-law will result in the desired effect. I have also discussed the idea with numerous citizens who were supportive.</p>
9	Why is it required for the Town of Natick AND for the sponsor(s)?
Response	As noted above, it is required for the Town of Natick to ensure that, in line with the Purpose and Authorization statement in the Zoning By-Laws, to "preserve and to promote the life, health, safety, ... convenience and welfare of the townspeople ... (and) to protect real estate from damaging uses of adjacent property" (Section 100). The sponsor, as an individual, has no other requirement or need.
10	Since submitting the article petition have you identified issues that weren't initially considered in the development of the proposal?
Response	Town Counsel expressed the need to clarify that any actions are subject to the limits of MGL c. 40A, section 3. Language was inserted to address this. He was also unsure at the time of our discussion whether the Town could require Site Plan Review on "Dover use" projects and he is reviewing further. However, see below for further information.
11	What are other towns and communities in the Metro West area, or the Commonwealth of MA doing similar to what your motion seeks to accomplish
Response	MGL c. 40A, section 3 is silent on the issue of Site Plan Review and the specific question has never been answered by either the Massachusetts SJC or the Appeals Court. However, in an unpublished opinion (<i>Jewish Cemetery Association of Massachusetts, Inc. v. Town of Wayland</i>

Warrant Article Questionnaire Citizen Petitions Articles

	<p>(2010), attached), Justice Sands (referring to The Bible Speaks v. Board of Appeals of Lenox) stated, “the Appeals Court held that the site plan/special permit bylaw at issue exceed the Dover Amendments allowance of reasonable regulations ... (however) such case does not stand for the proposition that all site plan review violates the Dover Amendment as an absolute matter of law. In light of the above, I find that uses protected by the Dover Amendment may be subject to site plan review as long as such review is limited to reasonable regulations.”</p> <p>Furthermore, he continued, since “the site plan review process implies regulation of a use rather than its prohibition (YD Dugout, Inc. v. Board of Appeals of Canton). It contemplates primarily the imposition, for the public protection, of reasonable terms and conditions” upon a permitted use.</p> <p>A similar Zoning By-Law Amendment is on the Wayland 2017 Annual Town Meeting Warrant to address regulation of uses otherwise exempted by MGL c. 40A section 3.</p> <p>The Town of Concord (Zoning By-Law section 11.8.7) requires Site Plan Review and was used, in part for the development of this proposal.</p> <p>Framingham and Westwood also include dimensional compliance and/or a site plan requirement, which was reviewed.</p>
12	If this Warrant Article is not approved by Town Meeting what are the consequences to the Town and to the sponsor(s)? Please be specific on both financial and other consequences.
Response	Uses exempted from permitting under MGL c. 40A section 3 can continue to be constructed or created in every zoning district with no oversight or regulation of the bulk or height of structures, lot size, lot area, setbacks, open space, parking or building lot coverage requirements. In other words, an exempted (“Dover”) use could build higher, closer to lot lines and/or covering 100% of a lot, with no parking, etc. and the Town would remain virtuously powerless to protect other citizen’s properties.

2017 Special Town Meeting #1
Article 3
(Cathleen Collins, et al)

Changes requested by Planning Board (5/3/17) VS. Motion voted by FinCom on 5/1/17:

III-A.7 Regulation of Land or Structures for Purposes Otherwise Exempted from Permitting

4. Intensity Regulations:

b) In residential districts:

(ii) Added the words “Except as otherwise stated in subsection 4b)(iii)” to clarify that maximum Floor Area Ratio of 0.17 applies in all residential districts EXCEPT for Child Care Facilities (where the applicant has some flexibility to use a maximum building coverage of 2,500 square feet or a maximum FAR = 0.17)

(iv) Make “Sky Exposure Plane” applicable only in a residential district where there is a greater concern re: the bulk/mass of a building.

In Section 200 Definitions:

Change the reference to MGL citation used in MGL40As.3 (reference used to be the associated CMR)

Minor editing changes to provide appropriate use of capital letters as needed.

2017 Special Town Meeting #1
Article 3
(Cathleen Collins, et al)

Motion:

Move that the Zoning Bylaws be amended as follows:

-In Section III – USE REGULATIONS, following subsection III - A.6, add a new subsection as follows:

“III – A.7 Regulation of Land or Structures for Purposes Otherwise Exempted from Permitting

1. Purpose: To provide for the reasonable regulation of land and structures exempted from permitting by Massachusetts General Laws chapter 40A, §3, or other State or Federal statute.
2. Subject to the limitations of G.L. c. 40A, §3 or other State or Federal statute, and notwithstanding anything to the contrary, the development, redevelopment, alteration, or conversion of land or structures for such an exempted purpose shall be subject to Site Plan Review by the Planning Board per Section VI-DD 2B and the following:
 - a) In reviewing the site plan submittal made under this section, the following criteria shall be considered:
 - i. relationship of the bulk, height of structures, and adequacy of open spaces to the natural landscape, existing buildings and other community assets in the area, and compliance with other requirements of this Bylaw, which includes but is not limited to lot coverage, yard sizes, lot areas and setbacks;
 - ii. harmony of any proposed or potential incidental uses with the uses permitted in the underlying zoning district;
 - iii. physical layout of the structures, driveways, utilities and other infrastructure as it relates to the convenience and safety of vehicular and pedestrian movement on the site and in relation to streets and properties in the surrounding area, and for the location of driveway openings in relation to street traffic and to adjacent streets, so as to prevent traffic congestion and dangerous access within the site and onto existing ways, and when necessary, compliance with other requirements for the disabled, minors or the elderly;
 - iv. adequacy of the arrangement of parking and loading areas in relation to the proposed use of the site;
 - v. physical lighting of the site, including the methods of exterior lighting for convenience, safety and security within the site, and in consideration of impacts on neighboring properties and excessive light pollution to the standards of Section V-I; and

- vi. adequacy of measures for the prevention of pollution of surface and groundwater, soil erosion, increased runoff, changes in groundwater level and runoff, and conservation and recycling of water.
- b) Subject to the limitations of G.L. c. 40A, §3 or other State or Federal statute, the Planning Board shall impose any such conditions, limitations, and safeguards as it deems appropriate to protect the interests of, and consistent with, the planning objectives for the underlying zoning district.
- 3. Location: These purposes are limited to Lots that conform in: area, frontage, depth, and width; to the zoning district in which they are located.
- 4. Intensity Regulations:
 - a) In all non-residential districts the intensity regulations shown on, or referenced in, Table IV – B shall apply.
 - b) In residential districts:
 - (i) All parking, areas of active use, play areas, communal gathering areas, and storage; whether in buildings, accessory structures, or outdoor; shall be subject to the district's setbacks as shown in Table IV – B
 - (ii) Except as otherwise stated in subsection 4b)(iii), the Floor Area Ratio (FAR) shall not exceed 0.17
 - (iii) For a Child Care Facility: The ground area covered by the Building in which such business is located, up to 2,500 square feet, shall not exceed the Maximum % Building Coverage for the zoning district in which it is located. For a Building with a ground area coverage in excess of 2,500 square feet the Floor Area Ratio (FAR) shall not exceed 0.17
 - (iv) Sky Exposure Plane: The roof of the building may not project beyond sky exposure planes determined from the lot lines in a rise : run ratio of 1 : 1.
- 5. Savings Clause: If any provision, clause, subsection, or other part of Section III-A.7 shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Section shall not be affected thereby, but shall remain in full force and effect."

-In Section 200 Definitions add a new definition:

"CHILD CARE FACILITY: A day care center or school age child care program as those terms are defined in G.L. c 15D, §1A."

-In Section V-D. 3, add a new subsection:

"v) For nursery schools, day care and child care facilities - 1 space per 5 children the facility is licensed to serve"

-In Section III-A.2 USE REGULATIONS TABLE, add a new footnote to Uses 47, 48, & 49.

“‡ Except as such Use is otherwise exempted from permitting by Massachusetts General Laws chapter 40A, section 3, or other State or Federal statute, in which case it is subject to Section III – A.7.”

2017 Special Town Meeting #1
Article 3
(Cathleen Collins, et al)

Motion:

Move that the Zoning Bylaws be amended as follows:

-In Section III – USE REGULATIONS, following subsection III - A.6, add a new subsection as follows:

“III – A.7 Regulation of Land or Structures for Purposes Otherwise Exempted from Permitting

1. Purpose: To provide for the reasonable regulation of land and structures exempted from permitting by Massachusetts General Laws chapter 40A, §3, or other State or Federal statute.
2. Subject to the limitations of G.L. c. 40A, §3 or other State or Federal statute, and notwithstanding anything to the contrary, the development, redevelopment, alteration, or conversion of land or structures for such an exempted purpose shall be subject to Site Plan Review by the Planning Board per Section VI-DD 2B and the following:
 - a) In reviewing the site plan submittal made under this section, the following criteria shall be considered:
 - i. relationship of the bulk, height of structures, and adequacy of open spaces to the natural landscape, existing buildings and other community assets in the area, and compliance with other requirements of this Bylaw, which includes but is not limited to lot coverage, yard sizes, lot areas and setbacks;
 - ii. harmony of any proposed or potential incidental uses with the uses permitted in the underlying zoning district;
 - iii. physical layout of the structures, driveways, utilities and other infrastructure as it relates to the convenience and safety of vehicular and pedestrian movement on the site and in relation to streets and properties in the surrounding area, and for the location of driveway openings in relation to street traffic and to adjacent streets, so as to prevent traffic congestion and dangerous access within the site and onto existing ways, and when necessary, compliance with other requirements for the disabled, minors or the elderly;
 - iv. adequacy of the arrangement of parking and loading areas in relation to the proposed use of the site;
 - v. physical lighting of the site, including the methods of exterior lighting for convenience, safety and security within the site, and in consideration of impacts on neighboring properties and excessive light pollution to the standards of Section V-I; and

- vi. adequacy of measures for the prevention of pollution of surface and groundwater, soil erosion, increased runoff, changes in groundwater level and runoff, and conservation and recycling of water.
 - b) Subject to the limitations of G.L. c. 40A, §3 or other State or Federal statute, the Planning Board shall impose any such conditions, limitations, and safeguards as it deems appropriate to protect the interests of, and consistent with, the planning objectives for the underlying zoning district.
3. Location: These purposes are limited to Lots that conform in: area, frontage, depth, and width; to the zoning district in which they are located.
4. Intensity Regulations:
- a) In all non-residential districts the intensity regulations shown on, or referenced in, Table IV – B shall apply.
 - b) In residential districts:
 - (i) All parking, areas of active use, play areas, communal gathering areas, and storage; whether in buildings, accessory structures, or outdoor; shall be subject to the district's setbacks as shown in Table IV – B.
 - (ii) Except as otherwise stated in subsection 4b)(iii), the Floor Area Ratio (FAR) shall not exceed 0.17
~~e) For a Child Care Facility: The ground area covered by the Building in which such business is located, up to 2,500 square feet, shall not exceed the Maximum % Building Coverage for the zoning district in which it is located. For a Building with a ground area coverage in excess of 2,500 square feet the Floor Area Ratio (FAR) shall not exceed 0.17~~
 - (iii)
~~e)(iv) Sky Exposure Plane: Except for the Downtown Mixed Use district; the roof of the building may not project beyond sky exposure planes determined from the lot lines in a rise : run ratio of 1:00 : 1:00.~~
5. Savings Clause: If any provision, clause, subsection, or other part of Section III-A.7 shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Section shall not be affected thereby, but shall remain in full force and effect.”

-In Section 200 Definitions add a new definition:

“CHILD CARE FACILITY: A day care center or school age child care program as those terms are defined in ~~606 CMR 7.00~~ G.L. c.15D, §1A.”

-In Section V-D. 3, add a new subsection:

“v) For nursery schools, day care and child care facilities - 1 space per 5 children the facility is licensed to serve”

-In Section III-A.2 USE REGULATIONS TABLE, add a new footnote to Uses 47, 48, & 49.

“‡ Except as such Use is otherwise exempted from permitting by Massachusetts General Laws chapter 40A, section 3, or other State or Federal statute, in which case it is subject to Section III – A.7.”

ITEM TITLE: Article 5 - Collective Bargaining

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Dispatchers MOA	5/1/2017	Exhibit
Dispatchers MOA Red-Lined	5/1/2017	Exhibit
Cost Analysis for all contracts settled	5/1/2017	Exhibit
Supervisors MOA FY 16-18	5/1/2017	Exhibit
Supervisors FY 13-15 Contract	5/1/2017	Exhibit
Firemen FY 13-15	5/1/2017	Exhibit
Deputy Firemen FY 13-15	5/1/2017	Exhibit
Firemen & Deputy Fire FY 16-18	5/1/2017	Exhibit
Fire & Deputy Fire Payscale FY 13-15	5/1/2017	Exhibit
Facilities Maint FY 13-5	5/1/2017	Exhibit
Facilities Maint FY 16-18	5/1/2017	Exhibit
Facilities Maint Wage Sheet	5/1/2017	Exhibit

For Administration Use:

Union Ratification: _____

Executive Session: _____

Board of Selectmen: _____

MEMORANDUM OF AGREEMENT BETWEEN

TOWN OF NATICK

AND

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION, INC. LOCAL 182

1. Three year agreement from July 1, 2015 through June 30, 2018
2. Article 6- Grievance Procedure
 - a. Adjust "14 (fourteen) days" to be "14 (fourteen) calendar days"
 - b. Step 2- In last sentence, adjust "his" to be "his/her"
 - c. Step 3- adjust "seven days" to be "seven calendar days"
3. Article 7, Section 1- Seniority
 - a. Rewrite the second sentence
 - i. "An employee transferred to a position outside of the bargaining unit will retain seniority for a period up to one year."
4. Article 8- Salaries/Compensation
 - a. Effective July 1, 2015 2% increase then a one-time market adjustment of \$2,500 across all steps.
 - b. Effective July 1, 2016 2% increase
 - c. Effective July 1, 2017 1% increase
5. Article 9, Section 2- Group Health Insurance
 - a. Delete current language and add attached PEC agreement
6. Article 11- Sick Leave
 - a. Section 1- reduce 10 hours accrued a month to 8 hours
 - b. Section 5- rewrite the sentence
 - i. "Sick leave shall not be considered as time worked in the computation of overtime during the same pay period."
7. Article 12- Administrative Leave
 - a. Delete parts A, B, & C
8. Article 14, Section 2- Vacations
 - a. Delete the last sentence
9. Article 15- Miscellaneous
 - a. Section 5- Compensatory Time

- i. Change to read: “Full-time dispatchers may earn compensatory time up to a maximum of seventy (70) hours provided said compensatory is requested at least twenty-four (24) hours in advance and approved by the Lieutenant in Charge of Dispatch or his designee. The calculation of earned compensatory shall be as described in Article 11 – Section 5 whereas Sick Leave shall not be considered as time worked in the computation of compensatory time during the same pay period.”
- b. Section 6- Overtime Assignments
 - i. Add sentence to the end of the first paragraph: “Any forced shifts will be paid at time and a half.”
- c. Add a section
 - i. “Section 18. Communications Training Officer- Effective July 1, 2017, Dispatchers who are designated as Communication Training Officers (CTO's) will be compensated for each shift where a new dispatcher is given supervision and training. A per shift stipend of one (1) compensatory hour will be paid to the CTO. This per shift stipend is not to be factored into base pay of the dispatcher. The stipend will not apply to other CTO meetings or training required for the assignment, for which the dispatcher is otherwise being paid subject to approval by the Chief of Police

10. Article 16, Section 2- In-Service Training

- a. Increase additional hours for dedicated fire dispatch training from 8 hours to 16 hours and increase compensation from \$500 to \$1,000.

BOARD OF SELECTMEN

DISPATCHERS' UNION

Date: _____

Date: _____

AGREEMENT

BETWEEN

THE

TOWN OF NATICK, MASSACHUSETTS

AND

New England Police Benevolent Association, Inc.

Local 182

Covering Civilian Dispatchers of

the

Public Safety Dispatch Center

July 1, ~~2012~~ 2015 – June 30, ~~2015~~ 2018

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AGREEMENT

AGREEMENT effective July 1, ~~2012~~-2015 through June 30, ~~2015~~2018, between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and the New England Police Benevolent Association, Inc. Local 182 (hereinafter referred to as the Union).

ARTICLE 1

Section 1. Recognition

The Town of Natick hereby recognizes the Union as the exclusive bargaining representative of the following described employees:

- (a) All civilian Public Safety Dispatchers working in the Police and Fire Departments.

Section 2. Participation in Union

The Town will advise the Union, in writing, of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to become a member of the Union, and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

Section 3. Non-Discrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of race, color, creed, handicap, sex or national origin.

ARTICLE 2 - EMPLOYEES RIGHTS AND OBLIGATIONS

Section 1.

Employees covered by this Agreement shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employee organizations, or to refrain from such activity, to hold office in and participate in the management of the Union, to act in the capacity of the Union representative, and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; except that no official of the Town of Natick shall participate in the management of the Union or act as its representative if such activities would be incompatible with his official duties.

Section 2.

In the exercise of these rights, all employees covered by this Agreement shall be free from any and all interference, restraint and coercion, and such employees shall be protected against any discrimination in regard to tenure, promotion, or other conditions of employment.

Section 3.

Any of the benefits or privileges presently enjoyed by employees in the unit will not be unilaterally impaired.

ARTICLE 3 - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Natick retain the right to direct employees to hire, promote, transfer, assign and retain employees within the Public Safety Dispatcher Unit, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such

operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the applicable departments in situations of emergency, provided that such rights shall not be exercised in violation of other sections of this Agreement.

Section 2

The Town of Natick and its management officials have the right to promulgate reasonable rules and regulations pertaining to employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement. The parties agree that prior to the promulgation of such rules and regulations (which take place after execution date of this Agreement), the town or its appropriate officials will consult with and discuss such rule or regulation with the Dispatchers' Union.

ARTICLE 4 - UNION ACTIVITIES

Section 1.

Insofar as requirements of the Public Safety Departments allow, Union officers and/or stewards will be excused from duty, without pay, when required to conduct Union Business other than joint meetings with management. Union officers and/or stewards shall be excused from their normal tour of duty in periods of half days or whole days unless a part of such periods can be used for productive work of their employing unit.

Such officers and/or stewards shall attempt to give reasonable advance notice of their intent to engage in such business to their supervisor so that the work may be arranged accordingly.

Section 2.

There shall be no deduction of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours concerning grievance matters and the interpretation or application of the provisions of this Collective Bargaining Agreement.

Section 3.

No union activities, including the solicitation of membership or the collection of dues, will be carried on during working hours which will interfere with the normal operations of the Public Safety Departments.

Section 4.

The union shall furnish the Board of Selectmen, Town Administrator and Police and Fire Chiefs with a written list of its Local Officers and Shop Stewards, and shall, as soon as possible, notify said appropriate Town Officials in writing of any changes therein. Only those officers and stewards shall be recognized by the Town for purposes of joint meeting, except that at the Union's discretion, the Union may be represented by counsel.

ARTICLE 5 - AGENCY FEE

A. Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the ninety-first (91st) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Dispatchers' Union, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted on a monthly basis, shall not exceed 90% of the sum set from time to time by the Dispatchers' Union as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

B. The Dispatchers' Union agrees to indemnify, defend and hold harmless the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored as long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the agency fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

ARTICLE 6 - GRIEVANCE, ARBITRATION PROCEDURE

A. The purpose of this Article is to establish a procedure for the settlement of any grievances between the employees covered by this Agreement and the Town.

B. The term "grievance" shall be defined as only those claims or disputes which allege a violation of the provisions of this Agreement.

Step.1

Within ten days of the occurrence or omission complained of the aggrieved employee shall submit written grievance to the Chief of Police/Fire setting forth the name of the grievant, facts relied upon, contractual procedure claimed to be violated and remedy sought. The Chief of Police/Fire shall give his written response within 14 (fourteen) calendar days thereafter.

Step.2

If the Grievance is not settled of Step 1, it may be submitted to the Town Administrator within seven days of the Step 1 decision or its due date. The Administrator may meet with the grievant if deemed necessary and shall issue his/her written response within 14 (fourteen) calendar days of receipt of the grievance.

Step.3

If the grievance is not settled at Step 2, the Union may submit it to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, such submission to be made within seven calendar days of the Town Administrators' decision or its due date.

C. The time limits set forth herein are maxima, failure to file a grievance on appeal of the next step shall constitute a waiver of it. Failure of the Chief or Administrator to issue a timely response shall be deemed to be a denial, permitting appeal to the next step.

D. The decision of the arbitrator shall be final and binding. However, the arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement, or any amendment or supplement thereto. The arbitrator shall not have jurisdiction or authority to render any decision which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.

E. Expenses of arbitration other than the cost of any stenographic record shall be borne equally by the parties.

ARTICLE 7 - SENIORITY, PROMOTIONS, LAYOFF AND RECALL

Section 1. Seniority

Seniority means length of continuous employment by the Town in a position covered by this Agreement. ~~An employee will acquire seniority after completing a one hundred eighty (180) day probationary period with monthly reports by his/her supervisor and seniority shall then date from the beginning of his employment.~~ An employee transferred to a position outside of the bargaining unit will retain seniority for a period up to one year. An employee transferred to a position outside the

bargaining unit will retain seniority but will not accumulate additional seniority during the period that s/he occupies a position outside the unit.

Seniority shall be determined by the date of employment as a Public Safety Dispatcher in Natick for purposes of shift selection, vacation selection and overtime assignments where applicable. If in the opinion of the Chief of Police, the use of seniority as described above, is not in the best interest of the Public Safety Dispatch Center, the Chief may make such selections in a way which best fit the efficient and effective operation of the center. The decision of the Chief will be subject to the grievance procedure up to Step 2 (Town Administrator step only). Although the Chief of Police retains the right to assign employees according to the needs of the department, it is agreed that shift assignments will not be changed arbitrarily or capriciously.

Section 2. Promotions

If a new classification covered by this Agreement is created or if a vacancy occurs in a regularly assigned position (which position or classification will be of more than thirty (30) days duration) and if the Town intends to fill such vacancies, such vacancies shall be posted for five (5) working days within ten (10) working days after the vacancy occurs or the new classification is created. Appointments shall be made within thirty (30) working days after posting. A determination of qualifications shall be arrived at based upon education, training, experience, and past performance including attendance and seniority.

The appointment, if the position is to filled by the Town, shall be made in accordance with the following procedures:

- a) Preference shall be given to applicants from within the Dispatchers' Union, in accordance with seniority, subject to their qualifications for the position as described in paragraph 2.
- b) For the purpose of this Section, seniority shall mean the length of service.

Section 3. Determination of Qualifications

Both parties recognize management's prerogative to make the sole and final determination as to whether an employee is qualified for a position and to select any applicant who in management's sole discretion, it determines to be most qualified for any position to be filled. Only where management has determined that two applicants are equally qualified will preference be given for seniority.

Section 4. Reduction in Force

The employer retains the exclusive right to determine what departments, divisions, and job classifications are to exist, whether to layoff employees, to determine the existence or non-existence of a vacancy, and whether any vacancy will be filled. In the event the employer in its exclusive discretion determines there is to be a reduction in the number of employees in any job classification or to abolish any job classification, the following procedure shall be employed.

The employer shall consider the following factors in determining which employees in a classification shall be laid off:

- a) Relative qualifications including ability and skills, professional or vocational education and/or training, proven performance, relevant experience, past record, including prior evaluations, if any.
- b) Needs of the department.

When the foregoing factors are, in the judgment of the Employer, substantially equal for two or more employees, seniority within the division shall govern.

In any case, if the Town decides to implement a "Reduction in Force" plan which involves elimination of any of the positions covered by this Agreement, the individual member of this unit so affected will be provided the opportunity to apply for retirement if the employee so qualifies.

Any employee extended beyond the mandated retirement age, will, by practice, be subject to reduction in force outside the procedures described above.

ARTICLE 8 - SALARIES/COMPENSATION

Section 1.

The pay plan shall be in accordance with the following Schedule A "Classification and Salary Schedule", and shall cover the entire period July 1, 201~~4~~⁵ to June 30, 201~~5~~⁸. (see attached pay schedule)

COLA:

Effective July 1, 2015 2%

Effective July 1, 2016 2%

Effective July 1, 2017 1%

ARTICLE 9 - INSURANCE

Section 1. Term Life Insurance

Each employee shall be covered by a term life insurance policy in the amount of \$5,000.00 by Town Meeting Approval. The net premium of said policy shall be shared equally between the Town and the employee.

Group life and health insurance will be made available to bargaining unit employees on the same basis as to other Town employees, based upon the determination of the Board of Selectmen.

Section 2. Group Health Insurance

~~Group Health Insurance will be made available to bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen. All new enrollees as of July 1, 2012 will be at 75/25 for both Family and Individual plans.~~

~~Current employees will see increases in contribution rates as listed below:~~

~~As of January 1, 2013 individual deductible increases to 80/20.~~

All new hires will be issued a copy of the PEC (Public Employee Council) Agreement upon hire outlining health insurance cost options.

The attached Memorandum of Agreement Between The Town of Natick and All Collective Bargaining Units representing employees employed by the Town of Natick ("the Unions") stipulates the terms of group health insurance coverage for the period July 1, 2016 through June 30, 2018.

Group Health Insurance will be made available to full-time and regular part-time bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen.

ARTICLE 10 - BEREAVEMENT

In the event of death of a member of an employee's immediate family (as defined below), the employee will be permitted to be absent without loss of pay based at the employee's straight time hourly rate of pay as follows:

- a. For the employee's parents, siblings, children, spouse or co-habiting significant other (five) 5 days
- b. For the employee's grandparents, grandchildren, aunts, uncles, parents-in-law and siblings-in-law (three) 3 days.

ARTICLE 11 - SICK LEAVE

Section 1.

Regular full-time employees will accrue sick leave at the rate of ~~ten (10)~~ eight (8) hours for each month of service, not to exceed fifteen (15) days in any year effective July 1, 1984. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum of two hundred and twenty-four (224) shifts. New employees hired on or after July 1, 1987 shall have a maximum accumulation of 180 shifts. Employees hired after July 1, 1996, shall accrue eight (8) hours sick leave per month up to a maximum of one hundred twenty (120) days.

Section 2.

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town, wherein he agrees to reimburse the Town for such payments in the event he receives workers' compensation benefits for said period.

Section 2A.

- The chief of Police, without medical evidence, may grant sick leave with pay to any employee of his/her department a maximum, of eight (8) days in any calendar year, but not more than three *(3) days at any one time.
- For a period in excess of three (3) consecutive days, the Chief of Police may require a Doctor's certificate from the employee.
- For absences in excess of ten (10) days in any calendar year, the Chief of Police may also require a Doctor's certificate from the employee. The Chief of Police may also require a Doctor's certificate if he/she believe there is a pattern of sick leave abuse.
-

Section 3. Personal Day.

Each member of the unit shall be entitled to three (3) personal days as of July 1, 1989. Said days shall be used within the fiscal year in which they are earned and may not be carried over from year to year.

In addition to the Personal Days provided, each member of the unit may earn one additional day annually for any continuous 90 day period during which there is no sick leave used.

Section 4.

Request for sick leave shall be subject to the approval of the Supervisor, provided that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement. The Town may require evidence of the necessity for such absence in the form of a physician's certificate or other evidence satisfactory to the Supervisor, as a condition precedent to the approval of such request. Denial of sick leave may be appealed to the Chief by the employee. If the Town requires a physician's certificate as set out above, the Town will pay the full cost of obtaining the certificate. Sick leave may not be used until after three months of continuous employment.

Section 5.

~~Sick leave shall be considered as time worked in the computation of weekly overtime, providing that the employee involved works at least one full day during his usual work week.~~ Sick leave shall not be considered as time worked in the computation of overtime during the same pay period.

Section 6.

Sick leave is an insurance policy and is not a right. Abuse of sick leave will not be tolerated.

Section 7. Sick Leave Buy Back

Effective December 1, 2012, those employees who retire within the next (5) years will be allowed to elect, the option of being grandfathered, or receiving longevity. Those employees have the option of selecting to retain the buy back as in place or receive the new twenty-five (25) year longevity payment. Said members must select and inform the Director of Human Resources in writing within (10) days of the contract being funded and approved by Town Meeting.

~~Upon retirement, each employee shall be compensated with one days' pay for every three (3) days sick leave accumulated over one hundred (100) days. Maximum accumulation for sick leave buy back for all employees hired prior to July 1, 1987, is two hundred twenty four (224) shifts. Employees hired on or after July 1, 1987 shall be compensated with one day's pay for every three (3) days sick leave accumulated over one hundred (100) shifts. Maximum accumulation for sick leave buy back for employees hired on or after July 1, 1987 is one hundred eighty (180) shifts.~~

Employees hired after July 1, 1996, shall accrue one day sick leave per month up to a maximum of 120 days. Upon retirement (for those employees hired after July 1, 1996) each employee shall be compensated one day's pay for every 2 days of accumulated sick leave over fifty (50) days.

Section 7a:

~~Notification with regard to intention to retire and receive sick leave buy will occur as follows:~~

- ~~a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to the Chief of the Department by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy back at retirement. If the employee fails to give the requisite notice by December 1, the Town will not be required to make the buy back payment until a transfer of funding can be made at the next Town Meeting. The deadline for the fall Town Meeting is July 1st. The Town may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy back budget items, but such payment shall not establish a precedent.~~
- ~~b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.~~
- ~~c. This section shall not apply to employees who separate from service due to death or disability.~~

ARTICLE 12 - ADMINISTRATIVE LEAVE

Administrative Leave may be granted by the Town Administrator without loss of pay for the following:

- ~~A. Paternity Leave up to two days (to be deducted from sick leave).~~
- ~~B. Maternity Leave Maternity Leave may be granted up to twelve (12) weeks unpaid leave, provided that the request for such leave is in writing to the Department Head with~~

~~sufficient notice for proper planning and pursuant to Chapter 149, Section 105D of the Massachusetts General Laws. In effect this means that if an employee has any accumulated sick leave, she may use it subject to the provisions of standard sick leave policy of the Town as contained in this Agreement.~~

~~C. Illness of Immediate Family — up to five days (to be deducted from sick leave). A department head may extend such period in unusual circumstances. The denial of such extension may be appealed to the Town Administrator.~~

A. ~~D.~~ Leave of Absence - Absence for a period of one year at no pay at the discretion of the Town Administrator. Said leave to be conditioned upon availability of an opening within the one-year leave or desired date for return.

ARTICLE 13 - HOLIDAYS

Holidays - all holidays paid at 8 hours at regular hourly rate:

New Years' Day	Independence Day
Martin Luther King Day	Labor Day
Presidents' Day	Columbus Day
Patriots' Day	Veterans' Day
Memorial Day	Thanksgiving Day
	Christmas Day

Any employee (part-time or full-time) who works on Thanksgiving or Christmas Day shall be paid time and one-half his/her hourly rate, in addition to holiday pay.

ARTICLE 14 - VACATIONS

Section 1.

- a) A regular full-time employee during the first year of employment with the Town earns no vacation time during the first two months of employment and earns one day per month starting with the third month of employment. No vacation time shall be taken until six (6) months of employment with the Town.
- b) A regular employee who has completed one (1) but less than five (5) years continuous service in employment covered by this Agreement shall be entitled to two (2) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve months preceding such anniversary date of employment.
- c) A regular employee who has completed five (5) but less than ten (10) years continuous service in employment covered by this Agreement shall be entitled to three (3) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.
- d) A regular employee who has completed ten (10) or more years continuous service in employment covered by this Agreement shall be entitled to four (4) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.

e) A regular full-time employee who has completed twenty (20) or more years continuous service in employment covered by this Agreement shall be entitled to five (5) weeks vacation with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.

f) No vacation is to be cumulative beyond the calendar year in which it is allowed unless all of the following situations are met:

1. No more than one week may be carried over;
2. An employee cannot carry over vacation time more than once in five (5) years;
3. Both the employee and the department head must agree.

g) Subject to the operating requirements of the Department, an employee shall have his choice of vacation time according to seniority.

h) Beginning July 1, 2000 vacations will be based upon anniversary date of permanent appointment.

Section 2.

Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which s/he is entitled, she/he, or in the case of death, his/her estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his/her regular rate for each such day of unused vacation. ~~Any employee who resigns shall give the Town at least two weeks notice and failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.~~

ARTICLE 15- MISCELLANEOUS

Section 1. Clothing Allowance

The sum of \$450 per member of the unit shall be provided on July 1, for the purpose of purchasing approved clothing/Uniforms for use during work hours.

Any member of the Unit may use up to \$150 annually of the current clothing allowance for the purpose of clothing maintenance.

Section 2. Training

The Town of Natick shall provide training opportunities to members of the Dispatchers' Union related to their job whenever and wherever possible. The schedule of training will be developed by the Police & Fire Departments in concert with the Dispatchers' Union and wherever possible be offered during the scheduled work shift.

Necessary training off the site or outside the regularly scheduled work shifts will be provided with either compensatory time or overtime provisions exercised.

It is further understood that data entry for computer utilization or enhancement shall be part of the responsibilities of the Dispatcher during regular work shift periods.

Section 3. Work Schedule

All members of the unit shall work the so called 4-2 schedule used in the Natick Police Department.

Section 4. Shift Differential

Each member of the Unit who works a tour of duty on either the 4:00 p.m. -12:00 a.m. or 12:00 a.m. - 8:00 a.m. shift shall receive in addition to his regular compensation, an amount equal to 6% of base pay for those tours of duty that are worked. This shall become effective January 1, 2001.

Full-time dispatchers shall be guaranteed the first request for a shift off within a calendar day. A second request for a shift off within a calendar day will be approved only if at least one of the two requests has been filled with a part-time dispatcher. 24 hour notice and approval by the Lt. in charge of Dispatch or his/her designee is required for both requests for time off.

Full-time dispatchers shall have the ability to split shifts when there is a force or when taking an overtime shifts, subject to approval of the Lt. in charge of Dispatch or his/her designee.

Full-time dispatchers shall be allowed to swap shifts with 24 hours notice if approved by the Lt. in charge of Dispatch or his/her designee, up to 8 swaps per year per dispatcher. Said swaps will be for straight-time only (i.e. shift for shift). Both shifts involved in the swap must be worked within 30 days of the swap request.

Section 5. Compensatory Time

~~Full-time dispatchers may earn time and one-half compensatory time up to a maximum of fifty (50) hours provided said compensatory time is requested at least 24 hours in advance and approved by the Lt. in charge of Dispatch or his/her designee.~~ Full-time dispatchers may earn compensatory time up to a maximum of seventy (70) hours provided said compensatory is requested at least twenty-four (24) hours in advance and approved by the Lieutenant in Charge of Dispatch or his designee. The calculation of earned compensatory shall be as described in Article 11 – Section 5 whereas Sick Leave shall not be considered as time worked in the computation of compensatory time during the same pay period.

Section 6. Overtime Assignments

Overtime pay shall be granted for any hours worked after a regular 8 hour tour-of-duty or a 40 hour work week. The overtime rate shall be time and one-half (1-1/2) the employee's regular hourly rate. Where temporary vacancies occur in dispatch positions resulting from vacations, sick leave, personal days, military duty, bereavement leave, or other authorized or unauthorized leave, the Chief may, at his discretion, offer the available shift to a part-time dispatcher before offering it to a full-time dispatcher. Any forced shifts will be paid at time and a half.

Management, of course, reserves the right to require employees to work overtime if need be; a more junior employee would ordinarily be required to work before a more senior employee, but the Chief could exercise his discretion otherwise if s/he deemed it in the best interests of the Town. Except in an emergency, employees will not work more than sixteen consecutive hours.

