

COLLECTIVE BARGINING AGREEMENT

Between

TOWN OF ATHOL, MASSACHUSETTS

And

THE GOVERNMENT EMPLOYEES UNION

(Public Works)

JULY 1, 2015 – JUNE 30, 2016

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ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1. The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for all full-time employees of the Department of Public Works, Town of Athol, excluding the Commissioners, any Assistant Commissioners or clerical employees, temporary employees, transfer station employees, administrative staff, Supervisors, Professionals and any other employees of the Town of Athol.

Section 2. Any reference herein to the Town, or the Municipal Employer, Superintendent of Public Works (Superintendent) or Town Manager shall refer to the Town of Athol and any reference herein to the Union shall refer to the Government Employees Union and to Local 6 thereof.

An employee must make an election of remedies whenever there is any allegation of discrimination, such complaint may be brought before the appropriate administrative agency or court, or as a grievance under this contract, may not be brought up in more than one forum.

Section 3. The Town and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union, his/her race, religion, creed, color, national origin or sexual orientation.

ARTICLE 2 - EMPLOYEE RIGHTS AND REPRESENTATION

Section 1. Employees have and shall be protected in the exercise of the right, without fear of penalty or reprisal, to join and assist the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union officer or representative or otherwise and including the right to present Union views and positions to the public and to officials of the Town. Without limiting the foregoing, the Town agrees that it will not aid, promote or finance any labor group or organization, which would violate any rights of the Union. No official or agent of the Town shall:

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1. Interfere with the formation, existence, operations or administration of the Union.
2. Discriminate against an employee because he has given testimony, taken part in any grievance procedures or other hearing, negotiation, or conferences for or in behalf of the Union or any employee.
3. Refuse to meet, negotiate or confirm proper matters with officers or representatives of the Union as set forth in this Agreement.

Section 2. The Superintendent may grant reasonable time during working hours to settle complaints or grievances provided that the proper Union officials shall first request permission from his/her Working Forman. Permission may be withheld by the Superintendent because of operation requirements, but such permission may not be withheld for more than twenty-four (24) hours. Internal Union affairs of the local shall not be pursued during normal working hours.

Section 3. The Union shall keep the Employer informed of any changes in the roster of officers or representatives.

ARTICLE 3 - SICK LEAVE

Section 1. The Town agrees that each employee covered by this Agreement shall accrue fifteen (15) days a year for sick leave, and such sick leave shall have an unlimited accumulation to be available to the employee for use in any subsequent year. Employees, working full time (40 hours per week) shall accrue ten (10) hours per month, credit will occur on the last day of each month. Sick leave may be used in whole hours. For new employees accumulation of the first six months will be credited at the end of the sixth month.

Section 2. A.) Workers' Compensation may be supplemented with sick leave to equal the employee's weekly pay.

B.) Employees shall be allowed to use sick leave to care for an immediate family member as described in Article 20, who they are the care giver for (the DPW Superintendent must be notified when an employee is a care giver) or a member of the employees' household.

C.) Leave of absence may be granted in writing by the Town Manager.

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Section 3. Each employee must notify his or her department head by 7:00 AM. on the workday on which the absence occurs.

Section 4. Verification of sickness by a physician may be required if considered necessary by the Superintendent of Public Works. If such verification is not filed after request thereof, such absence may be applied, at the discretion of the superintendent of Public works, to vacation time or leave without pay. The Superintendent may take the following disciplinary steps for the failure to provide verification of sickness by a physician, 1) issue a written warning 2) suspend the employee for up to three days 3) termination: disciplinary action will stop upon the employees compliance with the superintendent's request and the employees file will be purged of all notices after three months of no further disciplinary action.

Section 5. All employees will be required to have a telephone and the number will be on file with the Department of Public Works Superintendent.

Section 6. Payback for unused sick leave for each Employee will be 50% upon retirement or death, (in case of death benefit will be paid to the beneficiary on file) for a maximum of three hundred (300) days for employees hired prior to July 1, 2009 and a maximum of two hundred and sixty (260) days for employees on or after July 1, 2009. The cap is for payback purposes only.

Section 7. Public work employees may participate in a sick time "buyback" program. An employee must meet the following criteria to participate:

1. Have accumulated Sixty (60) sick days;
2. Maintain at least accumulated sick day balance of Sixty (60) sick days;
3. Sick day(s) shall be bought back at the employee's prevailing base wage rate;
4. Employees may exercise this option, if qualified, in June of the respective fiscal year;

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5. Employee who use:

<u>Buyback</u>	
<u>Used Sick Days</u>	<u>Days Allowed</u>
0	5
1	4
2	3
3	2
4	1
5	0

The Superintendent must approve any sick time buyback.

