AGREEMENT

BETWEEN

THE

TOWN OF UPTON

AND

TRUCK DRIVERS UNION, LOCAL #170

DEPARTMENT OF PUBLIC WORKS HOURLY EMPLOYEES

JULY 1, 2015 – JUNE 30, 2018

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This Agreement entered into by the Town of Upton, hereinafter referred to as the Employer, and Truck Drivers Union, Local #170, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences.

ARTICLE 1 – RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for all full-time regular and part-time, drivers, heavy equipment operators and water/waste water operators employed for twenty (20) hours or more per week on a regularly scheduled basis by the Department of Public Works, Water/Waste Water and Highway Department as set forth on Appendix A attached hereto, as hereinafter described for the purpose of collective bargaining with respect to wages, hours and other conditions of employment.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 - UNION DUES AND INITIATION FEES

Although membership is not mandatory for Department of Public Works Water/Waste Water Division, Highway Division and Parks employees, benefits gained by the Union are accorded to all employees represented, therefore, all full and part-time employees will be required to pay either Union Dues or an Agency Service Fee within thirty (30) days upon becoming a full or part-time Department of Public Works Water/Waste Water, Highway or Parks employee. The Agency Service Fee shall be in an amount equal to Union dues less any amount paid by the Union to its national organization on a per capita basis for Union members and in any event will comply with the regulations of the Massachusetts Labor Relations Commission (G.L.c. 150E, s.12). The Union will not involve the Town in the enforcement of this paragraph and will indemnify and save the Town harmless from any claims arising hereunder.

Payroll deductions will be made for Union Dues, Credit Union and Agency Service Fees by the Town of Upton. Payments shall be deducted once a month with the written consent of each employee.

The Union shall assist the Town Treasurer by providing pertinent information and data regarding Union members and dues deduction.

The Town shall incur no liability for loss of monies after depositing the same as directed by the Union.

The Union assumes full responsibility for the disposition of money so deducted once it has been mailed to the Treasurer of the Union who will be required to provide such information to the Town Treasurer as required under the M.G.L. c180, Section 17G.

ARTICLE 3 - MANAGEMENT RIGHTS POLICIES AND WORK RULES

Nothing in this Agreement shall limit the Town in the exercise of its function of efficient management and in the direction and supervision of the Town's business. This includes, but is not limited to, the right to: determine the mission, budget and policy of departments, including adding or eliminating departments; determine the organization of departments, including number of employees, work functions and technology and methods of performing them; (establish rules, regulations, policies and procedures to guide the accomplishment of the Town's business) establish new jobs; abolish and change existing jobs; determine the numbers, types and grades of positions assigned to organizational units, work projects or work locations; establish job descriptions for each position; assign work and work to be performed; hire and promote employees; suspend, demote, discharge or take other disciplinary action against employees; transfer, temporarily reassign or detail employees to other shifts or duties for reasons of safety, emergency situations or change in work load; lay off employees due to lack of work or funds; determine standards of proficiency in work skills and physical fitness standards required for each position; establish or modify work schedules and shift schedules, including lunch and break periods, and the number and selection of employees to be assigned.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, including but not limited to, and by way of

example, assignment of work shifts whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver. This includes the exercise of all rights, powers and responsibilities that it has or may hereafter be granted by law, without such exercise is made the subject of a grievance or arbitration proceeding.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes.

The Town Personnel By-Law shall be incorporated into this Agreement by reference, with regard to those items not addressed in this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE – DISCIPLINE OR DISCHARGE

A grievance is a dispute, which may arise between the parties as to the application, meaning, interpretation or an expressed provision of this Agreement and shall be settled in the following manner. The grievance shall cite which article is alleged to have been violated.

Step 1. The employee shall take up the grievance orally with his immediate supervisor and/or designee within ten (10) working days of the occurrence, incident or when the employee should have reasonably known or had knowledge of the incident or the employee should have reasonably known (whichever is first), which gave rise to the grievance, who shall attempt to resolve this matter, consistent with his authority.