Any employee recalled to work after his/her normal tour of duty shall be paid a minimum of four (4) hours.

Section 7. Bulletin Boards

The Town shall provide bulletin boards in conspicuous places to be used solely for the posting of Union notices, rules and regulations appearing over the signature of either the President and/or the Secretary of the Union. No such notice, except meeting notices, shall be posted unless it has been approved for posting by the signature of the Fire/Police Chief, which approval shall not be unreasonably withheld.

Section 8. Jury Duty Pay

Any regular employee required to serve on a jury shall, upon application, be paid the difference between his pay as a juror and his regular weekly compensation for forty (40) hours of work performed for the Town, providing s/he presents official certification of such services.

Section 9. Alcohol-Drug Use Provisions

It will be the joint policy of the Town and The Dispatchers' Union to provide help and assistance to any and all employees suffering from addiction to Alcohol or Drugs in conjunction with existing policies for discipline related to job-related occurrences or instances of alcohol or drug abuse by the establishment of an Employee Assistance Program.

Section 10. Longevity

Effective July 1, 2004: Longevity will be based on the following schedule:

10-14 years:	\$1000
15-19 years:	\$1500
20-24 years:	\$2000
25+ years:	\$2500

Note: All longevity payments will be paid in the month of October.

Section 11. Indemnification

The Town shall indemnify and hold harmless all employees covered under this agreement for any injury or death which may occur to any and all persons in the Police Lock-up, while performing their normal daily work. For the purposes of this Article, normal daily work shall also apply to Monitoring the Security/Surveillance Monitors.

Section 12. Performance Evaluation

The Chief of Police shall have the right to develop and implement a system of performance evaluation which shall be used to evaluate the performance of the members of the Union.

The results of these evaluations shall not be used to discipline employees or serve as the basis for changing employee benefits, rights, wages or seniority. In addition, members of the Union employed in supervisory positions agree to participate in the performance evaluation process of subordinates pursuant to the performance evaluation system implemented by the Chief of Police for the Union.

Section 13. Fitness for Duty

A dispatcher who has missed 20 consecutive working shifts due to an injury sustained while on-duty or a non-work related illness or injury may, prior to being allowed to return to work, be required to undergo a fitness for duty medical examination. She/he shall notify the Police Chief or his designee of his/her intent to return to work. This notification shall be made no fewer than 7 days prior to the anticipated return to work date so that the medical examination can be scheduled. The dispatcher shall make him/herself, and his/her medical records as they pertain to the injury or illness which caused the absence from duty, available with reasonable notice for this examination. This examination will be conducted by the Town designated doctor who shall consult with the dispatcher's physician. All costs associated with this examination shall be borne by the Town.

The physician, who administers an examination under this procedure shall be provided, by the Town, a detailed analysis of the physical requirements of the essential functions of the position as described in, but not limited to, the official position description on file with the Town and shall be asked to make their determination of the fitness of the examined dispatcher to perform the specific requirements of each essential function. The doctor's report shall specify which, if any, essential functions the dispatcher is not capable of performing.

Disputes regarding interpretation of the application of this policy, except for disputes over the medical determination, will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

Section 14. Safety

There shall be established a procedure by which an issue relating to the safety of personnel and equipment, if not adequately addressed through normal channels, can be addressed by a conference held by two (2) members of Local 182 and the Chief of Police.

Section 15. Off-Duty Employment

In accordance with the provisions of MGL c 268A § 20, no member shall engage in any outside employment that will conflict with the duties of the position because of his financial interest in the outside employment venture as described in the referenced statute.

Section 16. Vacancy Posting

When a vacancy occurs with the Dispatch Supervisor position, it shall be posted for members of the unit first for a minimum of seven (7) days and preference shall be given to qualified members of the unit.

Section 17. EMD Stipend

The Town will implement the new EMD statewide regulations which become effective July 1, 2012. ‘

- a. The Town agrees to pay an annual stipend of \$600.00 to every Full Time Dispatcher on the payroll as of June 30, 2012.
- b. This stipend is not applicable to either current or future part-time employees, or new full-time employees hired after June 30, 2012.
- c. Those eligible for said stipend shall receive such stipend in September of each year.

Section 18. Communications Training Officer

Effective July 1, 2017, Dispatchers who are designated as Communication Training Officers (CTO's) will be compensated for each shift where a new dispatcher is given supervision and training. A per shift stipend of one (1) compensatory hour will be paid to the CTO. This per shift stipend is not to be factored into base pay of the dispatcher. The stipend will not apply to other CTO meetings or training required for the assignment, for which the dispatcher is otherwise being paid subject to approval by the Chief of Police.

ARTICLE 16 - IN-SERVICE TRAINING

Each member of the unit who completes a minimum of 16 hours of prescribed training in a period of one (1) year subject to approval by the Chief of Police shall receive the sum of \$1000. Said training to take place during off-duty hours at times and places to be determined by the Town.

Section 2. Beginning in fiscal year 2006, each member of the unit who completes an additional ~~168~~ hours of prescribed, dedicated fire dispatch training in a period of one (1) year as approved by the Chief of Police shall receive the sum of ~~\$500~~ 1000. Said training to take place during off-duty hours at times and places to be determined by the Town.

ARTICLE 17 - CHANGES AND AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement except by the mutual consent in writing of the parties hereto.

ARTICLE 18 - SEVERABILITY

Should any final decision of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 19 - NO STRIKE - NO LOCKOUT

It is mutually agreed that during the terms of this Agreement, there will be no stoppage of work, lockouts, slow-downs or any similar interference with work.

ARTICLE 20 - SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.

The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of Collective Bargaining and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities.

ARTICLE 21 - DURATION OF AGREEMENT

Section 1.

This Agreement shall remain in full force and effect from July 1, 201~~2~~⁵ until June 30, 201~~8~~⁵ and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

Section 2.

This Agreement is subject to funding by Town Meeting.

ARTICLE 22 - COMMITTEE ON POLITICAL EDUCATION (COPE)

The employer agrees to honor and to transmit to the Union voluntary contribution deductions to the New England Police Benevolent Association, Inc. Local 182 from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amounts and with the frequency specified on the political contribution deduction authorization cards.

BOARD OF SELECTMEN

THE DISPATCHERS' UNION

Dated: _____

Contract Impacts
Dispatcher(ML), DPW Supervisors (MC), Facilities (SD), Fire Deputies (MD), Firefighters (MH)

Union	Line Item Description	FY16 Budget	FY16 2%	Contract Cost	FY17 Budget	FY17 2%	Increase Owed	FY18 Budget	FY18 1%	Increase Owed
	DISPATCHERS - ML	3,205,648	3,241,985		3,257,623	3,304,671		3,232,483	3,284,619	
0121001-511300	Salaries Operational Staff (One-Time Market Adj--\$25K)	504,338	540,675	36,337	508,070	555,118	47,048	500,961	553,096	52,136
0121001-513070	Operational Additional Comp (In-Service Training)	605,633	612,242		615,367	622,728		590,549	595,549	
		47,657	54,267	6,610	51,268	58,629	7,361	51,142	58,780	7,638
0121001-513020	Operational Overtime	333,174	339,837		333,174	346,634		333,174	350,101	
		66,635	67,967	1,333	66,635	69,327	2,692	66,635	70,020	4,014
				44,279			57,101			63,788
Union	Line Item Description	FY16 Budget	FY16 2%	Contract Cost	FY17 Budget	FY17 2%	Increase Owed	FY18 Budget	FY18 2%	Increase Owed
	DPWSupAdm-MC									
	Engineers									
0141001-511200	Salaries Supervisory	103,446	105,515	2,069	103,052	107,215	4,163	102,657	108,940	6,283
0141001-511400	Salaries Technical/Profession	235,067	239,768	4,701	245,074	254,975	9,901	244,135	259,078	17,949
0141001-513065	Additional Compensation	29,100	1,600	1,600	28,800	1,600	1,600	28,800	1,600	1,600
	Equipment Maintenance							C8-5 to C7-5 Position Upgrade		
0142601-511200	Salaries Supervisory	99,041	101,022	1,981	98,663	102,649	3,986	98,285	104,301	6,016
0142601-513065	Additional Compensation	6,500	400	400	6,500	400	400	6,500	400	400
0142601-513065	Addl Comp-Deputy Stipend	6,584	6,715	131	6,584	6,715	131	6,584	6,850	266
	Highway/Sanitation									
0142901-511200	Salaries Supervisory	102,346	104,393	2,047	101,954	106,073	4,119	101,564	107,781	6,217
0142901-513065	Additional Compensation	6,500	400	400	6,500	400	400	6,500	400	400
0142901-513065	Addl Comp-Deputy Stipend									
	Land & Resource									
0142701-511200	Salaries Supervisory	99,041	101,022	1,981	98,663	102,649	3,986	98,285	104,301	6,016
0142701-513065	Additional Compensation	9,300	400	400	9,300	400	400	9,300	400	400
	Water Department									
6544601-511200	Salaries Supervisory	198,081	202,043	3,962	197,325	205,297	7,972	196,569	208,601	12,032
6544601-513065	Additional Compensation	18,100	800	800	18,100	800	800	18,100	800	800
	Sewer Department									
6544501-511200	Salaries Supervisory	175,805	179,321	3,516	175,134	182,209	7,075	179,731	190,732	11,001
6544501-513065	Additional Compensation	16,600	800	800	16,600	800	800	16,600	800	800
				24,788			45,734			70,179
Union	Line Item Description	FY16 Budget	FY16 2%	Contract Cost	FY17 Budget	FY17 2%	Increase Owed	FY18 Budget	FY18 2%	Increase Owed

Contract Impacts
Dispatcher(ML), DPW Supervisors (MC), Facilities (SD), Fire Deputies (MD), Firefighters (MH)

Facilities/Custodians - SD										
0145001-511300	Salaries Operational Staff	1,985,081	2,024,783	39,702	1,975,306	2,055,108	79,802	1,951,986	2,071,463	119,477
0145001-513020	Operational Overtime	154,000	157,080	3,080	160,000	166,464	6,464	169,793	N/A	
NEW ON CONTRACT	Operational Additional Comp (Training Stipend-10 HRS) (Replaces Snow OT when TH closed) As of FY18							(Built in 2% FY16-FY18)		
								8,600		
		42,782			86,266			128,077		
Union	Line Item Description	FY16 Budget	FY16 2%	Contract Cost	FY17 Budget	FY17 2%	Increase Owed	FY18 Budget	FY18 2%	Increase Owed
Fire - Deputies - MD										
0122001-511100	Salaries Management Staff (Less Chief)	435,648	444,361	8,713	433,986	451,519	17,533	432,323	458,784	26,462
0122001-513060	Sal Management Addl Comp	124,599	130,905	6,306	124,369	137,151	12,782	124,117	138,961	14,845
0122001-513000	Management Overtime	90,000	91,800	1,800	90,000	93,636	3,636	90,000	95,509	5,509
0122001-513040	Management All Other OT	25,000	25,500	500	25,000	26,010	1,010	25,000	26,530	1,530
Firefighters - MH										
0122001-511200	Salaries Supervisory (Captains & Lieutenants)	1,376,933	1,404,472	27,539	1,390,860	1,447,051	56,191	1,386,246	1,471,096	84,849
0122001-513065	Sal Supervisory Addl Comp	370,371	390,010	19,639	377,817	417,673	39,856	387,607	435,493	47,886
0122001-513010	Supervisory Overtime	190,000	193,800	3,800	190,000	197,676	7,676	190,000	201,630	11,630
0122001-515250	Suprvisory All Other OT	39,828	40,625	797	39,828	41,437	1,609	39,828	42,266	2,438
0122001-511300	Salaries Operational (Less 2 Office Admin)	3,270,256	3,335,661	65,405	3,272,367	3,404,570	132,204	3,243,393	3,441,914	198,522
0122001-513070	Sal Operational Addl Comp (less Office Adm-Longevity)	853,427	900,128	46,701	867,922	951,869	83,947	857,631	954,497	96,866
0122001-513020	Operational Overtime	220,000	224,400	4,400	220,000	228,888	8,888	220,000	233,466	13,466
0122001-515300	Operational All Other OT	82,100	83,742	1,642	82,100	85,417	3,317	82,100	87,125	5,025

Contract Impacts
Dispatcher(ML), DPW Supervisors (MC), Facilities (SD), Fire Deputies (MD), Firefighters (MH)

Union	Line Item Description	FY16 Budget	FY16 2%	Contract Cost	FY17 Budget	FY17 2%	Increase Owed	FY18 Budget	FY18 2%	Increase Owed
Firefighters - MH (Cont.)										
0122001-511400	Salaries Technical/Profession	284,641	290,334	5,693	282,091	293,487	11,396	280,858	298,049	17,191
0122001-513075	Sal Tech/Prof Addl Comp	98,772	103,041	4,270	93,271	101,853	8,582	80,217	88,105	7,888
0122001-514400	Tech/Professional Overtime	45,000	45,900	900	45,000	46,818	1,818	45,000	47,754	2,754
0122001-515000	Tech/Prof All Other Overtime	15,000	15,300	300	15,000	15,606	606	15,000	15,918	918
0125101-511300	Rescue Task Force OT	N/A			N/A			24,000		
0122001-513025	FLSA	45,000	47,736	2,736	45,000	48,691	3,691	45,000	49,665	4,665
	Clothing Allowance	N/A			N/A			56,850	65,350	8,500
				201,139			394,742			550,942

For Administration Use:

Union Ratification: 4/17/17

Executive Session: _____

Board of Selectmen: _____

MEMORANDUM OF AGREEMENT BETWEEN

TOWN OF NATICK

AND

SUPERVISORS' AND ADMINISTRATORS' ASSOCIATION

1. Three year agreement from July 1, 2015 through June 30, 2018
2. Article IV, Section 2- Vacations
 - a. Delete last sentence
3. Article VII- Administrative Leave
 - a. Eliminate A & B
4. Article VIII- License/Training and Educational Incentive
 - a. Section 1
 - i. Effective July 1, 2015
 1. 12 hours increase from \$1500 to \$1700
 2. 24 hours increase from \$3000 to \$3400
 3. 36 hours increase from \$4500 to \$4900
 - b. Section 2
 - i. Rewrite the first paragraph:
 1. The Town encourages Association members to attain licenses and certifications applicable to their position. Effective July 1, 2015 the following stipends must be maintained in order to receive them:
 - a. Pesticide Application License: LFNR Supervisor Only- \$1,800
 - b. MA Water Treatment & Distribution Licenses: Water/Sewer Supervisor only 2D & 2T (minimum grades)- \$2,800
 - i. Other Water Division staff 2D or 2T - \$1,800
 - c. MA Professional Engineer Licenses- \$1,800

ii. Add

1. Effective July 1, 2015 there shall be created a stipend for the EMD Supervisor only that attains approved certifications in ASE/EVT.
 - a. 6 certifications- \$1,200
 - b. 9 certifications- \$1,500
 - c. 12 certifications- \$1,800

5. Article IX- Insurance

- a. Delete all but the first two paragraphs, and replace with, "The attached Memorandum of Agreement Between the Town of Natick and All Collective Bargaining Units representing employees employed by the Town of Natick ("the Unions") stipulates the terms of group health insurance coverage for the period July 1, 2016 through June 30, 2018."

6. Article XIV- Compensation

a. Section 2- Classification Schedule and Compensation

i. COLA's

1. Effective July 1, 2015 2 % COLA increase across the board
2. Effective July 1, 2016 2 % COLA increase across the board
3. Effective July 1, 2017 2 % COLA increase across the board

ii. Effective July 1, 2017 move Project Engineer on the pay scale from a C8 to a C7.

b. Section 6- Educational Incentive

Edit the last sentence in the last paragraph to read: "As an Association, the total reimbursement shall be up to a maximum of \$3,000 annually."

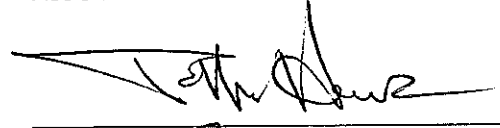
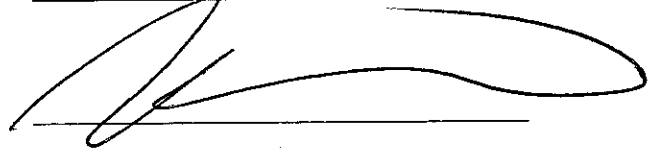
7. Miscellaneous

- a. Effective July 1, 2015 through June 30, 2017 the Deputy Director stipend will be the flat rate of \$6715. Effective July 1, 2017 the Deputy Director stipend will be the flat rate of \$6850 and will remain at this rate unless otherwise negotiated at a later date.

TOWN OF NATICK
BOARD OF SELECTMEN

Date

SUPERVISORS' AND ADMINISTRATORS'
ASSOCIATION

Date

AGREEMENT BETWEEN

***TOWN OF NATICK,
MASSACHUSETTS***

AND

***SUPERVISORS' AND
ADMINISTRATORS'***

ASSOCIATION

July 1, 2012 to June 30, 2015

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AGREEMENT

AGREEMENT effective July 1, 2012 through June 30, 2015 between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and Town of Natick Supervisors' and Administrators' Association (hereinafter referred to as the Association).

ARTICLE 1 - RECOGNITION

Section 1. Recognition

The Town hereby recognizes the Association as the exclusive collective bargaining representative for the employees described below:

All Supervisors and Administrative employees of the Town of Natick, Public Works Department in the following capacities; Division Supervisor; Assistant Supervisor; Deputy Director; Town Engineer; Chief Plant Operator, CADD/GIS Technician, Project Engineer; Assistant Town Engineer and GIS/Water Technology Coordinator shall be represented by the Supervisors' and Administrators' Association.

Section 2.

The Town recognizes the right of any employee described to become a member of the Association and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Association.

Section 3.

Any benefits and/or privileges presently enjoyed by members of the Association and contained in the agreement shall not be unilaterally impaired.

ARTICLE II - GRIEVANCE ARBITRATION

Section 1.

An employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by an employee shall not cast any reflection upon his/her standing in the Department.

Section 2.

An employee in the Unit, having a complaint or dissatisfaction, may present it informally to the Director of the Department of Public Works. Every effort for an informal resolution shall be made.

Section 3.

If the grievance is not satisfactorily settled in Section 2, the grieving party, if he is an employee in the Unit, shall submit it in writing within five (5) days of the response of the Director to the Town Administrator. The Town Administrator shall respond to the grieving party within fifteen (15) days stating what action is to be taken in response to the grievance. The Town Administrator will direct that a hearing be held or respond in writing of another procedure without benefit of a hearing or other procedure.

Section 4.

If the grievance is denied or if no answer is received within the time limits, the Association may submit a written grievance to arbitration with the American Arbitration Association within thirty days.

ARTICLE III - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that except as specifically limited by an express provision of this Agreement, the Town of Natick retains all rights which it has or may hereafter acquire, including, but not limited to, the right to direct employees, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting (if deemed necessary), to promulgate rules and regulations, and to take whatever action may be necessary to carry out

the mission in the Department. The failure of the Town to exercise any of its rights shall not be construed as a waiver of those rights.

ARTICLE IV - VACATIONS

Section 1.

(a) A regular full-time employee during the first year of employment with the Town earns no vacation time during the first two months of employment and earns one day per month starting with the third month of employment. No vacation time shall be taken until six (6) months of employment with the Town.

(b) A regular employee who has completed one (1) but less than five (5) years continuous service in employment covered by this Agreement shall be entitled to two (2) weeks vacation with pay.

(c) A regular employee who has completed five (5) but less than ten (10) years continuous service in employment covered by this Agreement shall be entitled to three (3) weeks vacation with pay.

(d) A regular employee who has completed ten (10) or more years continuous service in employment covered by this Agreement shall be entitled to four (4) weeks vacation with pay.

(e) A regular full-time employee who has completed twenty (20) or more year's continuous service in employment covered by this Agreement shall be entitled to five (5) weeks vacation with pay.

(f) No vacation is to be cumulative beyond the Fiscal Year in which it is earned unless all of the following conditions are met:

1. If sufficient days exist, a maximum of 5 days may be carried over to the subsequent year if written request is made to the Director of Public Works on or before May 1. Such request shall be subject to the approval of the Director based upon the operating requirements of the Department.
2. Said 5 days must be used within the next Fiscal Year.

(g) Subject to the operating requirements of the Department, an employee shall have his choice of vacation time according to seniority.

(h) Vacations after the first year of employment shall be based upon length of service as of the anniversary date of each employee.

Section 2.

Any regular employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, he, or in the case of death, his estate, shall be paid in lieu of such vacation an amount equal to one full day's pay at his regular rate for each such day of unused vacation. Any employee who resigns shall give the Town at least two weeks notice and, failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

ARTICLE V - HOLIDAYS

Section 1.

Regular full-time employees will be granted the following holidays, with pay, provided the employee has worked on his last scheduled day prior to the holiday and his first scheduled day after the holiday, unless a leave of absence shall have been granted for either of such days:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS' DAY
PATRIOTS' DAY

MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY

VETERANS' DAY
THANKSGIVING DAY
CHRISTMAS DAY

Section 2.

Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he will receive a compensatory day off in lieu of said holiday. Said compensatory day off shall be taken prior to the end of the fiscal year in which it is earned subject to the determination of the head of the Department.

ARTICLE VI - SICK LEAVE

Section 1.

New employees hired on or after 7/1/87 shall have a maximum accumulation of 180 days (subject to be increased if other Town contracts are higher).

Regular full-time employees hired after 7/1/96 will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed 12 days in any year. Employees hired after July 1, 1996, shall accumulate sick leave days to a maximum of one-hundred twenty (120) days.

Regular full-time employees shall accrue sick leave at the rate of 1-1/4 days for each month of service, not to exceed fifteen (15) days in a year.

Sick leave accumulation shall be to a maximum of 224 days for these employees hired prior to 7/1/87.

Section 2.

Employees who are on workers' compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave. If a question exists as to whether an employee is entitled to compensation under the Workers' Compensation Act, it is agreed, that, pending resolution of said question, the employee may draw sick leave benefits. As a condition for said benefits, the employee shall enter into a written agreement with the Town, wherein he agrees to reimburse the Town for such payments in the event he received workers' compensation benefits for said period.

A new employee may borrow against sick leave to be earned in the future to supplement workers' compensation payments, but this can only occur within the first two years of employment with the Town. This amounts to a maximum of eighteen (18) days which could be used by a new employee.

Any employee who is injured in the line of his duties shall retain all of the rights and privileges that he would enjoy if he or she were working.

Any employee injured on the job shall not lose any of the privileges and/or benefits to which he is entitled. This includes sick leave accumulation, vacation time, all holidays, personal and any other days he may have been entitled to in addition to job security.

Section 3. Personal Day

Effective July 1, 2011 all Town employees covered by this Agreement shall be entitled to four (4) personal days per fiscal year.

Section 4.

Request for sick leave shall be subject to the approval of the Department Head or the Town Administrator, provided that the denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement. The Town may require evidence of the necessity for such absence in the form of a physician's certificate or other evidence satisfactory to the Department Head or the Town Administrator, as a condition precedent to the approval of such request. If the Town requires a physician's certificate as set out above, the Town will pay the employee's cost in obtaining the certificates.

Section 5. Sick Leave Buy Back

Current members who elect to retire within five (5) years, before June 30, 2017 will be grandfathered to the provisions outlined in the Collective Bargaining Agreement which expired on June 30, 2012, if they so elect in writing to the Director of Personnel within (10) ten days of the close of the FY 2012 Fall Annual Town Meeting.

Section 6. Sick Leave Bank

There shall be established a Sick Leave Bank for employees of this unit to be administered by a "Personnel Board Sick Leave Bank Committee". Each employee in the bargaining unit shall contribute two sick leave days to the Bank upon the execution of this contract and shall be eligible, in the case of serious illness, and after exhausting their own sick leave, to receive up to sixty (60) sick leave days. The Personnel Board Sick Leave Bank shall be administered by a "Personnel Board Sick Leave Bank Committee" consisting of equal representation from the units and the Town.

The "Personnel Board Sick Leave Bank Committee" shall determine the policies, procedures, eligibility and operations of the Bank and shall be the final authority in this matter.

ARTICLE VII - ADMINISTRATIVE LEAVE

Administrative leave may be granted by the Town Administrator without loss of pay for the following:

- A. Paternity Leave - up to two (2) days (to be deducted from sick leave earned under Article VI).
- B. Illness of immediate family - up to five (5) days (to be deducted from sick leave earned under Article VI).
- C. Religious Holidays - up to two (2) days.
- D. Leave of absence without pay may be granted by the Town Administrator in extreme personal situations at his/her sole discretion. Return to work to be conditioned upon availability of an opening within a one year period or desired date of return.

ARTICLE VIII - LICENSING/TRAINING AND EDUCATIONAL INCENTIVE

Section 1.

There shall be created a Licensing/Training and Educational Incentive consisting of annual stipends as follows:

A member of the unit may earn an Annual Stipend as a result of participating in a combination of degree credit hours, team leadership positions, special seminars or workshops, total quality and other professional development. This shall be subject to the following:

- Pre-approval of the Director of Public Works
- Completion of a minimum of 12 hours, with additional hours in units of 12
- Hours may be earned by any combination of the above credits/training or leadership roles

	12 Hours	24 Hours	36 Hours
FY 2013 - 2015	\$1,500	\$3,000	\$4,500

Section 2.

Effective July 1, 2005 there shall be created a stipend for the maintenance of professional licenses for professional engineers, water treatment and distribution and pesticides. Said stipend shall be for job-related training approved by the Director that is delivered by an organization approved by the Director. Said licenses must be in good standing prior to attendance at any training. Effective July 1, 2006 the maximum stipend shall be \$1,800 per year for up to 18 hours of approved training and may be earned at an hourly rate of \$100. Excluding Town Engineer position.

Education and training used under this Section may not be used for other educational or training incentives, stipends or reimbursements under Section 1 above or under any other provision of this contract.

ARTICLE IX - INSURANCE

Section 1.

Each employee shall be covered by a term life insurance policy in the amount of \$5,000.00. The net premium of said policy shall be shared equally between the Town and the employee. The Town is substituting Pilgrim Advantage PPO and Tufts PSO.

The Town may, with agreement of the Association, provide 100% employee pay all, disability and dental insurance plans to employees of this unit on a voluntary basis. It is further understood that these plans shall be offered to underwriting requirements for minimum enrollment.

Group Health Insurance will be made available to bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen. All new enrollees as of July 1, 2012 will be at 75/25 for both Family and Individual plans.

Current employees will see increases in contribution rates as listed below:

- (1) FY 13 – No Change
- (2) FY 14 – Family moves from 80/20 to 77.5/22.5. Individual moves from 90/10 to 82.5/17.5
- (3) FY 15 – Family and Individual move to 75/25

Group Health Insurance will be made available to full-time and regular part-time bargaining unit employees on the same basis as to the other town employees based upon the determination of the Board of Selectmen.

The Town further agrees for the life of this contract to offer three levels of "Safety Nets" as follows:

- (1) Reimbursement for additional net out-of-pocket costs (premium savings-additional co-pay costs) of up to \$250. For Individual Plans, and \$500. For Family Plans annually (½ these amounts for January 1, 2011-June 30, 2011). All co-pay costs are eligible, inclusive of prescriptions.
- (2) Creation of an "Excess Pool of \$100,000. Annually for employees who exhaust their reimbursement under paragraph 1 above. If more employees are eligible than funds available, then the funds will be distributed on a pro-rata basis. \$50,000. Will be available for January 1, 2011-June 30, 2011. All co-pay costs are eligible, including prescriptions.
- (3) The Town will provide Stop Loss insurance to provide a maximum out-of-pocket cost of \$2000. For Individual Plans, and \$4000.00 for Family Plans. Prescription co-pays will be inclusive.
- (4) The Town will for the life of this contract pay for all administrative charges associated with employees who choose to participate in a Flexible Spending Account.
- (5) The Town will provide a payment for members who "Opt-Out" of the Town's health plan of \$750 for Individual Plan participants and \$1500 for Family Plan participants. (1/2 said amounts for January 1, 2011-June 30, 2011). The incentive payments will be pro-rated for each full month that the employee is not enrolled in the Town's health plans. Payment to be made at the end of the subject fiscal year.

ARTICLE X - BEREAVEMENT

In the event of death of a member of an employee's immediate family, as defined below, the employee will be permitted to be absent without loss of pay based at the employee's straight time hourly rate of pay as follows:

- (1) For the employee's parents, children, sibling, spouse, or co-habiting significant other-(5) five days.
- (2) For the employee's grandparents, grandchildren, aunts, uncles, parents-in-law, and siblings in-law, (3) three days.

ARTICLE XI - REDUCTION IN FORCE

The Town retains the exclusive right to determine what departments, divisions, and job classifications are to exist, whether to lay off employees, to determine the existence or nonexistence of a vacancy, and whether and by whom any vacancy will be filled. The Town shall have the exclusive discretion to determine whether there is to be and how to implement a reduction in force or elimination of any job classification.

If the Town decides to implement a Reduction in Force plan which involves elimination of any of the positions covered by this Agreement, the individual member of this unit so affected will be provided the opportunity to avail himself of the retirement procedures, if, according to the Retirement Board, he so qualifies.

ARTICLE XII - SCOPE OF AGREEMENT

Section 1.

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Association acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated, and that the agreements contained in this Agreement were arrived at after free exercise of such rights and opportunities. The Association, therefore, voluntarily and without qualifications, waives any rights it may have had in this respect and agrees that the Town shall not be obligated to bargain collectively with regard to any subject or matter not referred to or covered by this Agreement whether or not within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE XIII - NATURE OF EMPLOYMENT

Section 1.

The parties agree that the nature of the employment of the employees is supervisory and executive in nature.

Section 2.

The parties recognize that form of employment sometimes entails the rendering of services during irregular and unscheduled hours during the day and evening. The employees agree that they shall render such additional services as may be required to fully perform the work involved in the positions to which they are assigned and waive any rights they may have, if any, for services rendered beyond the normal forty (40) hours per week.

Section 3.

Recognizing the management nature of the jobs in this unit; commencing July 1, 1985, annual performance appraisals will be conducted with each member of the unit to determine goals, share planning strategies, define priorities and establish guidelines for Divisional Management and direction. This will result in an evaluation of the progress of the members in achievement of established goals. The Town and the Supervisors' and Administrators' Association recognize this as a beneficial process intended to improve the ability of each division and employee to improve individually and collectively in the provision of services to the residents of the Town of Natick.

Section 4.

Commencing July 1, 1988 the compensation for the accepted pay schedule shall be based upon a performance appraisal system adopted by the unit and the Town.

Section 5.

Members of this unit are eligible for renegotiations for job changes due to additional job responsibilities.

ARTICLE XIV - COMPENSATION

Section 1.

The Supervisors and Administrators Association agree that the regular pay of each employee will be the total compensation to be received from the Town for all services provided during regular work hours or outside of regular work hours, except when an employee of the Association shall be assigned by the Town to carry out duties totally separate from the responsibilities of his job by which he is a member of the Association.

Section 2. "Classification Schedule and Compensation"

The following pay schedule shall be in effect for the duration of this contract. (see attached schedule)

All members will go to a bi-weekly pay schedule and direct deposit effective January 1, 2011.

The Town agrees to add 2% to FY 2013 step five of the Classification schedule and compensation effective July 1, 2012, as reflected in the attached salary schedule.

The Town agrees to reimburse members called in for emergency responses up to \$500.00 deductible if involved in an accident as a result of being called in.

Section 3. Division Supervisor Stipend

July 1, 2009 \$3,000 annually in weekly increments

All stipends under Section 3 shall be rolled into base pay as of 7/1/11.

In recognition of the consolidation of the Highway and Sanitation/Recycling Divisions' budgets which occurred in FY 2005, the Supervisor of the consolidated Division shall receive an additional \$3,000 annual stipend, paid in weekly increments, as long as those functions remain consolidated. In the event that the Town chooses to split or privatize these functions, the stipend will no longer be paid. Also stipends effective July 1, 2011 for Water Supervisor of \$1500.00 per year and Town Engineer of \$4,000.00 per year.

Section 4. Service Award

A Service Award shall be made to each member of the unit for a minimum of \$500 to a maximum of \$1,500 annually based upon performance evaluation. Service Award will be given by first week in December.

Section 5. "Efficiency & Safety Committee"

By mutual agreement of the parties, a joint "Efficiency and Safety Committee" to consist of designated union leadership plus two members of the Supervisors' & Administrators' Association appointed by a meeting of the membership and the Director of Public Works and designees of the Town Administrator; who shall meet quarterly for the purpose of discussing policies, procedures, practices and operations vital to the efficient and safe operation of the Department of Public Works.

Section 6. "Educational Incentive"

Effective July 1, 1998, regular full-time employees shall receive stipends for an Associates, Bachelors, or Masters Degree in a job related program of studies according to the following schedule:

Associates: \$500

Bachelors: \$1,000

Master's: \$1,500

All credits shall be earned in educational institutions accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education.

Each member upon successful completion of pre-approved course work, in a field related to his job responsibilities, shall receive reimbursement for expenses incurred including tuition, books and association fees up to an annual sum of \$500. All such course work to be pre-approved by the Director of Public Works. This reimbursement shall be up to a maximum of \$2,000 annually.

Section 7. "LIUNA Pension Fund"

The Town of Natick shall contribute the following sums per hour into the LIUNA National (Industrial) Pension Fund for each employee.

July 1, 2012: additional 2 cents/hour for a total of 73 cents/hour

The Town of Natick's participation in this pension fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers Union 1116. Said agreement shall consist of the following:

1. This agreement shall be considered as part of the collective bargaining agreement. The provisions of this section supersede any inconsistent provision of the collective bargaining agreement.
2. Pursuant to the preferred schedule:
 - a. The employer shall assume the cost of eight (8%) of the increased contribution to the Fund.

- b. The Association shall assume the cost of two percent (2%) of the increased contribution to the Fund.
3. The terms of this section shall expire upon the effective date of a successor Collective Bargaining Agreement or upon a determination by the Pension Fund's Board of Trustees that this supplemental payment to the Fund is no longer required, whichever occurs first.

ARTICLE XV - MISCELLANEOUS

Section 1.

The Town of Natick and the bargaining unit commend to the employees the use of the Town Employee Assistance Program for themselves and their families and further urges its employees to participate in education sessions and other services provided by the E.A.P.

Section 2.

Reaffirming existing Management rights, the Town may annually review the need for the position of Coordinator of Public Works Safety, Training and Environmental Compliance. If it is determined that the position is not necessary the Town may eliminate it, in the same manner as occurs for other positions. Should said position become vacant, management has the right to review job responsibilities and change the pay rate and classification for this position on the Classification Schedule attached to this Agreement.

Section 3.

Association members who are currently assigned a Town vehicle for 24-hour per day availability are:

- Supervisor of Equipment Maintenance
- Supervisor of Highway and Sanitation
- Supervisor of Water and Sewer
- Supervisor of Land Facilities and Natural Resources,
- Supervisor of Engineering/Town Engineer.
- Supervisor of Water Treatment Plant/GIS Supervisor

All employees assigned a Town vehicle under this section are responsible for paying taxes according to regulations set forth by the Internal Revenue Service. As has been the case for prior utilization, it is agreed that said vehicles will be used as required by job responsibilities. Examples of this shall include but not be limited to commuting to and from work and commuting to and from work-related business. Usage such as stopping for an errand as part of an employee's commute to or from work is considered de minimis and shall not be considered a violation of this section. Association members who are assigned a Town vehicle will continue to leave said vehicle at the Department of Public Works facility during their vacation periods.

