THE TOWN OF BELCHERTOWN

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, CLC, LOCAL 98

COLLECTIVE BARGAINING AGREEMENT

2019-2022
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PREAMBLE

This Agreement made and entered into on ______________________, between the Town of Belchertown, hereinafter referred to as “the Town” and the International Union of Operating Engineers, AFL-CIO, CLC, Local 98, in behalf of Belchertown Department of Public Works Employees, hereinafter referred to as “the Union.”

ARTICLE 1
RECOGNITION

The Town voluntarily recognizes the Union as the exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment of all regular full-time employees of the Department of Public Works in the classifications of Building Custodian, Maintenance Laborer, Maintenance Worker, Highway Division Laborer, Highway Division Mechanic/Truck Driver, Heavy Equipment Operator I, Heavy Equipment Operator II, Transfer Station Laborer, Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I and excluding the classifications of Director of Public Works, Working Supervisor of Public Buildings, Working Supervisor of Public Grounds, Transfer Station Supervisor, Highway Division Supervisor, Highway Department Working Foreman, Waste Water Treatment Plant Operations Supervisor, Waste Water Treatment Plant Operator II and all managerial, confidential, casual, seasonal and all other employees of the Town.

The Town will give the Union notice of any newly created classification in the Department of Public Works.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Town will not be limited in any way in the exercise of the functions of management and retains and reserves the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management regarding the operation and direction of the Town in all of its various respects including, but not limited to, the following:

(a) the hiring, appointment and promotion, including the determination of qualifications and requirements for the position or promotion;
(b) the direction, control, training and supervision and evaluation of all employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;

(c) the determination, interpretation and change of job descriptions, subject to impact bargaining over material changes in job descriptions;

(d) the institution of technological changes or the revising of processes, systems or equipment from time to time;

(e) the creation and change of shifts, including the establishment and change from time to time of shift times and the determination of the number of shifts and the changing of the number of shifts;

(f) The increase, diminishment, change or discontinuation of operations in whole or in part;

(g) the transfer of employees, including without limitation the choice of which employees will be transferred, the duration of such transfer(s) and where the employees will be transferred to;

(h) the assignment of duties and work assignments including the change of duties and work assignments from time to time;

(i) the scheduling and enforcement of working hours;

(j) the assignment of shifts and to change the shift assignment from time to time;

(k) the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;

(l) the granting and scheduling of leaves;

(m) the discipline, suspension, discharge or demotion of employees, subject to Article 8;

(n) the layoff due to lack of funds or of work, or for any other reason;

(o) the relief of employees due to the incapacity to perform duties for any other reason;

(p) the right to require an alcohol and drug testing subject to Supreme Judicial Court precedent regarding drug testing;

(q) the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Town deems necessary
(r) the determination of the style, color, items and standards of the uniform worn or used by employees.

(s) the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town

(t) the determination of the level of services to be provided;

(u) the determination of employee classifications;

(v) the subcontracting of work;

(w) the alteration, addition or elimination of existing methods, equipment facilities or programs;

(x) the determination of the location, organization, number and training of personnel;

(y) the assignment to work sites; including the change of work sites from time to time;

(z) the assignment and requirement of overtime; and

(aa) the determination of whether goods should be leased, contracted or purchased

and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate without negotiation with the Union, except to the extent expressly abridged by a specific provision of this Agreement.

2.2 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

2.3 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provisions of this Agreement.
ARTICLE 3
DUES CHECK-OFF

3.1 Town shall deduct regular Union dues in the amount stated by the employee, from the employee’s regular paycheck for each month. The amounts deducted shall be sent to the Union office with a roster. The Town will, at the same time, notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

3.2 The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.
3.3 Any authorization for deduction shall be on the following form:

Name ____________________________ Reg. No. ________________________

Soc. Sec. __________________________ Date __________________________

I.U.O.E – LOCAL 98

AUTHORIZED WAGE DEDUCTION

In exchange for obtaining the benefit of exclusive representation by Local 98, I authorize my employer(s) to deduct from my wages all union dues and other fees and assessments as shall be certified by Local 98. This authorization is irrevocable for a period of one year and year to year thereafter regardless of my membership status, unless not less than thirty (30) days and not more than forty five (45) days prior to the anniversary date of this authorization or the termination of the contract between my employer and the union, whichever comes first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization. Local 98 is authorized to use this authorization with my current employer and with any other employer in the event I change employers or obtain additional employment.

Signature __________________________ Telephone _______________________

Address ________________________________

City/Town __________________________ Zip Code __________________________
ARTICLE 4
GRIEVANCE AND ARBITRATION

4.1 For purposes of this Article, a “grievance” will be defined as an actual dispute arising as a result of the application or interpretation of one or more express terms of this Agreement; provided, however, that any matter reserved to the discretion of the Town by the terms of this Agreement, or arising before or after the dates of this Agreement, will not be subject to this grievance procedure nor construed as being disputable. Any matter related to an accommodation of an employee in accordance with the Americans With Disabilities Act shall not be subject to this grievance and arbitration procedure.

4.2 The Town and the Union understand that the grievance procedure is designed as a procedure for prompt resolution of disputes. Therefore, no grievance may be commenced more than five (5) days after the occurrence of the incident or event upon which the grievance is based.

4.3 All grievances will be handled in accordance with the grievance procedures set forth in this Article. References to periods of days in this Article will not include Saturdays, Sundays, or holidays. A representative of the Union may accompany the employee in any meeting with a Town representative concerning a grievance.

(a) **Step 1.** Within five (5) days of the event giving rise to the grievance, the employee or the Union shall discuss the grievance with the employee’s division supervisor.

(b) **Step 2.** If the grievance is not resolved at Step 1, the employee or the Union may within five (5) days of the date on which the Union was to discuss the grievance with the employee’s Division Supervisor, file a grievance, in writing, with the DPW Director, with a copy to the Town Administrator. The grievance will contain (a) a concise statement of the facts, (b) a citation of applicable contract language, which shall include the Article and section of the Agreement under which the grievance arises, (c) the specific provisions of the Agreement that allegedly have been
violated, and (d) the remedy sought. The date the grievance is submitted to the DPW Director will constitute the commencement date of the grievance. The DPW Director will meet with the employee, and attempt to settle or adjust the grievance. If a satisfactory settlement or adjustment cannot be reached, the DPW Director will submit a written decision within ten (10) days of receipt of the grievance.

(c) **Step 3.** If the grievance is not resolved at Step 2 or answered by the DPW Director within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Town Administrator with a copy to the DPW Director, not later than five (5) days from the date the DPW Director’s response was due. The Town Administrator will respond to the grievance, in writing, within fifteen (15) days after the date of receipt of the appeal.

(d) **Step 4.** If the grievance is not resolved at Step 3 by the Town Administrator within the time limit set forth above, the employee or the Union may appeal the grievance, in writing, to the Board of Selectmen with a copy to the DPW Director and the Town Administrator, not later than five (5) days from the date the Town Administrator’s response was due. The Board of Selectmen, in its sole discretion, may elect to meet with the employee or the Union to discuss the grievance or may rule on the grievance without any meeting. The Board of Selectmen shall respond to the grievance, in writing, within fifteen (15) days after the date of receipt of the appeal.

(e) **Step 5.** In the event that the grievance is not satisfactorily resolved at Step 4, the Union or the Town may, by written notice to the other, request arbitration within five (5) days after the reply of the Board of Selectmen is due. The Union and the Town shall attempt to agree on an arbitrator. If the Union and the Town fail to agree on an arbitrator within seven (7) days after notice of arbitration has been given, the Union or the Town may file a demand for arbitration with the American Arbitration Association and an arbitrator shall be selected in accordance with the applicable rules of said American Arbitration Association.

4.4 The award of the arbitrator shall be final and binding upon all parties.

4.5 The arbitration proceeding shall be subject to the following conditions:

(a) The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues as may be submitted to him or her by agreement of the parties.

(b) The arbitrator shall not render a decision contrary to state or federal law.
(c) Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Town.

(d) Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

(e) Grievances may be settled without precedent at any stage of this procedure.

(f) The arbitrator shall decide any disciplinary cases based upon the preponderance of the evidence standard of proof.

4.6 The Union’s failure to initiate any Step within the appropriate time limit shall result in barring the grievance.

4.7 The failure of the employee’s division supervisor, the DPW Director, the Town Administrator or the Board of Selectmen to respond to the grievance within the appropriate time shall be considered a denial, and the employee or the Union may move the grievance to the next step of the procedure. Only the Town or the Union may move the matter to arbitration.

4.8 The time limits set forth in this Article may be extended by mutual agreement of the parties.

4.9 The Town may also process grievances under the grievance procedure.

ARTICLE 5
NO STRIKE/NO LOCKOUT

5.1 No employee covered by this Agreement will engage in, induce or encourage any strike, work stoppage, slowdown, sickout, picketing, sympathy strike, or withholding of services from the Town, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and the withholding of overtime services.

5.2 The Union agrees that neither the Union nor any of its officers, agents or members, nor any employee covered by this Agreement, will call, institute, authorize, participate
in or sanction any strike, work stoppage, slowdown, sickout, picketing, sympathy strike or withholding of services, including so-called work-to-rule, refusal to perform in whole or in part duties of employment, however established, and withholding of overtime services.

5.3 The Union agrees further that should any employee or group of employees covered by this Agreement engage in any job action, the Union will forthwith disavow such activity, refuse to recognize any picket line established in connection therewith, and take all reasonable means to induce such employee or group of employees to terminate such job action.

5.4 Violation of this Article, or refusal to cross any picket line in the performance of duty, will be a violation of this Agreement and will be just cause for disciplinary action, up to and including termination, by the Town against an employee and such other action that the Town may deem appropriate.

5.5 The Town may, in addition to the remedies under Chapter 150E of the General Laws, file an action in a court of appropriate jurisdiction to enforce this Article.

5.6 During the term of this Agreement, the Town shall not lock out bargaining unit employees. The Town's failure to provide work for economic or operational reasons or as the result of a strike by other employees of the Town will not be deemed a lockout.

**ARTICLE 6**

**NON-DISCRIMINATION**

6.1 The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation as defined by law, age as defined by law, race, color, religion, handicap, national origin, or genetic information or for any other legally protected classification.
6.2 If the Town accommodates an employee in accordance with the Americans With Disabilities Act ("ADA"), that accommodation shall not be the subject of a grievance or arbitration.

ARTICLE 7
PROBATIONARY PERIOD; JUST CAUSE

7.1 All employees upon initial appointment to a bargaining unit position shall serve a six (6) month probationary period, which may be extended by the Town in its sole discretion for up to another six (6) months.

7.2 Employees who have successfully completed the probationary period, as it may have been extended by the Town, shall not be disciplined, demoted, suspended or discharged except for just cause. The discipline, demotion, suspension or discharge of an employee shall be subject to Article 5, Grievance and Arbitration; provided, no grievance pertaining to an oral or written warning may be processed beyond Step 4 (i.e., oral and written warnings may not be arbitrated).

7.3 Employees that are promoted shall serve a six (6) month probationary period in their new classification, which may be extended by the Town in its sole discretion for up to another six (6) months; provided that if the Town extends the promotional probationary period of any employee beyond six (6) months, it shall give the employee and the Union a written statement of the reasons for extending the promotional probationary period.

7.4 The Town will notify the employee and the Union as to the employee’s status at the expiration of the employee’s probationary period (i.e., the employee will be terminated, the employee’s probationary period will be extended or the employee has successfully completed his/her probationary period).
7.5 An employee that does not successfully complete the employee’s promotional probationary period, as it may have been extended by the Town, will be allowed to return to the classification from which the employee was promoted only if there is a vacancy in that classification. If there is no vacancy in the classification from which the employee was promoted, the employee may be returned to a different classification in a grade equal to or lower than the classification from which the employee was promoted in which there is a vacancy, provided the employee is qualified for the classification. If no such vacancy exists, the employee will be separated from the employee’s employment, but shall have recall rights to vacancies in classifications in grades equal to or lower than the classification from which the employee was promoted in which there is a vacancy if the employee is qualified for the classification for a period of one (1) year.

7.6 If an employee does not successfully complete his/her promotional probationary period, as it may have been extended by the Town, and the employee is returned to a classification in a lower grade, the employee will be paid at the base hourly rate the employee received prior to the promotion. If such base hourly rate exceeds the maximum for the classification to which the employee is returned, the employee shall be paid at the base hourly rate for the maximum step of the classification.

ARTICLE 8
SENIORITY

8.1 Definition. For the purposes of this Agreement, “seniority” shall be defined as the length of service at the Belchertown Department of Public Works in the positions covered by this Agreement.
8.2 **Break In Service.** Seniority shall not be broken while an employee is on an approved paid leave. If an employee resigns, is discharged, or is not re-appointed the employee shall lose all seniority. An employee that takes an approved leave of absence shall retain his or her seniority less the period of the unpaid leave of absence.

8.3 **Seniority List.** The Town shall post a seniority list within two weeks after execution of this Agreement and then on July 1 of each year thereafter.

**ARTICLE 9**

**HOURS OF WORK**

9.1 Employees covered by this Agreement will be scheduled to work forty (40) hours per week.

9.2 Employees covered by this Agreement shall receive one thirty (30) minute meal period for each eight (8) hours of work. This meal period shall be unpaid. Meal periods shall be scheduled by the employee's direct supervisor as close to noon as possible (for a regularly scheduled shift) subject to the operational needs of the Department of Public Works as determined by the employee's direct supervisor.

9.3 Employees covered by this Agreement shall be available for snow and ice removal operations as a condition of employment.

9.4 Employees covered by this Agreement shall receive a ten (10) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever feasible, but is subject to the operational needs of the Department as determined by the employee's direct supervisor. In the alternative, employees may take one 20-minute rest period in lieu of the two 10-minute rest periods subject to the operational needs of the Department of Public Works as determined by the employee's direct supervisor.
9.5 Employees covered by this Agreement will be notified five (5) working days in advance of a change in shift time or shift assignment.

9.6 In the event an employee works more than an eight (8) hour shift, the employee shall receive an additional ten (10) minute rest period after two (2) hours of additional work, an additional, not mandatory, thirty (30) minute unpaid meal break after an additional four (4) hours and another ten (10) minute rest period after six (6) hours. Meal breaks will be discretionary and not mandatory. All meal breaks and rest periods shall be scheduled by the employee’s direct supervisor subject to the operational needs of the Department as determined by the employee’s direct supervisor. If an employee continues to work for more than sixteen (16) consecutive hours, the employee shall receive meal breaks and rest periods on the same basis as stated in the first sentence of this Section 10.6.

9.7 Regular hours for Highway Department employees shall be from 7 am to 3:30 pm. From June through August, at the discretion of the Town, Highway Department employees may be scheduled from 6 am to 2:30 pm.

Regular hours for employees of the Town Landfill shall be from 7 am to 3:30 pm daily Tuesday through Saturday.

Regular hours for Wastewater employees shall be from 7 am to 3:30 pm Monday through Friday or Monday through Thursday depending on the three-week rotation. Regular hours for Saturday and Sunday (the weeks in which they work Monday through Thursday) shall be from 7 am to 11 am.

Regular hours for bargaining unit employees in other divisions shall be from 7 am to 3:30 pm Monday through Friday.
The provisions of this Section 9.7 may be changed by the Town provided its gives thirty (30) calendar days notice to the affected employees and, provided further, that it may change the provisions of this Section 9.7 applicable to Wastewater employees with less than thirty (30) calendar days notice in order to satisfy its operational needs.

ARTICLE 10
CLEAN-UP TIME

The Town will make reasonable efforts to allow employees to return to their respective shop five (5) minutes prior to the end of their regularly scheduled shift to allow them to clean up provided that if one or more employees are not able to return to their shop prior to the end of their regularly scheduled shift to clean up, the Town shall not be required to compensate such employees for any time spent cleaning up.

ARTICLE 11
OVERTIME SERVICE AND RATE

11.1 The Town shall pay one and one-half (1 ½ times) the base hourly rate for all hours actually worked in excess of eight (8) hours per day or forty (40) hours in any one work week. Overtime shall be based on time actually worked. Paid vacation, holiday, personal and sick leave shall be considered as time actually worked.

11.2 The Town will establish separate overtime lists for each division of the Department which would be for division specific overtime work. A secondary overtime list will be established by the Town which will be Department-wide and will apply to general, non-division specific overtime work. The Town reserves the right to determine which classification(s) should be called in and whether the Division list or the Department list will be used, and such determination shall not be subject to the grievance procedure. Both lists will be maintained on a rotating basis. If an overtime offer is not accepted, the employee’s name will
rotate to the bottom of the list. The DPW Director shall maintain the Department-wide overtime list.

11.3 The Town reserves the right not to use the overtime lists as defined in paragraph 12.2 in cases of emergency as determined by the Town, at its discretion. In such cases, the Town, at its discretion, may select the employee to be called in, which may include non-bargaining unit members.

11.4 An employee that is called in to work after the end of his or her regularly scheduled shift or before the beginning of his or her next regularly scheduled shift shall receive a minimum of three (3) hours pay between April 1st and October 31st, and three and one half (3½) hours pay between November 1st and March 31st, at a rate of one and a half times his or her hourly rate provided that the employee shall not receive the three (3) hour minimum if the employee is held over at the end of his or her shift or if the call in merges with the beginning of his or her shift.

ARTICLE 11.5

COMP TIME

An employee may accumulate comp time up to 24 hours max. This time must be used within 90 days with supervisor’s approval. Rates of compensation will be determined for actual hours worked. Straight time for straight time and overtime for overtime.

ARTICLE 12
WORKING OUT OF CLASSIFICATION

If an employee is directed by the DPW Director, Supervisor or Working Foreman to perform the specific duties of a higher job classification for a period of eight (8) hours or more of
regularly scheduled shifts, said employee shall be paid the rate of that classification to which he or she would have been entitled if promoted to said classification beginning the first hour.

ARTICLE 13
SUBCONTRACTING

The Town will make reasonable efforts to offer bargaining unit members overtime opportunities. This Article is not a limitation on the Town’s management rights, including the right to subcontract. The Town and the Union agree that in the interest of pursuing a constructive working relationship that they will meet, from time to time, in accordance with Article 43, to discuss issues regarding the allocation of work to the bargaining unit and subcontractors. This Article is not subject to the grievance and arbitration process.

ARTICLE 14
HOLIDAYS

14.1 The Town shall provide fourteen (14) paid holiday leave days. The holidays observed are:

- New Year’s Day
- Martin Luther King’s Birthday
- Presidents’ Day
- Patriots’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Day After Thanksgiving Day
- 1/2 Day Before Christmas
- Christmas Day
- 1/2 Day New Year’s Eve
- (1) Floating Holiday

14.2 To be eligible for paid holiday leave, an employee shall have worked or be on pre-approved vacation or personal leave on the regularly scheduled work day next preceding and shall have worked or be on pre-approved vacation or personal leave on the regularly scheduled work day next following the holiday. An employee will be eligible for paid holiday leave if the
employee was on approved sick leave the day before or the day after the holiday (or both) only if
the employee has an extreme illness as determined by the DPW Director.

14.3 In addition to paid holiday leave, an employee that actually works on the holiday
or the day the holiday is observed by the Town shall receive compensation at one and a half
times the employee’s hourly rate for all hours actually worked. An employee who actually
works on New Years’ Day, Martin Luther King Day, Presidents Day, Memorial Day,
at two times the employee’s base hourly rate for all hours actually worked.

ARTICLE 15
VACATION

15.1 Vacation pay leave for all regular full-time employees shall accrue at the
following rates:

<table>
<thead>
<tr>
<th>Service Completed</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than and including five (5) years completed service as of the employee’s anniversary date</td>
<td>5/6 day per full calendar month employed during the twelve (12) month period</td>
</tr>
<tr>
<td>More than five (5) through and including ten (10) years completed service as of the employee’s anniversary date</td>
<td>1 1/4 days per full calendar month during the twelve (12) month period</td>
</tr>
<tr>
<td>More than ten (10) through and including twenty (20) years completed service as of the employee’s anniversary date</td>
<td>1 2/3 days per full calendar month employed during the twelve (12) month period</td>
</tr>
<tr>
<td>More than twenty (20) years of completed service as of the employee’s anniversary date</td>
<td>One (1) additional day per year over twenty (20) years to a maximum of twenty-five (25) days after twenty-five (25) years</td>
</tr>
</tbody>
</table>

*Although vacation leave accruals are measured on a monthly basis, they are administered on a weekly basis as reflect in Section 15.2*
15.2 In order to be eligible to receive the vacation accrual for any given week, the employee must have been in pay status for the full calendar week (e.g., an employee that is on an unauthorized or authorized, but unpaid leave of absence, for any amount of time during the calendar week shall not accrue vacation leave for that week).

15.3 Vacation leave shall be subject to the approval of the employee's division supervisor and DPW Director.

15.4 Vacation leave should be used prior to the employee’s next anniversary date. Vacation leave may be accumulated for two years with the prior written permission of the DPW Director, or his designee and the Town Administrator. Any accumulated vacation not taken prior to the granted extension will be forfeited.

15.5 Upon separation from employment, employees will be paid for any accrued, but unused vacation leave.

15.6 For the purposes of this Article only, “years of service” shall be the employee’s total consecutive years of service with the Town. For all other purposes, “years of service” shall be synonymous with “seniority” as defined by Article 9.1.

ARTICLE 16
SICK LEAVE

16.1 Employees shall accrue sick leave at a rate of one and a quarter days (1 1/4) per month to a maximum of one hundred and eighty (180) days.*

16.2 In order to be eligible to receive the monthly sick leave accrual for any given week, the employee must have been in pay status for the full calendar week (e.g., an employee that is on an unauthorized or authorized, but unpaid leave of absence, for any amount of time during the calendar week shall not accrue sick leave for that week).
16.3 In order for an employee to receive sick leave, the employer must notify his direct supervisor or the DPW Director (or, in their absence, another management representative) as soon as possible, but not later than the start of his/her shift on the day he/she is absent, except in case of extreme emergency. In case of emergency, notice shall be given as soon as possible.

16.4 A physician’s certificate of illness may be required by the DPW Director, or his designee:

(a) after 3 sick days within a two (2) week period; or

(b) if there is reasonable suspicion of sick leave abuse or a pattern of sick leave use. The Town will determine what is reasonable, and that determination will not be subject to the grievance procedure.

16.5 The Town may, at its own discretion, require a medical examination for any employee who reports an inability to report to work because of illness or injury under the same circumstances as the Town may require a physician’s certificate of illness pursuant to Section 16.4. This examination shall be at the expense of the Town by a Town-appointed physician.

16.6 An employee that retires after fifteen (15) or more years of service with the Town (excluding the School District) who has at least one hundred (100) days of accumulated sick leave and who gives the DPW Director sixty (60) days written notice of his/her intent to retire shall receive nine dollars ($12.00) per day for each day of accumulated sick leave to a maximum of one hundred eighty (180) days. Employees who retire due to a disability or due to a reduction in force shall not be required to give the DPW Director sixty (60) days notice of their intent to retire to be eligible for the benefit of this Section 17.6. For the purposes of the Agreement, “retirement” shall be defined in accordance with Massachusetts General Laws Chapter 32.

16.7 No employee shall be gainfully employed while on sick leave from the Town.
16.8 Employees that use five (5) or fewer days of sick leave per year may be eligible for one (1) additional day of personal leave in the next year subject to the provisions of Article 19.

16.9 The Town may grant not more than five (5) days of sick leave per year to an employee who must personally provide care to a seriously ill member of the employee’s immediate family or a household member, living in the employee’s actual household on a permanent basis. Such leave shall be subtracted from the employee’s sick leave account.

Sick leave for this purpose may not be granted unless such a report is made to the DPW Director, or his designee, as soon as possible, but not later than the start of his/her shift on the day he/she is absent, except in case of extreme emergency. In such cases of extreme emergency, notice shall be given as soon as possible.

ARTICLE 17
BEREAVEMENT LEAVE

17.1 Employees shall have up to four (4) consecutive calendar days of leave for time necessarily lost, without loss of pay, in the event of a death in the employee’s immediate family, namely, husband, wife, son, daughter, father, mother, brother or sister.

17.2 Employees shall have up to three (3) consecutive days off for time necessarily lost, without loss of pay, in the event of the death in the employee’s family, namely, grandfather, grandmother, mother-in-law or father-in-law.

17.3 Employees shall have one (1) day off for time necessarily lost, without loss of pay, in the event of the death of the employee’s brother-in-law, sister-in-law, aunt or uncle.
17.4 The days of this bereavement leave shall be reduced or not allowed if the period of funeral leave occurs while the employee is on vacation, on sick leave or other leave of absence.

17.5 The employee must notify the DPW Director of a bereavement leave request.

17.6 Bereavement leave shall be used for the purpose of attendance at funeral and official mourning.

17.7 For the purposes of this Article, the terms “son,” “daughter,” “father,” “mother,” “sister,” “brother” and “grandparent” shall include “step” relations.

17.8 The Town may require verification of the death of the relation for whom bereavement leave has been granted.

ARTICLE 18
PERSONAL LEAVE

18.1 All employees shall be eligible for up to three (3) days of personal leave with pay subject to the approval of the employee’s division supervisor and the DPW Director in each fiscal year.

18.2 Personal leave must be requested at least forty-eight (48) hours in advance except in the event of an emergency although the Department of Public Works Director (or his designee) in his sole discretion may grant a request that is made less than 48 hours in advance. The Town will not ask why an employee has requested personal leave when acting on a request for personal leave unless the employee requests personal leave less than forty-eight (48) hours in advance.