Step 2. If the grievance is not settled in Step 1, it shall be presented, in writing, to the department head within ten (10) working days after the immediate supervisor's response is due. The department head shall respond to the employee in writing within ten (10) working days.

Step 3. In the event the grievance has not been settled by the action of the Department Head, then it shall be presented in writing by the alleged grieved employee to the Town Manager within ten (10)

working days after the response of the department head is due. The Town Manager shall respond in writing within twenty (20) working days or as soon as reasonably possible unless extended in writing by both parties.

Step 4. In the event the grievance has not been settled by the action of the Town Manager, then it shall be presented in writing by the alleged grieved employee to the Board of Selectmen within ten (10) working days after the response of the Town Manager is due. The Board of Selectmen shall respond in writing within twenty (20) working days or as soon as reasonably possible unless extended in writing by both parties.

Step 5. If the grievance is still unsettled, the Union may, within fifteen (15) working days after the reply of the Board of Selectmen is due, by written notice to the Board of Selectmen, request arbitration.

The parties may by mutual agreement agree to extend the time limits in the above procedures.

The services of the State Board of Conciliation and Arbitration shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this Agreement as provided in Section 8, Chapter 150E, and General Laws of the Commonwealth of Massachusetts, as amended. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The expense, if any, for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record made.

The decision of the arbitrator shall be final and binding on both parties and appealed only pursuant to M.G.L. c.150C. The Arbitrator shall have no authority or jurisdiction to add to, delete from, alter, amend or modify this Agreement.

Discipline or Discharge:
The Town shall have the right at any time to adopt reasonable rules and regulations. All employees shall be subject to such rules and regulations. In

enforcing such rules and regulations, the Town has the right to discharge, discipline or suspend for cause only.

The form of discipline will include the following:

Step 1. Oral warning from Department Head to employee with Steward present.

Step 2. Written warning from Department Head to employee with copy to Steward, Town Manager, and Union Business Representative.

Step 3. Suspension with written notice routing as in (2) above.

Step 4. Discharge in writing as in (2) above.

The parties recognize that the gravity of any individual incident may require immediate action at any level in appropriate cases. The cause provisions of this Article may apply only to regular full-time and part-time employees.

ARTICLE 5 – SENIORITY

For the purpose of this Agreement, seniority shall be defined, as the length of continuous uninterrupted full time service within each department, within the Town of the employee in the bargaining unit shall determine the seniority of the employee. A seniority list shall be posted by the Town annually, and a copy sent to the Union.

Seniority shall be accrued by an employee after six (6) months probationary period at which time seniority shall be retroactive to the first day of employment with the Town.

Seniority shall govern or control within each department, in all cases of decrease or increase of the working force, as well as preference in choice of vacation period. Regular full-time and part-time employees who are laid off will be placed on the recall list for one (1) year, provided they maintain the qualifications to do the job as established by the Town. Employees will be on six (6) month probation in order to allow an opportunity to renew the necessary licenses for the job. Upon being recalled, an employee shall have fourteen (14) calendar days to accept re-employment.

ARTICLE 6 - HOURS OF WORK

The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

The workweek for DPW, Water/Waste Water, Highway and Parks employees shall consist of five (5) consecutive eight (8) hour days. At the discretion of the Board of Selectmen or their designee, certain employees may be granted authorization to work four (4) ten-hour work days. Part-time work shall be defined as an employee who works "Weekly" more than twenty (20) hours but less than forty (40) consecutively for fifty-two (52) weeks per year.

1 An employee called back to work shall receive, a minimum of four (4) hours pay at one and one-half (1½) time the employee's base hourly rate.

ARTICLE 7 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted except when an employee is qualified for promotion in a manner consistent with the Town of Upton's Personnel By-Laws. The position shall be awarded to the most reasonably qualified candidate whether due to an internal or external posting, consistent with the Town of Upton's Personnel By-Laws in a conspicuous place listing the pay, duties, shift and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Successful qualified internal D.P.W. employees will be awarded the position over external applicants. Qualified external applicants, if successful, shall be given a six (6) month probationary period in the new position at the applicable rate.

