

**AGREEMENT BETWEEN THE
TOWN OF NATICK, MASSACHUSETTS
AND
MASSACHUSETTS LABORERS'
DISTRICT COUNCIL
IN BEHALF OF
PUBLIC EMPLOYEES LOCAL UNION
1116
OF THE LABORERS' INTERNATIONAL
UNION
OF NORTH AMERICA**

**Covering certain clerical employees
of the Town of Natick, Massachusetts**

JULY 1, 2015 TO JUNE 30, 2018

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AGREEMENT

Agreement effective July 1, 2015 through June 30, 2018 between the Town of Natick, Massachusetts (hereinafter referred to as the Town) and the Massachusetts Laborers' District Council in behalf of Public Employees' Local 1116, Laborers' International Union of North American, AFL-CIO (hereinafter referred to as the Union):

ARTICLE I

Section 1 Recognition:

The Town of Natick hereby recognizes the Union as the exclusive collective bargaining representative of all clerical employees employed by the Town, including those employees who work more than 20 hours per week.

Section 2 Participation in the 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, sex, disability or national origin.

ARTICLE II - EMPLOYEE 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 Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid 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 activity would be incompatible with his/her 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 discrimination in regard to tenure, promotion or other conditions of employment.

ARTICLE III - 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 Employing Departments, 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 and personnel assignments 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 the employees covered by this Agreement, so long as such rules and regulations do not conflict with any term or condition of this Agreement.

ARTICLE IV - UNION ACTIVITIES

Section 1:

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

Section 2:

No Union activities, including the solicitation of membership or the collection of dues, will be carried on during working hours.

Section 3:

The Union shall furnish the Town with a written list of its Local Officers and Shop Stewards and shall, as soon as possible, notify the Town Administrator 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.

ARTICLE V - AGENCY FEE

Section 1:

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 Massachusetts Laborers' District Council, Local Union 1116, Clerical Workers, 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 Local Union 1116 as dues, and shall be used solely for the purposes of paying the expenses of collective bargaining.

Section 2:

Massachusetts Laborers' District Council, Local Union 1116, Clerical Workers, 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 VI - GRIEVANCE, ARBITRATION PROCEDURE

Section 1:

The term grievance shall include only those claims which allege a specific and direct violation of the express language of a specific provision of this Agreement.

Section 2:

Nothing in this Agreement shall be interpreted to require the Union to process an employee's grievance if it considers it to be invalid or without merit.

Section 3:

Step 1 Presentation of grievance for informal discussion with immediate supervisor.

Step 2 Within ten (10) calendar days of the occurrence or lack of the occurrence of the events upon which the grievance is based, an employee must file a written grievance with her immediate supervisor. The written grievance shall contain a statement of the facts upon which the grievance is based, including names, dates and places, supervisor and department, the contract provision(s) alleged to have been violated and the relief requested and shall be signed by the employee. The employee's supervisor shall give his/her answer within ten (10) calendar days after receipt of the grievance.

Step 3 If the grievance is denied or if no answer is received within the time limits set forth above, the employee may submit the written grievance to the administrative head of the employee's department. The grievance shall be so filed within five (5) calendar days of the denial of the grievance at Step 2 or the date on

which a response was due whichever is earlier. The administrative or other head of the employee's department shall give his/her answer within seven (7) calendar days after receipt of the grievance.

Step 4. If the grievance is denied or if no answer is received within the time limits set forth above, the employee may submit the written grievance to the Town Administrator or Director of Human Resources. The grievance shall be filed within five (5) calendar days of the denial of the grievance in Step 3 or the date on which a response was due whichever is earlier. The Town Administrator and/or Director of Human Resources shall give his answer within thirty (30) calendar days after receipt of the grievance.

Step 5. If the grievance is denied or if no answer is received within the time limits set forth above, arbitration proceedings shall be conducted by an arbitrator selected under the rules and regulations of the American Arbitration Association or, with the agreement of both parties, (Town and Union), by an Arbitrator selected under the rules and regulations of the Massachusetts Board of Conciliation and Arbitration. The demand for arbitration shall be filed within thirty (30) calendar days or the date on which a response was due whichever is earlier. The authority of the arbitrator shall be limited to the terms and provisions of this Agreement and to the question or questions which are submitted. The arbitrator shall be bound by the provisions of this Agreement and he shall not have any authority to add to, subtract from, modify or otherwise change any of the terms or provisions of this Agreement. The arbitrator shall have no authority to award any retroactive monies beyond the date on which the grievance was first filed at Step 1.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator's decision shall be based on the evidence submitted by the parties which decision shall be consistent with the provisions of this Agreement. Expenses of the arbitration, other than the cost of any stenographic record, including required traveling and other expenses of the arbitrator and AAA representative, shall be borne equally by the parties.

Section 4:

The above time limits and specifications for initiating and pursuing a grievance must be followed. The time limitations may be extended only by mutual agreement of the parties in writing. If both parties agree in writing, grievances may be instituted at a step other than Step 1.

The failure to respond at any step within the specified time limits shall permit the aggrieved party or parties to proceed to the next step.

Section 5:

Notwithstanding any contrary provision in this Agreement, any matter which may be reviewed by an administrative agency or court of competent jurisdiction in accordance with the laws of this Commonwealth (such as, by way of example, any matter which is subject to the jurisdiction of a retirement board or civil service) shall not be subjects of a grievance or arbitration hereunder.

ARTICLE VII - SENIORITY, PROMOTIONS, LAYOFF & 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 ninety (90) day probationary period, and his/her seniority shall then date from the beginning of his/her 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 that he/she occupies a position outside the unit.

Section 2 Promotions:

If a new classification covered by this Agreement is created or if a vacancy occurs or it is known that a vacancy will occur 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. In addition to said posting, a notice shall be sent to all Departments making known such vacancies to Department Heads and 1116 Clerical personnel working within such Departments. Appointments shall be made within thirty (30) working days after posting. Employees who are promoted will now have their anniversary date as the date of promotion for the purpose of step increases going forward.

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

(a) Preference shall be given to applicants from within the bargaining unit where the vacancy occurs in accordance with their seniority, subject to their qualifications for the position.

(b) If there are no qualified applicants from the bargaining unit, the position may be filled by any other Town employee or by new employees.

(c) For the purpose of this section, qualified for the position, shall mean "having suitable education, training and experience to perform the duties of the position with emphasis on consideration of specific previous performance of pertinent and relatable job tasks as would be required in the new job duties." This section shall be subject to the grievance and arbitration procedure contained herein.

(d) It is the policy of the Town to provide incentives to the employees to advance themselves in knowledge and skills; therefore to the extent possible and practical, the Town intends to provide the opportunity for existing employees to be trained for new job opportunities within the Town created by new technology or reorganization.

Section 3 Reduction in Force:

In decreasing, increasing or in making replacements in the work force, management shall give consideration to seniority, ability and the qualifications of employees for available work in accordance with the procedure set forth below. The parties agree that seniority shall be a factor only where in the exclusive judgment of the Town, skill and ability to perform the work are equal.

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 non-existence of a vacancy, and whether any vacancy will be filled. In the event the Town, in its exclusive discretion determines there is to be a reduction in the number of employees in any job classification, the following procedure shall be employed.

The Town 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.

(c) A determination on qualifications shall be arrived at based upon education, training experience and past performance including attendance.

(d) 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.

(e) Any employee extended beyond the mandated retirement age, will, by practice, be subject to reduction in force outside the procedures described above. This section shall be subject to the grievance and arbitration procedure contained herein.

Reductions in force will be accomplished whenever possible through attrition. Whenever attrition alone will not suffice, members will be laid off in order of least seniority. Should a vacancy occur in a position from which employees have been laid off due to a reduction in force, employees shall be eligible for rehire in the reverse order from that in which they were laid off. Employees shall have rights of rehire for up to one year from the date of their layoff.

Section 4:

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 Department shall be counted, if such employee:

- (a) Quits her/his employment; or
- (b) Is discharged for just cause; or
- (c) Is absent from work for ten (10) or more consecutive working days without reasonable cause, or is recalled to work and fails without reasonable cause, promptly to report for work at the time specified by the Town; or
- (d) Is laid off and not recalled for work within six (6) months of the layoff.

