

**Contract
between
The Town of Lanesborough
and
The Lanesborough Department of Public Works Director
Effective Dates: July 1, 2017 through June 30, 2020**

This Contract is made between the Town of Lanesborough (hereafter referred to as the "Town") and the Lanesborough Department of Public Works Director (hereafter referred to as the "Director") for the purpose of defining rates of pay, wages, hours of employment, and other conditions of employment.

Work Schedule

The regular work week for the Director shall be: Eight hours per day, Monday through Friday.

Holidays

Eleven (11) holidays as listed below will be recognized by this Contract.

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

The Director will receive double time pay for working holidays.

Additionally, the Director will receive two (2) "floating holidays" to be selected at his request, with the approval of the Board of Selectmen.

Vacation Leave

Vacation leave with pay will be credited to the Director on his annual anniversary date following employment, and annually thereafter on said anniversary date as follows:

For one year's service but less than five	Two weeks
For five year's service but less than ten	Three weeks
For ten year's service but less than fifteen	Four weeks
For fifteen year's service but less than twenty	Five weeks
For twenty year's service or more	Six weeks

Vacation time shall be credited to the Director covered by this Contract on July 1 in the amount earned as of that date. Any additional time earned due to increase in service shall be credited on the Director's anniversary date. Example: If the Director is entitled to three (3) weeks vacation at the start of the fiscal year, he will be credited with and eligible to use those three (3) weeks as of July 1. If on his anniversary date during that fiscal year that same Director becomes eligible for four (4) weeks vacation, the additional week will be credited as of the anniversary date.

There is no carryover of vacation leave time into the next fiscal year.

In the event of the death of a spouse, child, parent, sister, brother, grandparent, mother-in-law, father-in-law, stepchild, stepparent, significant other or others at the discretion of the Board of Selectmen, the Director will be granted three (3) days time off, for which he will be paid at his regular rate of compensation. Such leave will not be required immediately after death, but may be granted commensurate with the funeral and related necessary procedures.

Sick Leave

Fifteen (15) days of sick time shall be credited to the Director covered by this Contract on July 1 of each year, which will be added to his sick leave accumulation as of that date.

The Director will receive up to fifteen (15) paid family sick days per fiscal year to be deducted from his accumulated sick days to take care of an immediate family member because of illness or injury. "Immediate family member" means spouse or children. The Director can accumulate sick time continually to be used for his long-term illness or injury. If the Director is absent for more than three (3) consecutive days, the Town will require a notice from a doctor stating the nature of the illness or injury. Medical certification may also be required in cases of excessive absenteeism, a pattern of absences, or suspected abuse of sick leave. The medical certification will state the nature of the illness or injury, and expected date of return to work. The Town may also require medical certification in accordance with the Family and Medical Leave Act.

At the time of retirement, the Director shall be entitled to buyback sick time with a maximum of two hundred (200) days at fifty-five percent (55%) reimbursement. Notice is due by January 1st in the fiscal year previous to the fiscal year that the Director will be retiring in order to be eligible for this benefit.

Maternity/Paternity Leave

The Director will be granted temporary leave of absence without pay upon request for the purpose of caring for a child born to the Director and spouse, or for the purpose of legal adoption by the Director or spouse. Such temporary leave of absence will be granted to either the mother or father during the three-year period immediately commencing with and following the date of birth of the child or the date of the child's placement for adoption.

The duration of the leave will not exceed twelve (12) weeks.

Employee benefits shall continue to accrue during this leave.

The Town will comply with the provisions of the Massachusetts Maternity Leave Act and the Family and Medical Leave Act in regard to maternity leave.

Personal Leave

The Director will be granted time off to conduct personal business, not to exceed six (6) days in any one fiscal year. Such leave will be granted at the time requested by the Director, with at least two (2) days advance notice, except in the case of an emergency, and the approval of the Board of Selectmen. There is no carryover of personal leave time into the next fiscal year.

Call-In Time

If the Director is called in to work outside of his regular schedule, he will be guaranteed a minimum of three (3) hours pay, at his regular per-hour rate of compensation. Compensation for all required overtime worked in excess of forty (40) hours in a work week will be at the regular rate plus fifty percent (50%) thereof, except for Sundays. Compensation for overtime on Sundays will be at the regular rate plus one hundred percent (100%) thereof.

Director Expenses

The Town will provide the Director with the following in each fiscal year:

A yearly clothing allowance in the amount of \$600.00 will be available for the Director for the purpose of replacement of uniform items used in the performance of duties. The Director must submit receipts to the Town in order to receive the reimbursement amount listed above. In exchange for the increase to \$600.00, the Director is responsible for cleaning and maintaining clothing in an acceptable manner to the Chief Administrative Officer.

In cases where the Director's uniform is damaged beyond the normal wear and tear in the normal course of work, the Town will reimburse him for replacement of that item.

In cases where the Director's personal wear (i.e., glasses, watches, etc.) typically used during the course of business is damaged as a result of the normal course of the work, the Town shall reimburse him the replacement value for damage or loss of such item up to a maximum of three hundred dollars (\$300.00).

Reimbursement of hoisting license renewal, every two years, including required physical examinations.

The Director shall have the option to purchase uniforms directly from the vendor(s) selected by the Town, and that amount will be subtracted from his clothing allowance allocation.

The Director shall receive payment as reimbursement for usage of personal cell phone for Town business in the amount of \$50.00 per month.

Salary

The step schedule shall be defined as follows:

Step 1 - The Director shall enter Step 1 after completion of one (1) years service. He/she shall remain in this step until the completion of the fourth year of service from the date of full-time appointment.

Step 2 - The Director shall enter Step 2 upon completion of the fourth year of full-time service and remain on Step 2 until the completion of the seventh year of service.

Step 3 - The Director shall enter Step 3 upon completion of the seventh year of full-time service and remain on Step 3 until the completion of the tenth year of service.

Step 4 - The Director shall enter Step 4 upon completion of the tenth year of full-time service and remain on Step 4 until the completion of the thirteenth year of service.

Step 5 - The Director shall enter Step 5 upon completion of the thirteenth year of full-time service and remain on Step 5 until the completion of the sixteenth year of service.

Step 6 - The Director shall enter Step 6 upon completion of the sixteenth year of full-time service and remain on Step 6 until the completion of the nineteenth year of service.

Step 7 - The Director shall enter Step 7 upon completion of the nineteenth year of full-time service and remain on Step 7 until the completion of the twenty-second year of service.

Step 8 - A regular full-time Director shall enter Step 8 upon completion of the twenty-second year of full-time service.

Full-time service shall be total years employed by the Town.

The following salary schedules are effective beginning July 1, 2017, July 1, 2018, and July 1, 2019 respectively:

	FY18	FY19	FY20
Step 1	\$24.57	25.12	25.69
Step 2	\$25.31	25.88	26.46
Step 3	\$26.04	26.63	27.23
Step 4	\$26.86	27.46	28.08
Step 5	\$27.64	28.26	28.90
Step 6	\$28.49	29.13	29.79
Step 7	\$29.34	30.00	30.68
Step 8	\$30.22	30.90	31.60

Insurance

The Director will pay a contribution percentage as indicated to the following Town insurance plans, or whatever contribution percentage is required of other Town employees. Benefits, co-payments, and other features of these plans shall be the same as those included in any agreement negotiated with the Town and Public Employee Committee pursuant to the provisions of Sections 21-23 of Chapter 32B of the General Laws.

A. A \$10,000.00 term life insurance plan. (Town 80%; Employee 20%)

B. A group hospitalization and surgical insurance plan.

HMO (Town 80%; Employee 20%)

PPO (Town 78%; Employee 22%)

C. A dental insurance plan. (Town 80%; Employee 20%)

D. If the Director has been enrolled in one of the Town's health insurance plans for at least one year and drops the plan and remains off the plan for three consecutive years, he will be paid \$3,500 at the end of the three year period. In order to be eligible for this incentive, the Director must provide proof of insurance elsewhere. If the Director is off the Town insurance, he can rejoin under the following conditions:

1. A catastrophic event not created by the Director that caused the unavoidable loss of insurance.
2. The Director chooses to join the Town insurance plan during the annual enrollment period.

Should the Director re-enroll in one of the Town's insurance plans prior to the end of the three year period, he will not receive payment.

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

Education Incentive

The Town shall reimburse the Director for expenses incurred in advancing his relevant education to assist him in the performance of his duties. Expenses to be reimbursed include mileage, lodging, meal, tuition, and course work material costs. Attendance at courses may be during regular work hours. Director shall submit requests to enroll in any courses to the Board of Selectmen for approval prior to enrollment. Payment shall be made upon submittal of evidence of the successful completion of such courses.

Contract Agreement

All rights, obligations, and duties set forth in this Contract will become effective July 1, 2017 and will remain in full force and effect until and including June 30, 2020.

In the event this Agreement reaches the above expiration date prior to a new Agreement being put into effect, it is understood that the Director covered under this Agreement will continue to work under the existing provisions of the expired Agreement until such time as a new Agreement is signed. When a new Agreement is signed, all of the provisions of the new Agreement will be deemed retroactive to the date the previous Agreement expired, unless otherwise negotiated.

Indemnification

The Town agrees that to the extent permitted by G.L. c. 258, it shall defend, save harmless and indemnify the Director against any tort, professional liability claim or demand or other civil or criminal

legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Director.

Entire Agreement

This writing sets forth the entire agreement between the Town and the Director regarding his employment by the Town and supersedes all prior understandings and agreements whether oral or in writing. No modification or change to the Agreement will be effective unless they are in writing and are signed by both parties.

Applicable Law

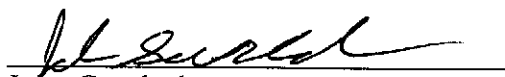
This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

Severability

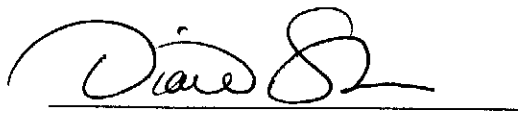
If any provision in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portions thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect. In the event that there is a conflict between this Agreement and any state or federal regulation, statute or constitution, the terms of the applicable statute or constitutional provision shall control.

In witness thereof, we the undersigned hereunto set our hands and seals this 29th day of June, 2017 at Lanesborough, Massachusetts.

BOARD OF SELECTMEN



John Goerlach



Witness




Robert Ericson

Henry Sayers



William F. Decelles, Director



Witness