ARTICLE 8 – OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1½) times the regular rate of pay for work in excess of forty (40) hours in one (1) week.

Any employee called back to work after having completed his or her assigned work and left his or her place of employment, and before his or her next regularly scheduled starting time, shall be paid at the rate of one and

one-half (1½) times the regular base hourly rate of pay for all hours worked on recall, provided, however, for the first (1st) such period of recall only, the employee shall be entitled to a minimum of four (4) hours' pay at time and one-half (1½) unless the time blends with the start of the employee's shift. The employee so contacted by his supervisor must report promptly to his/her location unless a reasonable basis exists as to why the employee cannot report.

Employees shall receive time and one-half (1½) their regular base hourly rate of pay for hours worked on Sundays, unless Sunday is part of their regular five-day workweek, or paid holidays. Double 2X for Sunday work.

Employees who work overtime on a call-back, or who are called in to work on a scheduled day off, shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times the regular base hourly rate, except when the call-back time blends with the start of the employee's regular shift, i.e., there will be no "pyramiding" of overtime.

In the event that it becomes necessary to utilize personnel from other departments within the Town for work in a particular department, then the employees from the department, which normally does not perform such work, shall be released first as the workload lessens, unless public safety concerns as determined by the DPW Director or his/her assign.

The Employer may keep records in each department's time book of the overtime work, including refusals of overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward, with a person designated by the Employer.

Except in emergencies, as determined by the Department Head as defined in M.G.L. Chapter 39, Section 23A, overtime work shall be voluntary. Except that, if a Department Head is unable to fill his requirements, he shall be allowed to go outside the bargaining unit for additional manpower. There shall be no discrimination against any employee who declines to work voluntary overtime.

ARTICLE 9 - UNION REPRESENTATIVES

A written list of union stewards, (not more than one (1) from any department), shall be furnished timely to the Employer immediately after their designation and the Union shall notify the Employer in writing timely of any change.

The above shall be granted reasonable time off by the Department Head, during regularly scheduled working hours, to investigate and to settle grievances.

ARTICLE 10 - MEAL PERIODS

A. All employees shall be granted a meal period of a thirty (30) minute duration unpaid during each eight hour work shift.
B. 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.
C. 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.
D. All overtime meal requests are subject to approval of the DPW Director, or his designee.

ARTICLE 11 - REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift, in the AM. The rest period shall be scheduled at the middle of each one-half (1/2) shift, in the PM whenever this is feasible.

ARTICLE 12 – HOLIDAYS

The following eleven **(11)** days shall be considered to be paid legal holidays:

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

Memorial Day
Independence Day
Christmas Day

Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay, or the employee can choose to receive an additional day's pay.

Whenever any of the holidays listed above falls on a Saturday or on an employee's scheduled day off, the preceding Friday or the nearest scheduled workday for that employee shall be observed as the holiday.

When one of the foregoing holidays falls on a Sunday, the holiday will be observed the following Monday. When one of the foregoing falls on a Saturday, the holiday will be observed on the preceding Friday.

An employee must be in full pay status on the preceding and following scheduled workday of the holiday in order to qualify for overtime holiday pay.

Whenever it is practical without impairing the performance of any essential service in a Town department or project, employees should be excused from all duty during a legal holiday without loss of pay.

Whenever it is impractical to give time off on a legal holiday to a regular full-time employee, the employee may be given compensatory time off at the convenience of the Department Head. Otherwise, the employee will be paid at one and one half (1½) time for the hours worked on the holiday in addition to his regular pay for the day. Christmas, Thanksgiving and New Year's Day will be paid at the rate of double (2X) time in addition to their regular rate of pay for the day.

ARTICLE 13 – VACATIONS

Whenever possible, priority of selection of vacation period shall be based upon length of full-time service in the department of the Town: that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department, and shall be subject to the final approval of the Director of Public Works. It is the intent of this paragraph that the efficiency of the department be unimpaired by vacations and nothing

in this paragraph shall be construed as limiting the discretion of the Director of Public Works in setting up the schedule of vacations.

