

COLLECTIVE BARGAINING AGREEMENT

TEAMSTERS UNION LOCAL 170

AND

TOWN OF GROVELAND

HIGHWAY DEPARTMENT

July 1, 2017 – June 30, 2020

The following constitutes a collective bargaining agreement between the Town of Groveland, hereinafter referred to as the “Town”, and Teamsters Union Local 170, hereinafter referred to as the “Union”, as to wages, hours of work, and any and all other terms and conditions of employment as referred to in Massachusetts General Laws, Chapter 150E.

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws, this Agreement is made and entered into this first day of July, 2017 by and between the Town of Groveland, hereinafter the "Town", and Teamsters Union Local 170 hereinafter the "Union". The rights of the Town and the Highway Department as further detailed herein shall be governed by the provisions of this Agreement and said Agreement shall be observed for the orderly settlement of all questions.

ARTICLE I **RECOGNITION AND BARGAINING UNIT**

Section 1 - The Town recognizes the Teamsters Union Local 170 as the exclusive bargaining representative for all full-time, regular employees, of the Highway Department for the Town of Groveland, excluding the Road Commissioner/Superintendent, office or clerical employees, and all other employees of the Town.

Section 2 - The Town agrees that it shall not attempt to enter into individual agreements with employees, and that no such agreements shall be made, and any such agreements made shall be deemed to be null and void for the purposes of this bargaining unit.

ARTICLE II **SAVINGS CLAUSE**

This Agreement shall not be construed to deprive employee of any benefits or protection granted to them by the Laws of the Commonwealth, or by the by-laws of the Town of Groveland.

ARTICLE III **SEPARABILITY AND STABILITY OF AGREEMENT**

In the event any of the provisions of this Agreement shall be found to be in violation of any law, all other provisions of this Agreement shall remain in full force and effect.

No agreement, understanding, alteration, or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist in any one or more incidents, or upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

ARTICLE IV UNION SECURITY

The Town of Groveland agrees not to discharge, discipline, or discriminate in any way against any employee covered by this Agreement because of Union membership or activities.

ARTICLE V MANAGEMENT RIGHTS

Section 1 - The Employer shall not be limited in any way in the exercise of the functions of management and shall have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogatives of management including, but not limited to, the following items: the operation and direction of the Department; the determination of the level of services to be provided; the direction, control, supervision, evaluation and transfer of employees; the establishment or change of job assignments; the change or discontinuance of operations in whole or in part; the institution of technological changes; the revising of processes, systems or equipment; the subcontracting of work; provided however, no subcontracting of bargaining unit work shall be awarded if a qualified employee is on lay off; the alteration, addition or elimination of existing methods, equipment, or facilities; the determination of the location, organization, number and training of personnel of the Department; the assignment of duties and work assignments; the assignment of job sites; the granting, scheduling and assigning of leaves; the scheduling and enforcement of working hours, and work breaks; the assignment of mandatory overtime; provided, however, the Town shall assign non-emergency overtime to the

senior qualified employee, if available; the use and employment of non-bargaining unit employees including managerial and supervisory employees, to perform bargaining unit work as long as this does not result in a reduction of work for regular employees; the hiring, appointment and promotion of employees; the demotion, suspension, discipline or discharge of employees for just cause; the layoff or relief of employees due to lack of funds or of work, or the incapacity to perform duties; the making, amendment, and enforcement of such rules, regulations, operating and administrative procedures from time to time as the Employer deems necessary; provided, however, that no specific provision in this Agreement is violated.

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

Section 2 – All job benefits heretofore enjoyed by the employees will continue under the conditions upon which they had previously been granted. This Agreement shall not be construed to deprive employees of any benefits or protection granted by the Laws of the Commonwealth of Massachusetts.

Section 3 - The Union agrees that neither it, nor any of its officers or agents, will institute, authorize, participate in, sanction or ratify any strike, work stoppage, slowdown, or withholding of services during the life of this Agreement.

Section 4 - Should any employee covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means, including a public written statement, to induce such employees or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

It will be considered just cause to discipline any employee who engages in any strike, work stoppage, slowdown or withholding of services or who encourages others to do so.

ARTICLE VI
PAYROLL DEDUCTIONS OF UNION DUES AND ASSESSMENTS

The Town shall deduct weekly union dues and assessments from the earned wages of each employee in such amount as is determined by the Union provided however, that no such deduction shall be made from any employee's wages unless he shall authorize such deduction on an appropriate form, copy of which shall be submitted to the Town.