If it is determined by the Director of Public Works that it is in the interest of the Town to re-assign a Town vehicle, the Director shall have the right to re-assign vehicles. This decision may not be made arbitrarily and will generally occur when the number of vehicles available for use changes due to an unforeseen reason; when an employee's duties change such that the need for the vehicle no longer exists; or if a member uses said vehicle in a manner inconsistent with this section.

Association members who are assigned a Town vehicle for 24 hour per day availability shall provide weekly to the Director of Public Works the odometer reading of said vehicle. The Director may also request that a detailed daily report of vehicle mileage be kept.

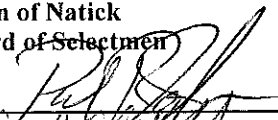
When a position covered by this Agreement becomes vacant, the Town Administrator shall review the assignment of vehicles for each vacant position and may determine the assignment of a Town vehicle for newly-hired employees. Any changes to the above assignment of vehicles may be subject to collective bargaining. The Town Administrator shall also review all new requests for Town vehicles and may assign or not assign them in a manner which is not arbitrary.


Section 4. Wage Re-Opener

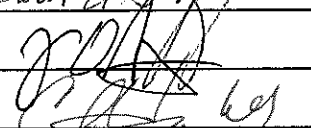
In the event that any other general government union receives higher or retroactive cost-of-living allowances for the period July 1, 2012 through June 30, 2015, this agreement will be re-opened for further negotiation regarding COLAs.

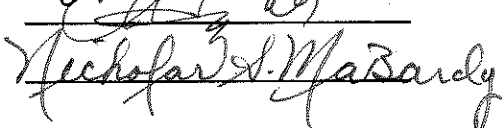
This agreement shall become effective on July 1, 2012 and shall expire on June 30, 2015.

Town of Natick
Board of Selectmen









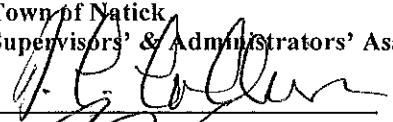
Dated: _____

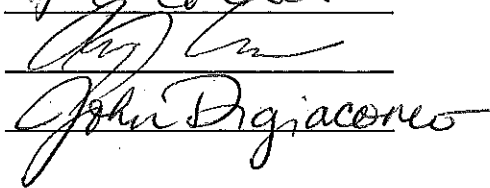
Approved as to Form:

Labor Counsel

Dated: _____

Town of Natick
Supervisors' & Administrators' Association





Dated: _____

Approved as to Funding:

Comptroller

Dated: _____

DPW Supervisors/Administrators

July 1, 2012 to June 30, 2013

1%

Fiscal Year 2013 - 1%

	Start	1	2	3	4	5
C1 Assistant Town Engineer	68015.02	71460.96	74906.91	78351.58	81795.02	89337.17
C2 Division Supervisor	66749.52	76275.17	80578.51	84456.29	89190.23	94468.12
C2 Town Engineer	70870.32	80395.97	84699.31	88577.09	93311.03	98670.52
C2 Highway Sanitation Division Supervisor	69840.12	79365.77	83669.11	87546.89	92280.83	97619.92
C2 Water/Sewer Division Supervisor	68294.82	77820.47	82123.81	86001.59	90735.53	96044.02
C3 Assistant Supervisor	59681.98	68015.01	71460.96	74906.91	78351.58	83414.73
C5 Chief Plant Operator	68015.02	71460.96	74906.91	78351.58	81795.02	89337.17
C6 GIS Technology Coordinator	63658.92	73184.57	77487.91	81365.69	86099.63	91316.32
C7	59681.98	68015.01	71460.96	74906.91	78351.54	83414.73
C8 Project Engineer	60102.53	63547.21	66991.91	70424.05	73880.03	80692.35
C9	59681.98	68015.01	71460.96	74906.91	78351.58	83414.73
C10 CADD/GIS Technician	51515.80	53886.03	56257.36	58627.50	60997.61	64625.06

Deputy Director - Stipend

Fiscal Year 2013 - July 1, 2012

Education Stipend

Associates	\$500
Bachelors	\$1,000
Masters	\$1,500

Training & Educational Incentive

Twelve Hours	\$1,500
Twenty Four Hours	\$3,000
Thirty Six Hours	\$4,500

Professional License Training Stipend

Twelve Hours	\$1,800
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Service Award

Minimum	\$500
Maximum	\$1,500

DPW Supervisors/Administrators

July 1, 2013 to June 30, 2014

2%

Fiscal Year 2014 - 2%

	Start	1	2	3	4	5
C1 Assistant Town Engineer	69375.32	72890.18	76405.05	79918.61	83430.92	91123.92
C2 Division Supervisor	68084.51	77800.67	82190.08	86145.42	90974.04	96357.48
C2 Town Engineer	72287.72	82003.89	86393.29	90348.63	95177.25	100643.93
C2 Highway Sanitation Division Suprvisor	71236.92	80953.09	85342.49	89297.83	94126.45	99572.32
C2 Water/Sewer Division Supervisor	69660.71	79376.88	83766.28	87721.62	92550.24	97964.90
C3 Assistant Supervisor	60875.62	69375.31	72890.18	76405.05	79918.61	85083.02
C5 Chief Plant Operator	69375.32	72890.18	76405.05	79918.61	83430.92	91123.92
C6 GIS Technology Coordinator	64932.09	74648.26	79037.67	82993.00	87821.62	93142.64
C7 Project Engineer	60875.62	69375.31	72890.18	76405.05	79918.57	85083.02
C8	61304.59	64818.15	68331.74	71832.53	75357.63	82306.20
C9	60875.62	69375.31	72890.18	76405.05	79918.61	85083.02
C10 CADD/GIS Technician	52546.11	54963.75	57382.51	59800.05	62217.56	65917.56

Deputy Director - Stipend

Fiscal Year 2014 - July 1, 2013

Education Stipend

Associates	\$500
Bachelors	\$1,000
Masters	\$1,500

Training & Educational Incentive

Twelve Hours	\$1,500
Twenty Four Hours	\$3,000
Thirty Six Hours	\$4,500

Professional License Training Stipend

Twelve Hours

Service Award

Minimum	\$500
Maximum	\$1,500

DPW Supervisors/Administrators

July 1, 2014 to June 30, 2015

2%

Fiscal Year 2015 - 2%		Start	1	2	3	4	5
C1	Assistant Town Engineer	6583.73	74347.99	77933.15	81516.98	85099.54	92946.40
C2	Division Supervisor	69446.20	79356.69	83833.88	87868.33	92793.52	98284.63
C2	Town Engineer	73733.48	83643.97	88121.16	92155.61	97080.80	102656.81
C2	Highway Sanitation Division Supervisor	72661.66	82572.15	87049.34	91083.79	96008.98	101563.76
C2	Water/Sewer Division Supervisor	71053.93	80964.42	85441.61	89476.06	94401.25	99924.20
C3	Assistant Supervisor	62093.13	70762.81	74347.99	77933.15	81516.98	86784.68
C5	Chief Plant Operator	70762.82	74347.99	77933.15	81516.98	85099.54	92946.40
C6	GIS Technology Coordinator	66230.74	76141.23	80618.42	84652.86	89578.06	95005.50
C7		62093.13	70762.81	74347.99	77933.15	81516.94	86784.68
C8	Project Engineer	62530.68	66114.52	69698.38	73269.18	76864.78	83952.32
C9		62093.13	70762.81	74347.99	77933.15	81516.98	86784.68
C10	CADD/GIS Technician	53597.04	56063.02	58530.16	60996.05	63461.91	67235.92

Deputy Director - Stipend

Fiscal Year 2015 - July 1, 2014

Education Stipend

Associates	\$500
Bachelors	\$1,000
Masters	\$1,500

Training & Educational Incentive

Twelve Hours	\$1,500
Twenty Four Hours	\$3,000
Thirty Six Hours	\$4,500

Professional License Training Stipend

Twelve Hours	\$1,800
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Service Award

Minimum	\$500
Maximum	\$1,500

AGREEMENT
BETWEEN

THE TOWN OF NATICK
MASSACHUSETTS

AND

LOCAL 1707,
INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

July 1, 2012 through June 30, 2015

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AGREEMENT

Agreement effective July 1, 2012, through June 30, 2015, between the Town of Natick, Massachusetts (hereinafter called the Town) and Local 1707, International Association of Firefighters, AFL-CIO (hereinafter called the Union).

ARTICLE I - RECOGNITION

In recognition of the fact that a majority of the employees in the units described below have selected the Union as exclusive bargaining representative, the Town of Natick hereby recognizes the Union as the exclusive bargaining representative for the employees described below, in separate bargaining units, as follows:

Unit A:

All regular full-time uniformed employees of the Natick Fire Department, but excluding the Fire Chief, the Deputy Fire Chiefs, and the Administrative Clerk, and further excluding all other employees of the Natick Fire Department.

Unit B:

All regular full-time non-uniformed employees of the Natick Fire Department, including all communications personnel, but excluding all other employees of the Natick Fire Department.

ARTICLE II - PARTICIPATION IN UNION

The Town will advise the Union in writing of the name, address and classification of each new employee covered by this Agreement. The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

ARTICLE III - NON DISCRIMINATION

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of age, race, color, creed, sex or national origin.

ARTICLE IV - EMPLOYEE RIGHTS, OBLIGATIONS, AND UNION ACTIVITIES

Section 1.

Insofar as requirements of the Fire Department permit, Union Officers and/or Stewards will be excused from duty, without pay, when required to conduct business other than joint meetings with management.

Union Officers and/or Stewards shall give reasonable notice of their intent to engage in such business to their respective company-rank officer so that the work schedule may be arranged accordingly.

Section 2.

Conditions of work permitting, Union Officers and/or Stewards shall be excused from their normal tour of duty, without pay, only for such period of time as is required to conduct their Union business. In no event shall such excused absence exceed four (4) consecutive working hours.

Section 3.

There shall be no solicitation of employees for Union membership or dues conducted on fire station property during working hours by the Union, its representative or by employees.

Section 4.

Union meetings are not to be conducted in fire stations unless prior arrangements are made with the Fire Chief.

Section 5.

No Union activities will be carried on during working hours which will interfere with the normal operations of the Fire Department.

There shall be no deductions of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours.

Section 6.

The Union shall furnish the Fire Chief with a written list of its Local Officers and Shop Stewards, and shall, as soon as possible, notify him in writing of any changes therein. Only those Officers and Stewards shall be recognized by the Town and/or Fire Chief, for purposes of joint meetings except that, at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

Section 7.

The President, Vice-President or Designee of the Union shall be entitled to a total of sixteen (16) shifts off during any fiscal year for purposes of attending to Union business, including conventions.

ARTICLE V - RIGHTS OF MANAGEMENT

Section 1.

It is agreed that management officials of the Town of Natick and of its Fire Department retain all the rights vested in them by the General Laws of Massachusetts. More particularly, the Fire Chief has full and absolute authority in the administration of the Fire Department, shall make all rules and regulations for its operation, and has the following rights, including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the Fire Department and to suspend, demote discharge or take other disciplinary action against employees for just cause or for any other legitimate reason, to maintain the efficiency of the operations entrusted to him, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary and to make whatever action may be necessary to carry out the mission of the Fire Department in situations of emergency. It is acknowledged that these rights are vested exclusively in the Fire Chief, subject only to statutory limitations, so long as the exercise of these rights does not conflict with any term or condition of this Agreement and the General Laws of Massachusetts

Section 2.

For purposes of this Agreement, the term "Management Officials" includes members of the Natick Board of Selectmen, Fire Chief and anyone duly designated as acting in any of the aforesaid positions.

ARTICLE VI - ASSIGNMENT OF WORK/ACCEPTING ASSIGNMENTS

Section 1.

Unless specifically provided for elsewhere in this Agreement, all assignments of work shall be allocated on a fair and equitable basis.

Section 2.

No employee covered by this Agreement may refuse to perform an order, or refuse to accept and perform a job assignment issued by a superior officer. Failure to comply with this section shall be good cause for disciplinary action against the offending employee.

Section 3.

In the event an employee disputes the validity of an order or assignment issued by a superior officer, the employee shall first carry out the order or assignment and later utilize the grievance procedures of this Agreement.

Section 4.

Prior to posting for a vacancy in the position of driver, present drivers/operators will be provided with an opportunity to apply for transfer on a seniority basis to the extent that such request of transfer is not inconsistent with the efficient operation of the Fire Department. The chief will make every effort to comply with any request.

A vacancy in the position of driver shall be filled by seniority. The Town shall have an affirmative responsibility to train senior employees for qualification as a driver. It shall be the affirmative responsibility of the Town to demonstrate that a senior employee, after adequate training, is not qualified to perform the function of driver. In the event that the senior employee is found not to be qualified, the next most senior employee shall be provided with the opportunity for the assignment unless he is found to be unqualified.

In the event that a temporary vacancy occurs in the driver position, the procedure utilized to fill such temporary vacancy shall be according to the same procedure utilized to fill driver positions during the absences due because of vacations, which is the use of a "back-up driver" and shall not be subject to the bidding procedure outlined above. This temporary position shall not be used to circumvent paragraph 1 and 2 above.

ARTICLE VII - GRIEVANCE AND ARBITRATION

- A. The purpose of this Article is to establish a procedure for the settlement of any grievances between the employees covered by this Agreement and the Town.
- B. The term "grievance" shall be defined as only those claims or disputes which allege a violation of the provisions of this Agreement.

No grievance shall be considered under the grievance procedure unless it is presented as provided below. A grievance shall contain the name of the grievant, the nature of the grievance, including the contract provision involved, as well as the requested remedy. Grievances shall be handled accordingly.

Step 1:

The Grievant shall first submit the grievance to the Fire Chief within ten (10) working days. The Fire Chief shall respond to the Grievant in writing within ten (10) working days.

Step 2:

If the grievance is not settled at Step 1, or if no response is forthcoming within the time limits, the Grievant shall submit the grievance to the Town Administrator within ten (10) working days. The Town Administrator shall respond to the Grievant in writing within ten (10) working days.

Step 3:

If the grievance is not settled at Step 2, or if no response is forthcoming, the Grievant shall submit the grievance to the American Arbitration Association within twenty (20) days in accordance with the American Arbitration Associations voluntary Labor Arbitration Rules.

- C. The decision of the Arbitrator shall be final and binding. However, the Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way the provisions of the Agreement, or any amendment or supplement thereto. The Arbitrator shall not have jurisdiction or authority to render any decision, which conflicts with the statutes and applicable law of the Commonwealth of Massachusetts.
- D. The Grievant shall be required at the outset to elect between the grievance procedure and civil service in those cases where both remedies are available to the grievant.
- E. Expenses of arbitration other than the cost of any stenographic record shall be borne equally by the parties

ARTICLE VIII - APPLICATION OF CIVIL SERVICE LAWS

Section 1.

Nothing contained in this Agreement shall abridge, alter or diminish any rights established by and contained in the Civil Service Laws of Massachusetts as set forth in General Laws, Chapter 31, and amendments thereto which become effective during the existence of this Agreement and which are granted to any individual employee covered by this Agreement, to the Union, and to the Town and its management officials.

Section 2.

Except as provided in Article VII, Section D, in cases where the subject matter of this Agreement is covered by said Civil Service Laws, it is the intent of the parties that both the provisions of this Agreement and those contained in the Civil Service Laws shall be effective, and that either or both of such provisions, procedures and methods may be utilized by the party or parties concerned.

ARTICLE IX - PROMOTIONS

All promotions within the Fire Department through rank of Deputy Chief shall be made as a result of competitive examination given and granted by the Commonwealth of Massachusetts Human Resources Division (formerly Division of Civil Service) and in accordance with existing Civil Service Laws or amendments thereto which become effective during the existence of this Agreement.

ARTICLE X - SENIORITY

Section 1.

For purposes of such matters as retirement, promotions, transfers, appointment or reappointment, vacation eligibility, and any other benefits or working conditions of the employees covered by this Agreement which are established and governed by, and contained in the General Laws of Massachusetts, seniority shall be computed as set forth in General Laws Chapter 31, Section 33, as now existing and as may be from time to time amended.

Section 2.

For purposes of scheduling vacations and of assignment of work in higher-rated positions as provided in Article XI, Section 6, of this Agreement, seniority shall be computed from the date of appointment to the grade or rank, in the Fire Department, of the employee concerned.

Section 3.

For all seniority purposes, there shall be a probationary period as provided by General Laws Chapter 31, Section 61 (formerly Section 20D), as now existing and as may be from time to time amended.

Section 4.

Annually, during the existence of this Agreement, the Fire Chief shall establish a seniority roster, listing all employees covered by this Agreement by name, grade and date of appointment to such grade. A copy of this roster shall be posted upon the Central Fire Station and all sub stations bulletin boards in January of each year during the existence of this Agreement and simultaneously will be forwarded to the Secretary of the Union. The roster shall remain on the bulletin boards for at least a period of thirty (30) calendar days after such posting. In the event any employee or the Union objects to the accuracy of the list, such objection shall be reported in writing to the Fire Chief not later than ten (10) calendar days from the date of posting, and the Fire Chief will then take whatever action, if any, he deems necessary. The Fire Chief will notify the affected employee and the Union, in writing, whether corrective action will be taken and the reasons therefor, within three (3) calendar days of receipt by him of objections to the seniority list.

Section 5.

For purposes of Section 2 of this Article, an employee's seniority shall be broken and no prior period or periods of employment with the Fire Department shall be counted if the employee:

- a) Quits his employment in the Fire Department; or
- b) Is discharged for cause; or
- c) Is absent from work for five (5) or more consecutive working days without reasonable cause, and fails promptly to respond to a notice to report for work at a time specified by the Fire Chief; or
- d) Has been suspended for a period in excess of three (3) days during the preceding twelve (12) months.

If an employee shall be unable to work because of sickness or bodily injury and shall present to the Fire Chief satisfactory proof of facts to that effect, then his seniority shall not be broken, but the excess of this period of absence over six (6) months shall not be included as part of the length of service, provided, however, that an employee who shall be injured while on duty shall accumulate credit for continuous part of the length of service, provided, however, that an employee shall be injured while on duty shall accumulate credit for continuous service until the termination of the period for which he remains unable to perform available work in the Fire Department and which he is qualified to perform.

Section 6.

Any educational opportunities sponsored by the Fire Department will be posted for all members to review. Every attempt shall be made to offer such educational opportunities on a seniority basis.

Any such educational opportunities shall be in accordance with any conditions specified in such notice and no other conditions or privilege shall attach to such educational opportunities.

ARTICLE XI - COMPENSATION

Section 1. Salary Schedule

There shall be a salary increase as follows:

Effective July 1, 2012	1.0%
Effective July 1, 2013	2.5%
Effective July 1, 2014	1.0%
Effective June 30, 2015	0.5%

Effective January 1, 2011, all members will be paid on a bi-weekly basis and only through direct deposit. While some stipends and other forms of compensation are referred to herein as being paid weekly, this is for calculation purposes only; all pay is issued bi-weekly.

- a. The salaries of Firefighters, Lieutenants, Captains, Superintendents and Assistant Superintendents of Communications employed in the Fire Department will be as set out herein in Appendix "A" and that when an employee is promoted to a higher classification he shall enter the new position at the minimum pay rate of that classification. There shall be a 14% higher wage differential for Lieutenants as compared to the Firefighter position. There shall be a 10% higher wage differential for Captain as compared to the Lieutenant position.
- b. Group "B" employees will each receive \$1,000.00 extra pay per year, as compensation for standby duty.
- c. Fire Prevention Division - any employee assigned to the Fire Prevention Division shall receive \$3,000.00 per year, in addition to his or her regular wages, such sum to be pro-rated by the portion of the year that an employee is so assigned.

- d. Training Officer - The employee permanently assigned as the Training Officer shall receive \$3,000.00 per year in addition to his regular wage.
- e. Paramedic Coordinator - The employee permanently assigned as Paramedic Coordinator shall receive \$3,000.00 per year in addition to his regular wage.

Section 2. Life Insurance

Each employee will be covered by a term life insurance policy in the amount of \$5,000.00. The net premium of said policy shall be shared equally between the Town and the employee.

Section 3. Group Health Insurance

The Town agrees to continue in full force and effect the following policies of group health insurance coverage at the following contribution rates, to be paid by the Town:

At least one Preferred Provider Organization (PPO) level of benefits at a level of benefits not less than that which was in effect on June 1, 1992:

Effective January 1, 2011:

<u>Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim Rate Saver	90.00%	80.00%
Blue Option Rate Saver	90.00%	80.00%
Tufts Navigator Rate Saver	90.00%	80.00%
Fallon Direct/Select Rate Saver	90.00%	80.00%
 Tufts Point of Service	 50.00%	 50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Employees shall have the option of electing health insurance coverage under any of the foregoing policies.

Note that all members enrolling in Health Insurance after March 12, 2014 shall pay 25% of the premium costs for all HMO plans (50% for PPO plans).

Effective June 30, 2015 all members shall pay 25% of the premium costs for HMO plans:

<u>Plan</u>	<u>Individual</u>	<u>Family</u>
Harvard Pilgrim Rate Saver	75.00%	75.00%
Blue Option Rate Saver	75.00%	75.00%
Tufts Navigator Rate Saver	75.00%	75.00%
Fallon Direct/Select Rate Saver	75.00%	75.00%
 Tufts Point of Service	 50.00%	 50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Because of the change from "traditional" HMOs to "Rate Saver" HMOs, the Town will provide three levels of "Safety Nets":

- A) Reimbursement for additional net out-of-pocket costs (premium savings-additional co-pay costs) of up to \$250 for Individual Plans and \$500 for Family Plans annually. All co-pay costs are eligible including prescriptions.
- B) Creation of an "Excess Pool" of \$100,000 annually for employees who exhaust their reimbursement under paragraph A above. If more employees are eligible than funds available then the fund will be distributed on a pro-rated basis. All co-pay costs are eligible, including prescriptions.

- C) The Town will provide "Stop Loss" insurance, establishing a maximum out-of-pocket of \$2000 for Individual plans and \$4000 for Family plans. All co-pay costs are eligible, including prescriptions.

The Town will provide a payment for members who "Opt-Out" of the Town's health plan of \$1,000 for Individual Plan participants, and \$2,000 for Family Plan participants. The incentive payments will be pro-rated for each full month that the employee is not enrolled in the Town's health care.

The Town will pay the administrative fee for all members who enroll in the Flexible Spending Account program effective July 1, 2011.

Section 4. Overtime

- a. All work performed in a work week by employees in Bargaining Unit "A" and Unit "B" in excess of their regularly scheduled working hours shall be considered overtime work.
- b. All overtime work shall be paid at the rate of time and one-half (1 1/2) the employees' hourly rate.
- c. In computing overtime, the hourly rate shall be the employees' base salary as adjusted by time in service and adjustment and divided by forty (40).
- d. The Fire Chief may, in his sole discretion, grant compensatory time off, consistent with department personnel and budgetary requirements, in lieu of overtime payments provided in this Agreement.
- e. If an employee covered by this Agreement is required to commence work more than one-half (1/2) hour prior to the beginning of his regular scheduled tour of duty, and is required to work continuously into and for the remainder of such tour of duty, he shall be compensated for such additional time worked at regular overtime rates. In such case, he shall be paid at least for one (1) hour's work.
- f. If an employee, who is not on duty is called into duty, he shall be guaranteed a minimum of four (4) hours premium pay.

Section 5. Indemnification for Injuries

The Town shall reimburse each employee covered by this Agreement for reasonable hospital, medical, surgical and pharmaceutical expenses incurred as the natural proximate result of an accident occurring, or of undergoing a hazard peculiar to his employment while acting in the performance and within the scope of his official duty and without fault of his own.

Section 6. Working Out of Grade

- a. Whenever assignment of any employee covered by this Agreement is necessary in a grade higher than his regular grade, and it is known in advance that the absence of the higher-rated employee will be in excess of thirty (30) consecutive calendar days, then assignment of the work out of grade into such higher-rated position shall be made to the employee having the highest score on the current certified Civil Service list, subject to management's determination that the employee being so assigned is qualified to perform the tasks of the higher-rated position. Management shall make the initial determination of qualifications, which determination shall be subject to the grievance and arbitration provisions of this Agreement.
- b. Whenever assignment of any employee covered by this Agreement is necessary in a grade higher than his regular grade, and it is not known in advance whether the absence of the higher-rated employee will be in excess of thirty (30) consecutive calendar days, then assignment of the work out of grade into such higher-rated position shall be made to the Firefighter filling a Lieutenant's position or the Lieutenant filling a Captain's position having greatest seniority on the shift where that work is to be performed, subject to management's determination that the employee being so assigned is qualified to perform the tasks of the higher-rated position. Management shall make the initial determination of qualifications, which determination shall be subject to the grievance and arbitration provisions of this Agreement.

- c. Any senior employee working out of grade shall receive half the differential between the maximum Firefighter grade and the maximum Lieutenant's grade, said payment shall be pro-rated hourly.
- d. In the event an employee has been paid a higher rate than his regular rate, in accordance with Section 6 (a) and (b) above, and is reassigned to his regular position, he shall thereafter be compensated at the regular rate established for his regular position.

Section 7. Transfers Into Bargaining Unit

Whenever an employee of the Town of Natick is transferred from any other Department of said Town into a position covered by this Agreement; such employee shall be paid at the rate received at the time of transfer. If, however, his rate at time of transfer exceeds the maximum or the classification to which transferred within the Fire Department, then such employee shall be paid no more than maximum rate.

Section 8. Longevity

Those employees who are employed by the Town of Natick shall receive an additional amount of annual compensation based upon the following schedule:

Years of Service

10-14 years	2% of the members base pay, paid weekly
15-19 years	3% of the members base pay, paid weekly
20-24 years	4% of the members base pay, paid weekly
25+ years	5% of the members base pay, paid weekly plus annual bonus of \$500.00*

*The additional \$500 stipend for employees with 25 years or more shall be retroactive to July 1, 2012. Further, future payments of this \$500 stipend shall be paid on or about each December 1

ARTICLE XII - WORK WEEK

Section 1.

The workweek for employees in Bargaining Unit "A" shall average forty-two (42) hours per week.

Section 2.

The workweek for employees in Bargaining Unit "B" shall average forty (40) hours per week throughout the life of this Agreement.

ARTICLE XIII - SHIFTS - TOURS OF DUTY

Section 1.

Whenever the terms "shift" and "tour of duty" appear in this Agreement, it is intended that they have the same meaning and may be used and are used interchangeably.

Section 2.

The shifts and tours of duty covered by this Agreement will, where possible and practical and where in the judgment of the Chief, economic and departmental requirements permit, remain throughout the existence of this Agreement as they are in effect at the execution of this Agreement.

Section 3.

The Fire Chief reserves the right to alter, change and rearrange the shifts for individual employees, from time to time, consistent with the terms of this Agreement and with departmental personnel requirements. A complaint that the Fire Chief has improperly so altered, changed or rearranged shifts for individuals shall be subject to the grievance and arbitration provision of this Agreement.

Section 4.

Pursuant to the conditions of this Section and this Agreement, the hours of duty for the employees of Unit A, as defined in Article I of this Agreement, except for the employee or employees of Unit A permanently assigned to the Fire Prevention Division and the Training Division, shall be worked by four groups working a 24 hour rotation comprised of a ten (10) hour day tour and a fourteen (14) hour night tour on the rotating schedule which is incorporated into this Agreement and identified as Appendix B.

Training Officers and Fire Prevention Schedule

The Training Officer, the Fire Prevention Officer and all personnel assigned to the Fire Prevention Division will work a forty (40) hour, four (4) day workweek. Each member will work a ten (10) hour day shift (0730 hours - 1730 hours). The Captain and Firefighter assigned to the Fire Prevention Division will alternate their days off so that every effort can be made to have the Fire Prevention Division staffed Monday through Friday.

Section 5.

- a. The Superintendent and Assistant Superintendent of Communication shall work a modified tour of duty consisting of a nine (9) hour shift, Monday through Thursday. One member will work 0700-1600 hours; the other member will work 0730-1630 hours. The Friday schedule shall be an eight (8) hour shift, 0700-1500 hours.
- b. In the event of illness or vacation on a Friday, provisions will be made to provide shift coverage at no additional cost to the Town by utilization of a Flex Shift. A Flex shift shall be that time required to provide adequate division coverage and to be taken at a later date at the employee's convenience and consistent with division requirements.

ARTICLE XIV - SICK LEAVE

Section 1.

Each employee covered by this Agreement will accrue sick leave at the rate of one and one-quarter (1 1/4) shifts for each month of regular full-time service, not to exceed fifteen (15) shifts in any calendar year. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit may be accumulated for use in a subsequent year up to a maximum accumulation of two hundred twenty four (224) shifts.

Upon resignation, retirement or other permanent termination of employment (not the result of disciplinary action) from the Fire Department, employees shall be entitled to a buy-back of all accumulated sick leave over one-hundred (100) shifts accumulation at the rate of one third (1/3) of all such accumulation. For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 2.

Employees hired after July 1, 1987 but before July 1, 1998 will accrue sick leave at the rate of one and one-quarter (1 1/4) shifts for each month of regular full-time service, not to exceed fifteen (15) shifts in any calendar year. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit may be accumulated for use in a subsequent year up to a maximum accumulation of one hundred eighty two (182) shifts.

Upon resignation, retirement or other permanent termination of employment (not the result of disciplinary action) from the Fire Department, employees shall be entitled to a buy-back of all accumulated sick leave over one-hundred (100) shifts accumulation at the rate of one half (1/2) of all such accumulation. For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 3.

Employees hired after June 30, 1998 shall earn one sick day per month, and may accumulate unused sick days up to a limit of 120 days. Upon resignation, retirement or other permanent termination of employment other than for disciplinary reasons, such employees will receive one days pay for each two accrued but unused sick days over fifty (50).

For the purpose of the provision, for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment.

Section 4.

Sick leave hereunder may not be used until after completion of six (6) months of continuous employment. Sick leave shall be granted for absence by illness or injury or exposure to contagious disease or by the serious illness of a member of the employee's immediate family. The immediate family shall include parents, spouse, and parents of spouse, children, brother or a sister. In case of requests for sick leave due to the serious illness of a member of the employee's immediate family, the Town may require evidence of the necessity for such absence in the form of a physician's certificate, as a condition precedent to approval of such request.

Section 5.

All requests for sick leave shall be submitted to the Fire Chief and are subject to his approval.

Section 6.

If an employee believes that the Fire Chief has improperly denied a sick leave request, the employee so aggrieved may file a grievance under the provisions of the grievance-arbitration procedure in this Agreement.

Section 7.

If an employee requests sick leave for more than three (3) consecutive working days the employee shall submit a physician's certificate showing the nature of the illness and the necessity for absence, as a condition precedent to the approval of such sick leave. In case of a request for sick leave in excess of a total six (6) days in any calendar year, the Fire Chief may require a physician's certificate showing the nature of the illness the necessity for absence, as a condition precedent to the approval of such sick leave. The Town also may require the employee to undergo a medical examination performed by a physician, other than his personal physician, selected by the employee from a list of three (3) physicians compiled by the Town. The list of physicians shall be reviewed annually by the Town and will then be revised, if necessary. The Town shall pay the cost of any medical examination required pursuant to this section.

Section 8.

No sick leave shall be granted or approved for illness attributing or caused by the use of intoxicating beverages or unprescribed use of drugs.

Section 9.

Quarterly during the year, the Fire Chief shall post a list of all employees, indicating their current sick leave accumulation and shall annually post a list of all employees indicating their current sick bank status. These notices shall be posted in all fire stations.

Section 10.

Notification with regard to intention to retire and receive sick leave buy-back will occur as follows:

- a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to the Chief of the Department by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy-back at retirement. If the employee fails to give the requisite notice by December 1, the Town will not be required to make the buy-back payment until a transfer of funding can be made at the next Town Meeting. The deadline for the fall Town Meeting is July 1st. The Town may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.
- b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.

- c. This section shall not apply to employees who separate from service due to death or disability.

ARTICLE XIV-A - SICK LEAVE BANK

Section 1.

A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident.

Section 2.

Each member of the Union shall submit one (1) day of his accumulated sick leave to the Sick Leave Bank for the annual period beginning July 1 of each year of his or her employment, to be utilized by those who have qualified and who have exhausted their own individual accumulated sick leave, and who still have a serious extended illness or disability. Annual contributions to the Bank shall be made by each member of the bargaining unit, until each such member has contributed a total number of ten (10) sick leave days to the bank. If the Sick Leave Bank is exhausted at any time, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit covered by this Agreement.

An employee may voluntarily deposit or contribute into the Sick Leave Bank, once annually in the month of June, by so informing the Fire Chief of his or her intention to do so, any amount of accumulated sick leave shifts which he or she decides for the purpose of providing security for buy-back sick leave purposes. Said shifts shall have been accumulated pursuant to the provisions of Article XIV, Section 1 and as referenced in Article XIV-A, Section 2. For the purposes of buy-back of all accumulated sick leave referenced in Section 2 of Article XIV, any contribution of an employee to the Sick Leave Bank shall be credited to such available accumulated sick leave upon his or her retirement, resignation or other permanent termination of employment. However, for the duration of this Agreement, in no case shall more than 224 days (sick leave accumulation plus credit in Sick Leave Bank) be eligible for the buy-back formula provided for in Article XIV. Any time Sick Leave Bank is reduced, either because of utilization by a member because of illness or disability or by reason of withdrawal of such contribution upon retirement, the total accumulated Sick Bank amount shall be reduced by said sum. Notwithstanding the foregoing, an employee may only voluntarily deposit or contribute into the Sick Leave Bank if and when such member has not less than fifty (50) days of accumulated sick leave to his or her credit and such individual accumulated sick leave credit may not be reduced below fifty (50) days by voluntarily depositing or contributing into the Sick Leave Bank.

Section 3.

Individuals shall not qualify for consideration of extended illness within the framework of the Sick Leave Bank unless they have completed the six (6) month probationary period as of the beginning of each fiscal year. A member of the Union shall not be required to contribute to the Sick Leave Bank until he has accumulated in individual sick leave benefits at least six (6) days.

Section 4.

Sick Leave Bank days shall only be available to an informed employee only after he has exhausted his entire accumulated sick leave.

Section 5.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident of the member of the Union. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

Section 6.

The Sick Leave Bank shall be administered by a Sick Leave Committee comprised of the Union President and the Town Administrator (or their designee). For shifts granted beyond the initial 30 shifts, an independent physician, jointly named by and agreed to by the Union Representatives and the Management Representatives will take part in the Sick Leave Bank Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank, the amount of leave to be granted, and whether the illness or accident in question is prolonged, within the meaning of Section 5. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

- (a) The initial grant shall not exceed thirty (30) shifts.
- (b) The Committee shall consider:
 - 1. Adequate medical evidence of serious illness;
 - 2. Prior utilization of all eligible sick leave;
 - 3. Propriety in the use of sick leave;
 - 4. Length of service in the Town of Natick.

It is the intent of the parties that sick leave days shall be granted liberally with the interest of the employee and his family, if any, in mind and with due regard to the fact that the employees have donated their own, earned personal sick days to the Bank.

The decision of the Sick Leave Bank Committee with respect to eligibility, entitlement, and all other appropriate and related considerations shall be final and binding, and not subject to appeal.

Section 7.

Upon the completion of the initial thirty (30) day grant, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant or his representative.