VACATION

Vacation time is earned on an accrual basis. The accrual rate is shown in the table below. Vacation hours are calculated using the following formula.

*(Regular Hours Worked) times (Accrual Rate Factor) equals Vacation Hours

Years of Service	Accrual Rate Factor	FT Hours	Vacation
Less than one	.0192	2080	40 Hours
One but less than five	.0385	2080	80 Hours
Five but less than ten	.0577	2080	120 Hours
Ten or more	.077	2080	160 Hours
Twenty or more	.0962	2080	200 Hours

Example: [employee of 1-5 years]: 1040 hours worked / year [20 hours per week] x 0.0385 = 40 hours.

Probationary employees will accrue vacation days but will not be allowed to use this benefit until it is earned, at the end of their probationary period.

All unused earned vacation time from the last year of the previous contract period (July 1, 2006 – June 30, 2009) shall be carried over to the first year of the new contract period (July 1, 2009 – June 30, 2012).

*Vacation and Sick hours are considered regular hours of work.

* Long term sick time and/or workers compensation injury time off are not to be considered as regular hours of work.

1. Employees are allowed to carry over up to thirty-days (30) of vacation into the following fiscal year with the recommendation of the Department Head and approval of the Hiring Authority. The Department Head should manage this situation to ensure the time is used within a reasonable time frame.

2. Vacation pay may be given in advance provided two weeks notice is given to the Town Accountant with approval of the Department Manager.

3. Any unused earned vacation time remaining at the time of an employee's termination, will be paid out in a lump-sum. The last day of actual work is the termination date for the employee. Employees may not add unused vacation days to their last day actually worked in order to postpone their termination date, whether for the purpose of accumulating more vacation time, prolonging insurance benefits or for any other purpose.

4. In the event the employee is on a 10 hour a day schedule, a vacation day shall be considered 10 hours.

5. All vacation requests must be must be submitted in writing.

6. Employees must give at least four (4) weeks notice to the Department Manager to be considered for vacation leave. Time frame may be waived with the approval of the Department Manager.

ARTICLE 14 - SICK LEAVE

1. All members of the Bargaining Unit shall earn sick leave at a rate of one and one half (1-1/2) days per month for a total of eighteen (18) days per year.

2. Sick leave may be accumulation from year to year for a total not to exceed forty (40) days.

3. Sick leave accumulation shall only be deducted for scheduled work shifts.

4. For periods of absence from work of three or more consecutive work shifts a Doctors certificate shall be required by the Department Manager.

Long Term Sick Pay

Any employee, when disabled by an accident or injury occurring outside of his or her employment is entitled to short-term disability insurance provided by the Town. The employee will be responsible for paying income taxes on the premium for his/her insurance. The employee will be required to provide medical documentation including diagnosis, prognosis and possible return to work date signed by a medical doctor. The specifics of the plan are:

1. During the first fifteen (15) calendar days of disability the employee will utilize his/her accumulated sick time.
2. After Step 1 the employee will be paid by the insurance company for up to 166 more calendar days. The employee will receive seventy percent (70%) of his/her weekly pay up to $1,000 per week on a tax free basis. The employee will be responsible for paying to the Town his/her share of any weekly deductions normally taken out of their pay.
3. The Town offers a Long Term Disability policy, which is 100% employee paid, provided a minimum number of employees participate as determined by the Insurance Company.

Workman's Compensation

Any employee, when disabled by an accident or injury arising out of his or her employment, is entitled to file for benefits under Workman's Compensation.

Any injury must be immediately reported to the superintendent, supervisor or DPW Director.

The report of injury shall be completed in triplicate and one (1) copy shall be retained in the employee's personnel file, one copy given to the employee, and one (1) copy forwarded to the Workman's Compensation agent for said Town of Upton as soon as practicable.

ARTICLE 15 - BEREAVEMENT/PERSONAL LEAVE

A. BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family, i.e. mother, father, sister, brother, spouse, son, daughter, mother-in-law, father-in-law, it is recognized that the employee may need time off to attend the funeral services. The Town will pay the employee up to three (3) days leave, at his/her regular straight time pay for eight (8) hours per day for such days of absence. This bereavement time off will be within the time of death and to the time of internment.

