

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF UPTON
AND
TEAMSTERS UNION LOCAL 170
DEPARTMENT OF PUBLIC WORKS HOURLY**

MAY 24, 2016

WHEREAS, the Town of Upton (“the Town”) and Teamsters Union Local 170 Department of Public Works Hourly (“the Union”) have been negotiating for a successor contract to the collective bargaining agreement dated July 1, 2012 through June 30, 2015; and

WHEREAS, the Town and the Union, subject to ratification by the Union and the Board of Selectmen and funding by Town Meeting have come to terms relative to a new agreement between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Understanding pending the final drafting of a new agreement;

NOW, THEREFORE, the Town and the Union agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated with the successor agreement.

The collective bargaining agreement represents the entire agreement between the parties.

2. Article 10 – Meal Periods

Current language: All employees shall be granted a meal period of a thirty (30) minute duration unpaid during each eight hour work shift.

Add the following and re-letter current language plus the sections below into sections A – D:

- A. An employee who is required to work overtime through lunch or remain on duty on an overtime basis for three (3) or more hours beyond their regular shift may, at his /her request, be provided a meal paid for by the Town, not to exceed \$10.00 per person.
- B. In instances where all local restaurants are closed for the night, the Town will furnish a meal to the employee at the stated meal time to be eaten by the

employee on the job on the Town's time. The furnished meal will be from a mutually agreed upon location not to exceed \$10.00 per employee.

C. All overtime meal requests are subject to approval of the DPW Director, or his designee.

3. Article 19 – Uniforms & Protective Clothing

3rd Paragraph – change the first sentence so that for the life of the contract the amount to be paid annually says \$700.00. After the first sentence add:

“Work shirts shall have the Town of Upton insignia and “Upton Public Works” displayed on the left breast portion of the shirt. The vendor and insignia on the shirt will be mutually agreed upon by the Town and the Union. The Town will pay the initial cost of the design of the insignia on the shirts. Employees are generally expected to wear the shirts while on duty during regular and overtime hours worked.”

The existing second sentence and the rest of the paragraph remain the same and follow this new language.

4. Article 25 – Effective Date, Termination Date & Other

The parties agree to amend Sections #1 & 2 to provide for a contract period from July 1, 2015 through June 30 2018.

5. Article 29 – Medical Plans – add a new paragraph

Any employee who obtains health insurance elsewhere and does not use the Town's plan is eligible to receive up to \$1,500/year for an individual plan and \$3,000 for a family plan as outlined in the Town's Personnel By-law – Voluntary Opt-out Plan.

6. Article 30 – Longevity:

The longevity rates during the contract period will be:

10 Years of Service:	\$450.00
15 Years of Service	\$500.00
20 Years of Service	\$550.00
25 Years of Service	\$600.00

The rates for 30, 35 and 40 years will be removed from the contract.

7. Appendix A – Wages:

Wages will be adjusted in each year of the agreement in the following percentages:

a. July 1, 2015 – Two percent (2.0%).

- b. July 1, 2016 – Two percent (2.0%).
- c. July 1, 2017 – Two percent (2.0%).

There will be a new title added to the compensation matrix called “PFC Foreman which will be paid \$5.00 more per hour than the position entitled Parks w/Pesticide License.

Second to last paragraph in this section regarding the Working Foreman will be replaced with the following:

“In the absence of the Water/Wastewater Supervisor an employee from that division shall be assigned as the “working foreman” to perform the duties of that supervisor in the W/WW division. In the absence of the Highway Division Supervisor (beginning on March 1st through December 1st) an employee from that division shall be assigned as the “working Foreman” to perform the duties of that supervisor in the Highway division. When an employee is performing this role they will be paid an additional \$5.00 an hour. “In the absence of” will refer to the Supervisor being unavailable for four (4) hours or more. The employee to be assigned to this role will be selected through a process mutually agreed to by the Town and the Union.” The PFC Foreman will assume the responsibilities of Supervisor in the absence of the Highway Division Supervisor from December 2nd through February 28th with no additional increase in pay. In the absence of the Highway Division Supervisor and the PFC Foreman, the Working Foreman shall perform the duties of the Highway Supervisor and be paid an additional \$5.00 an hour.”

Add a new paragraph:

“An employee of the DPW who holds a license or certification above their job classification such as a C.D.L., hoisting license, water license, wastewater license, pesticide license” and is needed to perform tasks above their job classification will be paid the corresponding rate for a minimum of two hours or the length of time they perform that work, whichever is greater”.

Kenneth Bergen, for the Union
Dated:

Blythe C. Robinson, for the Town
Dated: