

SETTLEMENT AGREEMENT
BY AND BETWEEN
THE TOWN OF LANESBOROUGH
AND THE LANESBOROUGH HIGHWAY DEPARTMENT
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 98

The Town of Lanesborough and the Lanesborough Highway Department, International Union of Operating Engineers, Local 98 hereby agree to the following terms, conditions, and understandings to be incorporated into a successor collective bargaining agreement. This Settlement Agreement is subject to ratification by the respective constituent bodies.

1. Maternity/Paternity Leave: Replace the current language with the following: “The Town of Lanesborough will grant unpaid maternity leave in accordance with the requirements of M.G.L. c. 149, § 105D (i.e., the Massachusetts Parental Leave Act) and/or the Family and Medical Leave Act.”
2. Personal Leave: Reword to read as follows: “Effective July 1, 2016, employees hired prior to July 1, 2014 will be granted time off to conduct personal business, not to exceed five (5) days in any fiscal year. Any employee hired on or after July 1, 2014 will be granted time off to conduct personal business, not to exceed three (3) days in any fiscal year. Such leave will be granted at the time requested by an employee, with reasonable notice, and the approval of the Highway Supervisor.”
3. Salary:
 - a. Effective July 1, 2017, 1.5%
 - b. Effective July 1, 2018, 2.25%
 - c. Effective July 1, 2019, 2.25%
4. Pledge Against Discrimination and Coercion: Add “military/veteran status” and “disability”.
5. Contract Agreement: July 1, 2017 – June 30, 2020
6. Add the following as a new Article entitled “Vehicle Monitoring”:

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

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

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

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

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

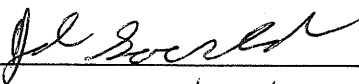
Attempts by members to mask, disable, or damage the GPS devices and/or equipment will be dealt with in accordance with the just cause standard.


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

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

FOR THE TOWN OF LANESBOROUGH

FOR THE LANESBOROUGH HIGHWAY
DEPARTMENT, INTERNATIONAL
UNION OF OPERATING ENGINEERS,
LOCAL 98





Dated: 5/22/17

Dated: 6-13-17