ARTICLE 4- SENIORITY

Section 1. Recall and Layoffs shall be based on seniority and qualifications. Seniority shall mean length of continuous permanent full-time service within the local union or the Department of Public Works of the Town of Athol. Qualifications shall mean licenses and endorsements.

Section 2. Standard for promotions shall be qualifications and Seniority. Seniority shall be defined as seniority within the division of a department. The job shall be awarded to the senior most qualified applicant within the Highway, Water, Sewer, Sewage Treatment Plant, and Cemetery/ Park/Tree/ Departments. The successful applicant shall be given a minimum of thirty (30) working days and maximum of ninety (90) working days trial and training period in the new positions. The applicant shall maintain his/her current rate of pay for the first thirty (30) working days and shall receive the applicable rate of pay for the remaining trial and training period.

If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, the employee shall be returned to his/her old position and rate. Any employee who transfers to another department or is promoted within his or her department may return to his or her previous position within thirty (30) working days without loss of seniority in that department. This shall not preclude, however, the right of the Town to hire outside the Department if in its judgment there is no employee who is qualified to fill the position, so long as employees are given at least thirty (30) working days to get any required license(s); or until all are asked to be trained for the position; pursuant to the application of the above conditions, the decision of the Superintendent shall be final.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Complaints which arise between one (1) or more employees and the employer concerning the application or interpretation of the terms of this Agreement, are defined as grievances and may be processed as grievances under this Agreement.

Section 2. Grievances which must specify which provision of the contract was allegedly violated, by whom and when, and shall also specify the remedy requested, shall be processed as follows:

Step 1 The employee, with or without his steward, shall present the grievance orally to the employee's supervisor within three (3) working days of its occurrence. The supervisor shall attempt to address the grievance informally. A settlement of the dispute at this level shall not establish precedent for the resolution of other or similar problems between the employee and his immediate supervisor.

Step 2 If a grievance is not settled at Step 1, it may be presented to the Superintendent or his designated representative, provided that it is reduced to writing and signed by the aggrieved employee or employees, and presented to the Superintendent within ten (10) calendar days after the occurrence of the grievance by the aggrieved employee and his union representative(s). A meeting between the Superintendent and/or the designated representative, a representative of the Union and the aggrieved employee or employees, shall be held within seven (7) calendar days after the receipt by the Superintendent or his designee who shall attempt to resolve the grievance to the satisfaction of the parties involved.

Step 3 If the grievance is not resolved at Step 2, the aggrieved employee may request the Union to present the grievance to the Town Manager, and/or His/Her designated representative provided, however, that the grievance has been presented in writing within ten (10) calendar days next following the date of the meeting with the Superintendent. Town Manager, and/or His/Her designated representative, shall meet with the Union Representative and the aggrieved employee to discuss and attempt to resolve the grievance.

Step 4 If a grievance is not resolved at the Step 3 level within fifteen (15) calendar days from the date of presentation at the Step 3 level, the aggrieved employee may request the Union to submit the grievance to Arbitration, provided that such submission to Arbitration must be made within sixty (60) calendar days, written notice of said submission must be given to the Employer, by the Union by delivery in hand, or certified mail.

Section 3. The Arbitration shall take place before the Massachusetts Board of Conciliation and Arbitration. Expenses for the arbitration shall be shared equally by the parties.

Section 4. Any grievance in process under such procedure shall also be deemed to have been waived if the action required to process the said grievance to the next step in the procedure by the Union shall not have been taken within the times specified therefore above.

Section 5. The Arbitrator shall have the authority to settle only grievances defined herein. Any grievances appealed to an arbitrator over which he shall have no power to rule shall be referred back to the parties without decision concerning such a matter. The Arbitrator shall be without power to make any decision in conflict with the laws of the Commonwealth of Massachusetts or render a decision that would change any of the Articles in this Agreement. The decision of the Arbitrator shall be advisory only, however, both parties will seriously weigh his/her decision in reaching a settlement of the grievance.

ARTICLE 6 - BULLETIN BOARDS

The Town agrees to provide space for bulletin boards located in various departments of the Department of Public Works, to be used exclusively by the Union for posting notices.

ARTICLE 7 - HOURS OF WORK

Section 1. The normal work hours for all employees covered by this Agreement shall be eight (8) hours in a day and forty (40) hours in a week. Employees shall not be required to work in excess of said hours, except for snowstorms, funerals and other situations which are an emergency or cause of hazard to health or safety of the Town in the opinion of the Superintendent or the Town Manager.

Section 2. All employees shall normally work five (5) consecutive days (Monday - Friday), followed by two (2) consecutive days off. Hours of work shall be as follows: 6:45 A.M. to 2:45 P.M., with a paid fifteen (15) minute coffee break in the morning and a paid fifteen (15) minute lunch break starting at 11:45 A.M.

Section 3. Regular schedules or tours of duty for employees shall not be changed without first notifying the employees and the Union at least fourteen (14) days in advance except in emergency situations or where the health or safety of the citizens of the Town require it in the opinion of the Superintendent or the Board of Public Works.

Section 4. The Town reserves the right to assign overtime work as it shall judge to be in the best interest of the Town in the event of emergency or other circumstance requiring unplanned overtime work.

ARTICLE 8 - OVERTIME

Section 1. Overtime shall continue to be observed as it is presently in effect.

Section 2. Employees required reporting for duty after the scheduled work shift but prior to 5:00 A.M. will receive a minimum of four (4) hours pay at the regular rate. Employees required to report to work at 5:00 A.M. or prior to 6:45 A.M. will be compensated at the rate of one and one-half (1-1/2) for that hour.

Section 3. Overtime will be fairly and equally distributed by divisions (e.g., highway, parks, water, sewer and cemetery/tree) within the Department of Public Works to all employees covered by this Agreement and qualified to do the work performed.

The Town agrees to keep an updated overtime roster, which will be available for employees and union officers to view in regards to the fair distribution of overtime. This roster will be available on request and will serve to rectify any problem concerning the fair and equal distribution of overtime. The roster will be updated weekly.

Section 4. An employee who continues to work two (2) hours continuous beyond a regular shift will receive a thirty (30) minute paid lunch period, if the employee will be required to return to work, and every four (4) hours thereafter the employee will receive a thirty (30) minute break. For this lunch period an employee may go to restaurant and eat (staggered breaks).

Section 5. When an employee is in to work overtime (whether scheduled or not), the employee will receive a paid thirty (30) break after every four (4) hours of work until work time has ended. A thirty (30) minute break will be given prior to the start of a regular work shift or as agreed at the finish of a project. If a break is not taken, the employee will notify the foreman who will provide documentation using a Town form. An employee may go to a restaurant and eat (staggered breaks).

Section 6. Alarms answered from home through a computer, the employee will be paid 2 hours call in. If an alarm cannot be corrected from home and the employee must report to work, time will have started from the alarm notification using a Town time correction form. The Town shall pay for no more than five (5) call backs within a calendar day.

ARTICLE 9 - HOLIDAYS

Section 1. Any employee who is required to work on January 1; Martin Luther King Day; Presidents' Day; Patriots Day; Memorial Day; July 4; Labor Day; Columbus Day; and November 11 or on the day when any such holiday is celebrated on a Monday, in accordance with the Laws of the Commonwealth, shall be granted in addition to his/her regular compensation for such days additional compensation at one and one half (1-1/2) times hourly rate of pay for each additional hour he/she works, providing the employee works the day before and the day after the recognized holiday. Any employee required to work on Christmas Day or Thanksgiving Day will receive, in addition to his/her regular compensation, additional compensation at the rate of two (2) times his/her hourly rate of pay for each hour worked.

If a holiday should fall on a Saturday, the Friday before will be taken off in lieu of holiday pay. If an employee is required to work on Friday before a Saturday holiday, he/she will receive an additional eight (8) hours of pay for Saturday.

Section 2. The Town agrees that each full time employee (working forty, (40) hours per week) will receive twenty-four (24) hours of personal time, each fiscal year, to be used at the discretion of the employee and will be considered as additional holiday time. These are subject to twenty-four (24) hour approval of the Superintendent. In case of emergency, subject to approval of the D.P.W Superintendent or his designee, the employee may take up to one eight (8) hours continuous personal hours with no prior notice except that call-in will be required. All employees must complete one year of continuous service to be eligible for personal hours. Newly hired employees (after July 1, 2009) shall receive this benefit pro-rated, to the hour on his/her anniversary date for the remainder of the fiscal year. This time may be used in whole hour increments. Personal hours may not be carried over/forward into the next year, except at the discretion of the Town Manager.

ARTICLE 10 - VACATIONS

Section 1. The Town agrees that only one (1) week's notice will be necessary before taking vacation. However, vacation shall be subject to approval of the immediate foreman. The one (1) week notice may be waived by the immediate supervisor after notification with the Superintendent or his designee. In the event an employee feels that vacation is being unreasonably withheld, the employee may appeal to the Superintendent or his designee whose decision shall be final.

Section 2. By agreement in writing, with the Superintendent or his designee, vacation time may be worked and the employee paid such vacation time in addition to his/her regular pay.

Section 3. The following vacation plan shall be established:

One (1) year through Four (4) years of continuous service, Ten (10) days vacation.

Five (5) years to Nine (9) years of continuous service, Fifteen (15) days vacation.

Ten (10) years to Fourteen (14) years of continuous service, Twenty (20) days vacation.

Fifteen (15) years to Nineteen (19) years of continuous service, Twenty-five (25) days vacation.

Twenty (20) years or more of continuous service, Thirty (30) days vacation.

Vacation time will accrue monthly according to years of service, in hours. Credit will occur on the last day of each month. Vacation time may be used in whole hour increments. An employee may accumulate vacation not to exceed ten (10) days over their scheduled amount. Quarterly accrued time sheets will be distributed.

Section 4. New employees will be granted five (5) days for vacation after six months probation. Monthly accumulation shall begin after six months. Credit for the first six months shall be given at the end of the sixth month.

ARTICLE 11 - MANAGEMENT RIGHTS

The Town of Athol shall not be limited in any way in the exercise of the functions of Municipal Management or government and shall have retained and reserved unto itself all the powers, authority and prerogatives of Municipal Management of government without bargaining with the union, including, but not limited to, the following:

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- (1) the operation and direction of the affairs of the Department of Public Works in all of their various aspects;
- (2) the determination of the level of services to be provided;
- (3) the command, direction, control, supervision and evaluation of employees;
- (4) the establishment and determination of employee classifications;
- (5) the establishment, determination and interpretation of job descriptions;
- (6) the planning, determination, direction and control of all the operations and services of the Department (and their units and programs);
- (7) the increase, diminishment, change or discontinuation of operations or units in whole or in part;
- (8) the institution of technological changes or the revising of processes, systems or equipment;
- (9) the subcontracting of work; the alteration, addition or elimination of existing methods, equipment, facilities or programs;
- (10) the determination of methods, means, location, organization, number and training of personnel of the Department, or its units or programs;
- (11) the assignment and transfer of employees;
- (12) the scheduling, assignment and enforcement of working hours except as specifically provided by the Agreement;
- (13) the establishment, modification and alteration of shifts;
- (14) the determination and alteration of the number of employees assigned to shifts, units, tasks, duties or equipment;
- (15) the scheduling and assigning of leaves;
- (16) the assignment of mandatory overtime;
- (17) the determination of whether employees (if any) in a classification are to be called in for work at times other than their regularly scheduled hours and the determination of the classification and number of employees to be so called;
- (18) the determination of whether goods should be made, leased, contracted or purchased on either a temporary or permanent basis;
- (19) the hiring, appointment and promotion of employees;
- (20) the use and employment of temporary employees;
- (21) the layoff or relief of employees due to lack of funds or of work, or in the incapacity to perform duties or for any other reason;

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- (22) the making, implementation, amendment and enforcement of such rules, regulations, and safety, operating and administrative procedures from time to time as the Town deems necessary;
- (23) the appropriation of funds; except in the extent that there is a conflict between the management rights and a provision of an Article of the agreement, in which case the provisions of the Agreement shall apply.

During a bona fide public emergency the Town of Athol will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of the Agreement.

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 but only after prior negotiation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives. This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an employee's training and ability, regardless of whether the exact duty is listed in a written job description. Prior to making a change in job descriptions the Town will provide a copy to the Union and, the Union may insist on negotiating to the point of agreement or impasse as required by law.

ARTICLE 12 - NO STRIKE

The Union agrees that during the term of its Agreement neither it nor any of its officers or members will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass resignation or mass absenteeism, which would involve suspension of the normal work of the Department or other Town Departments. In the event that the Union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties.

ARTICLE 13 - JURY DUTY

Employees required to serve on jury duty shall be paid the difference between the amount they receive for said duty and their regular straight time pay. If the employee is released prior to 12:00 noon on any day he/she serves on the jury, he/she will report back to work.

ARTICLE 14 - MILITARY LEAVE

An employee who is called to duty with the military service shall receive such pay as in Jury Duty, not to exceed seventeen (17) days.

ARTICLE 15 - UNION DUES

The Union dues of employees covered by this Agreement shall be deducted weekly from the wages of each employee who has signed an authorization form provided by the Union and presented to the Treasurer of the Town in accordance with the provisions of Section 17 A of Chapter 130 of the General Laws.

Bargaining unit members who are not members of the Union must pay an agency service fee to the Union. The Union will not involve the Town in anyway in the collection of such agency fee and will indemnify and save the Town harmless from any involvement under this Article. The Union is free to use the courts to collect any fee, so long as it complies with the regulations concerning Agency Service Fees promulgated by the Labor Relations Commission pursuant to M.G.L. c. 150E, § 12.

The Treasurer shall transmit all dues deducted and an up-to-date listing from the payroll section of all employees, to the Treasurer of the Union each month in care of:

Treasurer
IUPE
P.O. Box 85
North Chemsford, MA 01826

ARTICLE 16 - WAGES

Section 1. Wages for the duration of this contract shall be paid according to Appendix "A" attached hereto.

Wage increases for the duration of this contract shall be:

- (1) The first year shall be one percent (1.00 %) effective July 1, 2015;
- (2)
- (3)

This section will be reopened if another union receives higher wage compensation.

Section 2. Employees required to work an eight (8) hour shift outside the normal shift for that department will be paid a shift differential of 10% of their hourly wage. Time worked over 8 hours will be paid at the rate of one and one half (1-1/2) times this adjusted rate.

Section 3. The Town agrees that paychecks shall be sealed.

Section 4. The Town agrees to maintain deductions to the State Deferred Compensation Plan.

ARTICLE 17 - CLOTHING/BOOT ALLOWANCE

Section 1. The Town of Athol will provide mandatory uniforms that must be worn (unless not returned from the cleaners) by the members of the Department of Public works employees: Eleven (11) sets (five (5) clean delivered, five (5) soiled picked up, one (1) employee wears), two (2) jackets, lockers for storage. However, the sets of uniforms for the two mechanics at the highway division will be thirteen (13). During warm weather tee shirts may be worn and during cold weather sweatshirts may be worn over the uniform shirt. During the period of June 15 to September 15 shorts may be worn by the C/P/T when mowing grass. The Town of Athol will not pay for or provide said shorts, but will have approval over the type. The Town of Athol is not responsible for providing sweatshirts or tee shirts, but reserves the right to provide sweatshirts and/or tee shirts with the Town of Athol logo on them. If the Town of Athol provides said sweatshirts and/or tee shirts those must be worn.

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After three month of continuous service employees will be entitled to said mandatory uniforms provided by the town. New hires or employees with less than three (3) months of continuous service shall be either [1] report to work in civilian work clothes as determined and approved by the Superintendent or [2] be provided uniforms at the employees expense.

Section 2. The boot/work shoe reimbursement for members of the Department of Public Works Bargaining Unit shall be one hundred and fifty (\$150.00) dollars per year for each year of the contract. The boot/work shoe reimbursement will be paid on the first payday after July 1st.

An employee's receipt is not required for reimbursement, unless in management's discretion an employee who does not have proper foot wear may be required to submit a receipt to receive reimbursement.

Section 3. The Superintendent of Public Works shall keep records of the clothing allowance fund, for the employees covered under this Agreement, and shall oversee the clothing allowance.

Section 4. All Protective Clothing such as hard hats, rain suits, rubber boots and work gloves shall be supplied and replaced, as necessary, at the expense of the Town. Employees will be required to return originally issued equipment prior to replacement, and upon their resignation, retirement or termination.

ARTICLE 18 - MISCELLANEOUS

Section 1. The Town agrees that after successful completion of the probation period of six (6) months, a temporary employee will become permanent.

Section 2. The Town agrees to have a first-aid kit available to each division.

Section 3. The Town agrees to reimburse for the renewal cost of hoisting licenses. This is to mean license renewal fee and the required training contact fee. Wages while training.

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Section 4. All job openings in the D.P.W. will be posted in each department. Consideration for filling these openings will first be given to present employees applying for these jobs starting with the most senior qualified applicant in the division in which the opening occurs.

Section 5. The Town agrees to deduct Union Dues and Blue Cross/Blue Shield or any other Insurance payment weekly.

Section 6. The Town agrees that a former employee who quits his/her job will not be rehired at an increased rate within a period of less than six (6) months.

Section 7. The Town will reimburse employees who are required and authorized to use their own vehicles for Town business at the same mileage rate the Town pays from time to time to its non-union employees.

Section 8. The Town agrees that the Town by-laws, Chapter IX Administration and Personnel, will prevail except where specifically changed or modified by this Agreement.

Section 9. The Town agrees that a fifteen (15) minute coffee break will be granted each morning. One man will be designated to go for the refreshments and employees will consume such refreshments on the job if the site of the nearest restaurant exceeds one (1) mile from the job site.

Section 10. The Town agrees that any employee who is required to perform work in a higher classification will be paid the hourly rate of the higher classification congruent with the years of service obtained by the employee in his/her current job classification. The employee will be compensated at the higher classification rate at a minimum of four (4) hours. (In Example)

1. If the water/sewer foreman and the utility foreman are both out of work, the senior skilled worker of the division will be paid the utility foreman rate per hour.
2. If the water/sewer foreman and the WWTP chief operator are out, the water /wastewater technician assigned to the plant is paid the chief operator rate of pay per hour.
3. If the WWPT chief operator and the waste/water technician are both out, the wastewater operator will be paid the water/wastewater technician rate of pay per hour.

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4. If the highway foreman and the assistant foreman are both out, the senior skilled worker in that division will be paid the assistant foreman rate of pay per hour.
5. If the cemetery/park/tree foreman is out, the senior skilled worker will be paid the foreman's rate per hour.

Any training required to perform work in a higher classification will be compensated at the employee's current rate of pay. The Superintendent on recommendation from employee's respective working foreman will be responsible to determine the necessary training required.

Section 11. During winter operations every reasonable effort to have minimum of two employees conduct sanding and snow removal operations, which occur after dark.

Section 12. Any costs for a CDL physical exam not covered by an employee's health insurance will be reimbursed by the Town.

Section 13. The Town will not change the current practice of compensating Water and Wastewater Operators for securing and/or maintaining certifications required as part of their job descriptions. The total allowable contact hours are not to exceed 25 hours in any two (2) year renewal period. The superintendent need not exceed his budget. He may deny any request, so long as he is not arbitrary in doing so. If any operator feels that they are being arbitrarily denied contact hours necessary to maintain required licenses, they may appeal to the Town Manager, who will be the sole judge of the validity of the request and of the departments' ability to fund it. To mean twenty-five (25) hours for water license(s) and a separate twenty-five (25) hours for waste water license(s) for each renewal period.

Section 14. The Highway, Water and Sewer, Water/Sewer Utility and Cemetery Park and Tree Working Foremen are required to take calls at home and to call in the appropriate staff to handle emergencies. They will as full compensation for these required tasks take a town vehicle with a radio home each night, provided they live within fifteen (15) miles of the Town of Athol town line. The vehicle shall not be used for private use. Unless approved by the Superintendent or his designee, only town employees are authorized to ride in town vehicles.

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Section 15. The Town agrees to pay for initial Herbicide Applicators License and pay any required TCH's and fees for renewal for those employees that are mandated to have these licenses and TCH's for their employment. These employees shall receive compensation in the following manner:

A stipend of \$400.00, July 1, 2015

A stipend of \$

A stipend of \$

Section 16. The DPW Mechanic shall schedule and maintain the police cruisers, the Animal Control Officer vehicle, the smaller Fire Department vehicles, Town Ambulances and the Board of Health vehicle. This maintenance shall include oil changes, lamp replacements, wiper replacements, etc. The maintenance on DPW vehicles shall take priority. Should the mechanic not have time to schedule this maintenance, other arrangements may be made. The DPW Mechanic shall receive compensation in the following manner:

A stipend of \$450.00, July 1, 2015

A stipend of \$

A stipend of \$

Section 17. The Town agrees to provide a cell phone to (1) the Water and Sewer Foreman and (2) the Chief Wastewater Operator. These can be given to any employee in these departments per week. It shall be the responsibility of the employee carrying the cell phone to respond to calls or alarms or to find an employee to respond in a timely manner. The compensation for having the cell phone is \$125.00 per week.

Section 18. The Town agrees that skilled water distribution operators and wastewater treatment operators who become certified to the grade of the facility their hourly rate will be increased by twenty cents or one grade lower their hourly rate will be increased by ten cents.

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ARTICLE 19 - LONGEVITY

The following longevity plan shall be effective:	2015	201	201
Five (5) years continuous service	\$650.00	\$	\$
Ten (10) years continuous service	\$700.00	\$	\$
Fifteen (15) years continuous service	\$750.00	\$	\$
Twenty (20) years continuous service	\$800.00	\$	\$
Twenty-five (25) years of continuous service	\$850.00	\$	\$
Thirty (30) years of continuous service	\$900.00	\$	\$

The above longevity plan shall be paid to members of the D.P.W. entitled to same on the first payday in December, using the employee's date of hire during the calendar year as the continuous service date, meaning and intending employees hired during the month of December are eligible for longevity pay during their respective continuous service year.

ARTICLE 20 - BEREAVEMENT LEAVE

Section 1. An employee shall be granted up to three (3) days by his/her department head as excused absence with pay to handle matters related to death of a spouse, mother, father, sister, brother, child, grandmother, grandfather, mother-in-law, father-in-law, grandmother-in-law, grandfather-in-law and brother-in-law and sister-in-law.

ARTICLE 21 - GRADE CHANGES

Section 1. Employees hired at the semi-skilled grade may request a grade change to skilled after three (3) years of continuous service. The employee shall have:

1. All required licenses and endorsements;
2. The ability to operate equipment;
3. Any disciplinary actions in his/her personnel file shall be taken into consideration.

The request shall be in writing and presented to the Superintendent with or without recommendation. The superintendent shall make a written recommendation. If the Superintendent approves of the request, he/she shall forward his/her recommendation to the Town Manager for approval. The Superintendent shall provide a copy of his/her recommendation to the requesting party.

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Section 2. Employees involved in advancing grade changes may only be required to take no more than one wage step from his/her present wage step in the new grade level. For example; an employee who is presently in semiskilled grade - step 3 who changes grade to Skilled may only go back as far as wage step 2.

Section 3. Town Manager approval is required for all grade and step changes.

ARTICLE 22 - DRUG TESTING

In the event the law requiring employees with a CDL to participate in a drug testing program is repealed or no longer applicable to members of this bargaining unit, the following will apply:

- A. **Probationary Employees.** Employees may be tested once during the probationary period at such times as may be determined by management.

- B. **Absence from Duty.** An employee who is absent from duty for more than thirty (30) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once prior to or within the first fourteen (14) calendar days after his return to active duty.

- C. **Serious Incidents.** An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested once after the incident.

- D. **Career Assignments.** An employee may be tested upon his assignment to a safety sensitive position and then once annually thereafter while he holds the position. The Union will not discourage or interfere with an employee's seeking one of these positions. The employer will not make an appointment in bad faith as a pretext for testing an employee.

E. **Reasonable Suspicion.** An employee may be tested once after a determination by the Department Head or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of alcohol or drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information or objective facts obtained by the department and the rational inferences which may be drawn from those facts. The information, the degree of corroboration, the results of the investigation or injury and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

F. **Procedures.**

1. Hair samples or urine samples (or blood samples when requested by the employee) will be taken from an employee or a prospective employee according to directions provided by the testing facility. The sample will either be hand delivered to the testing facility or it will be mailed via overnight courier service such as provided by Federal Express.

2. The laboratory selected to conduct the analysis must be experienced and capable of quality control, documentation, chain of custody, technical, expertise and demonstrated proficiency in radio immunoassay testing. Technicians performing the tests must be available for testifying regarding test results, if required. (Only a laboratory which has been properly licensed or certified by the state in which it is located to perform such tests will be used.) The testing standards employed by the laboratory shall be in compliance with the Scientific and Technical Guidelines for Drug Testing Programs, authored by the Federal Department of Health and Human Services, initially published on February 13, 1987, and as updated.

3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.

Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician. Any disclosure will be kept confidential with tester.

4. Test results will be made available to the employee as soon as they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.

COLLECTIVE BARGAINING AGREEMENT

5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. The employees will be accompanied by an individual from the Town assigned to supervise the taking of the sample and responsible for proper conduct and uniform procedures of the sampling process. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify department documentation that the coded identification on the testing sample corresponds with the assigned test code identification.

6. The employee to be tested will be notified of the test requirement a reasonable time before testing and when blood or urine samples are to be taken, shall report to the designated location in town at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample. Hair samples may be taken at the place of employment.

7. The department will designate to the testing facility the specific drugs for which the sample is to be analyzed. The testing facility will report findings only as to those specific drugs for which the department requested testing.

The testing shall consist of an initial screening test, and, if that is positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry .

8. Each step of the processing of the test sample shall be documented in a log to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as necessary.

G. Prohibited Conduct.

1. Illegal possession of any controlled substance
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

H. Impairment by Prescription Medicine.

An employee shall notify the department head when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the department head of the known side effects of such medication and the prescribed period of use. The department head shall document this information through the use of internal confidential memoranda maintained in a secured file. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine which may impair job performance or create unsafe working conditions. An employee prohibited from working may utilize sick leave or may be placed on unpaid leave of absence if sick leave is not available.

ARTICLE 22B – HEALTH AND LIFE INSURANCE

Section 1.

The Town agrees to continue the present health and life insurance plans, and any other additions or added coverage extended to Town employees or departments, under any of the present medical and life insurance programs, the same additions shall be extended to members of this agreement. Before deleting or amending any coverage under this article, the Town will provide the Union notice and the opportunity to negotiate as required by law. The Town will engage in good faith negotiations with the Union if requested before making any changes over which the Town has control.

Section 2. The Town agrees to pay 100 % of the cost of prescription eyeglasses or corrective vision lenses lost or damaged during the course of work. Reimbursement is “in-kind with receipt” up to \$400.00.

Section 3. Individuals who participate in the town’s health insurance program for a minimum of one continuous year immediately prior to opting out of the Towns health insurance program are eligible for reimbursement for their contribution (up to a maximum of thirty per-cent (30%) of the premium not to exceed five thousand dollars (\$5000.00) towards one other health insurance plan for which the individual is receiving benefits. The individual must either submit verification of payment for reimbursement or have a monthly bill sent to the town for payment or another mutually agreeable arrangement.