Section 8.

If the employee is granted sick leave days from the Bank he shall receive his full and regular rate of pay for the term of his grant unless he returns to work prior to the expiration of his term. If any employee does so return to work, the unused days of his grant shall revert to the Sick Leave Bank. If an officer is granted Sick Leave Bank days, he shall be paid at the officer's full and regular rate of pay.

ARTICLE XV - BEREAVEMENT

In the event of a death of a member of an employee's immediate family (parents of the employee, parents of spouse, grandparents, grandchildren of employee, children, brothers and sisters, brothers-in-law and sisters-in-law of the employee and household members) the employee will be permitted to be absent for four (4) work shifts, and for aunts and uncles of the employee will be permitted to be absent for two (2) work shifts, if necessary, without loss of pay based at the employees straight time rate of pay.

ARTICLE XVI - VACATIONS

Section 1.

Any regular full-time employee covered by this Agreement, who, on the anniversary date of his permanent appointment as an employee of the Town of Natick, has completed the total years of service specified below, shall be entitled to vacation time with pay, according to the following schedule:

<u>Vacation Period</u>	<u>Years of Employment</u>
2 weeks for:	1 - 5 years
3 weeks for:	5 - 10 years
4 weeks for:	10 - 20 years
5 weeks for:	20 + years

Up to 8 vacation shifts may be carried over from one calendar year to the next, in addition to the deferred prime time vacation carry over provision already allowed (see Section 3, 2nd paragraph, below).

Section 2.

- A) Upon seventy two (72) hours' notice and the approval of the Deputy Chief, an employee's 3rd, 4th and 5th week of vacation leave may be taken on a single shift basis.

- B) Three (3) employees from any one shift shall be allowed absences resulting from a combination of vacation, vacation shifts, and/or personal health shifts. A personal health shift can be utilized as the fourth (4th) employee absent. The maximum of four (4) shall apply throughout the year.
- C) Vacation shifts granted on Thanksgiving Eve, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be by seniority with employees with less seniority being "bumped" by employees with greater seniority. NO bumping shall be allowed after April 1st of the selected year. Personal Health shifts will be granted on a first request basis if an opportunity exists in accordance with Section 2B.
- D) On October 15th of each year, the Chief will notify each member of the number of vacation shifts remaining for the member's utilization prior to December 31st of such year. All vacation shifts, not selected by November 1st, may be scheduled by the Chief, consistent with the operation of the department and shift needs.
- E) Single vacation shifts requested for a date after March 1st will not be granted until March 1st when all full weeks of vacation have been selected.
- F) Vacation shifts will be granted on a first requested basis.

Section 3.

The prime summer vacation schedule shall commence no earlier than June 20 each year, with shift groups rotating from year to year on a two-week vacation basis. The prime summer vacation schedule shall terminate no later than September 10 each year. All vacations are subject to the approval of the Fire Chief who will grant them consistent with department and shift needs. The Town shall not be required to grant vacations during the prime summer vacation period; irrespective of past practice, however, the Chief of the Department will cooperate in granting vacations during the prime summer vacation schedule where possible. Seniority shall be followed where practicable.

A firefighter may voluntarily move his assigned prime summer vacation weeks for a payment of \$300.00 per week, or \$600 for two weeks. Said time must be used between October 1st through December 31st of the same calendar year, and/or between January 1st through May 31st of the following calendar year. Vacation shifts shall be issued from January 1st through December 31st. Payment to those employees selecting this provision shall be made the payroll week prime time summer vacation week was to have occurred. Firefighters who receive payment for deferring prime summer vacation weeks to non-prime time weeks may not use other vacation time during their scheduled Prime Time vacation that was deferred.

Members may opt to sell ("lose") up to two (2) weeks of Prime Time Vacation at the rate of \$600.00 per week.

Section 4.

A week of vacation entitlement shall be defined as four (4) shifts.

Section 5

The Fire Chief, consistent with departmental requirements, will grant vacations to employees who are entitled to vacation in excess of two weeks on a shift seniority basis and the following procedures will be followed for scheduling such vacations:

- A) A notice shall be posted annually not later than December 15th at all Fire Stations stating in effect that employees desiring their third, fourth and fifth week's vacation shall submit a dated request in writing specifying the weeks desired;
- B) First, for those with five weeks of vacation entitlement, the selection of the fifth week of vacation shall be made according to seniority per shift. This selection to be made by February 1st.

Then, for those with four weeks of vacation entitlement the selection of the fourth week of vacation shall be made according to seniority per shift. This selection to be made by February 15th.

Then, for those with three weeks of vacation entitlement, the selection of the third week of vacation shall be made according to seniority per shift. This selection to be made by March 1st.

- C) The starting date of the third and fourth week vacations will terminate as of the last day of November.
- D) Selection of all weeks of vacation made by March 1st, will take priority over single shift selections.
- E) For the purpose of selecting weeks of vacation, seniority shall be computed in accordance with General Laws, Chapter 31, Section 33.

Section 6.

Any employee whose employment is terminated during a year by dismissal without just cause, or by resignation, retirement or death without having taken the vacation to which he is entitled, he, or in the case of death, his estate, shall be paid in lieu of said vacation an amount equal to his unused vacation. Any employee who resigns shall give the Town at least two (2) weeks' notice and, failing to do so, shall not be eligible to receive his terminal vacation pay as provided herein.

Section 7.

If an employee is required to work on his vacation he shall be paid at his regular hourly rate computed by dividing his regular weekly wage by 40 for the hours actually worked, in addition to receiving his vacation pay.

Section 8.

Assigned vacation periods shall average not less than 42 hours per week. In the event an assigned vacation period does not average 42 hours per week, the Town agrees to allow compensatory time off in an amount of hours necessary to average the assigned vacation period at 42 hours per week. Such compensatory time off is to be used at other than the so-called prime time vacation period after 24 hours notice to and with the permission of the Chief of the Department.

Section 9.

Any new full time firefighter shall accrue vacation days in the customary schedule during the first year at the rate of 1 shift per month starting with the 5th month of employment. Said vacation may only be used after the probationary period and at the discretion of the Chief.

ARTICLE XVII - HOLIDAY

Section 1.

All employees covered by this Agreement, will be granted the following holidays with pay:

Presidents' Day (Washington's Birthday)	Independence Day
Patriots' Day	Labor Day
Memorial Day	Columbus Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King Day
Christmas Day	Firefighters' Memorial Day

Section 2.

Whenever an employee works a full tour of duty on any of the holidays enumerated above, he shall receive one full day's pay; in addition, shall receive twelve (12) hours pay at his regular hourly rate as holiday pay.

Section 3.

Whenever any of the holidays listed above falls on an employee's day off or during his vacation, he shall receive an extra twelve (12) hours pay at his regular hourly rate as holiday pay.

Section 4.

If an employee is on sick leave on a holiday, he shall receive twelve (12) hours pay at his regular hourly rate, in addition to this holiday pay only so long as a physician's certificate is provided to the Fire Chief within two (2) working days after the employee's return to work, and the physician certifies the nature of the illness and that the employee thereby was incapacitated and unable to perform his regular duties on the holiday.

Section 5.

Under no circumstances except as specified in Section 5 of this Article shall an employee be paid an amount greater than two (2) days pay pursuant to Section 2 and 3 above.

Section 6.

If an employee works on a holiday, and such work continues beyond his normal tour of duty, then he shall be compensated for such excess work in accordance with the overtime provisions of this Agreement.

Section 7.

For purposes of these holiday provisions, the "regular hourly rate" shall be computed by dividing an employee's regular weekly wage by forty (40).

ARTICLE XVIII - MILITARY LEAVE

Section 1.

Each employee will be granted a leave of absence from work without loss of pay, up to a maximum of twenty (20) days in any one calendar year, to members of the Reserve Armed Forces of the United States and or the National Guard, when required to perform reserve duty training, said leave must be accompanied by military orders

Section 2.

Any employee who has been activated for military duty shall be compensated under Chapter 137 of the Acts of 2003.

ARTICLE XIX - CLOTHING ALLOWANCE

Section 1.

Dress, work and other uniforms, or parts thereof, required to be worn may not be worn outside of duty hours except for a reasonable time required for travel to and from home to duty station.

Even though employees are not required to report for work and leave work in dress uniform, clothing allowance is to be provided employees in accordance with the following schedule:

Effective January 1, 2011:

Firefighters	Officers
\$525.00	\$575.00

Said sums shall be due and payable in a lump sum amount to employees on the second payday of July of each year.

It is hereby understood and agreed that employees shall maintain a clean and appropriate work uniform, and for that purpose will receive an annual uniform maintenance allowance of \$100.00.

Section 2.

Unit B employees shall be covered by the above provisions.

Section 3.

It is required that all members maintain a complete dress uniform (cap, blouse, dress shirt, trousers). Hat, badges, patches, lapel pins, will be provided by the Department.

The Town will furnish the recruit firefighter with a complete dress uniform (cap, blouse, trousers, dress shirt) at a time deemed appropriate by the Chief.

ARTICLE XX - HEALTH AND SAFETY

Management officials of the Fire Department and officials of the Union shall cooperate in matters of health, safety and sanitation affecting the employees covered by this Agreement. The Fire Department will furnish turn-out equipment consisting of coats, fire helmets, boots, self-contained breathing apparatus, and all other safety equipment as required.

ARTICLE XXI - ASSIGNMENT OF ON-DUTY PERSONNEL

Section 1.

Except in emergencies, no on-duty personnel shall be requested to perform any service heretofore considered as paid detail.

Section 2.

Pending resolution of the subject matter of paid details by the Interdepartmental Efficiency Committee, only off-duty personnel shall be requested to perform services heretofore considered as a paid detail, and compensation for such services shall be provided pursuant to the overtime and call-back provisions of this Agreement.

ARTICLE XXII - JOINT ADVISORY COMMITTEE ON DEPARTMENTAL EFFICIENCY

Section 1.

It being the mutual goal of the parties to maintain and improve the quality of necessary and appropriate services of the Natick Fire Department through improved methods, operating procedures and efficiency, including staffing and utilization of manpower, and cooperation with other Natick Town Departments, there shall be established a joint management-union committee to be known as the "Joint Advisory Committee on Departmental Efficiency", (hereinafter referred to as the Joint Committee).

Section 2.

The Joint Committee shall be composed of the Fire Chief, Town Administrator and (2) Union representatives appointed by the Union Executive Committee.

Section 3.

The Joint Committee shall meet at mutually convenient times, at least once every six months during the existence of this Agreement to discuss and investigate all matters relating to the subject matter specified in Section 1 of this Article.

ARTICLE XXIII - EMTs, EMTIs and PARAMEDICS

Section 1. EMT

In addition to all other compensation to which he is entitled under this agreement, each employee who holds or attains the status of EMT, EMT-I or Paramedic shall be paid in accordance with the following schedule on a bi-weekly basis:

Effective January 1, 2011:

EMT	4.0% of the members base pay
EMT-I	9.5% of the members base pay
Paramedic	13.5% of the members base pay

It is understood by the parties to this Agreement that any member of the Union who undertakes the training and study procedure required for recertification as an E.M.T. shall complete the requirements of that procedure only during off-duty times, or as provided for below, unless otherwise authorized by the Chief of the Department or his

designee. The Town will commit a sum not to exceed \$500 annually to defray the cost of providing in-house EMT training. Such training may be in lieu of, or in addition to regular training. The Chief or his designee will work cooperatively with the Union in scheduling such training. Training shall be OEMS approved, and will be of two hours duration per shift, per month. EMS training shall be conducted between the hours 0900-1700.

Any member who has not been previously certified as an E.M.T. and undertakes the training and study procedure required for certification as an E.M.T., shall be released from duty, without loss of pay, to complete all requirements for certification as an E.M.T. and to attend any and all scheduled classes, clinical or testing requirements of any required program while so engaged in such educational endeavor.

No members of Group B hired after July 1, 1987, shall be eligible for E.M.T. compensation.

After 20 years of delivering EMS service as a Paramedic to the Town of Natick Fire Department, Paramedics will not be required to ride the ambulance, provided that

- a. Said Paramedic will count towards minimum manning
- b. Paramedics filling in for another Paramedic on a swap or working an overtime shift may be required to staff the ambulance subject to the Deputy's discretion and subject to the requirements of Paragraph c., below
- c. Paramedics must serve on the ambulance if it would otherwise be necessary to call in another Paramedic on overtime to properly staff the ambulance.

ARTICLE XXIV - DUES DEDUCTION

In accordance with the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts, the Town shall certify to the Treasurer of the Town of Natick all payroll deductions for the payment of dues to the Association as duly authorized by employees covered by this Agreement.

In accordance with Section 12 of Chapter 150E of the Massachusetts General Laws, the employer shall require as a condition of employment during the life of this Agreement the payment of a service fee to the Union on or after the thirtieth day following the beginning of such employment or the effective date of this Agreement, whichever is later.

ARTICLE XXV - CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of the Agreement except by the mutual consent, in writing, of the parties hereto.

ARTICLE XXVI - SEVERABILITY

Should any final decision by the Massachusetts Civil Service Commission, or by a Commissioner thereof, or of any court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XXVII - NO STRIKE - NO LOCKOUT

Section 1.

It is mutually agreed that, during the term of this Agreement, there will be no stoppage of work, lockouts, slowdowns or any similar interference with work.

Section 2.

The Local Union agrees to reimburse the Town for any monies required to be expended by it as a result of a strike, stoppage of work, slowdown, or any similar interference with work occurring during the term of this Agreement if the strike, stoppage of work, slowdown or similar interference with work is authorized or ratified by the Local Union.

ARTICLE XXVIII - PERFORMANCE EVALUATION

Beginning July 1, 1987, a committee shall be established to study the formation of an Employee Performance Evaluation System. The committee shall consist of the Fire Chief, Deputy Town Administrator, a Deputy Chief and three (3) members appointed by Local 1707.

The committee shall make its report prior to July 1, 1988. The recommendations of the committee will not be implemented unless it is by two-third's (2/3) vote of the committee.

It is further understood and agreed that any established Employee Performance Evaluation System shall not be connected to or used in conjunction with any disciplinary action and shall not form the basis for any alteration, change, supplementation or modification of existing employee benefits or rights including without limitation wages and seniority.

ARTICLE XXIX - EDUCATIONAL

Section 1. Educational Incentive

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees covered by this Agreement, who hold or attain a degree in Fire Science, Public Administration or Emergency Management at an accredited educational institution, or upon completion of thirty (30) semester credit hours in approved Fire Science, Public Administration or Emergency Management subjects at an accredited institution shall receive an educational incentive according to the following schedule in recognition of attainment of such academic distinction.

As of 6/30/2015 educational incentive will no longer be provided to firefighters with less than an Associates' Degree, however a firefighter who has earned 30 credit hours of educational incentive as of 6/30/2015 will be grandfathered in at 3% of the member's base pay, paid weekly.

Associate Degree	6% of the members base pay, paid weekly
Bachelor Degree	9% of the members base pay, paid weekly
Master Degree	11% of the members base pay, paid weekly

Section 2.

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees who are designated and authorized by the Chief of the Department to attend special approved courses during off-duty hours shall be compensated for those hours spent in attendance at such courses at time and one-half their regular hourly rate of pay.

Section 3.

Each Firefighter, Lieutenant and Captain, upon successful completion of coursework in Fire Science, Public Administration or Emergency Management, shall receive reimbursement for expenses incurred, including tuition, books or associated fees up to an annual sum as provided in the following table:

<u>Year</u>	<u>Maximum Amount</u>	<u>Maximum Reimbursable Hours</u>
July 1, 2013	\$3,000	30 hours

Educational reimbursement may also be applied to the costs of books, tuition and fees for courses offered or recognized by the Massachusetts Firefighting Academy, courses offered or recognized by the National Fire Academy, courses offered or recognized by the National Fire Protection Association or courses approved by the Chief of the Department. Effective July 1, 2009, educational reimbursement will apply to coursework to retain the fire personnel's level of EMS certification.

Educational reimbursement may also be earned through the successful completion of off-duty job-related training offered, recognized or approved as above. Reimbursement for off-duty job-related training shall be conducted on an hourly basis, paid upon presentation of documentation at a rate equal to the maximum reimbursement for the fiscal year divided by the maximum reimbursable hours of training for that fiscal year.

The combination of reimbursement for formal education and off-duty job-related training may not exceed the maximum reimbursement established in this section.

Members out on sick leave/ILD shall be eligible for educational reimbursement provided that the requested training will not impede the employee's recovery; the Chief shall make such determination.

Section 4.

Should the Massachusetts General Court pass legislation to provide firefighters with educational benefits similar to those provided to police officers under the "Quinn Bill" (M.G.L. c 41, s 108L), then the town shall put forward for adoption by the Natick Town Meeting at its next scheduled Town Meeting or Special Town Meeting any such firefighter educational program. Acceptance of this educational program shall not have any financial impact until July 1, 2000.

In the event any such firefighter educational program is adopted by the Town, the educational incentives described in Sections 1 and 2 of this Article shall no longer remain in effect. However, under no circumstances shall the benefit level be diminished below what is currently provided for in Section 1 & 2.

ARTICLE XXX - PERSONAL HEALTH DAYS

Each employee shall be entitled to earn a maximum of three (3) additional days off with pay during any year upon the completion of one hundred and twenty (120) consecutive day period. Said additional days off shall be known as Personal Health Days, and may be used at the discretion of the employee subject to twenty-four (24) hours' notice received by the Chief or his designee and subject to the maximum absence levels contained in Article XVI, Section 2 (B). Priority shall be given to requests for time off on a first-come, first-served basis.

In the event that an employee completes one (1) year of service without utilizing any sick leave benefits, he or she shall be entitled to one (1) Personal Health Day for every seventy-two (72) day period in which he or she does not utilize sick leave following such year in which he or she has not utilized sick leave. In the event that an employee completes one (1) year of service without utilizing sick leave and completes a subsequent seventy-two (72) day period without using sick leave, he or she is eligible to take such Personal Health Day within one year from the time from within which it is earned. In order to be eligible to earn one (1) Personal Health Day for each additional seventy-two (72) days of service without using the sick leave, it shall be required that the annual period of time shall be computed from the last day of utilized sick leave. The employee shall remain in the seventy-two (72) day cycle for one (1) year following his next use of sick leave.

ARTICLE XXXI - MISCELLANEOUS

Section 1.

In addition to all other compensation to which they are entitled under this Agreement, regular full-time employees who perform scuba diving duties for the Natick Fire Department shall receive an additional \$5.00 per hour while

engaged in a scuba diving mission (including training). The Town reserves the right to increase this amount if in its judgment such an increase is warranted.

Section 2.

Members of the Union are not required to reside within the Town of Natick, but must reside within a ten-mile radius of the boundary of Natick. Measurement is to commence at that boundary of Natick which is nearest to the other municipality in which the Union member wishes to reside. The ten-mile limit may be extended in the discretion of the Board of Selectmen in an unusual case involving hardship to the employee.

Section 3. - Water Rescue Training

In addition to all other compensation to which he is entitled under this agreement, each employee shall receive 2.0% of the member's base pay, added to base pay, paid weekly, for Specialized Water Rescue Training.

ARTICLE XXXII - PROCEDURES FOR INJURED LEAVE/RETURN TO WORK

In an effort to insure fairness, provide for full recovery of injured employees and protect the rights of firefighters and the Town of Natick, these procedures and practices are hereby agreed to by the Town and the Union.

Section 1.

Employees injured in the line of duty without fault of his or her own shall receive compensation in accordance with the provisions of C. 41, §111F and this Contract.

Section 2.

Indemnification for medical and related expenses will be governed by the provisions of C. 41 ; §100 of the M.G.L.

Section 3.

It shall be the responsibility of the employee to assist in case management in the following ways.

- a. Employees shall promptly report all incidents of injury while on duty, and within five (5) days of a claim for injured on duty leave shall provide a letter from the treating physician including diagnosis, prognosis, probable period of incapacity and general nature of treatment. While awaiting that documentation, an employee shall be placed on "injured on duty pending" status. Upon receipt by the Chief of the above documentation, he shall immediately review it and make a determination of whether the employee will be placed on injured on duty leave.
- b. During any period of injured on duty leave, an employee shall be available for examination by a Town-designated physician at intervals of not less than three months.
- c. If a question exists as to whether an employee is injured and incapacitated pursuant to C. 41, § 111F the employee shall provide to the Town's physician a medical release in accordance with the attached form of the medical records related to the claimed injury.
- d. Engage only in activities allowed by the employee's physician as not being a hindrance to recovery.

MODIFIED DUTY FOR RETURN TO WORK

There are injuries which may be sustained on and off the job which may permit a firefighter to perform certain modified and job-related duties which will improve the Natick Fire Department, provide meaningful work activities for the injured employee and improve the Firefighters opportunity to achieve full psychological and physical recovery from the injury.

If after 45 days, a firefighter out on I.O.D. is unable to return to full duty status, the Chief of the department, after review with the union, may assign an officer/firefighter who is recovering from a job-related sickness or injury to modified duty, while the officer/firefighter is awaiting medical clearance to return to regular duty. This shall be done after review by the employee's physician and the town's physician who shall have approved such modified duty. If unable to agree, a third physician from the appropriate medical specialty, agreed to by the employee's and the town's

physician, shall, if he deems it necessary, examine the employee and make a determination which shall be binding on the parties. Said third physician would be paid by the Town.

It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, such assignments shall not extend beyond one year.

Schedules of modified duty assignments shall be four 10-hour days (0800-1800 hours).

Once application for retirement is made, the employee shall return to his prior IOD status or sick leave which ever is appropriate. If the local Retirement Board denies his application, the employee shall return to modified duty only to fill the remainder of his one-year term. (The one-year term shall not include that period of time that his application for retirement was pending).

Employees on modified duty shall not be considered to be part of the fire suppression forces.

A modified duty assignment may, by agreement of the Chief, the Union and the individual employee, begin prior to the normal forty-five day waiting period.

Benefits accruing to employees by law and contract shall not be diminished by virtue of injured on duty or light duty status.

Employees experiencing illness or injury in a non-duty status may volunteer to participate in a modified duty program subject to the conditions of this agreement.

The Chief will make light duty assignments to minimize public contact and in any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status.

Light duty assignment shall be, so far as practical, particularized to the individual abilities and limitations of each employee so assigned.

Modified duty shall not include driving of ambulances or fire suppression emergency vehicles.

The employee on modified duty may be released by the Chief to attend physician appointments or therapy. Such request for release shall not be unreasonable withheld.

The following list of modified duty assignments may be modified by mutual consent of both the Town and the Union.

MODIFIED DUTY ASSIGNMENTS

1. Computer aided dispatch data entry.
2. Geo-base information gathering.
3. Equipment inventory and condition reports.
4. Inspectional service report entry.
5. Water system capacity studies (coordination of water distribution with DPW, Water and Sewer Division.)
6. Hydrant tracking and condition reports.
7. Handicapped Occupancy I.D.

8. Alarm System update reports.
9. Sprinkler Occupancy I.D.
10. Pre-Fire Planning.

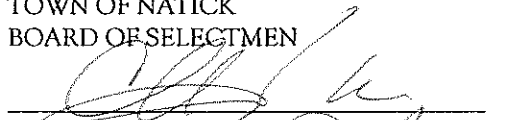
ARTICLE XXXIII - DURATION

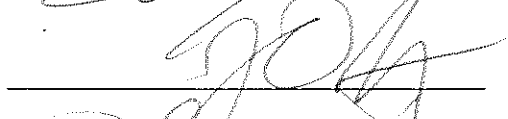
This Agreement shall be in effect from July 1, 2012 to June 30, 2015 and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

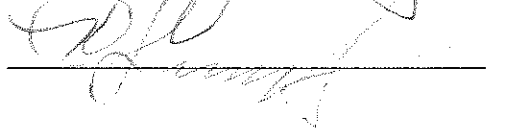
The Agreement is subject to funding by the Town Meeting and ratification by the Board of Selectmen.

In Witness Whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

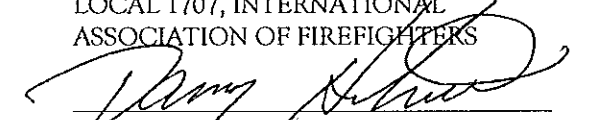
TOWN OF NATICK
BOARD OF SELECTMEN

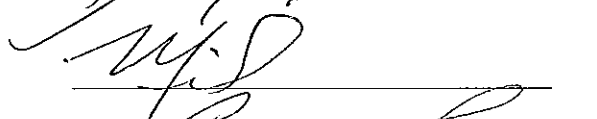


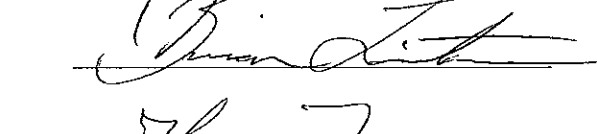


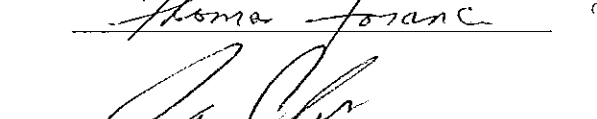


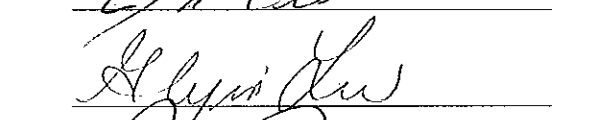
LOCAL 1707, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS

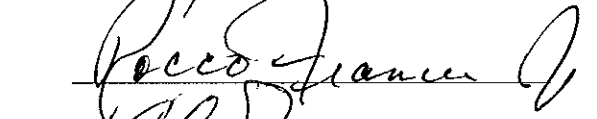











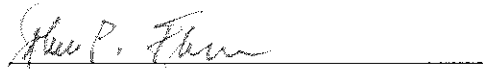




Dated: 4/21/15

Dated: 4/25/15

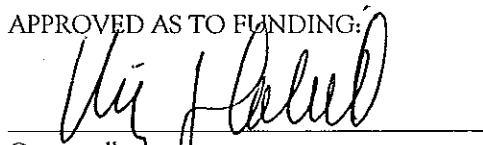
APPROVED AS TO FORM:



Labor Counsel

Dated: may 13, 2015

APPROVED AS TO FUNDING:



Comptroller

Dated: 5-12-15

AGREEMENT

BETWEEN

THE

TOWN OF NATICK,
MASSACHUSETTS

AND

THE DEPUTY FIRE CHIEFS'
ASSOCIATION

July 1, 2012 - June 30, 2015

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Agreement effective July 1, 2012 through June 30, 2015, between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and Town of Natick Deputy Fire Chiefs' Association (hereinafter referred to as the Association).

ARTICLE I - RECOGNITION

The Town hereby recognizes the Association as the exclusive collective bargaining representative for all Deputy Fire Chiefs' employed by the Town of Natick in the Town of Natick Fire Department.

ARTICLE II - GRIEVANCES/ARBITRATION

An employee covered by this Agreement shall have the right to present a grievance and have it promptly considered on its merits. The initiation of a grievance by an employee shall not cast any reflection upon his/her standing in the Department.

A member having a complaint or grievance may present it formally to the Chief of the Department. Every effort shall be made for an informal solution.

If a grievance is not settled as described above, the appropriate statutory provisions of the Massachusetts General Laws relating to grievance-arbitration shall be utilized.

ARTICLE III - WORK WEEK

The workweek shall average 42 hours on a reciprocal 8-week cycle, except as otherwise directed by the Chief. All work performed in a work week in excess of an employee's regularly scheduled working hours shall be compensated at one and one half the employee's rate, and said rate shall be determined by dividing his weekly rate by forty (40).

In all instances, the work shifts and work cycles of the Deputy's rank shall be compatible both in time and duration to the rank and file of the fire suppression force of the Natick Fire Department.

ARTICLE IV - SENIORITY

Seniority, for vacation purposes only, as between all Deputy Fire Chiefs, shall be computed from the date of appointment to the rank of Deputy Fire Chief.

ARTICLE V - DUES

Payroll deductions for dues shall be made by the town when authorized by the Association.

ARTICLE VI - HOLIDAYS

Any employee covered by this Agreement will be granted the following holidays with pay, provided he works on his scheduled tour of duty if on the holiday, unless he has been granted authorized leave of absence from such tour of duty:

Presidents' Day
Patriots' Day
Memorial Day
Independence Day
Labor Day
Christmas Day

Columbus Day
Veterans' Day
Thanksgiving Day
New Year's Day
Firefighters' Memorial Day
Martin Luther King Day

Notwithstanding any of the foregoing, it is hereby expressly agreed as follows: The holidays as listed above will be paid at a rate of twelve (12) hours pay.

ARTICLE VII - VACATIONS

The following lengths of vacation period shall be in effect:

- 2 weeks for those having accumulated 1 - 5 years of service;
- 3 weeks for those having accumulated 6 - 10 years of service;
- 4 weeks for those having accumulated 11 - 20 years of service;
- 5 weeks for those having accumulated over 20 years of service.

(Service shall be predicated upon total time of employment in the Natick Fire Department).

Up to 8 vacation shifts may be carried over from one calendar year to the next.

Any employee whose employment is terminated for any reason other than just cause, without having taken the vacation to which he is entitled, shall be paid an amount equal to his unused vacation. In the case of resignation, two weeks prior notice of the resignation to the Town is required for the employee to receive payment in lieu of unused vacation.

The assignment by the Chief of vacation periods shall be, where practicable, in accordance with seniority in rank and consistent with departmental requirements.

Those Deputies who were unable to take prime time vacation during the summer due to scheduling conflicts may take single shift days on the condition that those Deputies will work to provide coverage without the use of excessive overtime.

Deputy Chiefs shall be allowed 2 weeks off for vacation during the Prime Time vacation period.

Such period normally being the last week of June through the first week of September. However, Deputies shall not be required to take two weeks of vacation during that time. Members may opt to sell ("lose") up to two (2) weeks of Prime Time Vacation at the rate of \$600.00 per week.

ARTICLE VIII - CLOTHING ALLOWANCE

All employees covered by this Agreement shall be credited the following sums for clothing allowance.

Effective January 1, 2011:

\$1,000 annually

The Town of Natick shall provide two (2) new uniform dress hats at the discretion of the Chief of the Department.

Clothing Maintenance

Each Bargaining Unit employee shall receive an annual clothing maintenance of \$150.

ARTICLE IX - SICK LEAVE

Section 1

Each employee covered by this Agreement will accrue sick leave at the rate of one and one-quarter (1 1/4) days for each month of regular full-time service, not to exceed (15) days in any calendar year.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employees' credit and not used in the current year, may be accumulated for use in a subsequent year up to a maximum accumulation of two hundred twenty four (224) days.

Upon resignation, retirement or other permanent termination of employment (not the result of disciplinary action) from the Fire Department, employees shall be entitled to a buy-back of all accumulated sick leave over one-hundred (100) shifts accumulation at the rate of one third (1/3) of all such accumulation. For the purpose of the provision for buy-back, a shift's pay shall be defined at 12/42 times an employee's weekly rate of pay prior to termination of such employment. Those employees originally hired by the Natick Fire Department after July 1, 1987, may accumulate sick leave to a maximum accumulation of 182 shifts.

Upon retirement, employees shall be entitled to buy-back of all accumulated sick leave over 100 days at the rate of 1 for 2 of all such accumulation. For purposes of buy-back a day's pay shall be determined at 12/42 of an employee's weekly pay at the time of termination.

Effective for those employees originally hired by the Natick Fire Department after July 1, 1998 regular full-time employees will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed 12 days in any year. Employees hired after July 1, 1998, shall accumulate sick leave days to a maximum of one-hundred twenty (120) days. Upon retirement, employees shall be entitled to buy-back of all accumulated sick leave over 50 days at the rate of 1 for 2 of all such accumulation. For purposes of buy-back a day's pay shall be determined at 12/42 of an employee's weekly pay at the time of termination.

Section 2.

Notification with regard to intention to retire and receive sick leave buy-back will occur as follows:

- a. An employee who wishes to retire shall provide written notification of his or her intention to retire, specifying a tentative date, to the Chief of the Department by December 1 of the fiscal year prior to the fiscal year of retirement. An employee who gives the required notice in a timely manner shall receive sick leave buy-back at retirement. If the employee fails to give the requisite notice by December 1, the Town will not be required to make the buy-back payment until a transfer of funding can be made at the next Town Meeting. The deadline for the fall Town Meeting is July 1st. The Town may make partial or full payments of sick leave buy-backs when insufficient notice is given if funds are available in sick leave buy-back budget items, but such payment shall not establish a precedent.
- b. Employees who state an intention to retire under this section but who subsequently chose not to retire shall retain all rights and benefits due to them under law and this Agreement.
- c. This section shall not apply to employees who separate from service due to death or disability.

ARTICLE IX-A - SICK LEAVE BANK

Section 1.

A Sick Leave Bank is established for use by qualified members whose sick leave accumulation is exhausted through prolonged illness or accident.

Section 2.

Each member of the Union shall submit one (1) day of his accumulated sick leave to the Sick Leave Bank for the annual period beginning July 1 of each year of his or her employment, to be utilized by those who have qualified and who have exhausted their own individual accumulated sick leave, and who still have a serious extended illness or disability. Annual contributions to the Bank shall be made by each member of the bargaining unit, until each such member has contributed a total number of ten (10) sick leave days to the bank. If the Sick Leave Bank is exhausted at any time, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit covered by this Agreement.

An employee may voluntarily deposit or contribute into the Sick Leave Bank, once annually in the month of June, by so informing the Fire Chief of his or her intention to do so, any amount of accumulated sick leave shifts which he or she decides for the purpose or providing security for buy-back sick leave purposes. Said shifts shall have been accumulated pursuant to the provisions of Article IX, Section 1 and as referenced in Article IX, Section 2. For the purposes of buy-back of all accumulated sick leave upon his or her retirement, resignation or other permanent termination of employment. However, for the duration of this Agreement, in no case shall more than 224 days (sick leave accumulation plus credit in Sick Leave Bank) be eligible for the buy-back formula provided for in Article IX. Any time the Sick Leave Bank is reduced, either because of utilization by a member because of illness or disability or by reason of withdrawal of such contribution upon retirement, the total accumulated Sick Bank amount shall be reduced by said sum. Notwithstanding the foregoing, an employee may only voluntarily deposit or contribute into the Sick Leave Bank if and when such member has not less than fifty (50) days of accumulated sick leave to his or her credit and such individual accumulated sick leave credit may not be reduced below fifty (50) days by voluntarily depositing or contributing into the Sick Leave Bank.

Section 3.

Individuals shall not qualify for consideration of extended illness within the frame work of the Sick Leave Bank unless they have completed the six (6) month probationary period as of the beginning of each fiscal year. A member of the Union shall not be required to contribute to the Sick Leave Bank until he has accumulated in individual sick leave benefits at least six (6) days.

Section 4.

Sick Leave Bank days shall only be available to an informed employee only after he has exhausted his entire accumulated sick leave.

Section 5.

No days may be withdrawn from the Sick Leave Bank for any illness other than prolonged illness or accident of the member of the Union. Days may not be withdrawn to permit an individual to stay at home to care for a member of the family.

Section 6.