In the event of a death of an employee's grandparent, it is recognized that the employee may need time off to attend the funeral services. The Town will pay the employee one (1) day of pay at their regular rate of pay for eight (8) hours.

B. PERSONAL LEAVE

Application for such personal leave must be given to the Department head at least forty-eight (48) hours in advance of the date of such leave, a maximum of three (3) days with pay may be granted, except in an emergency. The approval of the hiring authority is required of the granting of same. The personal leave days hereunder shall be non cumulative.

ARTICLE 16 - JURY PAY

The Employer agrees to make up the difference in an employee's wages in accordance with M.G.L. 234A and shall be paid regular wages for the first three (3) days, or part thereof at the employee's regular straight time rate.

ARTICLE 17 - LEAVES OF ABSENCE

After one (1) year of continuous service, the Board of Selectmen for the Town of Upton and in its sole discretion may grant leaves of absence, but shall be without compensation. Leaves of absence of over thirty (30) days' duration shall be considered a break in employment and on return to work the employee shall have the status of a new employee, unless an extension of leave beyond thirty (30) days has been authorized by the Board of Selectmen in advance. The decision of the Town is not subject to the grievance procedure.

Employees on an unpaid leave of absence shall not be eligible to receive holiday, vacation, sick leave, personal or bereavement leave pay during the period of unpaid leave of absence. If the employee fails to return to full duty after the leave expires, it shall be a voluntary resignation effective the last day of the unpaid leave.

ARTICLE 18 - MILITARY TRAINING / LEAVE

An employee on temporary active duty will be reimbursed the difference between his base pay and his military pay, for a period not to exceed two (2) weeks and/or whatever provision is provided in M.G.L.

ARTICLE 19 - UNIFORMS AND PROTECTIVE CLOTHING

A. If any employee is required to wear protective clothing, or any type of protective device as a condition of employment as now provided, such protective clothing, foul weather gear or protective device shall be furnished by the Employer to the employee; the cost of maintaining such items in proper working condition shall be paid by the Employer.

All protective clothing shall remain at the DPW Garage or the Waste Water Treatment Plant when not in use during the workday.

Each full time employee shall be provided an annual clothing allowance of $700.00. 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 employee must submit timely receipts for clothing purchases, which will be used as a basis for reimbursement for the full cost of the purchase up to the amount allowed. Timeliness is considered within thirty (30) days of the purchase by the employee. This allowance is not retroactive.

The Employer agrees to provide all materials, equipment, tools and the licenses required to perform the duties assigned to the employees by this Agreement.

ARTICLE 20 - NO STRIKES/LOCKOUTS

It is understood and agreed that the services performed by the DPW Employees are essential to public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Upton. No employees shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union, with concurrence of Management, agrees to take positive affirmative steps with the DPW Employees concerned, and to hold meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference

or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lock out DPW Employees nor will it do anything to provoke interruptions of or prevent such continuity of performance, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 21 - HEALTH AND WELFARE

It is agreed that should any mandated changes occur in Federal or State statutes affecting health and welfare plans, this Agreement will be immediately reopened, at either party's request for negotiations on this subject, with any changes to be included in the next contract.

ARTICLE 22 – NONDISCRIMINATION CLAUSE

The parties to this Agreement agree that they shall not discriminate against members of the bargaining unit because of race, color, creed, religion, nationality, age, sex, marital status, political affiliation, Union membership or activity on behalf of the Union; nor shall the parties to this Agreement discriminate in regards to employment or conditions of employment or discriminate against any employee who has given testimony or taken part in any grievance procedures, or other hearings, negotiations or conferences for, or on behalf of, the Union. It is further agreed that neither party will foster or otherwise encourage any discrimination, and that they will mutually work toward a resolution of any discriminatory practices, if any, which are brought to their attention.