ARTICLE 22C – LAYOFF AND RECALL

- A. The Town may layoff an employee for lack of work or lack of funds.
- B. An employee who is laid off for lack of work or lack of funds shall receive a written notice of layoff not less than fifteen (15) calendar days prior to the effective date of the layoff.
- C. Employees shall be laid off in inverse order of seniority within their job titles, with the least senior employee in a job title being laid off first.
- D. An employee who is to be laid off shall have the right to bump a less senior employee in an equal or lower job classification, provided the bumping employee is determined by the Superintendent and the Town Manager to be qualified to do the work of the employee that is to be bumped. The Town Manager's decision as to qualifications may be subject to a grievance procedure. The grievance can be heard by a committee consisting of the Town Manager, the Superintendent, and a Union Representative chosen by the aggrieved member that will not be affected by the layoff. The grievance shall not be arbitral.
- E. An employee who has been laid off shall be entitled to recall rights for a period of twelve (12) months from the effective date of the layoff. Employees shall be recalled by seniority in inverse order of the layoff, provided an employee being recalled is determined by the Town Manager to be qualified to do the work of the position to which he would be recalled. The Town Manager's decision as to qualifications may be subject to a grievance procedure as in paragraph D of Article 22C, Layoff and Recall.
- F. An employee shall be notified in writing of an opportunity for recall. Such employee shall notify the Town manager no later than fifteen (15) days after the date of such notice if s/he wishes to be reinstated. If s/he fails to respond within the fifteen (15) day period, s/he shall forfeit his/her recall rights under this article. Employees may refuse to be recalled to a lesser paying position without a penalty.
- G. A recalled employee shall work at least fifty percent (50%) of the time equal to his/her layoff to regain full seniority rights. Time laid off shall not count toward vacation and longevity.
- H. In connection with any notice to be sent pursuant to this article, it shall be the responsibility of the employee to advise the Superintendent's Office of the address to which all notices shall be sent and the Town may rely on such information as supplied by the employee.
- I. It is the responsibility of the Town Manager to notify the Union of an impending reduction of force within fifteen calendar days in order to schedule meeting(s) with the Union to discuss the impact of the lay off on the affected employees.

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 23 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2015 to June 30, 2016 and shall continue from year to year thereafter unless written notice of desire to cancel, terminate or modify this Agreement is served by either party upon the other at least one hundred and eighty (180) days prior to the date of expiration. This Agreement shall remain in full force and effect until said proposals or revision, have been agreed upon.

APPENDIX "A"

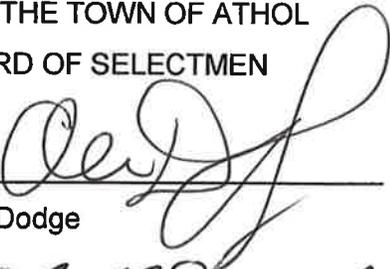
July 1, 2015 – June 30, 2016

<u>Classification After Continuous Service</u>	<u>%</u>	<u>Start</u>	<u>1- Year</u>	<u>2- Year</u>	<u>3- Years</u>
<u>Laborer</u>					
7/1/15	1	13.77	15.43	16.23	18.07
7/1/					
7/1/					
<u>Laborer/Truck Driver</u>					
7/1/15	1	15.70	16.96	17.92	19.35
7/1/					
7/1/					
<u>Skilled/Waste Water Operator</u>					
7/1/15	1	17.88	19.86	20.76	22.04
7/1/					
7/1/					
<u>Equipment Manager</u>					
7/1/15	1	20.81	22.46	22.88	24.90
7/1/					
7/1/					
<u>Working Foreman</u>					
7/1/15	1	22.43	23.76	24.52	26.57
7/1/					
7/1/					
<u>Mechanic</u>					
7/1/15	1	20.84	22.08	22.90	24.67
7/1/					
7/1/					
<u>Chief Operator</u>					
7/1/15	1	22.43	23.76	24.52	26.57
7/1/					
7/1/					
<u>Working Foreman, Water-Sewer</u>					
7/1/15	1	23.61	24.98	26.43	27.91
7/1/					
7/1/					

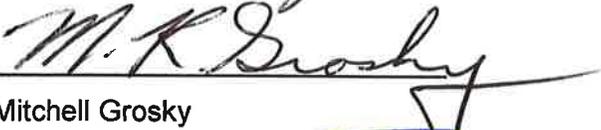
COLLECTIVE BARGAINING AGREEMENT

SIGNED THIS DATE:

FOR THE TOWN OF ATHOL
BOARD OF SELECTMEN



Alan Dodge



Mitchell Grosky



Lee Chauvette, Chairman



Anthony Brighenti



Stephen Raymond

FOR THE GOVERNMENT EMPLOYEES'
UNION



Andrew Belloli, Local President



Paul Keddy, Local Vice President

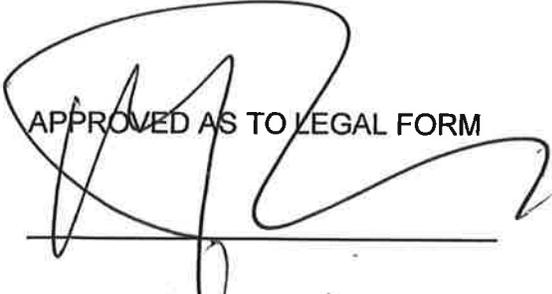


Robert Sexton, Secretary



David Craven, Treasurer

APPROVED AS TO LEGAL FORM



Town Counsel