If an employee shall be unable to work because of sickness or bodily injury and shall present to the Department head proof satisfactory to the Director of Human Resources 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 Workmen's Compensation shall be payable to him/her.

Section 5:

The Town shall furnish to the Union, annually, a list showing the length of service of each employee covered by this Agreement.

Section 6:

Leaves of absence may be granted to regular employees without pay for a period not to exceed 30 days. Said leaves may be granted by the Town Administrator only in extreme personal situations.

ARTICLE VIII - CLASSIFICATION SCHEDULE AND COMPENSATION

Section 1 Classification Schedule:

All classifications shall be subject to review when vacated upon agreement with Local 1116.

Section 2 Compensation:

The rate of compensation shall be in accordance with the attached Compensation Plan. The regular hours per week shall be 37.5 hours per week.

All members of the bargaining unit shall go to bi-weekly pay and a direct deposit system effective January 1, 2011.

Cost of Living Increases (COLA) shall be awarded as follows:

- Effective July 1, 2015: 2% (inclusive of the July 1, 2015 1% and January 1, 2016 0.5%)
- Effective July 1, 2016: 2%
- Effective July 1, 2017: 2%

Section 3:

Part-time employees (those employees who normally work less than a full-time work week [see below]) will occupy the same step and level on the pay scale as regular full-time employees dependent on their length of service. Any clerical employee designated by Agreement of the Town and the Bargaining Unit who works more than 20 hours per week may be eligible for membership within the unit.

However, regular part-time employees will be paid an hourly rate of pay. Such hourly rate will be determined by dividing the weekly rate of pay for their appropriate level and step on the salary plan by 37 1/2 hours.

Section 4:

A regular part-time employee is defined as one who is scheduled to work a total of 1,040 hours during the twelve (12) months preceding the first day of July each year. A part-time employee is defined as one who is not scheduled to work a total of 1,040 hours during the twelve (12) months preceding the first day of July each year.

(a) Part-time employees shall receive no fringe benefits other than participation in the Contributory Retirement System under the rules for that system.

(b) Regular part-time employees, those who work more than 20 hours, shall receive regular benefits prorated by the ratio of the number of hours they are scheduled to work. They are eligible for full participation in the Town's hospital and medical insurance program.

Section 5:

It is agreed that salary increases of any kind, increments or step level increases under this Agreement are not automatic, but are granted only where there is a continuation of a satisfactory standard and level of performance in the judgment of the Department Head. The Town will not arbitrarily or unreasonably withhold such increases. Any claim that an increase has been arbitrarily or unreasonably withheld will be subject to the grievance-arbitration procedures.

Section 6:

Each regular full-time member of the unit shall receive time and one-half their straight time hourly rate for all hours worked in excess of 7.5 hours in any one day, and for all hours worked in excess of 37.5 hours per week.

Section 7: Temporary Service in Higher Classification:

Employees who are assigned for one (1) full day to perform temporary service in a higher classification shall receive additional compensation for such day computed in accordance with Section 8 of this Article entitled "rate after promotion".

Section 8: Rate after Promotion:

An employee who is permanently promoted to a higher classification will be compensated at whichever of the following rates is higher:

(a) The lowest step specified for the higher classification.

(b) The step which is not less than twenty (\$20.00) dollars higher than the employee's rate in the classification from which s/he was promoted, but not higher than the maximum rate of the new classification.

(c) Said employee's anniversary date for next grade increases, will be as of the anniversary date of the promotion.

Section 9: Life Insurance:

Group Life Insurance will be made available to bargaining unit employees on the same basis as to the other Town employees.

Group Life Insurance shall provide to each employee a Term Life Insurance Policy in the amount of \$5,000 by Town Meeting approval. The net premium of said policy shall be shared equally between the Town and the employee.

Section 10: Group Health Insurance:

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.

Section 11: Disability and Dental Insurance:

The Town may, with agreement of the Union, 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 subject to underwriting requirements for minimum enrollment.

Section 12: Bereavement:

In the event of a death of a member of an employee's immediate family (spouse, significant other, children, parents of the employee, parents of the spouse, grandparents, grandchildren, or brothers or sisters of the employee), the employee shall be allowed time off without loss of pay for five consecutive workdays following the death. An employee may take up to two (2) working days without loss of pay for the death of a sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle and aunt.