The Sick Leave Bank shall be administered by a Sick Leave Committee comprised of two members of the Union, one member of the Board of Selectmen, the Town Administrator (or his designee) and an independent physician jointly named by the Union Representatives and the Management Representatives. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the Bank, the amount of leave to be granted, and whether the illness or accident in question is prolonged, within the meaning of Section 5. The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

- (a) The initial grant shall not exceed thirty (30) days.
- (b) The Committee shall consider:
 - 1. Adequate medical evidence of serious illness;
 - 2. Prior utilization of all eligible sick leave;

3. Propriety in the use of sick leave;
4. Length of service in the Town of Natick.

It is the intent of the parties that sick leave days shall be granted liberally with the interest of the employee and his family, if any, in mind and with due regard to the fact that the employees have donated their own, earned personal sick days to the Bank.

The decision of the Sick Leave Bank Committee with respect to eligibility, entitlement, and all other appropriate and related considerations shall be final and binding, and not subject to appeal.

Section 7.

Upon the completion of the initial thirty (30) day grant, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant or his representative.

Section 8.

If the employee is granted sick leave days from the Bank he shall receive his full and regular rate of pay for the term of his grant unless he returns to work prior to the expiration of his term. If any employee does so return to work, the unused days of his grant shall revert to the Sick Leave Bank. If an officer is granted Sick Leave Bank days, he shall be paid at the officer's full and regular rate of pay.

ARTICLE X - PERSONAL LEAVE

Each employee shall be entitled to earn a maximum of three (3) additional days off with pay during any fiscal year upon the completion of one hundred and twenty (120) consecutive days without using sick leave during such one hundred and twenty (120) consecutive day period. Said additional days off shall be known as Personal Health Days and may be used at the discretion of the employee, subject to twenty four (24) hours notice received by the Fire Chief or his designee. Said Personal Health Days must be used within one (1) year after they are earned, unless the Fire Chief approves an extension of time which said personal day may be used.

In the event that an employee completes one (1) year of service without utilizing any sick leave benefits, he or she shall be entitled to one (1) Personal Health Day for every seventy-two (72) day period in which he or she has not utilized sick leave. In the event that an employee completes one (1) year of service without utilizing sick leave and completes a subsequent seventy-two (72) day period without using sick leave, he or she is eligible to take such Personal Health Day within one year from the time from within which it is earned. In order to be eligible to earn one (1) Personal Health Day for each additional seventy-two (72) days of service without using the sick leave, it shall be required that the annual period of time shall be computed from July to July of each year.

Priority shall be given to requests for time off first made.

ARTICLE XI - BEREAVEMENT LEAVE

In the event of a death of a member of an employee's immediate family (spouse, parents of the employee, parents of spouse, grandparents, children, grandchildren, brothers and sisters, brothers-in-law and sisters-in-law of the employee and household members) the employee will be permitted to be absent for four (4) work shifts and for aunts and uncles the employee will be permitted to be absent for two (2) work shifts, if necessary, without loss of pay based at the employees straight time rate of pay.

ARTICLE XII - INSURANCE

Group Life and Health Insurance coverage will be made available to bargaining unit employees on the same basis as to other town employees.

Effective January 1, 2011:

Plan	Individual	Family
Harvard Pilgrim Rate Saver	90.00%	80.00%
Blue Option Rate Saver	90.00%	80.00%
Tufts Navigator Rate Saver	90.00%	80.00%
Fallon Direct/Select Rate Saver	90.00%	80.00%
Tufts Point of Service	50.00%	50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Employees shall have the option of electing health insurance coverage under any of the foregoing policies.

Note that all members enrolling in Health Insurance after March 12, 2014 shall pay 25% of the premium costs for all HMO plans (50% for PPO plans).

Effective June 30, 2015 all members shall pay 25% of the premium costs for HMO plans:

Plan	Individual	Family
Harvard Pilgrim Rate Saver	75.00%	75.00%
Blue Option Rate Saver	75.00%	75.00%
Tufts Navigator Rate Saver	75.00%	75.00%
Fallon Direct/Select Rate Saver	75.00%	75.00%
Tufts Point of Service	50.00%	50.00%
Harvard Pilgrim Preferred Provider Option	50.00%	50.00%

Because of the change from "traditional" HMOs to "Rate Saver" HMOs, the Town will provide three levels of "Safety Nets":

- A) Reimbursement for additional net out-of-pocket costs (premium savings-additional co-pay costs) of up to \$250 for Individual Plans and \$500 for Family Plans annually. All co-pay costs are eligible including prescriptions.
- B) Creation of an "Excess Pool" of \$100,000 annually for employees who exhaust their reimbursement under paragraph A above. If more employees are eligible than funds available then the fund will be distributed on a pro-rated basis. All co-pay costs are eligible, including prescriptions.
- C) The Town will provide "Stop Loss" insurance, establishing a maximum out-of-pocket of \$2000 for Individual plans and \$4000 for Family plans. All co-pay costs are eligible, including prescriptions.

The Town will provide a payment for members who "Opt-Out" of the Town's health plan of \$1,000 for Individual Plan participants, and \$2,000 for Family Plan participants. The incentive payments will be pro-rated for each full month that the employee is not enrolled in the Town's health care.

The Town will pay the administrative fee for all members who enroll in the Flexible Spending Account program effective July 1, 2011.

ARTICLE XIII - INDEMNIFICATION

In accordance with the terms and conditions of insurance policies in force or purchased by the Town during the term of this Agreement, the Town agrees to indemnify, hold harmless and defend employees covered by this Agreement from claims and liability of third persons in any causes of action which arise out of the employee's employment with the Town. The Town also agrees, solely by means of the terms and conditions of insurance policies in force or purchased by the Town during the term of this Agreement, to provide for the issuance of bonds releasing any attachment made against an employee in such situations. These provisions shall not apply in the case of willful or wanton conduct.

ARTICLE XIV - SALARIES/COMPENSATION

The weekly salary for the position of Deputy Chief shall be in accordance with the attached salary schedule.

Effective July 1, 2012	1% increase
Effective July 1, 2013	2.5% increase
Effective July 1, 2014	1.0% increase
Effective June 30, 2015	0.5% increase

Effective January 1, 2011, all members will be paid on a bi-weekly basis and only through direct deposit. While some stipends and other forms of compensation are referred to herein as being paid weekly, this is for calculation purposes only; all pay is issued bi-weekly.

Effective July 1, 2012, the stipend for Administrative Deputy shall be increased by \$1,000 (new amount effective 7/1/12 is \$3,000).

ARTICLE XV - PROMOTIONS

When an employee of the Natick Fire Department is promoted to the rank of Deputy Fire Chief, he shall enter the new position of Deputy Fire Chief at the rate of salary set forth in Article XIV or at a rate of pay two steps of the salary for Deputies above his prior salary, whichever is higher. It is the intent of this Article that an employee promoted to the rank of Deputy Fire Chief shall start at a salary which is two steps higher in the pay scale from the salary formerly earned by him. The Chief should establish such schedule in writing for the duration of the contract.

ARTICLE XVI - STAND-BY PAY

In addition to the salaries set forth in the foregoing sections of this Agreement which are intended to compensate the Deputy Fire Chiefs for all hours actually worked, each employee covered hereunder shall receive the annual sum of 3.0% of their base salary, added to base pay, for all standby duty which is hereby deemed to be part of his regular assignment. The nature of such standby duty is that a Deputy, terminating his employment at the end of his scheduled shift, shall remain available to be communicated with and within reasonable proximity of the Department for the period of time equal to the time of the next successive shift of duty.

Stand by pay shall also be made in consideration of the additional cross-over time required for transfer of information between Deputies from shift to shift and in lieu of overtime payments to Deputies to attend 4 Deputy meetings during the year, not to exceed 3 hours per meeting as

scheduled by the Fire Chief.

Should a Deputy swap standby shifts, notification shall be given to the Chief of the department within a reasonable time period in advance of such swap.

ARTICLE XVI-B - CALL BACK AND COMPENSATORY DAY

Section 1: Call Back

Effective July 1, 2005, if an employee, who is not on duty is called into duty, he shall be guaranteed a minimum of four (4) hours' compensation.

Section 2: Compensatory Day

Employees covered by this agreement will be provided each fiscal year with one Compensatory Day which may not accrue and which can be taken in the same manner as vacation and personal days.

Effective July 1, 2007: Employees covered by this agreement will be provided each fiscal year a second Compensatory Day which may not accrue and which can be taken either in the same manner as vacation and personal days or this day along with the day in the previous paragraph may be taken in four (4) hour blocks. There can be a total of five (5) four (4) hours blocks. If there are any hours less than 4 hours remaining, these hours will be lost. Any full shifts (0800-1800) or partial shifts (4 hour blocks) taken during the regular work week (0800-1800) will be covered by the Administrative Deputy Chief if he is on duty.

ARTICLE XVII - LONGEVITY

Longevity Payments shall be as follows:

10-14 Years:	2% of the member's base pay, paid weekly
15-19 Years:	3% of the member's base pay, paid weekly
20-24 years	4% of the member's base pay, paid weekly
25+ years	5% of the member's base pay, paid weekly

Effective July 1, 2012, members with 25+ years of service shall receive \$500 annually, said payment to be issued on or about December 1 of each year, in addition to the above longevity payment.

ARTICLE XVIII - E.M.T. PREMIUM

In addition to all other compensation to which he is entitled under this Agreement, each member of the Association who holds or attains the status of Certified Emergency Medical Technician (E.M.T.) prior to December 1, in any year shall receive additional compensation according to the schedule below. In addition, any employee who attains and retains certification as EMT/EMT-I/EMT-P prior to appointment as Deputy Chief shall continue to receive stipends previously received for this certification so long as said certification is maintained in good standing.

Effective January 1, 2011:

EMT	4.0% of the members base pay
EMT-I	9.5% of the members base pay
Paramedic	13.5% of the members base pay

ARTICLE XIX - COURT TIME

When a member of the unit, as a result of his/her duties as a Deputy Chief, is required to attend as a

witness for the Commonwealth or Town in any criminal case pending in any District, Municipal, Juvenile or Superior Court, at any time, or other representations of the Town at arbitration or designated proceedings, other than during his/her regular tour of duty, said member shall receive a total compensation for such attendance as a witness, time and one-half of the regular hourly rate at a 4 hour minimum. Additional time to be paid for actual hours worked.

ARTICLE XX - DUTY OBLIGATION

The Chief of the Fire Department will endeavor to maintain that a Deputy Fire Chief be employed during all shifts as Shift Commander. In the event of multiple absences, illnesses, fiscal restraints or schedule difficulties the Chief may fill the Deputy's vacancy with a Captain duly promoted to the rank of "Temporary Deputy Fire Chief" as set forth in the provision of civil service statute governing temporary promotions, for long term vacancies. For purposes of this Article, a long term vacancy is defined as any vacancy that exceeds four (4) consecutive shifts, excluding vacations.

The Chief of the Department shall assign a Deputy Chief to be in charge of the Department Emergency Medical Technicians and to advise him of the number of E.M.T.'s required by law in order to provide adequate E.M.T. coverage. The Chief of the Department when notified of any of the above requirements by said Deputy Chief, shall, within a reasonable time, initiate action to assure compliance.

ARTICLE XXI - PERFORMANCE EVALUATION

The Town and the Deputy Chiefs' Association will finalize and implement a performance evaluation system by July 1, 1994.

ARTICLE XXII - EDUCATIONAL

Section 1. Educational Incentive

Any Deputy Chief who currently holds a degree or has earned credits towards a degree or shall complete degree requirements towards a degree in Fire Science, Management or a closely related field to the duties of Deputy Chief, shall be paid an amount equal to the following percentage of their base pay:

As of 6/30/2015 educational incentive will no longer be provided to firefighters with less than an Associates' Degree, however a firefighter who has earned 30 credit hours of educational incentive as of 6/30/2015 will be grandfathered in at 3% of the member's base pay, paid weekly.

Associates Degree	6% of the member's base pay
Bachelors Degree	9% of the member's base pay
Masters Degree	11% of the member's base pay

All semester credit and degrees shall be earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by a Board of Higher Education.

Members out on sick leave/ILD will be eligible for educational reimbursement, provided that the requested training will not impede the employee's recovery; the Chief shall make such determination.

Section 2

Employees covered by this Agreement may pursue in-service training approved by the Chief of the Fire Department. Employees shall receive the following maximum stipend for successful completion of 42 hours of said training:

Effective July 1, 2012: \$4,900

In-service training stipends may be earned in increments of 1/3 for every 12 hours of approved in service training successfully completed, up to a maximum of 42 hours. Successful completion of water rescue training shall qualify for 12 hours of in service training.

Effective July 1, 2007: Successful completion of 24 hours EMT Refresher course shall qualify for 12 hours of in-service training for that year and 12 hours of in-service training the following year.

In exigent circumstances a Deputy may request the carry over of up to 8 hours of training time to the following fiscal year. Such time to be used within 1 year of such granting.

Section 3

Each Deputy Chief upon successful completion of course work in Fire Science, Management, EMT Certification/Re-Certification or a closely related field to the duties of Deputy Chief, shall receive reimbursement for expenses incurred including tuition, books or associated fees up to an annual maximum of \$500. All such course work shall be pre-approved by the Chief of the Fire Department.

ARTICLE XXIII - SERVICE IN THE CHIEF'S ABSENCE

When the Fire Chief is absent and if he so designates in writing a Deputy Chief to serve as Acting Chief, said Acting Chief shall receive as additional compensation a 10% pay increment for such period.

ARTICLE XXIV - EMPLOYEE ASSISTANCE PROGRAM RECOGNITION

The Town of Natick and the Deputy Fire Chiefs' Association recognize the benefits of the "Employee Assistance Program" for themselves and their families. Both the Town and the Deputy Chiefs agree that the emphasis of a corrective employee assistance program should be rehabilitation assistance to those in need.

ARTICLE XXV - INJURED ON DUTY LEAVE

In an effort to insure fairness, provide for full recovery of injured employees and protect the rights of Deputy Chiefs and the Town of Natick, these procedures and practices are hereby agreed to by the Town and the Association.

Section 1 - Employees injured in the line of duty without fault of his or her own shall receive compensation in accordance with the provisions of C. 41, § 111F and this Contract.

Section 2 - Indemnification for medical and related expenses will be governed by the provisions of C. 41 § 100 of the M.G.L.

Section 3 - It shall be the responsibility of the employee to assist in case management in the

following ways.

- a. Provide documentation of incident causing injury.
- b. Provide evidence of incapacity.
- c. Be available to the Town's physicians to evaluate the condition at no less than 3 month intervals.
- d. The Deputy Chief shall provide to the Town medical documentation from the treating physician or provider indicating the diagnosis, prognosis, treatment and estimated time of disability. The Deputy Chief may provide a medical release to the Town's medical consultant or physician of those medical records related to the injury which will be used by the Town's physician in recommending eligibility for injured leave and assisting the Deputy Chief toward recovery and return to work.
- e. Engage in no activities which will impair recovery from the injury.

MODIFIED DUTY FOR RETURN TO WORK

There are injuries which may be sustained on and off the job which may permit a Deputy Chief to perform certain modified and job related duties which will improve the Natick Fire Department, provide meaningful work activities for the injured employee and improve the Deputy Chief's opportunity to achieve full psychological and physical recovery from the injury.

If after 45 days, a Deputy Chief out on I.O.D. is unable to return to full duty status, the Chief of the department, after review with the Association, may assign a Deputy Chief who is recovering from sickness or injury (line of duty and non/line of duty) to modified duty, while the Deputy Chief is awaiting medical clearance to return to regular duty. This shall be done after review by the employee's physician and the town's physician who shall have approved such modified duty. If unable to agree, a third physician agreed to by the employee's and the town's physician, shall make a determination which shall be binding on the parties. Sickness or other non line of duty injuries shall provide the opportunity for voluntary light duty on the part of the Deputy Chief.

As an alternate to the third physician mechanism, the Association may, on behalf of an employee not agreeing to light duty assignment, initiate expedited arbitration pursuant to the procedure hereinafter set forth.

The Article XXVII Expedite Arbitration Panel shall consist of the following arbitrators to whom disputes hereunder shall be referred in sequence.

Mr. A.
Ms. B. (example) (to be named)
Mr. C.
Mrs. D.
Ms. E.

Within five days of receiving direction from the Chief to report for light duty, the employee, through the Association, may demand arbitration with a copy simultaneously sent to the Chief. The arbitrator shall convene a hearing within ten days of the date of the arbitration demand. The presentation of each side shall be limited to one hour, during which any relevant documentation,

testimony and argument may be presented. The sole question to be answered by the arbitrator shall be "Was the Town's assignment of (name) to light duty unreasonable?"

The arbitrator may issue his/her decision immediately upon conclusion of the hearing, but in no event later than 24 hours following the hearing. Unless the arbitrator determines that the Town's assignment to modified duty was unreasonable the employee shall commence such assignment immediately following the arbitrator's decision.

It is not intended that modified duty assignments under this Article shall in any case be permanent assignments, such assignments shall be subject to review no less than semi-annually.

Modified duty assignments shall be consistent with normal departmental operations, and shall be on a Monday-Friday work schedule.

Employees on modified duty shall not be considered to be part of the fire suppression forces.

A modified duty assignment may, by agreement of the Chief and the individual employee, begin prior to the normal forty-five day waiting period.

Benefits accruing to employees by law and contract shall not be diminished by virtue of injured on duty or light duty status.

Employees injured in a non-duty status may volunteer for light duty subject to the Chief's approval.

The Chief will make light duty assignments to minimize public contact and in any event no employee will be held responsible for failure to render emergency assistance when prevented from doing so by the condition necessitating the light duty status.

Light duty assignment shall be consistent with the duties and responsibilities of the Deputy Chiefs and be of an administrative nature.

Light duty shall not include driving of ambulances or fire suppression emergency vehicles.

ARTICLE XXVI- APPLICABILITY OF CIVIL SERVICE LAWS

Nothing contained in this Agreement shall abridge, alter or diminish any rights established by and contained in the Civil Service Laws of Massachusetts as set forth in General Laws, Chapter 31, and amendments thereto which become effective during the existence of this Agreement and which are granted to any individual employee covered by this Agreement, to the Association, and to the Town and its management officials.

Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be subject of grievance or arbitration hereunder, however, in cases where the subject matter of this Agreement is covered by said Civil Service Laws, it is the intent of the parties that both the provisions of this Agreement and those contained in the Civil Service Laws shall be effective, and that either or both of such provision, procedures and methods may be utilized by the party or parties concerned.

ARTICLE XXVII- MANAGEMENT RIGHTS

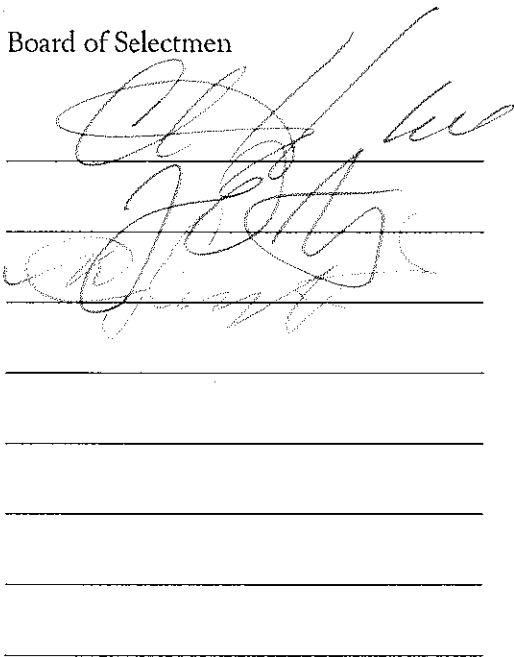
It is agreed that management officials of the Town of Natick and of its Fire Department retain all the rights vested in them by the General Laws of Massachusetts. More particularly, the Fire Chief has

full and absolute authority in the administration of the Fire Department, shall make all rules and regulations for its operation, and has the following rights, including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the Fire Department and to suspend, demote, discharge or take other disciplinary action against employees for just cause or for any other legitimate reason, to maintain the efficiency of the operations entrusted to him, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary and to take whatever action may be necessary to carry out the mission of the Fire Department in situations of emergency. It is acknowledged that these rights are vested exclusively in the Fire Chief, subject only to statutory limitations, so long as the exercise of these rights does not conflict with any term or condition of this Agreement and the General Laws of Massachusetts.

For purposes of this Agreement, the term "Management Officials" includes members of the Natick Board of Selectmen, Fire Chief and anyone duly designated as acting in any of the aforesaid positions.

This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015 and shall remain in full force and effect thereafter until a new collective bargaining agreement is executed by the parties.

Board of Selectmen



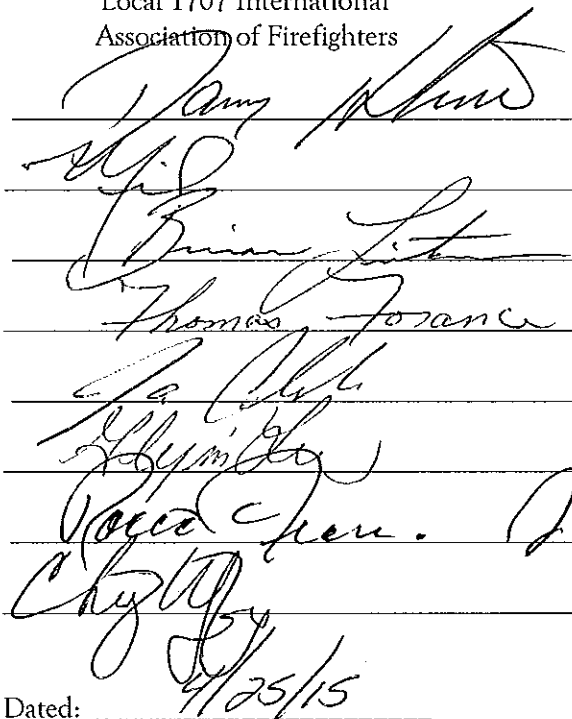
Dated: 4/27/15

Approved as to Form:


Labor Counsel

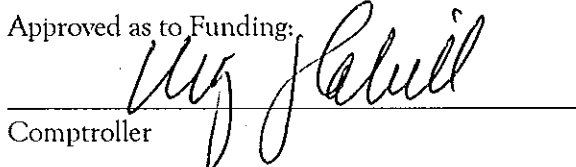
Dated: MAY 13 2015

Local 1707 International
Association of Firefighters



Dated: 4/25/15

Approved as to Funding:


Comptroller

Dated: 5-12-15

For Administration Use:

Union Ratification: 4/17/17

Executive Session: _____

Board of Selectmen: _____

Memorandum of Agreement

Between the Town of Natick,

International Association of Firefighters, Local 1707, and

Deputy Fire Chiefs' Association, Local 1707

1. Three year agreement from July 1, 2015 through June 30, 2018
2. COLA's:
 - a. Effective July 1, 2015 2 % COLA increase across the board
 - b. Effective July 1, 2016 2 % COLA increase across the board
 - c. Effective July 1, 2017 2 % COLA increase across the board
3. Replace "EMT Intermediate" or "EMT-I" in all instances they appear with "EMT-Advanced"
4. EMT stipends: increase by 1.0% effective July 1, 2015
 - a. EMT from 4.0% to 5.0%
 - b. EMT- Advanced from 9.5% to 10.5%
 - c. Paramedic from 13.5% to 14.5%
5. Firefighters'- Article XXIII, Section 1: Add language
 - a. Any individual hired as of July 1, 2015 (including lateral transfers) with EMT, EMT-Advanced or Paramedic certification must retain said certification for the duration of their employment.
6. Assessment Center to be used for all promotions (see attached)
7. Add: Pre-Screening language
 - a. Members with more than five years of service with the Town of Natick Fire Department, will be eligible for one complete body screening, per member. Employees may select to participate every five years thereafter, for said screening. The Town will reimburse said employees for said screening up to the maximum of \$1,500 upon receipt of payment.
8. Educational Reimbursement increase effective July 1, 2017

- a. FY 2018
 - i. Firefighters' - Article XXIX, Section 3: increased to a maximum of 40 hours for \$4,000
 - ii. Deputy Fire Chiefs' - Article XXII, Section 2: increased to a maximum of 50 hours for \$5,835
- b. In-service training increments increased to 18 hours
- c. Water rescue and EMT training increments increased to 16 hours

9. Firefighters' - Amend Article XIII, Section 5:

- a. Delete "Thursday" through "1500 hours" replace with "Friday, consisting of 0700-1600 with a one hour unpaid lunch."
- b. Delete part b

10. Health Insurance:

- a. Delete all but the last sentence, and replace with, "The attached Memorandum of Agreement Between the Town of Natick and All Collective Bargaining Units representing employees employed by the Town of Natick (hereinafter referred to as "the PEC Agreement") stipulates the terms of group health insurance coverage for the period July 1, 2016 through June 30, 2018."
- b. Add a new paragraph to read as follows: "Per paragraph 16 of the PEC Agreement, the terms of said Agreement shall end on June 30, 2018 and none of its terms shall be binding after that date. If the PEC Agreement is not extended or renewed or if the parties cannot reach an alternative agreement, health insurance offered by the Town shall revert to the pre-July 1, 2016 terms and conditions."

11. Longevity increase by 1.0% effective July 1, 2016

- a. 10-14 years from 2% to 3%
- b. 15-19 years from 3% to 4%
- c. 20-24 years from 4% to 5%
- d. 25+ years from 5% to 6% plus \$500.00

12. Clothing Allowance:

- a. Increase annual maintenance stipend by \$100.00 effective July 1, 2017

Assessment Center Language- Natick Fire

PROMOTIONAL PROCESS

Within the parameters approved by the Civil Service Commission and the Human Resources Division (HRD) and testing standards generally accepted for fire promotional exams, the Town of Natick and Local 1707 agree to utilize the Weighted/Graded testing as the method of testing, evaluating, and ranking of candidates for promotion to Lieutenants, Captains, and Deputies. The following procedure shall be the agreed-upon procedure:

- A. The Town and Union agree that the testing material will include materials drawn from the HRD reading list and may, at the discretion of the Town Administrator, include the Fire Department's policies, procedures, rules and regulations or other related management/supervisory material. Applicants participating in the assessment center testing will be given a minimum of six (6) months written notice of the date of the exam and the list of the resources to be used for the written exam. The written exam shall constitute forty percent (40%) of the applicant's final exam score.
- B. The other components of the assessment center testing shall be selected from, but not limited to the following:
 - a. Handling a citizen complaint
 - b. Interview with an underperforming or troubled employee
 - c. Tabletop scenario for incident command
 - d. Event planning
 - e. Participation in a community meeting
 - f. Addressing a media inquiry
 - g. Timed question and answer of common fire events
 - h. In-basket
 - i. Command team meeting
 - j. Take home/overnight written assignment
 - k. Written exam of Natick Fire Department Policy and Procedure Manual

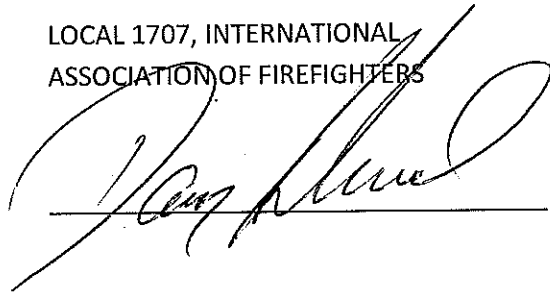
These other components shall constitute forty percent (40%) of an applicant's final score.

- C. Education and experience shall constitute twenty percent (20%) of an applicant's final score. Veterans and service points shall be awarded according to HRD regulations.
- D. The Town and the Union shall both participate in the selection of an assessment center consultant to act as the facilitator of the assessment center process ("the vendor"). The final selection of a vendor rests with the Town Administrator.
- E. The vendor shall use a masking procedure to guarantee candidates are anonymous.
- F. In order to establish a promotional list, the Town shall call for a promotional assessment center every two (2) years. If there is a vacancy in a particular rank and no list exists, or the list is inadequate under Civil Service law, a test may be called sooner than two (2) years, consistent with the six (6) months' notice requirement stated in Section 23.2.
- G. All components of the assessment center, other than the written exam, shall be videotaped. The Town will retain the tapes until the end of the appeal period, at which time they will be made available to the applicants. If applicants do not obtain their tapes within thirty (30) days of the end of the appeal period, the Town shall destroy the tapes.
- H. Employees will be free to participate in any exam offered under this section without any fee.

TOWN OF NATICK
BOARD OF SELECTMEN

Date

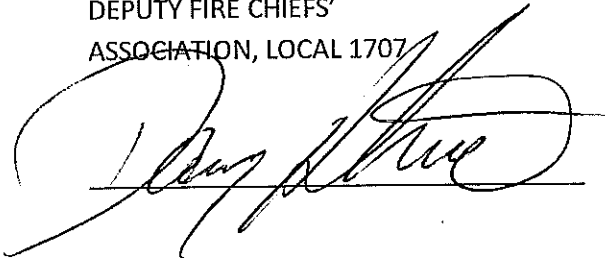
LOCAL 1707, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



Date

4/18/17

DEPUTY FIRE CHIEFS'
ASSOCIATION, LOCAL 1707



Date

4/18/17

Deputy Chiefs Association

Schedule A

July 1, 2012 through June 30, 2013

Fiscal Year 2013

Stand-by Pay from 2.5% to 3% - Add to Base

1.0%

✓x

	Start	1	
Base Salaries	\$3,002	\$3,196	
Annualized (*26wks)	\$78,060	\$83,091	
Education - 30 Credit Hours	\$2,341.80	\$2,492.73	3.0% Base
Education - Associates Degree	\$4,683.60	\$4,985.45	6.0% Base
Education - Bachelors Degree	\$7,025.40	\$7,478.18	9.0% Base
Education - Masters Degree	\$8,586.59	\$9,139.99	11.0% Base
EMT Basic Premium	\$3,122.40	\$3,323.63	4.0% Base
EMT Intermediate Premium	\$7,415.70	\$7,893.63	9.5% Base
EMT Paramedic Premium	\$10,538.09	\$11,217.26	13.5% Base
Longevity 10-14 Years	\$1,561.20	\$1,661.82	2% Base
Longevity 15-19 Years	\$2,341.80	\$2,492.73	3% Base
Longevity 20-24 Years	\$3,122.40	\$3,323.63	4% Base
Longevity 25+ Years-\$500 pd 12/01	\$4,403.00	\$4,654.54	5% Base

July 1, 2013 through June 30, 2014

Fiscal Year 2014

2.5%

	Start	1	
Base Salaries	\$3,077 ✓	\$3,276 ✓	
Annualized (*26wks)	\$80,003	\$85,173	
Education - 30 Credit Hours	\$2,400.10	\$2,555.20	3.0% Base
Education - Associates Degree	\$4,800.20	\$5,110.40	6.0% Base
Education - Bachelors Degree	\$7,200.30	\$7,665.61	9.0% Base
Education - Masters Degree	\$8,800.36	\$9,369.07	11.0% Base
EMT Basic Premium	\$3,200.13	\$3,406.94	4.0% Base
EMT Intermediate Premium	\$7,600.31	\$8,091.47	9.5% Base
EMT Paramedic Premium	\$10,800.45	\$11,498.41	13.5% Base
Longevity 10-14 Years	\$1,600.07	\$1,703.47	2% Base
Longevity 15-19 Years	\$2,400.10	\$2,555.20	3% Base
Longevity 20-24 Years	\$3,200.13	\$3,406.94	4% Base
Longevity 25+ Years-\$500 pd 12/01	\$4,500.17	\$4,758.67	5% Base

July 1, 2014 through June 29, 2015

Fiscal Year 2015

1.0%

	Start	1	
✓ Base Salaries	\$3,108	\$3,309	
Annualized (*26wks)	\$80,802	\$86,028	
Education - 30 Credit Hours	\$2,424.06	\$2,580.83	3.0% Base
Education - Associates Degree	\$4,848.12	\$5,161.67	6.0% Base
Education - Bachelors Degree	\$7,272.18	\$7,742.50	9.0% Base
Education - Masters Degree	\$8,888.22	\$9,463.05	11.0% Base
EMT Basic Premium	\$3,232.08	\$3,441.11	4.0% Base
EMT Intermediate Premium	\$7,676.19	\$8,172.64	9.5% Base
EMT Paramedic Premium	\$10,908.27	\$11,613.75	13.5% Base
Longevity 10-14 Years	\$1,616.04	\$1,720.56	2% Base
Longevity 15-19 Years	\$2,424.06	\$2,580.83	3% Base
Longevity 20-24 Years	\$3,232.08	\$3,441.11	4% Base
Longevity 25+ Years-\$500 pd 12/01	\$4,540.10	\$4,801.39	5% Base

Delet Standby pay
3 x 152

Deputy Chiefs Association

Schedule A

<i>June 30, 2015</i>	<i>Fiscal Year 2015</i>	
<i>One Day Only</i>	<i>0.5%</i>	
	Start	1
Base Salaries	\$312	\$333
Annualized	\$312	\$333
Education - 30 Credit Hours	\$9.37	\$9.98 3.0% Base
Education - Associates Degree	\$18.74	\$19.95 6.0% Base
Education - Bachelors Degree	\$28.11	\$29.93 9.0% Base
Education - Masters Degree	\$34.36	\$36.58 11.0% Base
EMT Basic Premium	\$12.49	\$13.30 4.0% Base
EMT Intermediate Premium	\$29.67	\$31.59 9.5% Base
EMT Paramedic Premium	\$42.17	\$44.89 13.5% Base
Longevity 10-14 Years	\$6.25	\$6.65 2% Base
Longevity 15-19 Years	\$9.37	\$9.98 3% Base
Longevity 20-24 Years	\$12.49	\$13.30 4% Base
Longevity 25+ Years-\$500 pd 12/01	\$15.62	\$16.63 5% Base

Stipends**Deputy Administrative Stipend (Pay Code # 153)****\$3,000.00**

Appendix A

Water Rescue from 1.5% to 2.0% - Add to Base (1.0% COLA)

Compensation Schedule Effective July 1, 2012

Fiscal Year 2013

	Start	Past 6 Mos	Past 1 Yr	Past 18 Mos	Past 2 Yr	Past 3 Yr	Past 4 Yr	Past 5 Yr	
	75.5%	79%	82.5%	86%	89.5%	93%	96.5%	100%	✓x
MH									
H1 <u>Fire Fighter</u>	\$1,655.55	\$1,732.30	\$1,809.04	\$1,885.79	\$1,962.54	\$2,039.29	\$2,116.03	\$2,192.78	
Overtime Rates (Per Hour)	62.083	64.961	67.839	70.717	73.595	76.473	79.351	82.229	
Overtime Rates (Per Min)	1.0347	1.0827	1.1307	1.1786	1.2266	1.2746	1.3225	1.3705	
EMT (4.0% Base)	\$66.22	\$69.29	\$72.36	\$75.43	\$78.50	\$81.57	\$84.64	\$87.71	
EMTI (9.5% Base)	\$157.28	\$164.57	\$171.86	\$179.15	\$186.44	\$193.73	\$201.02	\$208.31	
Paramedic (13.5% Base)	\$223.50	\$233.86	\$244.22	\$254.58	\$264.94	\$275.30	\$285.66	\$296.03	
<i>Water Rescue (2.0% in Base)</i>									
<u>Longevity</u>									
10 - 14 Years (2% Base)								\$43.86	
15 - 19 Years (3% Base)								\$65.78	
20 - 24 Years (4% Base)								\$87.71	
25+Years (5% Base) + \$500.00 - Pd 12/0								\$109.64	
<u>Education</u>									
30 Credit Hours (3% Base)	\$49.67	\$51.97	\$54.27	\$56.57	\$58.88	\$61.18	\$63.48	\$65.78	
Associates Degree (6% Base)	\$99.33	\$103.94	\$108.54	\$113.15	\$117.75	\$122.36	\$126.96	\$131.57	
Bachelors Degree (9% Base)	\$149.00	\$155.91	\$162.81	\$169.72	\$176.63	\$183.54	\$190.44	\$197.35	
Masters Degree (11% Base)	\$182.11	\$190.55	\$198.99	\$207.44	\$215.88	\$224.32	\$232.76	\$241.21	