18.3 Personal leave must be taken in one-half day (1/2) increments either at the beginning or end of a shift.
18.4 Personal leave may not be accumulated and no payment shall be made at separation from employment for unused days.

ARTICLE 19
BENEFIT ELIGIBILITY

Full-time employees shall be eligible for all benefits upon the completion of thirty (30) calendar days’ employment.

ARTICLE 20
LEAVE WITHOUT PAY

The Town may grant leaves of absence without pay for periods of up to one year in duration, if in its sole discretion, the service of the Department will not suffer and/or when a suitable temporary replacement is available.

ARTICLE 21
MILITARY LEAVE

21.1 Any employee who is a member of a reserve military force who is ordered to attend military training or to perform other military duties shall be granted a leave of absence for a period not to exceed seventeen (17) days in any fiscal year.

21.2 The Town shall pay an employee on military leave for training the difference between any pay received for such military duty and the employee’s regular hours and base rate of pay for up to seventeen (17) days in any fiscal year in accordance with G.L. c. 33, § 59.

21.3 Employees will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 22
JURY DUTY LEAVE

22.1 An employee who shall be required to serve on a jury on days he or she is scheduled to work, in accordance with Chapter 234A of the Massachusetts General Laws, shall
be paid his or her base wages for the first three days, or a part thereof, of such juror service, at his regular straight time rate. For fourth and subsequent days of such juror service, the employee shall be paid the difference between the amount received as juror compensation, less any juror travel allowance, and the employee's base wages for a period of up to 14 days.

22.2 Any employee required to serve on any federal jury on days he or she is scheduled to work shall be paid the difference between the amount paid for juror service, less any juror travel allowance, and the employee's base rate for a period of up to 14 days.

22.3 An employee seeking compensation in accordance with this section shall notify his direct supervisor and the DPW Director after receipt of the notice of selection for jury duty, and shall furnish a written statement to the Town showing dates of juror service, time served, and amount of juror compensation received.

ARTICLE 23
FAMILY AND MEDICAL LEAVE: MATERNITY LEAVE

23.1 The Town shall provide Family and Medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Town’s FMLA Policy. (See Attached FMLA Policy.)

23.2 The Town shall provide maternity leave in accordance with Massachusetts Maternity Leave Act (M.G.L. Chapter 149, Section 105D).

ARTICLE 24
SMALL NECESSITIES LEAVE ACT

The Town shall provide leave in accordance with the Massachusetts Small Necessities Leave Act, M.G.L. c. 149, §52D (SNLA) and the Town’s SNLA Policy. (See Attached SNLA Policy.)
ARTICLE 25
UNIFORMS AND PROTECTIVE CLOTHING

25.1 All employees shall wear protective clothing and gear and use protective devices as a condition of employment as required by the Town.

25.2 All employees shall wear uniforms as determined by the Town (See Attachment A.1) as a condition of employment and employees shall be responsible for cleaning/laundering their uniforms.

25.3 Effective July 1, 2019, $650; July 1, 2020, $650; July 1, 2021, $650 for the purchase of uniforms and footwear to include safety shoes, safety boot, appropriate athletic footwear or suitable winder boots. Safety footwear is highly desirable whenever possible. All footwear must be suitable for the employee’s activity. In addition, all bargaining unit members must wear appropriate garments with legible printing, patches, or other suitable identification criteria identifying them as employees of the Department of Public Works. The parties further agree to allow employees to wear shorts. The garments must be of sturdy construction, i.e. Dickies, Carhartt, Levi’s, Wranglers or other suitable manufacturer not less than two inches above the knee and provide an appropriate appearance. The Town is committed to employee safety; consequently shorts will not be allowed when their use would compromise an employee’s safety or provide exposure to harmful substances, infectious plants, hot materials or other work place hazards. It shall be the employee’s sole responsibility to maintain a change of clothes to dress suitably if and when the daily activity changes on any given day. The employees will change on break or lunch period if necessary. This allowance will be dispersed in two equal payments per year on as close to the dates of April 1, and October 1, annually.
25.4 The Town shall provide protective gear as requested by the employee in accordance with Attachment A.2.

ARTICLE 26
TRAINING BENEFITS

26.1 The Town shall pay for legally required total contact hours for employees in the classification of Wastewater Treatment Plant Operator I.

ARTICLE 27
TOOL ALLOWANCE

27.1 The Town shall provide all Mechanics a $1000.00 (one thousand dollar) stipend for the purchase of tools. The Mechanic shall maintain the necessary tools to perform work. If the Mechanic is hired by the Town after the beginning of the fiscal year, the Town may prorate the stipend. The Mechanic shall be entitled to retain all tools purchased under this Article.

ARTICLE 28
HEALTH AND LIFE INSURANCE

28.1 The Town agrees to provide health and life insurance in accordance with G.L. Chapter 32B.

28.2 The Town shall have the right to change healthcare providers and plans without bargaining with the Union. The Town shall, however, give the Union as much notice as is practicable of any such change.

28.3 The employee contribution will change from 25% to 30%, effective July 1, 2016.
ARTICLE 29
POSTING OF POSITION

29.1 When an existing position or a new position under the Agreement becomes vacant or open, and if the Town intends to fill the position, the Town agrees that the Town will post a notice on the Department bulletin board. Such notice shall state a date not less than five (5) working days after such posting within which it will receive application for such vacancy or position from eligible employees desiring to apply for such position. The Town may fill any position on a temporary basis.

29.2 The Town will not advertise a vacant or open position publicly prior to posting it on the Department bulletin board.

ARTICLE 30
PROMOTIONS AND TRANSFERS

30.1 A promotion shall be a change from one bargaining unit position to another bargaining unit position that results in an increase in pay grade. If the Town decides to promote an employee, it shall promote the most qualified employee applicant as determined in its sole discretion. Seniority shall be the determining factor in the Town’s decision of which applicant to promote only if the Town determines that two or more applicants are equally qualified.

30.2 Nothing in this Agreement shall prevent the Town from appointing a more qualified applicant, as determined in the Town’s sole discretion, from outside of the bargaining unit instead of promoting an applicant from within the bargaining unit provided that bargaining unit members shall be given preference over non-bargaining unit members if the Town determines in its sole discretion that two or more applicants are equally qualified.

30.3 This Article does not apply to transfers, which shall be defined as all changes in classification other than promotions.
30.4 This Article does not apply to temporary promotions.

30.5 Employees that have applied for a promotion, but have not been promoted, shall be given a summary written description of the reasons for non-selection by the DPW Director or Town Administrator, as the Town deems appropriate upon request, provided that the DPW Director or Town Administrator shall have two (2) weeks from the date of the request to provide such summary written description to the employee.