Nothing shall abridge the right of any duly authorized representatives of the Union from lawfully presenting the views of the Union to the public on issues which the welfare of its members, which would not include DPW operations or deployment. Nothing shall abridge the right of any duly authorized representative of the Board of Selectmen from lawfully presenting the views of management to the public on issues affecting management. Allegations of violations of this Article shall be processed only to the appropriate agency, i.e. complaints to the Massachusetts Labor Relations Commission or the Commission Against Discrimination (or court), where violations of the statute are involved.

ARTICLE 23 - CLASSIFICATION PLAN AND PAY RATES

In this Agreement and made part of it as Appendix A, shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title, job description, along with the wages for each position.

ARTICLE 24 - MISCELLANEOUS PROVISIONS

1. BULLETIN BOARD - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree it would be improper to post denunciatory or inflammatory written material on such bulletin boards. All such notices must be signed and dated by an officer of either the Union or the Employer.

2. Should any provisions of this Agreement be found to be in violation of any Federal or State law or civil service rule, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement, shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.

3. Access to Premises - the Employer agrees to permit representatives of the Truck Drivers Union Local #170 to enter the premises during normal business hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees and provided they notify the Department Head in advance.

4. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit, except that the Town may contract for work or services outside the scope of the bargaining agreement or as it has been done in the past.

5. Conformity to Law - Saving Clause - If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.

6. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

7. If an employee loses his/her required driver's license (CDL, etc.) the DPW Director may, but need not, permit such individual to work if, in such Director's discretion, and/or with the approval of the Board of Selectmen, there is work available for which said individual is qualified. This may be for such duration, as the Director deems appropriate. If the temporary work is in a lower classification, such lower pay grade will apply.

8. The Town will pay the license renewal fee of employees for all required licenses to include CDL Class B, Hydraulic Operator's license and all Water and Wastewater License renewals and upgrades issued by the Commonwealth of Massachusetts. Should an employee in a laborer classification qualify for a commercial driver's license (CDL) or a Hydraulic Operator's license, the Town will incur the expense. The Town will also incur the expense for any continuing education for water and wastewater employees required for total contact hours.

9. In the first payroll following the execution of this agreement all bargaining unit employees will receive a one-time payment for being prepared to plow snow in the amount of $200.00.

ARTICLE 25 - EFFECTIVE DATE, TERMINATION DATE AND OTHER

1. EFFECTIVE DATE: This Agreement shall be effective as of **July 1, 2015.** The execution of this Agreement by the authorized representatives of the Union and the Employer shall confirm the effective date hereof to be as of **July 1, 2015**. The salary section of this agreement shall be effective as of **July 1, 2015** and apply only to those on the payroll as of

the date of signing. All monetary value/costs of this agreement are conditional upon Town Meeting approval/funding appropriation.

2. TERMINATION: This Agreement will remain in effect until **June 30, 2018.** Or at such time as a new agreement is reached whichever is later. At the end of that fiscal year, either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails, to the responsible signatories, or their elected replacements, to this Agreement. In no case may a termination notice be sent less than thirty (30) days prior to the termination date herein agreed.

ARTICLE 26 - PERSONNEL FILE

Personnel Records: A copy of any written statement or report which is of positive or critical or unsatisfactory nature concerning an employee, made by a member of management or a designated supervisor, which is to be retained by the Employer in the employee's personal file, shall be shown to the employee, who shall certify and date in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report, shall certify and date in writing that the employee refused to sign the statement acknowledging this fact. If the employee is not available, (due to illness or absence), at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of the filing, but the employee shall be given the opportunity to read the report as soon as he/she is available thereafter.

The Employer reserves the right, to take any action in the Town's interest, based solely on such statement or report unless it appears in the file that, in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the report.

The employee shall be permitted to make a written rebuttal or explanation as to any such report, and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

ARTICLE 27 - AMERICANS WITH DISABILITIES ACT

As of July of 1992, all provisions of this Agreement must conform to the requirements of the Americans with Disabilities Act. The parties have attempted to assure that no part of this Agreement will result in unlawful discrimination. In keeping with the recommendation of the Report of the House Committee on Education and Labor (Report No. 101-485), the Employer shall take positive action necessary to comply with the Act, notwithstanding any discriminatory past practice or provision of this Agreement not in compliance with the Act, which, if maintained or enforced, could subject both the Employer and the Union to the penalty provisions of the ADA.