The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a bi-weekly basis for all weeks worked. The employer shall transmit to DRIVE national headquarters on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE VII
UNION BUSINESS LEAVE

One employee covered by this Agreement who is appointed by the Union shall be allowed time off up to two (2) days annually for official Union business, grievances, or conferences with the Town Administration, without loss of pay or benefits and without requirements to make up said loss of time. One union representative will participate in contract negotiations as required without loss of pay.

ARTICLE VIII
BULLETIN BOARDS

The Town shall provide bulletin board space in the Highway Department appropriate area for the posting, by the Union, of notices regarding Union business and activities, such bulletin board shall be of a design and placed in an area approved by the Road Commissioner/Superintendent.

ARTICLE IX
PERSONNEL FOLDERS

Section 1 - Employees will have reasonable opportunities to review their personnel folders.

Section 2 - No derogatory information will be placed in any employee's folder, or become a part of a employee's official departmental record without written notification being supplied to the employee.

Section 3 - Employees may rebut any inaccurate information by letter to the file.

ARTICLE X
RESIDENCE

All employees covered under this Agreement must reside within ten (10) miles of the town.

ARTICLE XI
LICENSES AND CERTIFICATIONS

It shall be a condition of employment for regular and senior employees to hold a valid commercial drivers' license (CDL) and Hydraulic License. If an employee's CDL license is suspended for sixty (60) days or more or revoked for any reason, this will be just cause for termination. At the Town's option, if the period of suspension is less than sixty (60) days, the employee may be placed on administrative leave without pay or accrual of benefits. The employee may use accrued vacation time, if available, during such leave.

The Town shall pay all assessments and fees required for continuing education and to obtain and maintain all licenses and certifications.

All training, tests, and examinations for licenses and certifications for work performed for the Town shall be done during working hours whenever possible.

The Town shall compensate and reimburse all employees for all time and expenses incurred to procure and maintain all licenses, endorsements, and

certifications needed for work performed for the Town. This shall include, but not be limited to DOT physical examinations and fingerprinting.

ARTICLE XII SENIORITY

Section 1 - Seniority is herein defined as the length of continuous employment of a member of the bargaining unit measured from the date of permanent appointment within grade classification. After the employee has completed the six (6) month probationary period, the date of his/her seniority shall revert back to the first day of employment. Should an individual resign from the department or accept a permanent position outside of the unit, seniority shall be lost. In the event such an individual re-enters the bargaining unit, seniority shall be computed from the date of re-entry into the unit.

Section 2 – In the event the Town reduces departmental strength, employees will be released based on qualifications in inverse order of seniority within classification. Layoffs will occur within classification based on the department needs.

ARTICLE XIII DISCIPLINE

Disciplinary action shall include oral reprimand, written reprimand, suspension or discharge. Any disciplinary action imposed upon a senior or regular employee except oral reprimand may be processed as a grievance through the regular grievance procedure. The Road Commissioner/Superintendent will notify the employee and the union in writing of the reason for suspension or discharge and the employee will have the right to require a hearing through the grievance procedure at which time the employee may offer evidence in defense or mitigation of allegations that led to the punishment. No employee shall be discharged except for just cause.

ARTICLE XIV
GRIEVANCE PROCEDURE – ARBITRATION

Section 1 – Complaints, disputes, or controversies of any kind arising between one or more employees and the Town or its representative concerning the interpretation or implementations of any of the terms of this Agreement or rules, regulations or policies shall be processed as a grievance.

Section 2 - Grievances shall be processed as follows:

Step 1: The Union shall submit the grievance to the Road Commissioner/Superintendent within seven (7) working days of the occurrence that gave rise to the grievance. The Road Commissioner/Superintendent shall answer the grievance within three (3) working days in writing. Within seven (7) working days of the receipt of the answer at step one or within seven (7) days following the date on which such answer is due the Union, if it is not satisfied with the answer, may refer the grievance to the Board of Selectmen.

Step 2: The Board of Selectmen shall respond within ten (10) working days of the receipt of the grievance.

Step 3: If the Union is not satisfied with the answer from the Board of Selectmen, within twenty-one (21) working days of the receipt of the answer or of the date on which the answer is due the Union may submit the grievance to the Massachusetts Board of Conciliation and Arbitration (BCA) to be heard by an impartial arbitrator. The fee and expenses will be shared equally by both parties. The Union shall give the Board of Selectmen five (5) working days advance notice of its intent to file with the BCA. The arbitrator will have no authority to alter or modify this Agreement or any of its provisions or take any action to prevent the Town and the Union from settling by mutual agreement, prior to final decision, any grievance submitted to arbitration hereunder.

A grievance shall be deemed waived if the Union fails to move the grievance through the process within the time limits stated above. A failure of the Town to respond at any step shall be considered a denial of the grievance. Time limits may be extended by mutual agreement of the parties.

ARTICLE XV
PROBATIONARY PERIOD

All newly hired employees shall be on probation for the first six (6) months of actual employment. During such probationary period, employees will not be eligible for any of the benefits in this contract except for wages and health insurance. Employees may be disciplined or discharged during the probationary period without cause and they shall have no recourse to the grievance procedure.

ARTICLE XVI
WORK WEEK – WORK SCHEDULE

Section 1 - The department work shift hours will be:

Monday to Friday

7:00 A.M. to 3:00 P.M. with lunch break taken on site.
Breaks shall be according to current practice.

ARTICLE XVII
PAID HOLIDAYS

Section 1 – Employees shall be granted the following eleven (12) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

In addition to those holidays specified in said statute, the employees shall be entitled to any specially declared, or State holidays, which occur in the course of the calendar year.

Section 2 - All employees shall receive eight (8) hours straight time pay for all holidays specified in Section 1 of this Article. Employees scheduled or required to work a holiday shall be paid an additional two (2) times their regular hourly wage.

Section 3 - If the holiday occurs within an employee's vacation period, or during a regularly scheduled day off, it shall not be counted as a vacation day, and the employee shall be entitled to an additional vacation day.

ARTICLE XVIII
VACATIONS - PERSONAL DAYS

Section 1 - All employees covered by the Agreement shall be entitled to the following vacation without loss of pay:

- Six (6) months service - 1 week
- One (1) year service as of July 1st - 2 weeks
- Five (5) years service as of July 1st - 3 weeks
- Ten (10) years service as of July 1st - 4 weeks
- Twenty (20) years service as of July 1st - 5 weeks

Vacation requests require at least 72 hours advanced request to Road Commissioner/Superintendent.

Section 2 - No more than one (1) employee may be scheduled for vacation at the same time. Road Commissioner/Superintendent may reject specific vacation requests based on the needs of the department but requests will not be unreasonably denied.

Section 3 - The annual vacation period shall consist of the fiscal year July 1 through June 30.

Employee's anniversary date for vacation purposes regardless of starting date will be July 1st following the date of appointment.

Section 4 - Vacation time may be taken by the week or by the day at the discretion of the Road Commissioner/Superintendent.

Section 5 – A maximum of ten (10) days vacation leave may be held over into the next fiscal year, provided, however, that said leave must be taken within 90 days following the close of the fiscal year in which it was earned.

Section 6 - Each employee shall be granted three (3) personal days per year, for personal reasons, upon a twenty-four (24) hour request. Approval of said leave shall not be unreasonably withheld. Said requirement for notice may be waived by the Road Commissioner/Superintendent.

ARTICLE XIX **SICK LEAVE AND BEREAVEMENT**

Section 1 - Following their six (6) month probationary period all employees covered by this Agreement shall receive 1-1/4 days sick leave per month with a maximum of fifteen (15) days per fiscal year and a total accumulation of one hundred twenty (120) days.

Section 2 - At the end of each fiscal year, any employee who has accumulated in excess of one hundred twenty (120) sick days may not later than April 1st advise the Road Commissioner/Superintendent of his election to receive fifty percent (50%) reimbursement for accumulated sick days in excess of one hundred twenty (120).

Section 3 – **Bereavement Leave** – In the event of a death in the immediate family of an employee, such employee shall be granted up to four (4) days off. Immediate family shall be deemed to include: spouse, mother, father, mother-in-law, father-in-law, sister, brother, child, grandparent, aunt, uncle or a relative residing within an employee’s household.

Section 4 – In the event of a death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, or spouse’s grandparents, each employee shall be granted one (1) day leave.

Section 5 – **Leave of Absence** - Any member of the Bargaining Unit who has been an employee of the department for five (5) or more years shall be entitled to a six (6) month unpaid leave of absence. Said leave of absence shall be granted upon thirty (30) days notice to the Road Commissioner/Superintendent. During the term of said leave no benefits or seniority shall accrue except that the employee shall remain eligible to

participate in the medical health plan and other insurance plans offered by the Town at one hundred (100) percent cost to the employee during the term of his leave of absence in accordance with the provisions of Massachusetts General Laws Annotated 32B. Upon return from such leave all benefits and seniority previously accrued shall be restored to the employee.