30.6 An employee that is promoted shall be placed at the minimum step of the classification for which the employee has been promoted, provided however the employee will receive a least a one full-step increase over the employee’s previous rate of pay, and, if not, will be adjusted to the next step of the classification.

ARTICLE 31
BULLETIN BOARD

The Union may post notices on a bulletin board in the Department of Public Works or an adequate part thereof in places and locations where notices are usually posted by the Department for employees to read. All notices shall be on Union stationery, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is controversial, inflammatory, profane or obscene, or defamatory, or which constitutes political campaign material for or against any person, organization or faction thereof. There shall be no other distribution or posting by employees or the Union of notice, pamphlets, advertising, political matter, or any kind of literature. The Department of Public Works Director or his designee may remove any item that does not comply with this Article.
ARTICLE 32
WAGES

Employees shall be compensated in accordance with Addendum A to this Agreement.

Wages; July 1, 2019 July 1, 2020 July 1, 2021
2% 2% 2%

ARTICLE 33
LONGEVITY

All bargaining unit members will be eligible for longevity payments as follows:

2019 2020 2021
After ten (10) years of service $850.00 $850.00 $850.00
After fifteen (15) years of service $950.00 $950.00 $950.00
After twenty (20) years of service $1,150.00 $1,150.00 $1,150.00

Longevity payments shall be paid as close to the anniversary date of the employee’s employment with the Town as possible.

ARTICLE 34
PERFORMANCE EVALUATIONS

34.1 Performance evaluations shall be conducted by the employees’ immediate supervisor, along with the DPW Director, within two (2) weeks after the individual employee’s anniversary date.

34.2 The anniversary date for the purposes of this article shall be the date on which the employee was originally appointed to a bargaining unit position, or if the employee has since been promoted to another bargaining unit position, the anniversary date of that promotion.
34.3 Any step increase that results from the completion of the employees’ performance evaluation shall be retroactive to the employee’s anniversary date.

34.4 A grievance regarding the failure to comply with Section 34.1 may only be processed to Step 3 of the grievance procedure. A grievance may not be filed regarding the performance evaluation itself. Nothing in this Section 34.4 shall prohibit the Union from filing a grievance and a demand for arbitration regarding the failure of the Town to make any step increase retroactive to the employee’s anniversary date in accordance with Section 35.3, if the grievance is not resolved before Step 5 of the grievance process.

ARTICLE 35
LICENSES

35.1 All employees covered by this Agreement shall maintain a valid Massachusetts drivers’ license. In addition, certain classifications require special licenses which shall be maintained by the employees in those classifications as a condition of employment. Those classifications and licenses are as follows:

(a) Employees in the classification of Highway Division Mechanic/Truck Driver must have a Class B Commercial Driver’s License as a condition of employment.

(b) Employees in the classification of Heavy Equipment Operator I must have a Class B Commercial Drivers License and a Class 2C Hoisting License (unrestricted) as a condition of employment.

(c) Employees in the classification of Heavy Equipment Operator II must have a Class A Commercial Drivers License and a Class 2A Hoisting License (unrestricted) as a condition of employment.

(d) Employees in the classification of Waste Water Treatment Plant Operator must have Grade 4M Waste Water Treatment Plant Operator’s license as a condition of employment.

35.2 The Town shall reimburse all employees covered by this Agreement for the renewal of a license that is required as a condition of employment for the employees’ current
classification only. The Town shall reimburse employees for a license that is higher than the required license provided that it includes the required license and does not present an additional cost to the Town. Employees shall only be reimbursed for examination fees resulting in the issuance of a license and shall not be reimbursed for failing a license examination.

35.3 The Town shall reimburse all employees covered by this Agreement to obtain a license that is required as a condition of employment in a classification to which the employee has been promoted. Employees shall only be reimbursed for examination fees resulting in the issuance of a license and shall not be reimbursed for failing a license examination. Employees hired from outside of the bargaining unit shall not be eligible for reimbursement under this Section 35.3.

ARTICLE 36
SEAT BELT REQUIREMENT

All employees shall wear seat belts while driving in a motor vehicle while on duty or at any time in a Town owned motor vehicle as a condition of employment.

ARTICLE 37
REDUCTION IN FORCE

37.1 The Town may layoff employees. The Town shall determine from which classification(s) employees shall be laid off. Within each classification, the Town shall determine which employees shall be laid off on the basis of seniority. The determination of the necessity of layoffs, the number of employees to be laid off, the filling of vacancies, and the reassignment of employees as a result of a reduction in force are essential elements of management and as such are not disputable and are not subject to the grievance process.

37.2 Employees who are laid off shall be eligible for recall from layoff for one (1)
year. The Town shall determine to which classification(s) employees shall be recalled. Within each classification, the Town shall determine which employees shall be recalled from layoff on the basis of seniority. The recall from layoff of employees is an essential element of management and as such is not disputable and is not subject to the grievance process. An employee who is offered the opportunity to be recalled from layoff must advise the Town of his/her decision to accept the opportunity within five (5) working days.

37.3 An employee that is selected for layoff in accordance with Section 38.1 may “bump” a less senior bargaining unit employee in a lower classification within the same division of the DPW provided that the “bumping” employee must be qualified to perform all of the duties of the lower classification as determined by the Town in its discretion at the time of the layoff. An employee that bumps another bargaining unit employee shall be paid in accordance with the pay scale for the lower classification. The employee shall be placed in the lower classification at the highest step at which the employee will not receive an increase in his/her base hourly rate and provided the employee will not suffer a reduction in pay unless the employee’s base hourly rate exceeds the maximum for the grade of the classification to which the employee has been bumped, in which case the employee shall be paid at the maximum step for the classification.

ARTICLE 38
MISCELLANEOUS

The Union agrees to provide each employee with a copy of this Agreement, and the Union shall be responsible for the distribution of the copies of the Agreement.
ARTICLE 39
SUBSTANCE ABUSE

(a) Employees who are required to possess or who possess a Commercial Driver’s License will be subject to drug and alcohol testing in accordance with the regulations of the Department of Transportation and the following guidelines regarding the implementation of U.S. Department of Transportation Alcohol and Controlled Substances testing requirements.

(b) Employees who are not required to possess a Commercial Driver’s License, but who are employed in a safety-sensitive position, which includes, but is not necessarily limited to, any position that requires an employee to operate a motor vehicle or operate heavy equipment, will be subject to drug and alcohol testing in accordance with state law. The parties acknowledge that all bargaining unit positions are safety-sensitive positions based, at a minimum, upon the requirement that employees in all positions are required to operate a Town vehicle.