Section 13: Termination Notice:

Employees who voluntarily terminate their employment with the Town must give two (2) weeks' notice of same in writing to their Department Head.

Section 14: Transfer Procedures:

Employees transferring into the bargaining unit covered by this Agreement with accumulated service with any department of the Town of Natick immediately preceding the transfer shall have such length of service used for the purpose of computing, according to the Agreement, holiday, vacation, and sick leave benefits.

Section 15: Schedule:

The normal work week for employees of this unit shall be 37.5 hours. Town Hall will be open as follows: Monday – Wednesday 8:00a.m. to 5:00p.m., Thursday 8:00a.m. to 7:00p.m., Friday 8:00a.m. to 12:30p.m. Department Heads retain discretion in scheduling staff as needed.

Section 16: Longevity:

Effective July 1, 2012, longevity will be as follows:

10 years	\$750
15 years	\$1,125
20 years	\$1,500
25 years	\$2,250 (in FY 15 this becomes \$2,500)

Section 17: Educational Incentive:

Regular full-time and permanent part-time employees shall receive stipends for an Associate Degree and Bachelor's Degree in a job related program of studies.

Associates Degree	Job Related	\$500 annually
Bachelor's Degree	Job Related	\$1,000 annually

All credits shall be earned in educational institution accredited by the New England Association of Colleges and Secondary Schools or by the board of higher education.

Section 18: 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, 2000:	15 cents/hour
July 1, 2001:	additional 10 cents/hour for a total of 25 cents/hour
January 1, 2004:	additional 10 cents/hour for a total of 35 cents/hour
July 1, 2006:	additional 10 cents/hour for a total of 45 cents/hour
June 30, 2007:	additional 10 cents/hour for a total of 55 cents/hour
July 1, 2009:	additional 6 cents/hour for a total of 61 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 Clerical 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.

ARTICLE IX - SICK LEAVE

Section 1:

Regular full-time employees will accrue sick leave at the rate of one and one-quarter (1 1/4) days 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 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) days. Those employees hired after July 1, 1987, shall accumulate sick leave days to a maximum of one hundred eighty (180) days.

Regular full-time employees hired after July 1, 1996, 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 and shall accumulate sick leave days 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/she agrees to reimburse the Town for such payments in the event he/she receives Workers' Compensation benefits for said period.

Section 3:

Requests for sick leave shall be subject to the approval of the Department Head (or 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 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 cost of required physician visit.

Section 4:

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

Section 5: Sick Leave Buy Back:

Those employees who retire within the next (5) years from the signing of the agreement will be allowed to elect, within ten (10) days of said signing, the option of being grandfathered, or receiving longevity. Those employees who choose sick leave buy back will be entitled to FY 13's longevity payment.

Section 6: Sick Leave Bank:

Members of the unit are entitled to membership in the 1116 Laborers' Sick Leave Bank and are subject to the rules and regulations thereof.

ARTICLE X - HOLIDAYS

Section 1:

Regular full-time employees, except probationary 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 a leave of absence shall have been granted for either of such days:

NEW YEAR'S EVE (leave at 2:00p.m.)		
NEW YEAR'S DAY	MEMORIAL DAY	VETERANS' DAY
MARTIN LUTHER KING DAY	INDEPENDENCE DAY	THANKSGIVING DAY
PRESIDENTS' BIRTHDAY	LABOR DAY	THANKSGIVING FRIDAY
PATRIOT'S DAY	COLUMBUS DAY	CHRISTMAS DAY

Section 2:

Whenever an employee works on any of the holidays enumerated above, he/she shall be paid at the rate of time and one-half his/her regular rate for the hours worked, and, in addition, shall receive pay at his/her regular time. Whenever any of the holidays listed above falls on an employee's day off or during his/her carr, he/she will receive a compensatory day off in lieu of said holiday.

Section 3:

Whenever said holidays fall during scheduled work week, any unworked hours on said holiday shall be considered as hours actually worked.

Section 4:

If the Selectmen of the Town grant the half-day before Christmas as a paid half-day holiday to any of the Town's employees, it is agreed that the half-day before Christmas will be granted as a half-day paid holiday to the eligible employees covered herein.