ARTICLE XX
CLOTHING ALLOWANCE

Each employee will be entitled to an annual clothing allowance, which shall be reimbursed to each employee upon submission to the Road Commissioner of paid receipts for work clothing, i.e., work pants, shirts, work boots and sweatshirts.

Effective July 1, 2017, employees are entitled to \$1,000 per year for clothing allowance.

ARTICLE XXI
HEALTH INSURANCE PLAN

The Town shall provide each full-time employee with the same medical coverage and cost as other Town employees under Massachusetts General Laws c. 32B.

Employees of the Highway Department who may choose to opt-out of the Town's health insurance plan shall receive an annual opt-out bonus of \$1500.00 for single coverage and \$3000.00 for family coverage. Employees must be on the town's insurance for a full-year before dropping and must remain off for at least an entire plan year of opt-out.

ARTICLE XXII
CLASSIFICATION – WAGE RATES

Section 1. – Highway Senior/Foreman/Mechanic Position

07/01/17	07/01/18	07/01/19
\$31.31	\$31.94	\$32.58

Senior Operator/Driver/Laborer Position		
07/01/17	07/01/18	07/01/19
\$24.71	\$25.20	\$25.70

Junior Operator/Driver/Laborer Position (CDL Class C and 2B License)		
07/01/17	07/01/18	07/01/19
\$19.96	\$20.36	\$20.77

Section 2. In addition to the wages, there will be a per hour incentive for obtaining additional licenses:

4G	\$.75/Hour
4E	\$.75/Hour
CDL Class A	\$.75/Hour
Trapper License	\$.75/Hour

Other licenses at the discretion of Road Commissioner/Superintendent
\$.75/Hour

These incentives will be added to base, provided they are current and in good standing.

Section 3. Highway Department employees shall receive a monthly stipend of twenty dollars (\$20) for use of personal cell-phones for town business.

ARTICLE XXIII OVERTIME AND CALL-IN PAY

Section 1 – Rate of Overtime Pay - Employees will be compensated at the rate of 1.5 times the hourly rate for all work over eight (8) hours daily and (40) hours weekly in any calendar year. All work performed on Saturday, Sundays and holidays shall be paid at double time.

Section 2 – Call-In Pay - Employees who are called into work at times other than their regular tour of duty shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay, with minimum compensation for four (4) hours work at said rate. Employees who are called into work on a Saturday,

Sunday or a holiday shall be paid at double their regular rate of pay, with a minimum compensation for four (4) hours.

Section 3 - Overtime Compensation for Declared "State of Emergency"

Upon declaration of "State of Emergency" by the Governor of the Commonwealth or other similar state official for any geographic area that includes Groveland, employees covered under the agreement shall be entitled to overtime compensation as defined in this article for all hours, or portions thereof, actually worked during the declared "State of Emergency."

Section 4 – Double Time:

An employee of the Highway Department, after completion of his/her sixteenth consecutive hour of work on a single shift without interruption, shall be entitled to double time: two times his/her usual hourly rate from the commencement of his/her seventeenth consecutive hour until the conclusion of the uninterrupted work shift.

Section 5 – Snow Day Comp Time:

When town hall is closed for a snow day, Highway Department employees shall be credited with 8 hours comp time. Comp time must be used by the end of the fiscal year.

ARTICLE XXIV
WAIVER

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 matters not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively with regard to any subject or matter covered by this Agreement.

ARTICLE XXV
DURATION OF AGREEMENT

Section 1 - This agreement shall be effective on July 1, 2017 unless otherwise provided and shall end on June 30, 2020.

Section 2 - Either party wishing to terminate, amend, or modify this Agreement must notify the other party in writing no less than 90 days prior to its expiration. Within twenty-one (21) days of the receipt of such notification by either party a conference shall be held between the Town and the Union Negotiating Committee for the purpose of negotiating a successor contract. In the event no new Agreement is reached, this contract will remain in full force until a new agreement is signed. If the parties fail to communicate with each other ninety (90) days prior to expiration the contract will be automatically renewed for one (1) year.

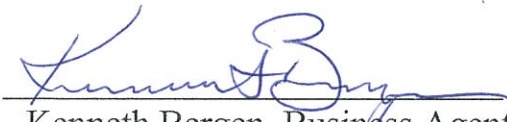
IN WITNESS WHEREOF, this Agreement has been executed this 16th day of August, 2017.

THE TOWN OF GROVELAND

TEAMSTERS UNION LOCAL 170



Michael N. Wood, Chairman



Kenneth Bergen, Business Agent

Lisa Dube-Carpenter, Vice Chair



William F. Dunn, Selectman



William G. O'Neil, Selectman



Edward H. Watson, Selectman