39.1 – Statement of Purpose

These provisions are intended to comply with the Omnibus Transportation Employees Testing Act of the 1991 (the “Act”) and the Department of Transportation Regulations, including those of the Federal Highway Administration (FHWA), issued to enforce the Act, the Town of Belchertown’s Drug-free Workplace Policy and the Town’s Alcohol and Drug Standard of Conduct Policy.

The parties recognize the significant adverse consequences of the workplace use of alcohol and drugs and hereby agree that the workplace should be free from the risks posed by their use in order to protect the safety of employees and the public. The manufacture, distribution, possession, reporting for work under the influence of or use of alcohol or a controlled
substance, other than a prescription drug as defined in Section 40.2, is prohibited in the work place.

The parties further recognize that the abuse of alcohol is a treatable illness and that counseling can be beneficial for users of controlled substances. Therefore, the Employer or the Union will encourage the employee to seek professional assistance when appropriate.

39.2 – Definitions

(a) Accident. An occurrence involving a commercial motor vehicle operating on a public road which results in (a) a fatality, (b) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or (c) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. The term accident does not include an occurrence involving only boarding and alighting from a stationary motor vehicle, or an occurrence involving only the loading or unloading of cargo.

(b) Alcohol Concentration. The concentration of alcohol in a person’s breath. When expressed as a percentage it means grams of alcohol per 210 liters of breath.

(c) Commercial Motor Vehicle (CMV). Any vehicle used on public highways in commerce to transport passengers or property when (a) the vehicle has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds, or (b) the vehicle has a gross vehicle weight rating of 26,001 or more pounds, or (c) the vehicle is designed to transport more than fifteen passengers, including the driver, or (d) the vehicle is used in the transportation of hazardous materials in a quantity requiring placarding under regulations promulgated under the Hazardous Materials Transportation Act.

(d) Covered Employee. An employee who is covered by the federal alcohol and controlled substances regulations, the Town’s Drug-free Workplace Policy or Alcohol and Drug Standard of Conduct Policy.

(e) Driver. Any person an employee who either operates any a commercial motor vehicle, a motor vehicle or any other piece of heavy equipment as part of the employee’s job duties.

(f) Performing (a safety-sensitive function). A driver is considered to be performing a safety-sensitive function during periods in which he or she is actually performing, ready to perform, or immediately available to perform a “safety-
sensitive function.” As noted above, this includes, but is not limited to, operating a motor vehicle of any kind or any piece of heavy equipment.

(g) Prescription Drug. Any drug prescribed to an employee by a licensed physician which is in its original container with the original label identifying the employee’s name, the drug, and the doctor prescribing the medication, and which is used strictly according to the instructions and prohibitions contained in the prescription.

(h) Safety-Sensitive Function. Any function defined as safety-sensitive in accordance with the federal alcohol and controlled substances regulations, and/or state law.

39.3 – Prohibitions

1. Alcohol

With respect to alcohol use, no driver shall:

(a) Report to duty or remain on duty while having an alcohol concentration of higher than 0.00;

(b) Possess alcohol while on duty;

(c) Use alcohol while performing safety-sensitive functions;

(d) Perform safety-sensitive functions within four (4) hours after using alcohol;

(e) Use alcohol for eight (8) hours after an accident or until he/she undergoes an alcohol test, whichever occurs later; or

2. Controlled Substances

No employee shall use controlled substances, as a condition of employment, except when the use is prescribed by a physician who has advised the driver that the substance does not adversely affect the ability to operate a commercial motor vehicle.

3. Refusals

Refusal to submit to a required alcohol and/or controlled substances test including obstructing the collection or testing process by, for example, (1) submitting an altered, adulterated or substitute sample; failing to show up for a scheduled test; refusing to complete the requested drug testing forms; or failing to provide a specimen when requested to do so (within the legally established procedures) shall be a violation.

39.4 - Required Alcohol and Controlled Substances Tests
Employees will be tested for alcohol and/or controlled substances used under the following circumstances:

(a) Pre-employment (or Assignment). Prior to the first time an employee performs a safety-sensitive function, the individual must undergo controlled substances testing.

(b) Post-accident. Following an incident that meets the definition of accident in Section 40.2(a), each surviving driver will submit to post-accident alcohol and controlled substances testing as follows: (a) each driver who was performing safety-sensitive functions with respect to the vehicle if the accident involved the loss of human life, or (b) each driver who receives a citation under state or local law for a moving traffic violation arising from the accident.

(c) Random.

1. Rate of Testing. The Employer will conduct random alcohol and controlled substances testing of covered employees in accordance with federal alcohol and controlled substances regulations and this provision of the Agreement.

2. Selection Method. The selection of drivers shall be determined by a random number table of a computer-based random number generator that is matched with a driver’s unique identification number. Each driver shall have an equal chance of being tested each time the selections are made.

3. Application to Drivers on Leave. When drivers are not at work due to a layoff, illness, injury, vacation, or other leave, the Employer will skip that employee and select the next person appearing on the list of individuals selected at random. The Employer shall not notify any driver to submit to a test while the driver is off work due to these leaves. A driver who is randomly selected for controlled substance testing while not at work will be tested immediately upon return to work.

(d) Probable Cause.

1. Training for Supervisors. The Employer will provide training to its supervising personnel regarding probable cause testing in accordance with the federal alcohol and controlled substances regulations.

2. Probable Cause. Supervisory personnel that have probable cause shall direct an employee to submit to an alcohol and/or controlled substance test.

3. Return-to-Duty. A driver who has violated a prohibition in Section 40.3 above, must undergo a return-to-duty alcohol test with a result of not higher than 0.00 before returning to duty if the violation was for alcohol; and/or must undergo a controlled substances test with a negative result if the violation was for
controlled substances use.

4. Follow-up Testing. Federal regulations provide that follow-up testing consists of at least six unannounced tests in the first 12 months following the employee’s return-to-duty, as directed by a substance abuse professional. Based on the provisions of Section 40.6(b), which provide for termination upon a first offense, this provision is included for the purpose of mirroring the federal regulations.

39.5 – Alcohol and Controlled Substances Testing Procedures

(a) All alcohol and controlled substances tests shall be conducted in accordance with the federal alcohol and controlled substances regulations and/or state law.

39.6 – Pay Status

(a) Employees receiving initial positive results in alcohol or controlled substances tests shall be placed on administrative leave without pay for further testing. The DPW Director may, in his sole discretion, which may not be grieved or arbitrated, place an employee on a temporary, non-safety sensitive assignment while awaiting the results of a split test result. If a final determination of negative test results is made, the employee’s leave shall have his leave retroactively designated as administrative leave with pay and the employee shall receive all the pay and benefits he or she would have been entitled to had he or she not been placed on administrative leave without pay.

(b) An employee who violates the prohibitions in Section 40.3 shall be terminated.

39.7 – Evaluation and Treatment

(a) A driver who violates a prohibition in Section 40.3 shall be evaluated in accordance with the federal alcohol and controlled substances regulations pending termination proceedings.

(b) The Employer will support an employee who self-identifies as in need of assistance for alcohol or drug dependency prior to a test that results in a violation of the prohibitions of Section 40.3 by referring the employee to an Employee Assistance Program (EAP) or other appropriate provider. An employee may use accrued sick leave followed by accrued vacation leave to cover the time during which the employee is in an EAP or treatment program. If an employee exhausts his or her sick and vacation leave, he or she may go on unpaid leave.

(c) Nothing contained in this Section shall preclude the Town from terminating an employee who violates one or more of the prohibitions in Section 40.3
39.8 - Grievances

Employees may grieve issues relating to the procedures followed by the Employer, but may not grieve the Act or regulations issued by the Department of Transportation to enforce the Act.

39.9 - Cost of Testing

The Employer shall pay for the cost of the alcohol and drug testing, except for the split drug test; provided, however, if the split test comes back negative and the employee is found not to have violated the regulations, the Employer shall reimburse the employee for the reasonable cost of the split test.

ARTICLE 40
SAVINGS CLAUSE

If any Article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement will not be affected and will remain in full force and effect.

ARTICLE 41
USE OF PERSONAL VEHICLE

Employees required to use their personal vehicle for official Town purposes shall be reimbursed by the Town for such use at the Town-approved rate, which may be changed from time to time. Employees must submit a reimbursement log within one (1) month in order to be reimbursed for use of their personal vehicle.
ARTICLE 42
UNION REPRESENTATIVES AND UNION BUSINESS

A written list of union steward(s) shall be furnished to the Town after their designation. The Union shall notify the Town of any changes to the list.

The Town agrees that union steward(s) shall be given a total of up to one (1) hour per week to investigate and/or settle Union grievances or to meet with the DPW Director and Town Administrator regarding Union concerns subject to the operational needs of the Department. The DPW Director, in his/her sole discretion, may grant the Union additional time to investigate and settle Union grievances.

ARTICLE 43
STABILITY OF AGREEMENT

43.1 No agreement, understanding, alteration, amendment or variation of the terms of this Agreement will bind the parties to this Agreement unless made and executed in writing by the parties.

43.2 The failure of the Town or the Union to insist on any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such terms or conditions, and the obligations of the Town and the Union to such future performance will continue in full force and effect.
ARTICLE 44
NON-WAIVER CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 45
DURATION

This Agreement will be effective from July 1, 2019 except as otherwise provided for, and will remain in full force and effect until June 30, 2022 and thereafter from year to year, unless terminated by notice in writing given by either party to the other, not less than one-hundred twenty (120) days prior to the expiration date set forth above or any subsequent year in which this Agreement shall remain in effect.

This Agreement is subject to ratification by the Union and by the Board of Selectmen and to appropriation by the Town Meeting.
The duly authorized representatives of the Town of Belchertown, the public employer, and the Union for the employees of the bargaining unit described herein hereby execute this Agreement on behalf of the Town and the Employees this 29th day of July, 2019.

FOR THE TOWN

Town Labor Counsel
Marc L. Terry

BOARD OF SELECTMEN

Edward Boscher
Chairman of the Board

Gail Gramarossa

Jennifer Turner

Brenda Aldrich

Nicholas O’Connor

FOR THE UNION

Philip C. Chaffee
Business Manager
Philip C. Chaffee

David Kazimierczak
Recording – Corresponding Secretary
ATTACHMENT A.1

The following items shall be considered the uniform for the Department of Public Works:

Navy jeans or poly-cotton blend navy blue Dickies.

Orange high visibility tee-shirt

Orange long sleeve tee shirt

Orange sweat shirt

Blue button-down work shirt

Safety shoes

Winter Jacket

Work or Winter Boots
ATTACHMENT A.2

PROTECTIVE EQUIPMENT

1. The Town will equip all DPW vehicles with a first aid kits.

2. Employees in the classifications of Maintenance Laborer, Maintenance Worker, Highway Division Laborer, Highway Division Mechanic/Truck Driver, Heavy Equipment Operator I, Heavy Equipment Operator II, Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I, shall be provided with chaps and cutting helmets.

3. Employees in the classifications of Maintenance Laborer, Maintenance Worker, Highway Division Laborer, Highway Division Mechanic/Truck Driver, Heavy Equipment Operator I, Heavy Equipment Operator II, Transfer Station Laborer, Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I, shall be provided with reflective vests, hard hats and gloves.

4. All employees shall be provided with safety glasses.

5. Employees in the classifications of Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I shall be provided with goggles.

6. Employees in the classifications of Maintenance Laborer, Maintenance Worker, Highway Division Laborer, Highway Division Mechanic/Truck Driver, Heavy Equipment Operator I, Heavy Equipment Operator II, Transfer Station Laborer, Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I, shall be provided with rain gear including pullover boots.

7. Employees in the classifications of Waste Water Treatment Plant Laborer, Waste Water Treatment Plant Operator I and Building Custodian, shall be provided with rubber gloves. In addition, extra rubber gloves shall be available to employees who are working in the sewers.

8. Dust masks will generally be provided to be used on an assignment-by-assignment basis.

9. Employees in the classifications of Waste Water Treatment Plant Laborer and Waste Water Treatment Plant Operator I, shall be provided with respirators.
10. Employees hired in the classification of Maintenance Laborer and Maintenance Worker on or after the date of execution of this Agreement shall be provided with one pair of coveralls and one pair of winter boots. This shall be done on a one-time basis only. Thereafter, employees in the classifications of Maintenance Laborer and Maintenance Worker shall be provided with one pair of winter gloves per year.

ATTACHMENT A.3

Global Positioning System

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

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

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

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

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

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

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

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, CLC, LOCAL 98

DEPARTMENT OF PUBLIC WORKS WAGE SCHEDULE

EFFECTIVE 7/1/19

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ADDENDUM A

INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, CLC, LOCAL 98

DEPARTMENT OF PUBLIC WORKS WAGE SCHEDULE

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