H2 Senior Man Working Out of Grade

	Start
	\$2,346.29 ✓
Variance	\$153.51
OOG Rate	\$3.65

H3 Lieutenants with four or more years of previous service as a Firefighter

[Plus 14% FF Max]

	Start	Past 1 Yr
	97%	100%
	\$2,424.80	\$2,499.79 ✓
Overtime Rates (Per Hour)	90.930	93.742
Overtime Rates (Per Min)	1.5155	1.5624

EMT (4.0% Base)	\$96.99	\$99.99
EMTI (9.5% Base)	\$230.36	\$237.48
Paramedic (13.5% Base)	\$327.35	\$337.47
<i>Water Rescue (2.0% in Base)</i>		

Longevity

10 - 14 Years (2% Base)	\$48.50	\$50.00
15 - 19 Years (3% Base)	\$72.74	\$74.99
20 - 24 Years (4% Base)	\$96.99	\$99.99
25 + Years (5% Base)	\$121.24	\$124.99
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$72.74	\$74.99
Associates Degree (6% Base)	\$145.49	\$149.99
Bachelors Degree (9% Base)	\$218.23	\$224.98
Masters Degree (11% Base)	\$266.73	\$274.98

H4 Lieutenants with less than four years of previous service as a Firefighter**[Plus 14% FF Max]**

	Start	Past 1 Yr	Past 2 Yr
	94%	97%	100%
	\$2,349.80 ✓	\$2,424.80 ✓	\$2,499.79 ✓
Overtime Rates (Per Hour)	88.118	90.930	93.742
Overtime Rates (Per Min)	1.4686	1.5155	1.5624

EMT (4.0% Base)	\$93.99 ✓	\$96.99	\$99.99
EMTI (9.5% Base)	\$223.23	\$230.36	\$237.48
Paramedic (13.5% Base)	\$317.22	\$327.35	\$337.47
Water Rescue (2.0% in Base)			

Education

30 Credit Hours (3% Base)	\$70.49	\$72.74	\$74.99
Associates Degree (6% Base)	\$140.99	\$145.49	\$149.99
Bachelors Degree (9% Base)	\$211.48	\$218.23	\$224.98
Masters Degree (11% Base)	\$258.48	\$266.73	\$274.98

H6 Captains &**H7 Superintendent of Communications****[Plus 10% Lt Max]**

	Start	Past 1 Yr
	97%	100%
	\$2,667.26 ✓	\$2,749.75 ✓
Overtime Rates (Per Hour)	100.022	103.116
Overtime Rates (Per Min)	1.6670	1.7186

EMT (4.0% Base)	\$106.69	\$109.99
EMTI (9.5% Base)	\$253.39	\$261.23
Paramedic (13.5% Base)	\$360.08	\$371.22
Water Rescue (2.0% in Base)		

Longevity

10 - 14 Years (2% Base)	\$53.35	\$54.99
15 - 19 Years (3% Base)	\$80.02	\$82.49
20 - 24 Years (4% Base)	\$106.69	\$109.99
25 + Years (5% Base)	\$133.36	\$137.49
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$80.02	\$82.49
Associates Degree (6% Base)	\$160.04	\$164.98
Bachelors Degree (9% Base)	\$240.05	\$247.48
Masters Degree (11% Base)	\$293.40	\$302.47

Stipends

Fire Prevention Officer-(Pay Code # 722)	\$3,000.00
Training Officer-(Pay Code # 156)	\$3,000.00
Paramedic Coordinator-(Pay Code # 179)	\$3,000.00

Appendix A

(2.5% COLA)

Compensation Schedule Effective July 1, 2013

Fiscal Year 2014

	Start 75.5%	Past 6 Mos 79%	Past 1 Yr 82.5%	Past 18 Mos 86%	Past 2 Yr 89.5%	Past 3 Yr 93%	Past 4 Yr 96.5%	Past 5 Yr 100%
MH								
H1 <u>Fire Fighter</u>	\$1,696.94	\$1,775.60	\$1,854.27	\$1,932.94	\$2,011.60	\$2,090.27	\$2,168.93	\$2,247.60 ✓
Overtime Rates (Per Hour)	63.635	66.585	69.535	72.485	75.435	78.385	81.335	84.285
Overtime Rates (Per Min)	1.0606	1.1098	1.1589	1.2081	1.2573	1.3064	1.3556	1.4047
EMT (4.0% Base)	\$67.88	\$71.02	\$74.17	\$77.32	\$80.46	\$83.61	\$86.76	\$89.90
EMTI (9.5% Base)	\$161.21	\$168.68	\$176.16	\$183.63	\$191.10	\$198.58	\$206.05	\$213.52
Paramedic (13.5% Base)	\$229.09	\$239.71	\$250.33	\$260.95	\$271.57	\$282.19	\$292.81	\$303.43
<u>Longevity</u>								
10 - 14 Years (2% Base)								\$44.95
15 - 19 Years (3% Base)								\$67.43
20 - 24 Years (4% Base)								\$89.90
25+Years (5% Base)+ \$500.00 - Pd 12/0								\$112.38
<u>Education</u>								
30 Credit Hours (3% Base)	\$50.91	\$53.27	\$55.63	\$57.99	\$60.35	\$62.71	\$65.07	\$67.43
Associates Degree (6% Base) ✓	\$101.82	\$106.54	\$111.26	\$115.98	\$120.70	\$125.42	\$130.14	\$134.86
Bachelors Degree (9% Base) ✓	\$152.72	\$159.80	\$166.88	\$173.96	\$181.04	\$188.12	\$195.20	\$202.28
Masters Degree (11% Base) ✓	\$186.66	\$195.32	\$203.97	\$212.62	\$221.28	\$229.93	\$238.58	\$247.24

H2 Senior Man Working Out of Grade

	Start
	\$2,404.94 ✓
Variance	\$157.34
OOG Rate	\$3.75

H3 Lieutenants with four or more years of previous service as a Firefighter

[Plus 14% FF Max]

	Start 97%	Past 1 Yr 100%
	\$2,485.42 ✓	\$2,562.29 ✓
Overtime Rates (Per Hour)	93.203	96.086
Overtime Rates (Per Min)	1.5534	1.6014
EMT (4.0% Base)	\$99.42	\$102.49
EMTI (9.5% Base)	\$236.11	\$243.42
Paramedic (13.5% Base)	\$335.53	\$345.91
<u>Longevity</u>		
10 - 14 Years (2% Base)	\$49.71	\$51.25
15 - 19 Years (3% Base)	\$74.56	\$76.87
20 - 24 Years (4% Base)	\$99.42	\$102.49
25 + Years (5% Base)	\$124.27	\$128.11
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$74.56	\$76.87
Associates Degree (6% Base)	\$149.13	\$153.74 ✓
Bachelors Degree (9% Base)	\$223.69	\$230.61 ✓
Masters Degree (11% Base)	\$273.40	\$281.85 ✓

Delete water rescue

H4 Lieutenants with less than four years of previous service as a Firefighter**[Plus 14% FF Max]**

	Start	Past 1 Yr	Past 2 Yr
	94%	97%	100%
	\$2,408.55 ✓	\$2,485.42 ✓	\$2,562.29 ✓
Overtime Rates (Per Hour)	90.321	93.203	96.086
Overtime Rates (Per Min)	1.5053	1.5534	1.6014

EMT (4.0% Base)	\$96.34	\$99.42	\$102.49
EMTI (9.5% Base)	\$228.81	\$236.11	\$243.42
Paramedic (13.5% Base)	\$325.15	\$335.53	\$345.91

Education

30 Credit Hours (3% Base)	\$72.26	\$74.56	\$76.87
Associates Degree (6% Base)	\$144.51	\$149.13	\$153.74
Bachelors Degree (9% Base)	\$216.77	\$223.69	\$230.61
Masters Degree (11% Base)	\$264.94	\$273.40	\$281.85

H6 Captains &**H7 Superintendent of Communications****[Plus 10% Lt Max]**

	Start	Past 1 Yr
	97%	100%
	\$2,733.94 ✓	\$2,818.49 ✓
Overtime Rates (Per Hour)	102.523	105.694
Overtime Rates (Per Min)	1.7087	1.7616

EMT (4.0% Base)	\$109.36	\$112.74
EMTI (9.5% Base)	\$259.72	\$267.76
Paramedic (13.5% Base)	\$369.08	\$380.50

Longevity

10 - 14 Years (2% Base)	\$54.68	\$56.37
15 - 19 Years (3% Base)	\$82.02	\$84.55
20 - 24 Years (4% Base)	\$109.36	\$112.74
25 + Years (5% Base)	\$136.70	\$140.92
5% + \$500.00 - Pd 12/01		

Longevity?

Education

30 Credit Hours (3% Base)	\$82.02	\$84.55
Associates Degree (6% Base)	\$164.04	\$169.11
Bachelors Degree (9% Base)	\$246.05	\$253.66
Masters Degree (11% Base)	\$300.73	\$310.03

Stipends

Fire Prevention Officer-(Pay Code # 722)	\$3,000.00
Training Officer-(Pay Code # 156)	\$3,000.00
Paramedic Coordinator-(Pay Code # 179)	\$3,000.00

Appendix A

(1.0% COLA)

Compensation Schedule Effective July 1, 2014 Fiscal Year 2015

	Start	Past 6 Mos	Past 1 Yr	Past 18 Mos	Past 2 Yr	Past 3 Yr	Past 4 Yr	Past 5 Yr	
	75.5%	79%	82.5%	86%	89.5%	93%	96.5%	100%	
H1 Fire Fighter	0	1	2	3	4	5	6	7	✓
Overtime Rates (Per Hour)	\$1,713.91	\$1,793.36	\$1,872.81	\$1,952.27	\$2,031.72	\$2,111.17	\$2,190.62	\$2,270.08	
Overtime Rates (Per Min)	64.272	67.251	70.230	73.210	76.189	79.169	82.148	85.128	
	1.0712	1.1209	1.1705	1.2202	1.2698	1.3195	1.3691	1.4188	

EMT (4.0% Base)	\$68.56	\$71.73	\$74.91	\$78.09	\$81.27	\$84.45	\$87.62	\$90.80
EMTI (9.5% Base)	\$162.82	\$170.37	\$177.92	\$185.47	\$193.01	\$200.56	\$208.11	\$215.66
Paramedic (13.5% Base)	\$231.38	\$242.10	\$252.83	\$263.56	\$274.28	\$285.01	\$295.73	\$306.46

Longevity

10 - 14 Years (2% Base)		\$45.40
15 - 19 Years (3% Base)		\$68.10
20 - 24 Years (4% Base)		\$90.80
25+Years (5% Base) + \$500.00 - Pd 12/0		\$113.50

Education

30 Credit Hours (3% Base)	\$51.42	\$53.80	\$56.18	\$58.57	\$60.95	\$63.34	\$65.72	\$68.10
Associates Degree (6% Base)	\$102.83	\$107.60	\$112.37	\$117.14	\$121.90	\$126.67	\$131.44	\$136.20
Bachelors Degree (9% Base)	\$154.25	\$161.40	\$168.55	\$175.70	\$182.85	\$190.01	\$197.16	\$204.31
Masters Degree (11% Base)	\$188.53	\$197.27	\$206.01	\$214.75	\$223.49	\$232.23	\$240.97	\$249.71

H2 Senior Man Working Out of Grade

Start	\$2,428.99
Variance	\$158.92
OOG Rate	\$3.78

H3 Lieutenants with four or more years of previous service as a Firefighter [Plus 14% FF Max]

	Start	Past 1 Yr
	97%	100%
	\$2,510.27 ✓	\$2,587.91 ✓
Overtime Rates (Per Hour)	94.135	97.047
Overtime Rates (Per Min)	1.5689	1.6174
EMT (4.0% Base)	\$100.41	\$103.52
EMTI (9.5% Base)	\$238.48	\$245.85
Paramedic (13.5% Base)	\$338.89	\$349.37

Longevity

10 - 14 Years (2% Base)	\$50.21	\$51.76
15 - 19 Years (3% Base)	\$75.31	\$77.64
20 - 24 Years (4% Base)	\$100.41	\$103.52
25 + Years (5% Base)	\$125.51	\$129.40
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$75.31	\$77.64
Associates Degree (6% Base)	\$150.62	\$155.27
Bachelors Degree (9% Base)	\$225.92	\$232.91
Masters Degree (11% Base)	\$276.13	\$284.67

H4 Lieutenants with less than four years of previous service as a Firefighter**[Plus 14% FF Max]**

	Start	Past 1 Yr	Past 2 Yr
	94%	97%	100%
	\$2,432.63 ✓	\$2,510.27 ✓	\$2,587.91 ✓
Overtime Rates (Per Hour)	91.224	94.135	97.047
Overtime Rates (Per Min)	1.5204	1.5689	1.6174
EMT (4.0% Base)	\$97.31	\$100.41	\$103.52
EMTI (9.5% Base)	\$231.10	\$238.48	\$245.85
Paramedic (13.5% Base)	\$328.41	\$338.89	\$349.37

Education

30 Credit Hours (3% Base)	\$72.98	\$75.31	\$77.64
Associates Degree (6% Base)	\$145.96	\$150.62	\$155.27
Bachelors Degree (9% Base)	\$218.94	\$225.92	\$232.91
Masters Degree (11% Base)	\$267.59	\$276.13	\$284.67

H6 Captains &**H7 Superintendent of Communications****[Plus 10% Lt Max]**

	Start	Past 1 Yr
	97%	100%
	\$2,761.27	\$2,846.67 ✓
Overtime Rates (Per Hour)	103.548	106.750
Overtime Rates (Per Min)	1.7258	1.7792
EMT (4.0% Base)	\$110.45	\$113.87
EMTI (9.5% Base)	\$262.32	\$270.43
Paramedic (13.5% Base)	\$372.77	\$384.30

Longevity

10 - 14 Years (2% Base)	\$55.23	\$56.93
15 - 19 Years (3% Base)	\$82.84	\$85.40
20 - 24 Years (4% Base)	\$110.45	\$113.87
25 + Years (5% Base)	\$138.06	\$142.33
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$82.84	\$85.40
Associates Degree (6% Base)	\$165.68	\$170.80
Bachelors Degree (9% Base)	\$248.51	\$256.20
Masters Degree (11% Base)	\$303.74	\$313.13

Stipends

Fire Prevention Officer-(Pay Code # 722)	\$3,000.00
Training Officer-(Pay Code # 156)	\$3,000.00
Paramedic Coordinator-(Pay Code # 179)	\$3,000.00

Appendix A

(.5% COLA-ONE DAY 06/30/15)

Compensation Schedule Effective June 30, 2015 (One Day)

Fiscal Year 2015

	Start	Past 6 Mos	Past 1 Yr	Past 18 Mos	Past 2 Yr	Past 3 Yr	Past 4 Yr	Past 5 Yr
	75.5%	79%	82.5%	86%	89.5%	93%	96.5%	100%
MH	0	1	2	3	4	5	6	7
H1 <u>Fire Fighter</u>	\$172.25	\$180.23	\$188.22	\$196.20	\$204.19	\$212.17	\$220.16	\$228.14
Overtime Rates (Per Hour)	6.459	6.759	7.058	7.358	7.657	7.956	8.256	8.555
Overtime Rates (Per Min)	0.1077	0.1126	0.1176	0.1226	0.1276	0.1326	0.1376	0.1426
EMT (4.0% Base)	\$6.89	\$7.21	\$7.53	\$7.85	\$8.17	\$8.49	\$8.81	\$9.13
EMTI (9.5% Base)	\$16.36	\$17.12	\$17.88	\$18.64	\$19.40	\$20.16	\$20.92	\$21.67
Paramedic (13.5% Base)	\$23.25	\$24.33	\$25.41	\$26.49	\$27.57	\$28.64	\$29.72	\$30.80

Longevity

10 - 14 Years (2% Base)	\$4.56
15 - 19 Years (3% Base)	\$6.84
20 - 24 Years (4% Base)	\$9.13
25+ Years (5% Base) + \$500.00 - Pd 12/0	\$11.41

Education

30 Credit Hours (3% Base)	\$5.17	\$5.41	\$5.65	\$5.89	\$6.13	\$6.37	\$6.60	\$6.84
Associates Degree (6% Base)	\$10.33	\$10.81	\$11.29	\$11.77	\$12.25	\$12.73	\$13.21	\$13.69
Bachelors Degree (9% Base)	\$15.50	\$16.22	\$16.94	\$17.66	\$18.38	\$19.10	\$19.81	\$20.53
Masters Degree (11% Base)	\$18.95	\$19.83	\$20.70	\$21.58	\$22.46	\$23.34	\$24.22	\$25.10

H2 Senior Man Working Out of Grade

Start	\$244.11
Variance	\$15.97
OOG Rate	\$0.38

H3 Lieutenants with four or more years of previous service as a Firefighter

[Plus 14% FF Max]	Start	Past 1 Yr
	97%	100%
	\$252.28	\$260.09
Overtime Rates (Per Hour)	9.461	9.753
Overtime Rates (Per Min)	0.1577	0.1626
EMT (4.0% Base)	\$10.09	\$10.40
EMTI (9.5% Base)	\$23.97	\$24.71
Paramedic (13.5% Base)	\$34.06	\$35.11

Longevity

10 - 14 Years (2% Base)	\$5.05	\$5.20
15 - 19 Years (3% Base)	\$7.57	\$7.80
20 - 24 Years (4% Base)	\$10.09	\$10.40
25 + Years (5% Base)	\$12.61	\$13.00
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$7.57	\$7.80
Associates Degree (6% Base)	\$15.14	\$15.61
Bachelors Degree (9% Base)	\$22.71	\$23.41
Masters Degree (11% Base)	\$27.75	\$28.61

H4 Lieutenants with less than four years of previous service as a Firefighter**[Plus 14% FF Max]**

	Start	Past 1 Yr	Past 2 Yr
	94%	97%	100%
	\$244.48	\$252.28	\$260.09
Overtime Rates (Per Hour)	9.168	9.461	9.753
Overtime Rates (Per Min)	0.1528	0.1577	0.1626
EMT (4.0% Base)	\$9.78	\$10.09	\$10.40
EMTI (9.5% Base)	\$23.23	\$23.97	\$24.71
Paramedic (13.5% Base)	\$33.00	\$34.06	\$35.11

Education

30 Credit Hours (3% Base)	\$7.33	\$7.57	\$7.80
Associates Degree (6% Base)	\$14.67	\$15.14	\$15.61
Bachelors Degree (9% Base)	\$22.00	\$22.71	\$23.41
Masters Degree (11% Base)	\$26.89	\$27.75	\$28.61

H6 Captains &**H7 Superintendent of Communications****[Plus 10% Lt Max]**

	Start	Past 1 Yr
	97%	100%
	\$277.51	\$286.09
Overtime Rates (Per Hour)	10.407	10.728
Overtime Rates (Per Min)	0.1734	0.1788
EMT (4.0% Base)	\$11.10	\$11.44
EMTI (9.5% Base)	\$26.36	\$27.18
Paramedic (13.5% Base)	\$37.46	\$38.62

Longevity

10 - 14 Years (2% Base)	\$5.55	\$5.72
15 - 19 Years (3% Base)	\$8.33	\$8.58
20 - 24 Years (4% Base)	\$11.10	\$11.44
25 + Years (5% Base)	\$13.88	\$14.30
5% + \$500.00 - Pd 12/01		

Education

30 Credit Hours (3% Base)	\$8.33	\$8.58
Associates Degree (6% Base)	\$16.65	\$17.17
Bachelors Degree (9% Base)	\$24.98	\$25.75
Masters Degree (11% Base)	\$30.53	\$31.47

Stipends

Fire Prevention Officer-(Pay Code # 722)	\$11.54
Training Officer-(Pay Code # 156)	\$11.54
Paramedic Coordinator-(Pay Code # 179)	\$11.54

AGREEMENT
BETWEEN THE
SCHOOL COMMITTEE AND THE BOARD OF SELECTMEN
OF
THE TOWN OF NATICK, MASSACHUSETTS.
AND
MASSACHUSETTS LABORERS' DISTRICT COUNCIL
ON BEHALF OF
MAINTENANCE AND CUSTODIANS LOCAL #1116
OF THE
LABORERS' INTERNATIONAL UNION, AFL-CIO
COVERING
FACILITY MANAGEMENT EMPLOYEES
IN THE TOWN OF NATICK

JULY 1, 2012 through JUNE 30, 2015

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AGREEMENT

Agreement dated July 1, 2012 through June 30, 2015, between the School Committee and the Board of Selectmen of the Town of Natick, Massachusetts (hereinafter referred to as the employer) and Maintenance and Custodians Local #1116 of the Laborers' International Union, AFL-CIO (hereinafter referred to as the Union):

ARTICLE I - EXCLUSIVE RECOGNITION

Section 1: In recognition of the fact that a majority of the employees in the unit described below have selected the Union as exclusive bargaining representative and that a Certification has been issued to this effect, the Town hereby recognizes the Union as the exclusive bargaining representative of employees in the following unit:

All regular appointed maintenance employees and custodians employed by the Town of Natick, excluding all other Town, School and all other Public Works employees not herein described.

Section 2: Participation in Union

The Town will advise the Union in writing of the name, address and classification of each new employee. The Town recognizes the right of any employee to become a member of the Union and will not discourage, discriminate or in any other way interfere with the right of any employee to become and remain a member of the Union.

Section 3: Nondiscrimination

Neither the Town nor the Union will discriminate against any employee covered by this Agreement or applicant for employment because of age, race, color, creed, sex or national origin.

ARTICLE II - RIGHTS OF MANAGEMENT

Section 1: It is agreed that management officials of the Natick Public Schools retain the right to direct employees, to hire, promote, transfer, assign and retain employees within the school system, to establish their hours of work, and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duties because of lack of work, or for any other legitimate reason, to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted, including subcontracting, if deemed necessary, and to take whatever action may be necessary to carry out the mission of the school department in situations of emergency. The Town has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement. It is acknowledged that these rights are vested exclusively in the Town, so long as the exercise of these rights does not conflict with any term or condition of this Agreement.

Section 2: For purposes of this Agreement, the term Management Officials includes members of the Natick School Committee, Board of Selectmen, Superintendent of Schools, and Town Administrator.

ARTICLE III - UNION ACTIVITIES

Section 1: The Union Steward will conduct union business during non-working hours whenever feasible. The building principal shall be given adequate advance notice by the Union Steward of his/her intent to engage in such business so that the work schedule may be arranged accordingly.

Section 2: There shall be no solicitation of employees for Union membership or dues conducted on school property during working hours, by the Union, its representatives, or by employees.

Section 3: Union meetings are not to be conducted in Town buildings unless prior arrangements are made with the Director of Facility Services, in accordance with established non-school use policies, and no charge therefore will be made.

Section 4: No unauthorized Union activities will be carried on during working hours that will interfere with the normal operations of the Town.

Union members are permitted to attend union meetings on their lunch hour as long as any regularly scheduled work time spent at such a meeting is made up the same day.

There will be no deduction of pay from grievants and/or Union Officers or Stewards when engaged in joint meetings with management during working hours.

Section 5: The Union shall furnish the Facilities Management Board with a written list of its local officers and shop stewards, and shall, as soon as possible, notify them in writing of any changes therein.

Only those Officers and Stewards shall be recognized by the Town for purposes of joint meetings, except that, at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

Section 6: The Union is authorized to use the mail distribution system for distribution to its members of notices of Union meetings, elections and information relating to the Union's social and recreational activities. The Town shall not be responsible for delays in delivery of such material, and this authorization for the Union to use the mail system shall be permitted only so long as no cost for such use is incurred by the Town.

Section 7: No more than two (2) union officers shall be allowed time off with pay for not more than five days every five years to attend the Laborers International Union of North America convention, provided that, within two months of their return, they appear before the School Committee to share information gained that might benefit the Town.

No more than two people may be given up to three days each, per year, to attend work-related seminars run by the LIUNA, with the approval of the employee's supervisor.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to produce a prompt and equitable solution of any grievances at the lowest organizational level as possible. The Town and the Union desire that such procedures shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

Section 2: A grievance is defined as a complaint between the employee and the Town that there has

been a violation, misinterpretation or inequitable application of any or all provisions of this agreement. As used in this article, the term "employee" shall also mean a group of employees having the same grievance.

Section 3: Adjustment of a Grievance - The grievance shall be presented and adjusted in the following manner:

- (a) Informal Procedure - The aggrieved employee will discuss the matter with his/her immediate supervisor*. If the employee so chooses, he/she may request the assistance of his/her representative. If, in the estimation of the employee, the grievance has not been resolved within five (5) days after the presentation under this informal procedure, he/she may then utilize the formal procedure. A verification of the fact, time and date of the informal procedure will be signed by the immediate supervisor and attached to any written submission under Step 1.

*For purposes of this section, immediate supervisor for maintenance employees is the Director of Facility Management and the immediate supervisor for custodians is the building principal and the Director of Facility Management.

- (b) Formal Procedure - Only grievances which had their origin within ten (10) working days of the filing under Step 1 may be processed:

STEP 1 Immediate Supervisor - Using the prescribed form, the employee shall submit the grievance in writing to his/her immediate supervisor. For purposes of this article, the immediate supervisor of a custodian shall be the Principal of the building (or in his/her absence, the Vice Principal) to which the employee is regularly assigned. The immediate supervisor for the maintenance employees will be the Director of Facility Management. For employees who work in more than one building, The Director of Facility Management is the immediate supervisor, but will solicit input from the buildings principal(s) when appropriate.

The written submission shall set forth the nature of the grievance, the article violated, the date of the event complained of, and the remedy sought. The formal grievance must be filed within ten (10) days of the incident and the immediate supervisor must issue a written determination within five (5) working days of receiving the written complaint.

STEP 2 – Director of Facility Management– If the grievance has not been settled at Step 1, the union may submit the written grievance to the Director of Facility Management within five (5) working days of the conclusion of Step 1. The matter will be investigated by the Director or his/her designee who will make a written disposition of the grievance within ten (10) working days from receipt by the Director.

STEP 3 Mediation - If the grievance has not been settled at Step 2, the union may proceed to mediation, facilitated by the Director of Personnel for the Town. Union representatives will meet with the Director of Personnel to explain the issue. The Director of Personnel will then hold informal discussions with all involved parties at all levels, up to and including the Director of Facility Management in an attempt to resolve the situation before continuing with the formal grievance process. If no acceptable resolution can be reached within ten working days of receipt

by the Director of Personnel, the written request for mediation, the grievance may be filed at Step 4.

STEP 4 Superintendent of Schools/Town Administrator - If the grievance has not been settled at the preceding steps, the employee may file it in writing with the Office of the Superintendent of Schools or the Town Administrator within five (5) working days of the conclusion of Step 3. The matter will be investigated by the Superintendent or Town Administrator or his/her designee who will make a written disposition of the grievance within ten (10) working days from its filing with the Office of the Superintendent or the Town Administrator.

Section 4: Arbitration - If a grievance involving the interpretation or application of any provision of this Agreement shall not have been disposed of under Step 4 of the grievance procedure to the satisfaction of the member and the Union, the Union may, not later than ten (10) working days next following the answer under Step 4 initiate arbitration of the grievance under the rules then obtaining of the American Arbitration Association. The arbitration shall proceed under such rules except that the parties may, if they can, mutually designate the Arbitrator.

The Arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Contract. The Arbitrator's award, if within his/her jurisdiction, and consistent with the provisions of this Agreement, shall be final and binding on both parties.

The fees of the American Arbitration Association and of the Arbitrator and the conduct of the hearing shall be shared equally by the parties but each party shall bear its own expenses for the presentation of its case. The parties by mutual agreement may elect to submit more than one grievance to the same arbitrator.

Section 5: Failure of an employee to appeal a grievance to the next step within the time limits specified shall mean that the grievance is settled on the basis of the answer given at the previous step. Failure of the Committee or its agent to answer a grievance in accordance with the time limits specified shall mean that the employee may proceed immediately to the next step.

ARTICLE V - SENIORITY, VACANCIES, LAYOFF AND RECALL

Section 1: Seniority - Seniority means length of continuous employment by the Town of Natick in a position covered by the previous school custodian Agreement or the Town DPW Agreement. An employee will acquire seniority after completing a six-month probationary period, and his/her seniority shall then date from the beginning of this employment. An employee transferred to a position outside the bargaining unit will retain his/her seniority but will not accumulate additional seniority during the period he/she occupies a position outside the unit. A feedback opportunity will be provided for new employees after three months and after six months of employment from their building principal (or Director of Facility Management if assigned to more than one building) and an informal feedback sheet from the head custodians (for custodians only).

Section 2: Vacancies - Vacancies in classifications covered by this Agreement will be posted for five (5) working days. Every effort will be made to fill positions in a timely manner. Employees who desire said position shall so notify the Director of Facility Services within five (5) days.

Lateral transfers shall be limited to one every six months, except when such transfer would result in a change of shift or when waived by the Director of Facility Services. The position shall be filled in a timely manner.

(a) Subject to equality of qualifications, preference shall be given to applicants in accordance with their seniority for the position within their category. The separate categories in this unit are;

1. School Building Custodians (SBC's)
2. Maintenance Personnel
3. Town Building Custodians (TBC's)

(b) If there are no qualified applicants for the position from within the category, the position may be filled by another bargaining unit employee, or by new employees.

(c) For the purpose of this section, "qualified for the position" shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall be made solely by Management and shall be subject to the grievance and arbitration provisions herein. Said determination shall be subject to an arbitrary, capricious or good faith standard.

(d) A current employee, appointed to the promotional positions of Junior Custodian II, Senior Custodian I, Senior Custodian II, Assistant Senior Custodian and Senior Custodian III will be appointed for a one (1) year probationary period. A monthly probation report will be made by the employee's supervisor and a copy shall be furnished to the employee.

If, during the probationary period, the Town removes the employee from such promotional position, for alleged lack of progress in said position, then the employee will be returned to the salary status held prior to the probationary appointment and be placed in an open position.

Employees whose performance during the probationary period is satisfactory will be permanently appointed.

(e) Employees in the Maintenance II category may be promoted to Maintenance III after a minimum of one (1) year of satisfactory performance.

Section 3: Reduction in Force

(a) It is agreed that the bargaining unit consists of two (2) separate categories displayed in descending rank order as shown below:

Custodians

1

Senior Custodian III
Senior Custodian II
Assistant Senior Custodian
Senior Custodian I

Junior Custodian II
Floater
Junior Custodian I

Maintenance

2

Maintenance III
Maintenance Foreman
Maintenance II

- (b) If a reduction in the number of personnel in a given classification within any of the above two (2) categories is required, the most junior employees in that classification shall be subject to layoff. The employee thus affected may "bump" the least senior person in any equal or lower rated classification within the applicable job category provided he/she has the ability to perform the duties of the classification. This "bumping" procedure will continue through the classification of *Junior Custodian I* in the Custodian category and *Maintenance II* in the Maintenance categories. For purposes of "bumping" in descending order within these categories, seniority will be measured by the combined length of service in classifications within said category. Similarly, an employee who has been downgraded or laid off as a result of a reduction in force shall be recalled to his/her former classification in accordance with his/her seniority. Ties in overall category seniority will be broken by length of service in the particular classification in which a reduction in the number of personnel is required.

Before the classifications of *Junior Custodian I* and *Maintenance II* are reached, there will be no "bumping" between categories. In the *Junior Custodian I* or *Maintenance II* classification, a *Junior Custodian I* with more seniority than a *Maintenance II* in the Maintenance categories can "bump" into that classification in those categories provided he/she has the qualification to perform the duties of that classification. Similarly, a *Maintenance II* in the Maintenance category may exercise his/her seniority by "bumping" into the *Junior Custodian I* classification provided he/she has the qualification to perform the duties of the classification. "Qualification to perform the duties of that classification" shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall mean having sufficient experience or training to be able to perform the duties of the position. The determination of qualifications for the position shall be made solely by Management and shall be subject to the grievance and arbitration provisions herein. There will be no upward "bumping" within the categories.

Section 4: Continuity of Service - For purposes of this Article, the length of service of any employee shall be broken and no prior period or periods of employment with the Town shall be counted if such employee:

- (a) Quits his/her employment; or
- (b) is discharged for cause; or
- (c) is absent from work for three (3) or more consecutive working days without reasonable cause, and fails promptly to respond to a notice to report for work at the time specified by the Town; or
- (d) is laid off and not recalled for work for within twelve (12) months of the layoff.

If an employee shall be unable to work because of sickness or bodily injury and shall present to the Town satisfactory proof of the facts to that effect, then his/her length of continuous service shall not be broken but the excess of his/her period of absence over six (6) months shall not be included as a part of the length of service; provided, however, that an employee who shall be injured while on duty shall accumulate credit for continuous service until the termination of the period for which Workers's Compensation shall be payable to him/her.

Section 5: In the event of a prolonged absence from his/her position because of illness or disability, the employee's job will be held open according to the provisions of Massachusetts General Laws,

Chapter 149, Section 105D (up to eight weeks after three months of employment) and the Family Medical Leave Act (FMLA) (up to twelve weeks after twelve months of employment) up to the limitation of his/her accumulated sick leave or twelve (12) calendar months, whichever comes first. At that time, the employee will be placed on the status of "Forced Leave of Absence." When the employee is declared fit to return to work, he/she will be assigned to the first available opening and after 30 days will be granted the seniority that he/she had accumulated in his/her previous classification.

Section 6: Seniority List - When requested by the Union, the Town shall furnish to the Union, annually during the month of October, a list showing the length of service and the accumulation of sick leave of each employee covered by this Agreement.

ARTICLE VI - EXTRAORDINARY TRANSFERS

Section 1: Employees may request a transfer either in a so-called lateral manner to any position within the bargaining unit (*e.g. from a particular classification in one school to the same or similar classification in another school*) or a transfer to any lower-rated position within the bargaining unit for extraordinary reasons only (such as personal physical handicap or serious illness in their immediate family), and subject to the conditions set forth in succeeding sections of this article.

Section 2: Requirements - All requests for a transfer described above in *Section 1* shall be in writing and forwarded by the employee to the Director of Facility Services and to the Union. This written request shall contain the specific reason therefore. The employee shall furnish all supporting medical reports requested by the Director Fiscal and Management Services and, if requested by the Director of Facility Services, the employee or member of his/her immediate family who is claimed to be seriously ill, shall submit to a physical examination by a physician selected and paid for by the Town.

Section 3: Eligibility - In order to qualify for consideration for an extraordinary transfer pursuant to this Article, an employee must have worked in the position from which he/she seeks to be transferred for at least a period of twelve (12) consecutive months immediately preceding the transfer request. If an employee is transferred pursuant to this Article, he/she shall be ineligible to apply or be considered for any other such extraordinary transfer until he/she has worked at least two (2) consecutive years in the position into which he/she was transferred.

Section 4: Evaluation of Requests - Upon receipt of a request for an extraordinary transfer pursuant to this Article, the Director of Facility Services, together with any other management, administrative official, or Union official, shall evaluate the request in light of the operational requirements of the Town, giving due consideration to the needs expressed by the employee concerned. If it is determined by the Director of Facility Services that the requested transfer will be for the mutual benefit of the Town and the employee, it will be effectuated at the earliest possible time. If, however, it is concluded no such mutual benefit will be derived from the requested transfer, then the transfer will be denied. The employee involved will be informed of the decision on his/her request as soon as possible after it is received. No extraordinary transfers will be made, except into available vacant positions.