Section 5:

Members of the unit are entitled to a 2:00 p.m. release on New Year's Eve. If New Year's Eve falls on a Saturday or Sunday, the 3 hours must be used within six months (i.e. by June 30th of the following year).

ARTICLE XI - VACATIONS

Effective July 1, 1988, vacation shall be based upon the length of service as of July 1 of each year. Those employed before July 1, 1988 shall use their anniversary date of employment with the Town for calculation purposes.

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 are completed.

(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 full-time 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 full-time employee who has completed six (6) or more year's continuous service in employment covered by this Agreement shall be entitled to three (3) weeks' vacation days plus one day 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. A regular full time employee who has completed seven (7) or more year's continuous service in employment covered by this Agreement shall be entitled to three (3) weeks' vacation days plus two days' 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. A regular full time employee who has completed eight (8) or more year's continuous service in employment covered by this Agreement shall be entitled to three (3) weeks' vacation days plus three days with pay providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve months preceding such anniversary date of employment. A regular full-time employee who has completed nine (9) or more year's continuous service in employment covered by this Agreement shall be entitled to three (3) weeks' vacation days plus four days' 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.

(e) A regular full-time employee who has completed ten (10) or more year's 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.

(f) A regular full-time employee who has completed sixteen (16) or more year's continuous service in employment covered by this Agreement shall be entitled to four (4) weeks plus one day 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. A regular full-time employee who has completed seventeen (17) or more year's continuous service in employment covered by this Agreement shall be entitled to four (4) weeks plus two days' 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. A regular full-time employee who has completed eighteen (18) or more year's continuous service in

employment covered by this Agreement shall be entitled to four (4) weeks plus three days' 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. A regular full-time employee who has completed nineteen (19) or more year's continuous service in employment covered by this Agreement shall be entitled to four (4) weeks plus four days' 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.

(g) 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 providing said employee has actually worked thirty (30) weeks in the aggregate during the twelve (12) months preceding such anniversary date of employment.

Section 2:

No vacation is to be cumulative beyond the calendar year in which it is allowed except as provided hereafter: A maximum of 5 days' vacation can be carried over without authorization from one fiscal to the next. Subject to the operating requirements of the Department, an employee shall have his/her choice of vacation time according to seniority.

Section 3:

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/she is entitled, he/she, 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/her terminal vacation pay as provided herein.

ARTICLE XII - ADMINISTRATIVE LEAVE

Section 1:

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

- (a) Religious Holidays - up to two (2) days may be authorized by the department head.

ARTICLE XIII - PERFORMANCE EVALUATION

A Performance Evaluation of each employee shall be conducted annually. The evaluation will not be connected to any wage increase.

ARTICLE XIV - INJURY REPORTING

It shall be the responsibility of the employee to immediately report to his/her supervisor any injury sustained as a result of the work of the department and further that all reports, doctors certificates, and medical records shall be provided to the Town in a timely fashion.

ARTICLE XV - EMPLOYEE ASSISTANCE PROGRAM

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 educational sessions and other services provided by the E.A.P.

ARTICLE XVI - PERSONAL DAYS

Each member of the union on July 1st of each year, shall be entitled to five (5) personal days. All new hires will receive prorated time based upon their hire date for the first year

ARTICLE XVII - LABORERS' CONFERENCE

Section 1:

Employees covered by this bargaining unit will be permitted to attend the Laborers' International Constitutional Convention if they are duly elected as a delegate, once every five years. Such attendance at the Convention shall not result in loss of pay or vacation time for the elected delegate.

ARTICLE XVIII - MATERNITY LEAVE

Section 1:

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.

ARTICLE XIX - JURY DUTY PAY

Section 1:

Any regular full-time employee required to serve on a jury shall, upon application, be paid the difference between his/her pay as a juror and his/her regular weekly compensation for 37.5 hours of work performed for the Town, providing he/she presents official certification of such services.

ARTICLE XX - 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 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 XXI - CHANGES OR AMENDMENTS

Section 1:

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 XXII - SEVERABILITY

Section 1:

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 XXIII - 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.