ARTICLE 28 - LIFE INSURANCE

Term Life Insurance in the amount of $20,000.00 for eligible employees is included as part of the Town's Benefit Plan.

ARTICLE 29 - MEDICAL PLANS

Regular full-time employees may voluntarily enroll in the Town's Group Medical Plan, which consists of a Health Maintenance Organization Plan and a Preferred Provider Plan (Indemnity). The Town will pay sixty (60%) percent of the health insurance premium and the employees will pay forty (40%) percent of the health insurance premium for the Indemnity Plan. The contribution rates for the Health Maintenance Organization plan will remain at seventy-five (75%) by the Town and twenty five (25%) by the employee.

Employees in part-time positions, who work at least twenty (20) hours regularly per week each week of the year, are also eligible for the Town's group medical plan.

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.

ARTICLE 30 - LONGEVITY PAYMENTS

Each full-time employee covered by the provisions of this Agreement shall receive a longevity payment to be paid in a lump sum during the next full pay period following July 1st of each year, such payment to be based on the number of consecutive years of full-time service to the Town in positions covered by this bargaining unit, in accordance with the following schedule.

10 years of service	$ 450.00
15 years of service	$ 500.00
20 years of service	$ 550.00
25 years of service	$ 600.00

For purposes of this Article, consecutive years of service shall mean the length of an employee's uninterrupted service in years in the employ of the Town of Upton and in positions included within the bargaining unit. Unpaid, approved leaves of absence shall not be considered as breaks in said consecutive years of service; however, only years, months or days spent on paid leaves of absence shall be included in the computation of consecutive years of service.

This Agreement signed this 7th day of June, 2016.

TOWN OF UPTON
BOARD OF SELECTMEN

James A. Brochu, Chairman

Robert J. Fleming, Member

Gary Daugherty, Member

TEAMSTERS LOCAL 170

APPENDIX A

WAGES

New employees hired after the signing of this Agreement and during their six (6) month probationary period will be paid at the minimum rate.

If after the completion of their probationary period they are offered regular full-time employment with the Town of Upton, they will be moved to the current rate of pay that applies to their classification.

Cross training will be provided at the discretion of the Board of Selectmen or their designee.

Hourly Compensation Matrix

Employee Wage Category	FY 2015	FY 2016 (2.0%)	FY 2017 (2.0%)	FY 2018 (2.0%)
Highway Laborer or W/WW Apprentice	$18.73	$19.10*	$19.49	$19.88
Driver/Laborer/Parks	$21.65	$22.08	$22.52	$22.98
Parks w/Pesticide License	$24.15	$24.63	$25.13	$25.63
PFC Foreman		$29.73	$30.33	$30.93
Wastewater Operator	$24.15	$24.63	$25.13	$25.63
Water/Wastewater w/4M, T1 & D1	$25.41	$25.92	$26.44	$26.97
Water/Wastewater w/4M, T1, D1 & D2	$26.19	$26.71	$27.25	$27.79
Water/Wastewater w/5C, T1 & D2	$26.97	$27.51	$28.06	$28.62
Fully Qualified Water Wastewater Operator	$27.82	$28.38	$28.94	$29.52
Mechanic/Heavy Equipment Operator	$28.16	$28.72	$29.30	$29.88

* In the water/wastewater division an apprentice will work towards becoming a fully licensed water/wastewater operator. In that process each water license will be worth .65 cents (T1, D1, and D2) and each wastewater license up to 4M will be equal to $1.30, and with the last of the licenses

obtained an additional .01 cents so that three water licenses are worth $1.96 and four wastewater licenses are worth $5.21. The classification of Laborer only in Highway will mean that the employee has no licenses beyond a regular driver's license.

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

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.

Up to two persons in the Water/Wastewater division will receive an additional .75 cents/hour if they have successfully obtained and maintain a Backflow License.