ARTICLE VII – COMPENSATION

Section 1: Salary Schedule : The salary schedule will provide a 1% across the board increase effective July 1, 2012. The salary schedule will provide a 2% across the board increase effective July 1, 2013 and a 2% across the board increase effective July 1, 2014 (See attached salary scale)

Note: Rodney Spinazola and Jeff Carter will receive the same cost of living raises as other Association members (1%, 2%, 2%) even though the resulting pay exceeds Grade 8 above.

Effective on July 1, 2010, the position of Working Foreman for the Maintenance Department will be added to the salary schedule, to be paid 4% above Maintenance III. The position will be created as of the date of School Committee ratification (November 15, 2010), and the successful applicant will receive the stipend as of their official starting date in the position.

All members of the bargaining unit shall go to bi- weekly pay and a direct deposit system effective January 1, 2013. Time clocks are to be implemented where required.

NOTE: Senior Custodian I TBC's who are at top step as of 6/30/12 will be paid at their then current hourly rate until a new rate is negotiated by the parties as part of a successor agreement.

Section 2: Classification

Junior Custodian II	Assistant custodians and floater at all schools except Johnson.
Junior Custodian I	All other assistant custodians including Truck Driver
Senior Custodian I	Head custodian of two, three or four person schools and Town Building Custodians
Senior Custodian II	Head Custodian at Wilson Middle School
Senior Custodian III	Head custodian at the High School effective July 1, 2012 shall be paid \$1.00 more per hour.
Assistant Senior Custodian	Assistant to Head Custodian - High School; Night working supervisor, High School
Maintenance II	Semi-skilled
Maintenance Foreman	Semi-skilled supervisor
Maintenance III	Senior skilled

- (a) The parties have agreed to the placement of individual employees on this schedule.
- (b) Any new employees, in order to be eligible for an increment on July 1, will not be considered until they have worked at least six (6) months from the date of appointment, however, a new employee hired between January 1 and March 30 of any school year may be eligible to receive a July 1 step increase if approved by the building administrator and

the Director of Facility Management.

- (c) When an employee is promoted, he/she shall enter the new position at the same step as held in his/her present position. He/she may receive an additional one step increase at the time if the Director of Facility Services and the Director of Human Resources feel that qualifications, performance, and added responsibility warrant, and the Town approves. If an employee should be transferred to a lower-rated job, he/she shall enter it at his/her own rate or at the maximum of the job, whichever is lower. "Maximum of the job" is considered Step 7. If Step 7 is lower, the employee will be placed at that level but at the step consistent with the years of service in the extended pay plan. Any employee transferred to a lower-rated position, who has been employed by the Town less than five (5) years, shall enter the lower-rated position at the same step level that he/she held at the time of his/her transfer.

Section 3: Increments - It is mutually agreed that increments are not considered to be automatic; they be granted annually in the discretion of, and by vote of, the School Committee to those who meet the requirements of the Town as recommended by the Director of Facility Services. In the event an increment is withheld under this section, the employee will be provided with the reason therefor, in writing if requested

Section 4: Overtime - Excluding Building Checks

- (a) Regular full-time employees covered by this Agreement shall be paid time-and-one-half their regular rate for all time worked in excess of eight (8) hours in any one day or forty (40) hours in any week. Overtime will be paid in the pay period after the time is worked. Hours compensated for under the sick pay provision shall be counted as hours worked for purposes of computing overtime pay under this provision. No overtime shall be performed by any employee covered by this Agreement unless prior approval is obtained from the Director of Facility Services or his/her substitute, except in extreme emergencies that endanger Town property.
- (b) In House Overtime: Consistent with the efficient and economical operation of the system, overtime will be divided as equitably as possible over a reasonable period of time among members of the custodial and maintenance crews who are normally assigned to the building and regularly and routinely doing the work in question or who, in the opinion of the Director of Facility Services, are qualified to perform emergency work. In determining "equitable distribution," consideration will be given for any instance where overtime opportunities are offered but the work assignment is declined and the reason accepted. Consideration will also be given to other employees at later dates who have been denied specific overtime opportunities on the basis of "lack of qualifications."
- (c) Overtime rates, as described above, will apply to those hours worked between the end of the employee's regular workday and 12:00 midnight. Any time worked after 12:00 midnight to the beginning of the employee's regular starting time or 7:00 a.m., whichever comes first, will be paid double time.

Notwithstanding the above, the head custodian in each building may use his/her discretion and decide to report to work up to two hours before his/her regular starting time to clear snow. If the head custodian determines that he/she needs additional assistance, he/she may call the Director of Facility Management and ask for his/her approval to bring in additional help. All

such early morning snow clearing performed within two hours of the start of an employee's regular shift will be paid at the rate of time and one half.

Every effort will be made to conclude evening events prior to the end of the custodian's regular quitting time. Time worked after the conclusion of the regular shift will be paid in full hour increments.

- (d) **Systemwide Overtime:** Opportunity for overtime shall first be made to custodians regularly assigned to the building in which the work will be performed. If refused, it shall be offered from a combined custodial/maintenance list, by seniority. If someone is not qualified for a particular opportunity, he/she will not be charged for such opportunity.

Section 5: Building Check Pay- the Senior Custodian or his designee may work (8) hours of Saturday overtime once a month on a predetermined project.

Section 6: Call Back Pay - Whenever an employee covered by this Agreement is called back to school for an emergency, after having completed his/her regular shift, he/she shall receive pay at time and one-half for hours worked and will be guaranteed a minimum of three (3) hours work at said rate. Employees called back to work after 12:00 midnight will be paid double time and will be guaranteed a minimum of three (3) hours work at said rate. There will be a guaranteed minimum of three (3) hours at time and one half for employees who are called in on Sundays and holidays.

Section 7: Health Insurance - Employees will be covered by the Town Health Insurance Policy on the same basis as town employees.

Employees will transition to "rate-saver" plans, effective January 1, 2011.

Effective as of the signing of this agreement, all new enrollees are at 75%/25%.

- FY 13 contribution rates remain the same as last year.
- FY 14 moves to 77.5% Town/22.5% Employee for family plans, and Individual plans move to 82.5% Town/17.5% Employee.
- FY15 both plan move to 75% Town/25% Employee.
- Safety Nets to remain in place for the duration of this contract.

Effective January 1, 2011, the Committee will establish a **Health Reimbursement Account** which will allow employees to submit claims for reimbursement for eligible medical expenses once a threshold has been reached.

Effective January 1, 2011, the Town will establish an "**Excess Pool**" of \$100,000 that employees may access for reimbursement for eligible medical expenses incurred once they have reached the HRA cap. The fund will be distributed on a proportional basis.

Effective January 1, 2011, the Town will provide a "**Stop Loss**" policy that will cover all employees enrolled in a Town health care plan. This policy will cover all medical expenses in excess of \$2,000 for those covered by individual plans and \$4,000 for those covered by family plans.

Effective January 1, 2011, the Town will establish an **opt-out incentive** for current employees.

The Town will pay the **Flexible Spending Account** administrative fee for all members to encourage them to take advantage of this pre-tax savings opportunity.

For further information, see **Appendix A**.

Section 8: Life Insurance - Each employee will be covered by a term life insurance policy in the amount of \$5,000. The net premium of said policy shall be shared equally between the town and the employee. In the event the town life insurance policy is changed to provide additional coverage, the benefits thereunder will be made available to the employees covered by this Agreement.

Section 9: Jury Duty

- (a) Any regular full-time employee covered by this Agreement shall be paid the difference by a subpoena to be a witness in any court proceeding. Such differential to be paid for between his/her regular hourly rate and his/her jury pay or witness fee when required the actual hours involved.
- (a) Jury duty pay hereunder shall be paid only when an employee, claiming such payments, submits a certification of attendance as a juror by the applicable Clerk of Court to the Director Fiscal and Management Services. To be entitled to witness fee pay hereunder, an employee must present the subpoena to the Director Fiscal and Management Services.

Section 10: Shift Differentials

An employee regularly assigned to a shift that begins between 10:00 a.m. and 1:59 p.m. will receive a shift differential of \$20/week during school and non-school weeks. An employee regularly assigned to a shift that begins between 2:00 p.m. and 6 a.m. will receive a shift differential of \$30/week during school and non-school weeks.

Section 11: Employees Working in a Higher Classification

After three (3) consecutive days, employees working in a higher grade will be compensated at the higher rate regardless of the reason for the absence.

Section 12: Longevity

After working the following number of years as a member of the bargaining unit, each member shall be entitled to the following lump-sum "longevity" payment. Such payment shall be made annually in the first pay period in December, provided the employee has completed the appropriate years of service by the previous November 1.

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAYMENT</u>
10 years	\$400
15 years	\$800
20 years	\$1200
25 years	\$1600 (in FY 15 becomes \$2000)

Longevity payments will be paid in October.

Section 13: Agency Fee

- a. Effective on the date of ratification of this Agreement, by both the Union and the Town, all persons who are members of the Union will either remain members as to the payment of union dues or be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and G.L. 150E s.12. Such agency fee is agreed to be 90% of union dues as established by Local #1116.
- b. Persons who are not members of the Union on the date of ratification of this Agreement by both parties will be "grandfathered" and will not be subject to an agency service fee except as set forth in (c) and (d) below.
- c. If a "grandfathered" member of the unit subsequently joins the Union, he/she shall remain either a member of the Union, or be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and to the provisions of G.L. 150E s.12.
- d. Employees hired after the effective date of ratification of this agreement by both parties shall be subject to an agency service fee as a condition of employment, pursuant to the provisions of this contract and the provisions of G.L. 150E s.12 on or after the 30th day following the beginning of such employment.

Section 14: Permit Work

If an employee is hired to work overtime on school property for a non-school event he/she will be paid a minimum of two hours at his/her overtime rate. If such an event is cancelled within twenty-four (24) hours of its scheduled starting time, that employee will be paid for two (2) hours, unless the event is cancelled due to circumstances beyond the contractor's control or cancelled twenty-four (24) or more hours in advance.

Section 15: Summer Hours

- Effective July 1, 2012 half day Fridays for summer as well as Christmas, February and April school vacation weeks; during these times unit members will work 40 hours in 4 ½ days.
- All buildings to be staffed by a minimum of one custodian during normal operating hours of each building and each building will establish either a rotation basis for coverage, or early Friday release, and/or late Monday arrival.

Section 16: Snow Days

In the event that all school buildings and Town Hall are closed due to inclement weather and employees of those buildings are given the day off with pay, school building custodians and maintenance employees who work on such a day will be paid at time and one-half. It will be the responsibility of the Head Custodian in each building to notify all second and third shift custodial staff on any day when school is cancelled due to inclement weather. It is expected that all second and third shift staff will make every effort to report to work by 8:00 a.m., however, the employer recognizes that, due to extenuating circumstances, additional travel time may be necessary. Therefore, all second and third shift custodial staff will be permitted a reasonable period of time, until 9:00 a.m., to report to work. This section does not apply to Town Building Custodians.

Section 17: Pension Fund

Effective July 1, 2006, the School Committee will contribute an additional \$.15/hr to the Laborers' International Union of North America National (Industrial) Pension Fund. This will bring the total hourly contribution to \$.70/hr. TCB's contribution will be \$.71/hr.

The School Committee's participation in this pension fund shall be subject to the enactment of a mutually agreeable participation agreement between the Town of Natick and the Local Laborers' Union 1116. Said agreement shall indemnify the Town of Natick and shall be severable without bargaining if the Town's contribution to said fund is found to violate any federal or state law.

Section 18: Performance Evaluation

As agreed upon all unit members will be provided an annual performance evaluation.

ARTICLE VIII - SICK LEAVE

Section 1: Regular full-time SBCs covered by this Agreement as of May 1, 2012 and TCBs hired before July 1, 1996 will accrue sick leave at the rate of one and one quarter (1¼) days for each month of service, not to exceed fifteen (15) days in any year. Any unit member hired after 9/1/2012 will accrue sick leave at the rate of (1) one day per month, not to exceed (12) twelve days in any year, they may accrue no more than a maximum of 120 days. TCBs hired after July 1, 1996 and SBCs hired after May 1, 2012 will accrue sick leave at the rate of one (1) day per month for each month of service, not to exceed twelve (12) days in any year. TCBs hired after July 1, 1996 shall accumulate sick leave days to a maximum of one-hundred twenty days. A day's leave for purposes covered by the Family and Medical Leave Act will be deemed and recorded as a day taken under the Family and Medical Leave Act. SBCs' sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated without limitation. Employees hired before the 15th of the month will accrue sick time for that month. Employees hired on or after the 15th of the month will not begin accruing time until the following month. If an employee is out sick (using their own sick time) and remains on paid status, they will continue to accrue paid sick days. If an employee receives days from the sick leave bank, or is on unpaid status for more than 10 work days in a month, they will not receive that month's accrual. An employee who is out on Worker's Compensation will continue to accrue paid sick days for a maximum of six months.

Section 2: Sick leave hereunder may not be used until after completion of three (3) months of continuous employment. Sick leave shall be granted for absence by illness or by injury or exposure to contagious disease, or by the serious illness of a member of the employee's immediate family. "The immediate family" shall include spouse, parents, parents of spouse, children, brother or sister. In case of requests for sick leave due to the serious illness of a member of the employee's immediate family which requires an employee's absence for periods in excess of three (3) consecutive working days, the Town may require evidence of the necessity for such absence in the form of a physician's certificate, as a condition precedent to approval of such request.

Section 3: Requests for sick leave shall be subject to the approval of the Director of Facility Services. The Administration may request substantiation for a request for sick leave when there is a doubt as to the validity of the request. The denial of paid sick leave shall be subject to the grievance and arbitration provisions of this Agreement.

A doctor's certificate may be required for personal illness of six (6) or more consecutive working days or a sick leave day taken in conjunction with a holiday or a day taken on the workday immediately preceding or following a vacation day. It must be presented to the Director of Facilities Management office before the employee returns to duty.

At any time, the Director of Facilities Management may request an employee, who, on the basis of evidence, has established a pattern of absences that appears to indicate health problems, to verify, by a doctor's certificate, the listing of absence as a charge against sick leave. The cost of obtaining the certificate shall be at the Town's expense.

Section 4: At any time, the Director of Facilities Management may require any employee to be examined (at employer expense) by a medical authority of the Town's choosing, if in the judgment of the Town and the Director of Facilities Management, that employee appears to be physically or mentally incompetent to perform his/her duties. The employee shall select a physician or other medical authority. These two authorities shall then select a third medical authority who shall be a recognized specialist in the area in which the employee is alleged to be deficient. The findings of the medical panel shall be submitted to the Director of Facilities Management.

The employee must cooperate with the three (3) doctors involved and appear for a medical examination at the time and place designated.

The examination and findings of the medical panel, unless otherwise mutually extended by both parties, shall be completed within thirty (30) working days of the original decision of the Director of Facilities Management requesting the examination.

Section 5: Employees who are on Worker's Compensation may, upon request, charge the difference between their compensation payments and their regular weekly salary against accumulated sick leave in accordance with the provisions of the Massachusetts General Laws Chapter 152, Section 69. 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. As a condition for said benefits, the employee shall enter into a written agreement with the Town wherein he/she agrees to reimburse the Town for that portion of such payments as would be required by law in the event he/she receives Workmen's Compensation benefits for said period.

Section 6: Sick Leave Bank

- a. A sick leave bank is herein provided for use by qualified members as defined below whose sick leave accumulation is exhausted through prolonged illness or accident.
- b. The bank will be funded by the contribution of one day by each member of the bargaining unit from his/her annual days of sick leave. New bargaining unit members will be required to contribute one (1) day to the sick leave bank after ninety (90) calendar days of service. Days will be carried from year to year. If the sick leave bank is exhausted during the term of this Agreement, it shall be renewed by the contribution of one (1) additional sick leave day by each member of the unit employed for more than ninety (90) calendar days, covered by this Agreement from his/her annual days of sick leave.

- c. Individuals shall not qualify for consideration of extended illness within the framework of the sick leave bank unless they have completed their probationary period.

Members of the unit shall not be required to contribute to the sick leave bank until they have worked the number of days required as set forth above.

- d. Grants from the sick leave bank shall only be available after the infirmed employee has exhausted his/her entire personal sick leave, both annual and accumulated.
- e. No days may be withdrawn from the sick leave bank for use for any other illness other than prolonged illness or accident of the member of the unit. Days may not be withdrawn to permit an individual to stay at home to care for a member of his/her family.
- f. The sick leave bank shall be administered by a Sick Leave Bank Committee comprised of two (2) members designated by the Association and two (2) members designated by the Committee. The Sick Leave Bank Committee shall determine the eligibility for members requesting leave from the bank and the amount of leave to be granted.

The following criteria shall be used by the Sick Leave Bank Committee in determining eligibility:

1. The initial grant shall not exceed fifteen (15) days;
2. The Committee shall consider;
 - (a) adequate medical evidence of serious illness;
 - (b) prior utilization of all eligible sick leave;
 - (c) propriety in the use of sick leave;
 - (d) length of service in the Natick School System.

The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal.

- g. Upon completion of the initial grant, additional entitlement may be extended by the Sick Leave Bank Committee in its discretion upon the demonstration of need by the applicant. The Committee may require further medical substantiation of serious illness if there is a doubt as to the validity of the request for additional entitlement.
- h. Any sick leave granted under this Section shall expire at the end of the applicable contract year for the individual involved.
- i. Members of the bargaining unit may contribute up to ten (10) sick leave days to the Sick Leave Bank on retirement.
- j. It is agreed that all full-time Cafeteria Workers will be allowed to participate in the Custodians and Maintenance Sick Leave Bank, and the Sick Leave Buyback program, however, employees who transfer into the Custodian and Maintenance unit from the Cafeteria Employees' unit will be required to contribute a sick day upon completion of 90 days of service.

Section 7: Sick Leave Buyback

Those employees who expect to retire within the next five (5) years from the signing of this agreement will be allowed to elect in writing to the Director of Personnel within ten (10) days of signing of said agreement the option of (a) being grandfathered (taking the sick leave buyback and receiving the current longevity payment of \$500 for employees of 15 years or more or \$800 for employees of 25 years or more), or (b) receiving the new longevity payments outlined herein.

ARTICLE IX – HOLIDAYS

Section 1:

- a. Regular full-time employees will be granted the following holidays with pay, provided the employee has worked on his/her last scheduled day prior to the holiday and his/her first scheduled day after the holiday, unless sick leave shall have been granted for either of such days:

New Year's Day

Washington's Birthday

Patriot's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving*

Christmas Day

For purposes of this Agreement, the holidays specified above shall be observed on whatever calendar day they are observed in Massachusetts.

If an employee is terminated during, or at the end of, his/her probationary period, holiday pay earned during his/her first 90 calendar days will be deducted from his/her final paycheck.

- b. In addition to the above, all regular full-time employees will receive four (4) hours off, with pay, immediately preceding the New Year's*, Independence Day*, Thanksgiving Day* and Christmas* holidays or the day they are observed so long as the Director Fiscal and Management Services determines that the Committee's custodial requirement will so permit.
- * Holidays will not be granted to the TBC's due to the fact that Town buildings are open on those days.

- c. Personal Days – effective July 1, 2012 one personal day is added for a total of two days.

ARTICLE X – VACATIONS

Section 1:

- a. Regular full-time custodians and maintenance employees, covered by this Agreement, shall receive two (2) weeks vacation after one (1) year of continuous service, three (3) weeks vacation after five (5) years of continuous service, four (4) weeks vacation after ten (10) years of continuous service and five (5 weeks) vacation after twenty (20) years of continuous service.
- b. Employees with less than one (1) year of continuous service as of July 1, who have completed 90 calendar days of service, will be entitled to a vacation of one (1) day per month of service, up to a maximum of nine (9) days. Employees hired before the 15th of the month will accrue vacation time for that month. Employees hired on or after the 15th of the month will not begin accruing time until the following month.

- c. Vacation time is earned in the year proceeding that in which it may be taken. The vacation year shall begin on July 1 and end on June 30. For employees with less than one (1) year of continuous service, the maximum of nine (9) days earned from July through June may not be taken until after the July 1st of the next fiscal year. For employees with eligibility for two (2), three (3), four (4) or five (5) weeks of vacation, such vacation may not be taken until after the July 1 of the fiscal year that follows the year in which the vacation time was earned. Employees may carry over up to one week's vacation into the following year, provided that his/her vacation allowance on any July 1 is no more than five (5) days more than the number of days to which s/he is entitled under Section 1.
- d. Employees whose anniversary dates of hire make them eligible for a change from two (2) weeks to three (3) weeks vacation, three (3) weeks to four (4) weeks vacation and four (4) weeks to five (5) weeks vacation shall have their vacation in the year of transition computed as follows:
 - 1. A pro-rata computation of the additional vacation week will be made on the basis of the portion of the year from the employee's anniversary date to the following July 1. During the transition year, the employee will be entitled to vacation based on his/her prior eligibility, plus this pro-rata amount which must be taken between the anniversary date and the following July 1.
 - 2. In subsequent years, the employee's vacation eligibility will be computed on a July 1 through June 30 basis until the next transition year is reached, and the procedure in (1) above will be applied.

Section 2: Vacations shall be scheduled by and at the convenience of the Town which, whenever possible, will endeavor to grant the employee's request. Whenever possible, the employee will request vacation time at least 48 hours in advance of the day to be taken. In no event should a vacation day be taken without supervisor's approval.

Section 3: Computation of vacation time due at time of retirement or resignation:

- a. The employee will be entitled to any vacation time for which he/she has eligibility as of the July 1 of the fiscal year in which such resignation or retirement takes place, less any vacation time taken after the above noted July 1.
- b. In addition, the employee will be also entitled to pro-rata amount of vacation earned in the year during which the retirement or resignation takes place. This pro-rata amount will be based on the amount of time from the prior July 1 through the date of retirement or resignation.
- c. When an employee resigns or retires during a transition year, he/she will additionally be entitled to a pro-rata amount of the additional vacation week based on the portion of the year between his/her anniversary date and the date of retirement or resignation.

Section 4: The Town agrees to provide one (1) paid personal day each July 1 for all SBCs who

have completed 90 calendar days of service. The Town will provide four personal days for TBCs. Personal leave must be approved by the employee's immediate supervisor (as defined in *ARTICLE IV, Section 3*), and requests therefor must be received by him/her in sufficient time to be acted upon at least 72 hours before the time when such leave is to begin, except in cases of an emergency.

In addition, all employees covered by this agreement shall be entitled to earn one Sick Avoidance Earned (SAVE) day for every four (4) months in which no sick leave is taken. Earned SAVE days must be used within the following four (4) months. Employees are eligible to begin earning such days as of their date of hire. One unused SAVE personal day earned in the last third before the end of the fiscal year, June 30, may be carried over and used in the next third.

Should an employee not use any sick days during the fiscal year (July 1- June 30) he/she will be eligible for one additional SAVE day to be used in the following fiscal year.

ARTICLE XI - MISCELLANEOUS

Section 1: Coffee Breaks - There shall be one twenty (20) minute coffee break each day, to be taken in the building where the employee is working, for all employees covered by this Agreement.

Section 2: Bereavement - A regular full-time employee covered by this Agreement shall be allowed time off without loss of pay for all scheduled work days falling within the five (5) working days next following the date of a death in his/her immediate family. The immediate family is defined as parents, spouse, children, brothers and sisters of the employee, parents of spouse, grandchildren and any other relatives residing in the employee's household..

- a. Up to one full day of paid leave will be allowed for the funeral of a brother-in-law or sister-in-law.
- b. The employee shall be allowed up to one full day of paid leave for the funeral of the employee's aunt, uncle, niece, nephew or grandparent.

Section 3: Military Leave

- a. Any employee covered by this Agreement who is a member of a state or national reserve component of the Armed Forces shall be entitled to a maximum of seventeen (17) days military leave to serve with said component during a school year so long as the employee furnishes to the Town evidence that he/she is required to perform such duty during the school year.
- b. The Town shall pay to an employee on military leave an amount equal to the difference between his/her state or national reserve pay and his/her regular school salary in the event such state or national reserve pay is less than his/her regular school salary.

Section 4: Residency Requirement - Employees may reside in a town of their choice provided that this does not affect the performance of their duties.

Section 5: Hours of Work - The normal hours of work for custodians will remain in effect for the terms of the Agreement except as set forth below:

School Building Custodians: The Director of Facility Management may revise the starting hours for the second person and/or third person in a two-person or larger school to commence later than 10:30 a.m. provided that any employee so assigned shall be paid the afternoon to evening shift differential in accordance with *ARTICLE VII, Section 10* of this Agreement. The Director of Facility Management may institute an 11:00 p.m. to 7:00 a.m. shift in the Kennedy, Wilson, High, Memorial and Bennett-Hemenway Schools. No one employed in the bargaining unit as of January 1, 1990, will be involuntarily assigned to such a shift. Any vacancies created by voluntary or involuntary assignments to an 11:00 p.m. to 7:00 a.m. shift shall be filled by management after having consulted with the Union on the matter. In the event of a vacancy in any position in a three-person or larger school, the Director of Facility Management may change the hours for a different shift, but such hours will be posted when the position is put up for bid.

The TCB assigned to the Morse Institute Library will have a Sunday through Thursday workweek. This person is responsible for building checks and preventive maintenance actions on Sundays. The TCB assigned to the Community Senior Center will work a Tuesday through Saturday schedule and is responsible for building checks and preventive maintenance actions on Saturday.

Section 6: Dues Deduction - The Town agrees that, in accordance with the provisions of Chapter 180, Section 17A, it will deduct membership dues from the wages of any employee in the unit who has voluntarily submitted a written authorization.

The Town shall be under no obligation to make any such deduction as aforesaid after the termination of the term of this Agreement, and provided that the Town may cease making such deduction at any time upon behalf of an employee upon timely receipt by the Director of Facilities Management of a revocation of the authorization from the employee.

Section 7: Dues Authorization - Union dues shall be deducted monthly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues deducted shall be made to the Treasurer of Local #1116 on a monthly basis. The Town agrees to provide with each monthly transmission of dues, a list of names of all those members of Maintenance and Custodians - Local #1116 who had dues deducted over the past month.

The Town will incur no liability for loss of dues monies after depositing same, properly addressed as directed to the Union in the United States mail.

The Union shall indemnify and save the Town of Natick harmless against all claims, demands, suits, or other forms of liability that may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

Section 8: Transfer from Food Service Bargaining Unit Employees who transfer into the Maintenance and Custodian's bargaining unit from the Cafeteria Employee's unit will serve a six month probationary period for the purpose of performance assessment. Such employees will not be subject to contract language restricting paid holiday, sick and personal leave during their first ninety (90) days. Longevity and vacation eligibility will begin on the first day of full time service (30 hours/week for cafeteria) within the Natick Public Schools. Such employees will also contribute one sick day to the sick leave bank after their first 90 days of service.

ARTICLE XII - MATERNITY LEAVE

Section 1: The Director of Facilities Management will be notified of an employee's pregnancy in writing no later than the beginning of the seventh (7th) month of pregnancy.

Section 2: Upon receipt of at least two (2) weeks' written notice of the employee's anticipated date of departure and intention to return, the Town shall grant a leave of absence without pay for up to eight (8) weeks in accordance with the provisions of General Laws Chapter 149, Section 105D or up to twelve (12) weeks in accordance with the provisions of the Family and Medical Leave Act. Efforts will be made to commence such leave at the beginning of a semester or at a school vacation period.

Section 3: The date of anticipated return will be established with the School Department Director of Human Resources or General Government Personnel Director as applicable at the time the leave commences. At the time of return a doctor's certificate of good health must be presented upon request.

Section 4: In the event an employee who has completed one year's service as a custodian and/or maintenance worker in the Natick School System desires a leave of absence without pay longer than the eight weeks provided above, she shall follow the procedure set forth below:

- A. The School Department Director of Human Resources or General Government Personnel Director as applicable will be notified in writing no later than the beginning of the seventh (7th) month of pregnancy of the request for such leave and the anticipated date of departure.
- B. If the Town grants the request, the date of return will be mutually established, but in any event the leave will not extend beyond the first of September following the child's birth, or on the subsequent September first if the birth occurs between June 30 and the commencement of the next school year.
- C. At least (3) months in advance of the established date for her return from such leave the employee must notify The School Department Director of Human Resources or General Government Personnel Director as applicable in writing of her intention to return or to retire from the School System. Failure to give such notification shall be deemed a resignation.
- D. At the time of return, a doctor's certificate of good health must be presented to the Town upon request.

Section 5: In the event an employee desires to return before the established date of expiration of her maternity leave, she may so apply to the Director of Facilities Management/Town Administrator in writing. A physician's statement of good health must accompany the application, and in the case of a comparable vacancy, the Town may grant the employee early reinstatement in its discretion.

ARTICLE XIII - SEXUAL HARASSMENT GRIEVANCE PROCEDURE

As established by federal and state regulations, the purpose of this grievance procedure is to facilitate compliance with the law, provide prompt and equitable resolutions of complaints and promote a means for mutual problem solving and understanding. Any member or members of the

bargaining unit who feel that his/her/their rights, under Chapter 622/Title IX, or other pertinent laws or regulations concerning sex discrimination have been violated by any individual, group of individuals, practice or policy may grieve.

PROCEDURE

- A. At any time, a complainant or respondent may choose a person to advise, assist, mediate or represent him/her during the procedure from a list supplied by the Chapter 622/Title IX Town.
- B. The complainant or his/her representative must address the respondent in the situation. If no resolution is achieved within ten (10) work days of the time the respondent was addressed, the complainant may proceed to the principal within ten (10) additional work days. If the principal is a respondent, the complainant may proceed to any administrator of choice.
- C. If no resolution is achieved within ten(10) work days of the meeting with the principal or administrator of choice, the complainant may proceed to The Director of Human Resources or General Government Personnel Director as applicable (Section 4-Step III of the existing grievance procedure) within ten (10) additional work days.

If the complaint is not resolved at this step, the complainant may proceed in accord with this grievance procedure.

ADDITIONAL PROVISIONS

1. If, at any time after an apparent resolution of a complaint, sexual harassment reoccurs, the complainant may reactivate the complaint at the level at which the complaint was apparently resolved.
2. Parties may mutually agree to extend or condense time limits; such agreement must be reduced to writing.
3. All proceedings relative to sexual harassment complaints will be held in closed session and all discussions held in strict confidence.
4. If the complaint is resolved without disciplinary action, no record will be placed in any party's regular personnel file, and no party will suffer any detriment as result of the complaint. All materials relative to the grievance will be filed in a separate file kept by the person who has been designated by action of the Town as it Chapter 622/Title IX administrator.
5. Anyone named in the file will have the right to inspect the file under conditions of controlled access. A person authorized by The General Government Personnel Director as applicable or the President of the bargaining unit will have the right to inspect the file.

There will be no other access, unless or until there is a subsequent complaint involving any of the named individuals.

Access at any such subsequent time shall be limited to persons involved in the investigation, or litigation of that subsequent complaint.

6. Nothing in this grievance procedure shall prevent an individual from taking action with the Massachusetts Commission Against Discrimination (MCAD), the Equal Employment Opportunity Council (EEOC), the Office of Civil Rights (OCR) or the courts. Any such action must meet the applicable time limits of those forums.
7. The Town shall provide appropriate training for employees designed by the Chapter 622/Title IX Committee to advise and assist complainants through the grievance procedure.

ARTICLE XIV - UNIFORMS

1. Uniforms will be worn at all times with the exception of summer vacation, school vacations and snow days.
2. Uniforms will be worn at all times for any function held in any schools or on Town property, including evening, night shift and overtime assignments.
3. Town to provide polo shirts and a stipend of \$250.00 per year for pants and shoes.
4. Management accepts Union proposal to establish a "Safety and Efficiency Committee" to review uniforms/polo shirts going forward.
5. Custodians who fail to comply on a regular basis will be given a verbal warning. The next incident will generate a written warning. Subsequent violations will warrant further action.

ARTICLE XV - CHANGES OR AMENDMENTS

It is hereby agreed that this Agreement contains the complete agreement between the parties and no additions, waivers, deletions, changes, or amendments shall be made during the life of this Agreement except by the mutual consent, in writing, of the parties hereto.

ARTICLE XVI - SEVERABILITY

Should any final decision of any Court of competent jurisdiction affect any practice or provisions of this Agreement, only the practice or provisions so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE XVII - NO STRIKE LOCKOUT

Section 1: It is mutually agreed that, during the term of this Agreement, there will be no stoppages of work, lockouts, slowdowns, or any similar interference with work.

Section 2: The Local Union agrees to reimburse the Town for any monies required to be expended by it as a result of a strike, stoppage of work, slowdown or any similar interference with work occurring during the term of this Agreement if the strike, stoppage of work, slowdown or similar interference with work is authorized or ratified by the Local Union.

ARTICLE XVIII - DURATION

Section 1. This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015, and shall remain in full force and effect from year to year thereafter unless either party gives the required notice of its desire to terminate or modify the same.


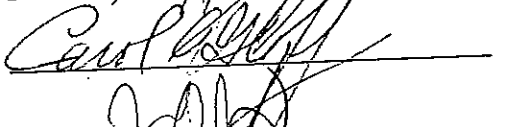
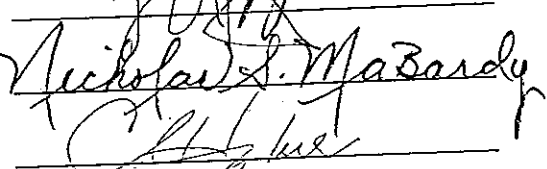
Section 2: Either party may give to the other written notice of its intention to terminate, amend or modify any part or all of this Agreement during the month of September 2012 (or any September subsequent thereto). Such notice must set forth, in detail all the specific changes proposed and all

proposals for new material. If such notice is given, the negotiations shall commence not later than December 1, 2011. In the event no agreement has been reached by June 30, 2012 (or any June 30 subsequent thereto) the terms, conditions and obligations of this Agreement shall continue in full force and effect until agreement is reached.

Section 3: Notices required by any Section of this Article shall be in writing and shall be sent by certified mail, return receipt requested, addressed, if to the Union, to the President of the Union at his/her home address; and if to the Town, to the Superintendent of Schools, as the Secretary to the Committee at the Committee's offices and to the Town Administrator as Secretary to the Board of Selectmen at the Board's Office.

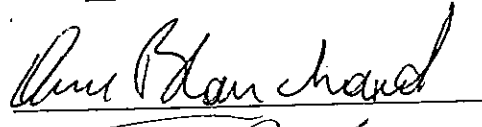
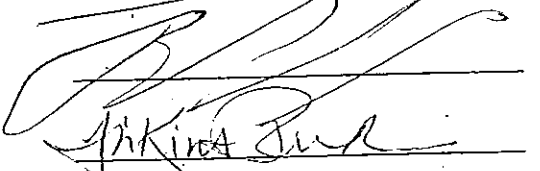
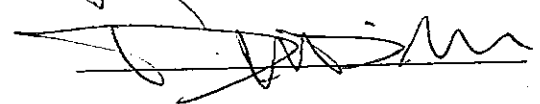
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this day of December, 2012.