ARTICLE XXIV - WORKERS' COMPENSATION

Section 1:

Any employee who is injured in the line of duty and who is out on workers' compensation and/or is awaiting a determination of qualifying for workers' compensation, shall accrue all benefits and privileges that he/she would normally enjoy while working, i.e. he/she shall accumulate sick leave, vacation time, holiday pay, seniority and other privileges that he/she would normally enjoy if he/she were on the job.

ARTICLE XXV - MISCELLANEOUS

Reclassification Study Committee:

While not part of the Collective Bargaining Agreement, the parties agree to maintain the Reclassification Study Committee which shall be comprised of two (2) Town-appointees and two (2) Union-appointees.

The purpose of the Committee will be to determine which, if any, job classifications it wishes to recommend be discussed for possible change during negotiations for the successor contract.

THIS AGREEMENT shall remain in full force and effect from July 1, 2015 until June 30, 2018.

TOWN OF NATICK

Board of Selectmen

[Signature]

Nicholas S. Marzardy

Jonathan Picerno

Susan J. Zalunoff

Dated: 11/9/16

Approved as to Form:

Labor Counsel

Dated: _____

PUBLIC EMPLOYEES LOCAL 1116
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

[Signature]

Ann E. Head
[Signature]

Tom Mahoney

Dated: Nov. 8, 2016

Approved as to Funding:

Comptroller

Dated: _____

Memorandum of Agreement Between
The Town of Natick and
All Collective Bargaining Units representing employees employed by the
Town of Natick ("the Unions")

The terms of this agreement will be in effect from July 1, 2016 through June 30, 2018

WHEREAS, the Town of Natick (the "Town") currently provides health insurance benefits to its eligible subscribers through participation in a collaborative known as the West Suburban Health Group (WSHG);and

WHEREAS, the Town and the Public Employees' Committee (PEC) have agreed to the following terms that will, if implemented, allow the Town to remain a member of WSHG; and

WHEREAS, the Town and the Unions by mutual acceptance of this Agreement acknowledge and affirm that said Agreement shall supersede and void any conflicting provisions in any Collective Bargaining Agreements (CBAs), and the parties mutually agree that the Town under the terms of MGL Chapter 32B section 19 and pursuant to a majority vote of the (PEC) have satisfied all of its bargaining obligations relating to the subjects of this Agreement:

NOW THEREFORE, the Town and the PEC ("the parties") agree as follows:

- 1) This Agreement will be for a two year period commencing July 1, 2016 and ending June 30, 2018. The PEC acknowledges and agrees that this Agreement shall be implemented by the Town if approved by weighted majority vote of the PEC comprised of Collective Bargaining Units of the Town.
- 2) Effective upon the date of execution of this Agreement by the Board of Selectmen, the Board of Selectmen's August 31, 2015 acceptance of MGL Chapter 32B, sections 21-23 is hereby revoked. This revocation is not binding on future Boards of Selectmen. The parties to this Agreement further agree that the Board of Selectmen may, and are hereby authorized to, rescind the acceptance of MGL Chapter 32B section 19 at any time.
- 3) The parties agree that effective July 1, 2016, the Town will contribute 75% toward the cost of the Fallon Select and Fallon Direct health insurance plans for both family and individual plans.
- 4) The parties agree that effective July 1, 2016, the Town will contribute 62% toward the cost of all other Rate Saver family and individual plans.