Board of Selectmen
NATICK, MASSACHUSETTS

Board of Selectmen


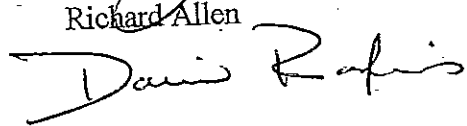
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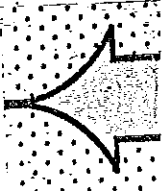
School Committee

Date: 2/25/13

MAINTENANCE & CUSTODIANS,
LOCAL #1116 OF THE LABORERS'
INTERNATIONAL UNION AFL-CIO


Richard Allen


Timothy Mahoney
Mass. Laborers District Council



**SIDE LETTER
TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE NATICK SCHOOL COMMITTEE AND
THE CUSTODIAN/MAINTENANCE LOCAL 1116**

December 1998

The School Committee agreed, in principle, to the following items that will not be included in the contract:

1. The Athletic Director should adopt a policy that he/she should be notified of all athletic practices planned for a weekend by the previous Thursday so appropriate custodial coverage can be planned.
2. The School Committee will discuss a policy on high school athletics to include discussion that no athletic practices be held on a major holiday.
3. A bi-monthly meeting will be held between the Union, the Director of Buildings and Maintenance and the Director of Human Resources to discuss safety issues and other issues of concern.

APPENDIX A

Employees will transition to rate-saver plan, effective January 1, 2011.

The contribution level for the Family Plan will be 80% employer and 20% employee.
The contribution level for the Individual plan will be 90% employer and 10% employee.

Effective January 1, 2011, the Committee will establish a **Health Reimbursement Account** which will allow employees to submit claims for reimbursement for eligible medical expenses once a threshold has been reached.

Only qualified expenses incurred on or after January 1, 2011 may be submitted for reimbursement

Eligible expenses for reimbursement will be co-pays for the following services:

- Office visits/primary care
- Office visits/specialists
- Emergency room visits
- In-patient hospitalization
- Same-day surgery
- Diagnostic imaging
- Prescription drugs/retail
- Prescription drugs/mail order

The Committee will also include in this list all other expenses that are legally reimbursable by a tax-free HRA.

Individual and Family Plan HRA thresholds will be determined by the amount of premium savings incurred by switching to the Rate Saver plan.

Individual Plan HRA annual reimbursement cap: \$250*

Family Plan HRA annual reimbursement cap: \$500*

* This annual amount will be pro-rated in year 1.

Requests for reimbursement from the HRA must be submitted to the Town's Third Party Processor within the designated time period. Such requests must be accompanied by the following documentation: HRA Reimbursement Request Form and hard copy receipts indicating both proof of payment and date of service. Employees should retain copies of all receipts as they may be asked to provide supplemental documentation by the Third Party Processor to clarify both proof of payment and service date. No reimbursements will be made without a hard copy receipt indicating proof of payment.

An HRA is an account funded by the employer to provide tax-free reimbursement to participating employees for uninsured out-of-pocket medical care expenses (e.g. copays for office visits, emergency room visits, in-patient hospitalization, day surgery, prescription drugs) up to a maximum reimbursement amount that is fixed at the beginning of the year. The Committee acknowledges that a change to Rate Savers without the provision of HRA will increase annual

health care costs for some employees. It is also true that many employees will spend less on health care costs by switching to Rate Savers.

First it will be determined how much an employee's annual premium savings will be under rate savers. This amount will become the eligibility threshold for accessing the HRA. For example, if you have family coverage and switch from Harvard Pilgrim EPO to the Harvard Pilgrim rate saver, you will save \$1,266 in premium payments. Once you have spent \$1,266 in copays over the year, you will collect all your receipts and submit them to our third party administrator for reimbursement of all future eligible costs for the remainder of that fiscal year. Your reimbursable amount will be capped at an amount specified in the contract. Access to these tax-free funds will result in no increased cost to the vast majority of employees. If your copays do not exceed \$1,266, you will actually realize a savings that year.

Effective January 1, 2011, the Town will establish an **"Excess Pool"** of **\$100,000** that employees may access for reimbursement for eligible medical expenses incurred once they have reached the HRA cap. The fund will be distributed on a proportional basis.

Effective January 1, 2011, the Town will purchase a **"Stop Loss"** policy that will cover all employees enrolled in a Town health care plan. This policy will cover all medical expenses in excess of \$2,000 for those covered by individual plans and \$4,000 for those covered by family plans.

Effective January 1, 2011, establish an opt-out incentive for current employees. Individuals who have participated in a Town of Natick health insurance plan for at least the last two years (or one year if only employed for one year), will receive a one-time payment of \$750 for opting out effective 7/1/11 and remaining out through 6/30/12. Employees with family coverage who have participated in a Town of Natick health insurance plan for at least the last two years (or one year if only employed for one year), will receive a one-time payment of \$1,500 for opting out, effective 7/1/11 and remaining out through 6/30/12. The Committee will pay the opt-out benefit in a lump sum in July of the following fiscal year provided the employee has remained out for the full period. (Note that this payment is taxable.) A current family subscriber who opts into an individual plan will be eligible for an incentive payment of \$750, subject to the same conditions stated above.

Employees who opt out effective January 1, 2011 and remain out until June 30, 2011 will receive a pro-rated incentive payment in July 2011.

NOTE: Employees who opt out effective January 1, 2011 and remain out until June 30, 2012 will receive both incentive payments.

Should an employee opt out after January 1 and before May 30, 2011, or after July 1 and before May 30, 2012, s/he will be eligible for a pro-rated opt-out payment (total incentive payment divided by 12 months multiplied by the number of months off a Natick insurance plan) the following July

APPENDIX B

CUSTODIAL/MAINTENANCE UNIFORM GUIDELINES

Uniforms must be worn at all times with the exception of summer vacation, school vacations and show days. Uniforms must also be worn for any function held in a school or on school department property, including evening, night shift and overtime assignments. All employees are expected to report to work each school day in a uniform that is clean, with no rips or holes and worn as designed. Pants, shorts and shirt sleeves must be hemmed.

As long as the above conditions are met, employees may purchase whatever uniform clothing is needed for the year subject to the following guidelines.

Shirts

Shirts must be dark (navy) blue or black and have "Natick Public Schools" or "Town of Natick" embroidered in the right chest area. The following shirt styles are acceptable:

- Work shirts (short or long sleeve)
- Polo/golf shirts
- Tee shirts
- Sweatshirt

Pants

Pants must be dark blue or black work pants or jeans. The painter may wear white pants and shirts. Shorts may be Khaki colored.

Employees may purchase work boots with their uniform allowance provided they have enough shirts and pants, in good condition, for the school year.

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF NATICK BY ITS
BOARD OF SELECTMEN AND SCHOOL COMMITTEE AND
MASSACHUSETTS LABORER'S COUNCIL
LOCAL 1116, MAINTENANCE & CUSTODIANS

For Administration Use:

Union Ratification: _____

Executive Session: _____

Board of Selectmen: 3/27/17

This memorandum of agreement is effective July 1, 2015 through June 30, 2018

- 1) Article II Section 1, Amend to reflect that both Town of Natick and Natick public schools are "management officials"
- 2) Article III Section 4, second sentence; change "lunch hour" to read "lunch period".
- 3) Article IV Section 3, See below.
- 4) Article V Section 1, Seniority means length of continuous employment by the Town of Natick in a position covered by this Agreement, the previous school custodian Agreement, or the Town DPW Agreement.
 - a. Change six month probationary period to read 180 working days
 - b. An employee who moves into a position outside this bargaining unit loses unit seniority after one year outside the unit.
- 5) Section 2(c), For the purpose of this section, "qualified for the position" shall mean having sufficient experience or training to be able to perform the duties of the position. Both parties recognize management's prerogative to make the sole and final determination as to whether an employee is qualified for a position and to select any applicant who in management's sole discretion, it determines to be most qualified for any position to be filled. Only where management has determined that two applicants are equally qualified will preference be given to seniority.
 - a. Section(d) change "monthly" to "quarterly"
- 6) Section 3, Add Maintenance IV and list positions in rank order.
- 7) Article VII; Compensation
 - a. 2% FY 16
 - b. 2% FY 17
 - c. 2% FY 18

- d. Delete Rodney Spinazzola from second sentence; place Jeff Carter into Senior III category
 - e. Section 2 ; reorder in order of rank of position
 - f. Use said order in salary schedule
 - g. Section 3, delete in its entirety
 - h. Section 4(c), at the end of paragraph 3 change "full hour" to "quarter hour".
 - i. Section 5, Building Check Pay The Senior Custodian may work up to 8 hours of overtime each month on a project or assignment (may include building checks) determined by the director of Facilities Management or his designee.
 - j. If the Senior Custodian refuses an assignment, the next person on the building seniority list will be offered the assignment and the Senior Custodian forfeits the remaining 8 hours per the previous sentence. If nobody in that building wants the overtime, the provisions above will apply.
 - k. Section 7; Health Insurance ; Delete and replace with attached MOA
 - l. Section 9 - Jury Duty - Delete second (a) and replace with (b) and change Fiscal to Facilities.
 - m. Section 11- change from after three (3) full days to one (1) full day.
 - n. Section 12 - Longevity - Delete last sentence "payments will be made in October" since previous language says the payment will be paid the first pay period in December
 - o. Section 15 - Summer hours
 - i. *Summer hours will start first full Wednesday after teachers get out of school and ends the first Tuesday before teachers go back to school*
 - p. Section 16- Snow Days; At the end of the first sentence change will be paid at time and one-half to "regular time".
 - q. Section 17- Training Stipend - Correct the numbers.
 - i. \$200.00 stipend to be paid in December for ten (10) hours of required training per year
 - r. Section 18- Performance Evaluation - add "on their anniversary date" to the end of the sentence.
- 8) Article IX, Holidays- Delete the * after Day after Thanksgiving.
- a. Section b, after * language, add "TBC's will receive two personal days in lieu of the four half-days listed above".

- 9) Delete and amend Section 4 in Article X to provide 2 personal days. Reference Article IX b to note the 2 additional days for TBC's in lieu of 4 half days before holidays.
- 10) Article X Vacations Section 4 - Two personal days for all, and refer to previous article to make it clear that TBC's receive a total of 4 days.
- 11) Article X, Vacations
 - a. Employees seeking 5 consecutive days or more must provide 1 week notice to Director of Facilities
- 12) Update maternity leave language to include paternity, it is under FMLA
 - a. Article XII Section 2- maternity/paternity leave
- 13) Article XIV Reactivate the Safety Committee
- 14) Change General Government "Personnel Director" to "Director of Human Resources" wherever it appears.
- 15) ARTICLE IV - GRIEVANCE PROCEDURE

Section 1: The purpose of this procedure is to produce a prompt and equitable solution of any grievances at the lowest organizational level as possible. The Town and the Union desire that such procedures shall always be as informal and confidential as may be appropriate for the complaint involved at the procedural level involved.

Section 2: A grievance is defined as a complaint between the employee and the Town that there has been a violation, misinterpretation or inequitable application of any or all provisions of this agreement. As used in this article, the term "employee" shall also mean a group of employees having the same grievance.

Section 3: Adjustment of a Grievance - The grievance shall be presented and adjusted in the following manner:

STEP 1 - The aggrieved employee will discuss the matter with their immediate supervisor* If the employee so chooses, he/she may request the assistance of his or her representative. If the grievance has not been resolved within five (5) days after the presentation under this informal procedure, he/she may then utilize the formal procedure. A verification of the issue, time and date of the procedure will be signed by the immediate supervisor and attached to any written submission under Step 1. *For purposes of this step, immediate supervisor for maintenance employees is the Maintenance Manager and the immediate supervisor for custodians is the Custodial Supervisor.

Only grievances which had their origin within ten (10) working days of the filing under Step 1 may be processed:

STEP 2 Immediate Supervisor - Using the prescribed form, the employee shall submit the grievance in writing to his/her immediate supervisor*. The written submission shall set forth the nature of the grievance, the article violated, the date of the event complained of, and the remedy sought. The formal grievance must be filed within ten (10) days of the incident and the immediate supervisor must issue a written determination within five (5) working days of receiving the written complaint.

*For purposes of this step, the immediate supervisor of a school custodian shall be the Principal of the building (or in his/her absence, the Vice Principal) to which the employee is regularly assigned and the Custodial Supervisor. The immediate supervisor for the maintenance employees will be the Maintenance Manager. For town custodians and school custodians who work in more than one building, The Building Manager and/or Principal along with the Custodial Supervisor will hear the said grievance.

STEP 3 Director of Facility Management - If the grievance has not been settled at Step 2, the union may submit the written grievance to the Director of Facility Management within five (5) working days of the conclusion of Step 1. The matter will be investigated by the Director or his/her designee who will make a written disposition of the grievance within ten (10) working days from receipt.

STEP 4 Mediation - If the grievance has not been settled at Step 3, the union may proceed to mediation, facilitated by the Town's Director of Human Resources for Town custodians and maintenance employees, and the School Director of Human Resources, for School custodians. Union representatives will meet with the Director of Human Resources to explain the issue. The Director of Human Resources will then hold informal discussions with all involved parties at all levels, up to and including the Director of Facility Management in an attempt to resolve the situation before continuing with the formal grievance process. If no acceptable resolution can be reached within ten (10) working days of receipt, the grievance may be filed at Step 5.

STEP 5 Superintendent of Schools/Town Administrator - If the grievance has not been settled at the preceding steps, the employee may file it in writing with the Office of the Superintendent of Schools or the Town Administrator within five (5) working days of the conclusion of Step 5. School Custodians should file with the Superintendent of Schools and Town custodians and maintenance employees should file with the Town Administrator. The matter will be investigated by the

Superintendent or Town Administrator or his/her designee who will make a written disposition of the grievance within ten (10) working days from its filing.

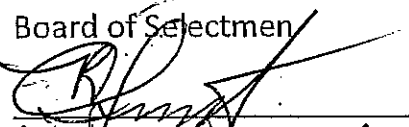
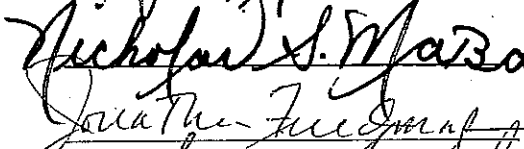
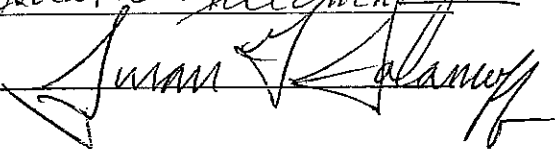
Section 4: Arbitration - If a grievance has not been disposed of under Step 5 of the grievance procedure to the satisfaction of the member and the Union, the Union may, not later than fifteen (15) working days next following the answer under Step 5 initiate arbitration of the grievance under the rules of the American Arbitration Association or the Massachusetts Labor Relations Commission. The arbitration shall proceed under such rules except that the parties may, if they can, mutually designate the Arbitrator

The Arbitrator shall be without power to modify, alter, add to, or subtract from the provisions of this Contract. The Arbitrator's award, if within his/her jurisdiction, and consistent with the provisions of this Agreement, shall be final and binding on both parties.

The fees of the American Arbitration Association and of the Arbitrator and the conduct of the hearing shall be shared equally by the parties but each party shall bear its own expenses for the presentation of its case. The parties by mutual agreement may elect to submit more than one grievance to the same arbitrator.

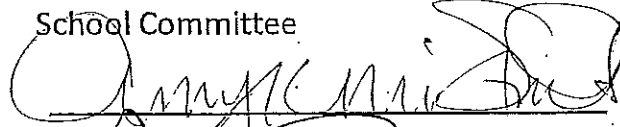
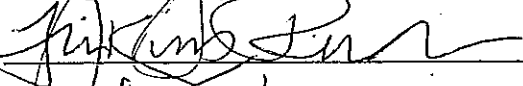

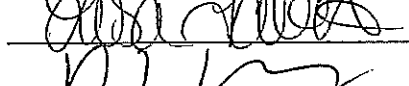
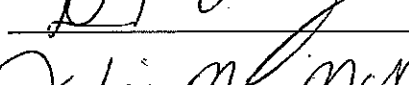
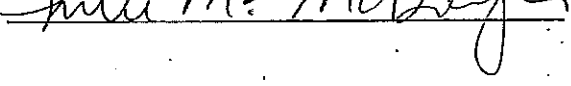
Section 5: Failure of an employee to appeal a grievance to the next step within the time limits specified shall mean that the grievance is settled on the basis of the answer given at the previous step. Failure of the Committee or its agent to answer a grievance in accordance with the time limits specified shall mean that the employee may proceed immediately to the next step.

Board of Selectmen

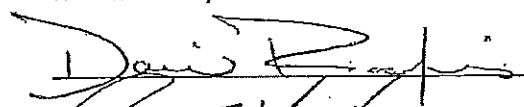
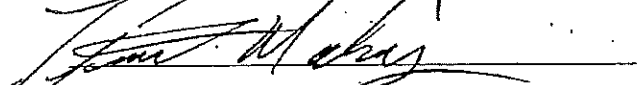

Nicholas S. Marzard

Jonathan Friedman

Susan K. Kalanoff

Date: 3/27/2017

School Committee


Amy K. Niziol

John J. Sur

John J. Sur

John J. Sur

John J. Sur

John J. Sur

Local 1116, Laborer's International Union


David R. Ruffin

John J. Sur

Date: _____

Date: 3/27/17

1% Increase Effective July 1, 2012

Category			1		2		3		4		5		6		7		8
Jr. Custodian I	Hourly	\$	15.7750	\$	16.2977	\$	16.8201	\$	17.3740	\$	17.9889	\$	18.6040	\$	19.1574	\$	19.5396
	Daily	\$	126.20	\$	130.38	\$	134.56	\$	139.00	\$	143.91	\$	148.83	\$	153.26	\$	156.32
	Weekly	\$	631.00	\$	651.90	\$	672.80	\$	694.96	\$	719.55	\$	744.16	\$	766.30	\$	781.58
Jr. Custodian II	Hourly	\$	16.1746	\$	16.6973	\$	17.3125	\$	17.8354	\$	18.4503	\$	19.1267	\$	19.6494	\$	20.0415
	Daily	\$	129.40	\$	133.58	\$	138.50	\$	142.68	\$	147.60	\$	153.02	\$	157.20	\$	160.33
	Weekly	\$	647.09	\$	667.89	\$	692.50	\$	713.41	\$	738.01	\$	765.06	\$	785.98	\$	801.66
Sr. Custodian I	Hourly	\$	17.9889	\$	18.6348	\$	19.2805	\$	19.9262	\$	20.6335	\$	21.2485	\$	21.8944	\$	22.3310
	Daily	\$	143.91	\$	149.08	\$	154.25	\$	159.41	\$	165.06	\$	169.98	\$	175.15	\$	178.65
	Weekly	\$	719.55	\$	745.39	\$	771.22	\$	797.05	\$	825.34	\$	849.94	\$	875.77	\$	893.24
Sr. Custodian II	Hourly	\$	19.1267	\$	19.8341	\$	20.4491	\$	21.1256	\$	21.7407	\$	22.3247	\$	22.9088	\$	23.3660
	Daily	\$	153.02	\$	158.67	\$	163.59	\$	169.00	\$	173.92	\$	178.60	\$	183.27	\$	186.93
	Weekly	\$	765.06	\$	793.37	\$	817.96	\$	845.03	\$	869.63	\$	892.99	\$	916.35	\$	934.64
Sr. Custodian III	Hourly	\$	20.6335	\$	21.2485	\$	21.8633	\$	22.5091	\$	23.0625	\$	23.5854	\$	24.2006	\$	24.6836
	Daily	\$	165.06	\$	169.98	\$	174.90	\$	180.07	\$	184.50	\$	188.69	\$	193.61	\$	197.47
	Weekly	\$	825.34	\$	849.94	\$	874.53	\$	900.36	\$	922.50	\$	943.42	\$	968.02	\$	987.35
Asst. Sr. Custodian I	Hourly	\$	19.1267	\$	19.8341	\$	20.4491	\$	21.1256	\$	21.7407	\$	22.3247	\$	22.9088	\$	23.3660
	Daily	\$	153.02	\$	158.67	\$	163.59	\$	169.00	\$	173.92	\$	178.60	\$	183.27	\$	186.93
	Weekly	\$	765.06	\$	793.37	\$	817.96	\$	845.03	\$	869.63	\$	892.99	\$	916.35	\$	934.64
Maintenance II	Hourly	\$	16.1439	\$	16.8817	\$	17.6815	\$	18.4503	\$	19.1574	\$	19.8954	\$	20.6335	\$	21.0452
	Daily	\$	129.15	\$	135.06	\$	141.45	\$	147.60	\$	153.26	\$	159.17	\$	165.06	\$	168.36
	Weekly	\$	645.75	\$	675.27	\$	707.26	\$	738.01	\$	766.30	\$	795.82	\$	825.34	\$	841.80
Maintenance III	Hourly	\$	19.6494	\$	20.2643	\$	20.9102	\$	21.5868	\$	22.1094	\$	22.7552	\$	23.2472	\$	23.7109
	Daily	\$	157.20	\$	162.12	\$	167.29	\$	172.69	\$	176.87	\$	182.04	\$	185.98	\$	189.69
	Weekly	\$	785.98	\$	810.58	\$	836.41	\$	863.47	\$	884.38	\$	910.21	\$	929.89	\$	948.43
Working Foreman - Maint.	Hourly	\$	20.4353	\$	21.0749	\$	21.7467	\$	22.4502	\$	22.9938	\$	23.6653	\$	24.1771	\$	24.6593
	Daily	\$	163.48	\$	168.60	\$	173.97	\$	179.60	\$	183.95	\$	189.32	\$	193.42	\$	197.27
	Weekly	\$	817.41	\$	843.00	\$	869.87	\$	898.01	\$	919.75	\$	946.61	\$	967.09	\$	986.37
Maintenance Mechanic IV	Hourly	\$	25.3913	\$	26.1860	\$	27.0206	\$	27.8947	\$	28.5702	\$	29.4047	\$	30.0403	\$	30.6396
	Daily	\$	203.13	\$	209.48	\$	216.16	\$	223.16	\$	228.56	\$	235.24	\$	240.32	\$	245.12
	Weekly	\$	1,015.66	\$	1,047.44	\$	1,080.82	\$	1,115.79	\$	1,142.80	\$	1,176.19	\$	1,201.62	\$	1,225.58

Note: Senior Custodian III at NHS \$1.00 more per hour.

Note: Rodney Spinazola Jeff Carter receive same cost of living even though pay exceeds Grade 8

		2% Increase Effective July 1, 2013															
Category			1		2		3		4		5		6		7		8
Jr. Custodian I	Hourly	\$	16.0905	\$	16.6237	\$	17.1565	\$	17.7215	\$	18.3487	\$	18.9761	\$	19.5405	\$	19.9304
	Daily	\$	128.72	\$	132.99	\$	137.25	\$	141.78	\$	146.79	\$	151.81	\$	156.33	\$	159.45
	Weekly	\$	643.62	\$	664.94	\$	686.26	\$	708.86	\$	733.94	\$	759.04	\$	781.63	\$	797.21
Jr. Custodian II	Hourly	\$	16.4981	\$	17.0312	\$	17.6588	\$	18.1921	\$	18.8193	\$	19.5092	\$	20.0424	\$	20.4423
	Daily	\$	131.99	\$	136.25	\$	141.27	\$	145.53	\$	150.55	\$	156.08	\$	160.34	\$	163.54
	Weekly	\$	660.03	\$	681.25	\$	706.35	\$	727.68	\$	752.77	\$	780.36	\$	801.70	\$	817.69
Sr. Custodian I	Hourly	\$	18.3487	\$	19.0075	\$	19.6661	\$	20.3247	\$	21.0462	\$	21.6735	\$	22.3323	\$	22.5521
	Daily	\$	146.79	\$	152.06	\$	157.34	\$	162.60	\$	168.36	\$	173.38	\$	178.65	\$	182.22
	Weekly	\$	733.94	\$	760.30	\$	786.64	\$	812.99	\$	841.85	\$	866.94	\$	893.29	\$	911.10
Sr. Custodian II	Hourly	\$	19.5092	\$	20.2308	\$	20.8581	\$	21.5481	\$	22.1755	\$	22.7712	\$	23.3670	\$	23.8333
	Daily	\$	156.08	\$	161.84	\$	166.86	\$	172.38	\$	177.40	\$	182.17	\$	186.94	\$	190.67
	Weekly	\$	780.36	\$	809.24	\$	834.32	\$	861.93	\$	887.02	\$	910.85	\$	934.68	\$	953.33
Sr. Custodian III	Hourly	\$	21.0462	\$	21.6735	\$	22.3006	\$	22.9593	\$	23.5238	\$	24.0571	\$	24.6846	\$	25.1773
	Daily	\$	168.36	\$	173.38	\$	178.40	\$	183.67	\$	188.19	\$	192.46	\$	197.48	\$	201.42
	Weekly	\$	841.85	\$	866.94	\$	892.02	\$	918.37	\$	940.95	\$	962.29	\$	987.38	\$	1,007.10
Asst. Sr. Custodian I	Hourly	\$	19.5126	\$	20.2266	\$	20.8590	\$	21.5526	\$	22.1748	\$	22.7664	\$	23.3682	\$	23.8374
	Daily	\$	156.08	\$	161.84	\$	166.87	\$	172.38	\$	177.40	\$	182.17	\$	186.94	\$	190.67
	Weekly	\$	780.36	\$	809.24	\$	834.32	\$	861.93	\$	887.02	\$	910.85	\$	934.68	\$	953.33
Maintenance II	Hourly	\$	16.4668	\$	17.2193	\$	18.0351	\$	18.8193	\$	19.5405	\$	20.2933	\$	21.0462	\$	21.4661
	Daily	\$	131.73	\$	137.76	\$	144.28	\$	150.55	\$	156.33	\$	162.35	\$	168.36	\$	171.73
	Weekly	\$	658.67	\$	688.78	\$	721.41	\$	752.77	\$	781.63	\$	811.74	\$	841.85	\$	858.64
Maintenance III	Hourly	\$	20.0424	\$	20.6696	\$	21.3284	\$	22.0185	\$	22.5516	\$	23.2103	\$	23.7121	\$	24.1851
	Daily	\$	160.34	\$	165.36	\$	170.64	\$	176.14	\$	180.41	\$	185.68	\$	189.70	\$	193.48
	Weekly	\$	801.70	\$	826.79	\$	853.14	\$	880.74	\$	902.07	\$	928.41	\$	948.49	\$	967.40
Working Foreman - Maint.	Hourly	\$	20.8440	\$	21.4964	\$	22.1816	\$	22.8992	\$	23.4537	\$	24.1386	\$	24.6606	\$	25.1525
	Daily	\$	166.75	\$	171.97	\$	177.45	\$	183.19	\$	187.63	\$	193.11	\$	197.29	\$	201.22
	Weekly	\$	833.76	\$	859.86	\$	887.27	\$	915.97	\$	938.15	\$	965.54	\$	986.43	\$	1,006.10
Maintenance Mechanic IV	Hourly	\$	25.8991	\$	26.7097	\$	27.5610	\$	28.4526	\$	29.1416	\$	29.9928	\$	30.6411	\$	31.2524
	Daily	\$	207.19	\$	213.67	\$	220.48	\$	227.62	\$	233.13	\$	239.94	\$	245.13	\$	250.02
	Weekly	\$	1,035.97	\$	1,068.39	\$	1,102.44	\$	1,138.11	\$	1,165.66	\$	1,199.71	\$	1,225.65	\$	1,250.09

Note: Senior Custodian III at NHS to receive \$1.00 more per hour.

Note: Rodney Spinazola Jeff Carter to receive cost of living even though pay exceeds Grade 8.

2% Increase Effective July 1, 2014										
Category		1	2	3	4	5	6	7	8	
Jr. Custodian I	Hourly	\$ 16.4123	\$ 16.9562	\$ 17.4996	\$ 18.0759	\$ 18.7157	\$ 19.3556	\$ 19.9313	\$ 20.3290	
	Daily	\$ 131.29	\$ 135.65	\$ 140.00	\$ 144.62	\$ 149.73	\$ 154.85	\$ 159.43	\$ 162.64	
	Weekly	\$ 656.49	\$ 678.24	\$ 699.99	\$ 723.04	\$ 748.62	\$ 774.22	\$ 797.26	\$ 813.15	
	Annually	\$ 34,137.60	\$ 35,268.42	\$ 36,399.23	\$ 37,597.93	\$ 38,928.18	\$ 40,259.48	\$ 41,457.66	\$ 42,284.02	
Jr. Custodian II	Hourly	\$ 16.8281	\$ 17.3718	\$ 18.0120	\$ 18.5559	\$ 19.1957	\$ 19.8994	\$ 20.4432	\$ 20.8511	
	Daily	\$ 134.63	\$ 138.98	\$ 144.10	\$ 148.44	\$ 153.56	\$ 159.20	\$ 163.55	\$ 166.81	
	Weekly	\$ 673.23	\$ 694.88	\$ 720.48	\$ 742.23	\$ 767.83	\$ 795.97	\$ 817.73	\$ 834.04	
	Annually	\$ 35,007.99	\$ 36,133.50	\$ 37,464.80	\$ 38,596.15	\$ 39,926.92	\$ 41,390.29	\$ 42,522.17	\$ 43,370.28	
Sr. Custodian I	Hourly	\$ 18.7157	\$ 19.3877	\$ 20.0594	\$ 20.7312	\$ 21.4671	\$ 22.1070	\$ 22.7789	\$ 23.0031	
	Daily	\$ 149.73	\$ 155.10	\$ 160.49	\$ 165.85	\$ 171.97	\$ 176.85	\$ 182.22	\$ 185.86	
	Weekly	\$ 748.62	\$ 775.51	\$ 802.37	\$ 829.25	\$ 858.69	\$ 884.28	\$ 911.16	\$ 929.32	
	Annually	\$ 38,928.18	\$ 40,326.31	\$ 41,723.39	\$ 43,120.99	\$ 44,651.72	\$ 45,982.50	\$ 47,380.10	\$ 48,324.74	
Sr. Custodian II	Hourly	\$ 19.8994	\$ 20.6354	\$ 21.2753	\$ 21.9791	\$ 22.6190	\$ 23.2266	\$ 23.8343	\$ 24.3100	
	Daily	\$ 159.20	\$ 165.08	\$ 170.20	\$ 175.83	\$ 180.95	\$ 185.81	\$ 190.68	\$ 194.48	
	Weekly	\$ 795.97	\$ 825.42	\$ 851.01	\$ 879.17	\$ 904.76	\$ 929.07	\$ 953.37	\$ 972.40	
	Annually	\$ 41,390.29	\$ 42,922.09	\$ 44,252.33	\$ 45,716.77	\$ 47,047.54	\$ 48,311.48	\$ 49,575.43	\$ 50,564.62	
Sr. Custodian III	Hourly	\$ 21.4671	\$ 22.1070	\$ 22.7466	\$ 23.4185	\$ 23.9943	\$ 24.5382	\$ 25.1783	\$ 25.6808	
	Daily	\$ 171.73	\$ 176.85	\$ 181.97	\$ 187.34	\$ 191.95	\$ 196.31	\$ 201.43	\$ 205.45	
	Weekly	\$ 858.69	\$ 884.28	\$ 909.86	\$ 936.74	\$ 959.77	\$ 981.54	\$ 1,007.13	\$ 1,027.24	
	Annually	\$ 44,651.72	\$ 45,982.50	\$ 47,312.74	\$ 48,710.34	\$ 49,907.99	\$ 51,039.86	\$ 52,370.64	\$ 53,416.58	
Asst. Sr. Custodian I	Hourly	\$ 19.9002	20.23*1.02	\$ 21.2772	\$ 21.9810	\$ 22.6134	\$ 23.2254	\$ 23.3682	\$ 24.3168	
	Daily	\$ 159.20	\$ 165.08	\$ 170.21	\$ 175.83	\$ 180.95	\$ 185.81	\$ 190.68	\$ 194.48	
	Weekly	\$ 795.97	\$ 825.42	\$ 851.01	\$ 879.17	\$ 904.76	\$ 929.07	\$ 953.37	\$ 972.40	
	Annually	\$ 41,390.29	\$ 42,922.09	\$ 44,252.33	\$ 45,716.77	\$ 47,047.54	\$ 48,311.48	\$ 49,575.43	\$ 50,564.62	
Maintenance II	Hourly	\$ 16.7961	\$ 17.5637	\$ 18.3958	\$ 19.1957	\$ 19.9313	\$ 20.6992	\$ 21.4671	\$ 21.8954	
	Daily	\$ 134.36	\$ 140.52	\$ 147.17	\$ 153.56	\$ 159.46	\$ 165.60	\$ 171.73	\$ 175.16	
	Weekly	\$ 671.84	\$ 702.56	\$ 735.84	\$ 767.83	\$ 797.26	\$ 827.97	\$ 858.69	\$ 875.81	
Maintenance III	Hourly	\$ 20.4432	\$ 21.0830	\$ 21.7550	\$ 22.4589	\$ 23.0026	\$ 23.6745	\$ 24.1863	\$ 24.6688	
	Daily	\$ 163.55	\$ 168.67	\$ 174.05	\$ 179.66	\$ 184.02	\$ 189.39	\$ 193.49	\$ 197.35	
	Weekly	\$ 817.73	\$ 843.33	\$ 870.20	\$ 898.35	\$ 920.11	\$ 946.98	\$ 967.46	\$ 986.75	
Working Foreman - Maint	Hourly	\$ 21.2609	\$ 21.9263	\$ 22.6252	\$ 23.3572	\$ 23.9228	\$ 24.6214	\$ 25.1538	\$ 25.6556	
	Daily	\$ 170.09	\$ 175.41	\$ 181.00	\$ 186.85	\$ 191.38	\$ 196.97	\$ 201.24	\$ 205.24	
	Weekly	\$ 850.44	\$ 877.06	\$ 905.02	\$ 934.29	\$ 956.91	\$ 984.85	\$ 1,006.16	\$ 1,026.22	
Maintenance Mechanic IV	Hourly	\$ 26.4171	\$ 27.2439	\$ 28.1122	\$ 29.0217	\$ 29.7244	\$ 30.5927	\$ 31.2539	\$ 31.8774	
	Daily	\$ 211.33	\$ 217.94	\$ 224.89	\$ 232.17	\$ 237.79	\$ 244.74	\$ 250.03	\$ 255.02	
	Weekly	\$ 1,056.69	\$ 1,089.76	\$ 1,124.49	\$ 1,160.87	\$ 1,188.97	\$ 1,223.70	\$ 1,250.16	\$ 1,275.09	

Night = + \$0.75 an hour

Note - Senior Custodian III at NHS - \$1.00 more per hour

Note: Rodney Spinazola Jeff Carter receive the same cost of living raises even though they exceed Grade 8

Pay Type- 110

Job Class	Job Class Description	Grade
4096	P/T HELP	DN
4159	CUSTODIAN - JR I DAY	D1
4160	CUSTODIAN - JR I AFTERNOON	D2
4161	CUSTODIAN - JR I NIGHT	D3
4162	CUSTODIAN - JR II DAY	D5
4163	CUSTODIAN - JR II NIGHT	D7
4164	CUSTODIAN - JR II AFTERNOON	D6
4165	CUSTODIAN - SR I DAY	D9
4166	WORKING FOREMAN MAINT	DM
4167	CUSTODIAN - SR I NIGHT	D8
4168	CUSTODIAN SR II	DD
4169	CUSTODIAN SR III	DE
4171	CUSTODIAN ASSISTANT NIGHT	DH
4172	MAINTENANCE II	DJ
4173	MAINTENANCE III	DK
4232	MAINT MECHANIC IV	DL