- 5) The Town's contribution to the Harvard Pilgrim PPO plan shall remain at 50%. The Town's contribution towards all Medicare supplement plans shall remain at 50%.
- 6) The Town shall continue to maintain a Flexible Spending Account program for eligible employees and shall continue to pay the administrative fee for all employees enrolled in the FSA. The Town will offer a debit card for all FSA subscribers. Notwithstanding any other terms in this Agreement, this provision shall sunset effective June 30, 2018 unless the Town in its sole discretion elects to continue the FSA program.
- 7) The parties agree that in order to maintain eligibility for health care coverage from the Town of Natick, all subscribers (including those who are not changing their health care provider) must select a health insurance plan during the open enrollment period for FY 2017 health care coverage.
- 8) The parties agree that the Town will budget \$100,000 in FY 2017 for a "Continuity of Care Mitigation Fund." The Mitigation Fund is established for the purpose of helping employees/non-Medicare retirees and their covered family members who, at the time of open enrollment for the FY 2017 coverage year, are receiving active treatment by a primary specialist that specializes in a defined practice and that specialist is not covered within the Fallon Select network.
 - For these purposes, the terms "active treatment", "serious condition" and "primary specialist" are defined as follows:
 - Active treatment: treatment following an inpatient stay or outpatient procedure for recovery or rehabilitation for a serious disease. It may include continuing care for a serious disease that requires diagnostic tests or adjustment of medications or treatments that occur and are scheduled every six months or sooner. Continuing care that occurs at intervals greater than every six months would not qualify as active treatment. It may also include an inpatient procedure for a serious disease scheduled no later than July 1, 2016. Active treatment does not include preventive services or services to monitor a patient's condition after the patient completes treatment for a serious disease.
 - Active treatment shall also include mothers who give birth after April 30, 2015 and before July 1, 2016 if the mother requires postpartum care and the mother's care provider(s) is not covered under the Fallon Select plan/network.
 - Serious condition: one that is life threatening or could lead to a serious or permanent disability if left untreated.
 - Primary specialist (may include but not limited to): a primary medical specialist in the following fields or practice; cardiologist, endocrinologist, gastroenterologist, hematologist, oncologist, maternal fetal medicine, neonatologist, neurologist, nephrologist,

orthopedist, urologist, medically necessary plastic surgeon, pediatric specialist.

- o An employee/retiree/covered family member who believes he/she is eligible for this benefit is obligated to apply for Fallon Select coverage and pursue Fallon Transitional Care. Should continuation of the existing care be denied, pursue all available appeals in an effort to gain authorization from Fallon Select for continued treatment and care prior to the close of the open enrollment period for FY 2017 health insurance coverage.
 - o For employees who qualify for the Mitigation Fund, the Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. If, in FY 2017, the costs under this provision exceed the \$100,000 appropriation, the funds will be distributed on a pro-rata basis.
 - o In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$100,000.
- 9) The parties agree that the Town will budget \$60,000 in FY 2017 and FY 2018 for a "Retiree Mitigation Fund." The Retiree Mitigation Fund is established for the purpose of helping non-Medicare eligible retirees who don't qualify for Fallon because they live outside of the Fallon coverage area and who have retired on or before June 30, 2016. An application form will be developed and an application deadline established. The Town will pay a stipend equal to the difference between 25% vs. 38% of the cost of the non-Fallon plans. At the conclusion of the application period, if it is determined that the amount owed to eligible retirees exceeds the amount of the Retiree Mitigation Fund, the budgeted amount will be distributed on a pro-rata basis.

In FY 2018, the Town will budget an appropriate amount based on FY 2017 obligations under this provision, not to exceed \$60,000.

- 10) Should the West Suburban Health Group (WSHG) disband for any reason or should the WSHG cease to offer Rate Saver health insurance plans at any time during the term of this Agreement, this Agreement shall become null and void and the Parties shall negotiate a new agreement pursuant to MGL Chapter 32B, sections 21-23 or MGL Chapter 32B, section 19, subject to the Board of Selectmen's acceptance of said statutes. If WSHG votes any other changes in health care coverage that affect this Agreement the Parties will meet to consider amendments to the Agreement regarding said changes.
- 11) The Town and the Union agree to promote subscribers' understanding of these health insurance changes through the use of direct mailings or emails and

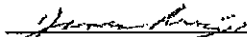
distribution of other promotional materials to the Town's employees and other impacted subscribers. In addition, the Town will schedule a minimum of 12 seminars at which Fallon representatives will present information about the Fallon Select and Fallon Direct health insurance programs and be available to answer questions. Such seminars will be scheduled at various locations and times in an effort to make them as convenient as possible for employees to attend; no additional compensation will be offered to employees attending these seminars.

- 12) The Town will continue to offer a two-year "opt-out" program for employees who have been enrolled in a Town offered health benefit plan for at least one year prior to the date of this Agreement, with program details provided on the Opt-Out Form; payments to be \$2,000 Opt-Out Stipend for those on the individual plan and \$4,500 Opt-Out Stipend for those on a family plan per plan year for each year of this agreement. Individuals who initially participated in the Opt-Out benefit in FY2016 shall receive the above amounts in FY 2017 for their second year Opt-Out Stipend.
- 13) Any and all provisions of any collective bargaining agreement relative to health insurance rates, contribution rates or policies between the Town or School Committee and any bargaining unit shall be superseded by the terms of this Agreement.
- 14) The parties agree that the Town will hold quarterly meetings with the Insurance Advisory Committee and the members of the Public Employee Committee will be invited to said meetings.
- 15) The parties agree that the Town will commence applicable payroll deductions in June, 2016 for the insurance coverage scheduled to commence on July 1, 2016.
- 16) The parties agree that this Agreement shall end on June 30, 2018 and none of its terms shall be binding after that date. If the 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.
- 17) The effective date of this Agreement shall be the date on which the required 51% weighted vote of all Town unions and retiree representation has been achieved and the Board of Selectmen and School Committee have executed and ratified this Agreement
- 18) The parties agree that should any provision in this Agreement be found to be illegal or unenforceable then it shall be stricken from the Agreement and the rest of the Agreement shall remain in full force and effect.


Public Employee Committee

The Education Association of Natick:

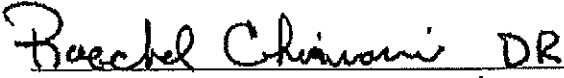
1) Unit A- Teachers


James Araujo

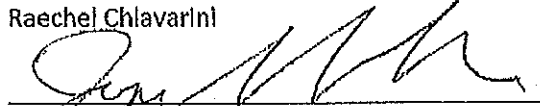
2) Para Professionals


Nancy Navarro

Food Service Workers, Local 1116


Raechel Chlavarini DR

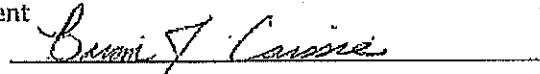
MTA; Administrative Assistants and Clerks


Joyce MacGregor

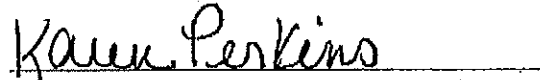
Local Union 1116 Laborers' International Union- Clerical


Annie Greel

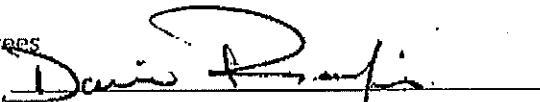
Local Union 1116 Laborers' International Union- Public Works Department


Brian Caissie

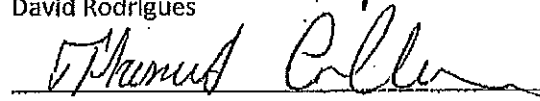
Local Union 1116 Laborers' International Union- Morse Library


Katen Perkins

Maintenance and Custodians Local #1116, Facility Management Employees


David Rodrigues

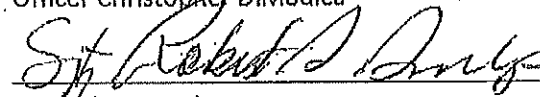
Supervisors' and Administrators' Association


Thomas Collins


Natick Patrol Officers' Association

Officer Christopher DiModica

N.E.P.B.A., Local 82, I.U.P.A. AFL CIO


Sgt. Robert Dunlop

N.E.P.B.A., Local 182- Dispatchers


Tracy Bourke

Local 1707, International Association of Firefighters, AFL-CIO


Daniel Hartwell


Deputy Fire Chiefs' Association

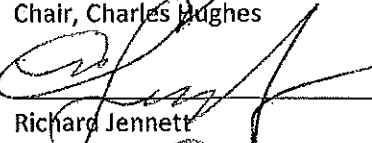
Daniel Dow

Retiree Representative

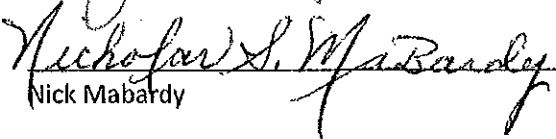

Charles Sisitsky

Board of Selectmen:


Chair, Charles Hughes


Richard Jennett


Josh Ostroff


Nick Mabardy

John Connolly