

AGREEMENT

between



and



July 1, 2021 to June 30, 2024

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AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the Town of Uxbridge (hereinafter referred to as the “Town”) and the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local 1709 (hereinafter referred to as the “Union”). Said Agreement to be effective July 1, 2021 – June 30, 2024, a successor agreement to the one expiring June 30, 2021.

The purpose of this Agreement is the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceable procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

For the purpose of this contract the following shall apply:

1. **Permanent Employee:** An employee retained in any position in the Department of Public Works who has completed the probation period as outlined in Article VII (excluding seasonal employees).
2. **Seasonal Employee:** An employee who is a temporary/part-time.
3. **Full-time Employee:** A permanent employee retained in any position in the Department of Public Works for not less than eight (8) working hours per day for five days per week for 52 weeks per year minus legal holidays, required military leave, vacation leave, sick leave, bereavement leave, court leave, or other authorized leave of absence.
4. **Part-time Employee:** A permanent employee retained in any position in the Department of Public Works for less than full-time employment but at least 20 hours per week. Permanent full-time and permanent part-time employees shall be paid in accordance with the wage and salary schedule and shall be eligible for such benefits as shall be applicable to the positions held, all of which shall be on a pro-rated basis.

The hiring of seasonal employees and their condition of employment shall be at the discretion of the Department of Public Works and shall not be represented by this contract.

ARTICLE I - RECOGNITION

1. The Town recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for all permanent full time and permanent part-time employees regularly assigned to the Highway, Water and Wastewater Divisions of the Department of Public Works, but excluding division supervisors, Director(s), confidential, managerial, clerical and seasonal employees and also excluding all other employees.
2. The Employer of the Town of Uxbridge agrees that they or their agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Uxbridge for his participation in recognized union activity as defined under Chapter 150E Section 10 of the General Laws of Massachusetts.

3. The Union agrees that there will be no coercion or discrimination by its members against any employee because of his non-membership in the Union. The Union further agrees that there will be no coercion or discrimination against any employee for his adherence to any provision of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

1. Except as otherwise expressly and specifically provided in this Agreement, the supervision, management and control of the Town's operations, working force and facilities are exclusively vested in the Town. Without limiting the generality of the foregoing, the Town has the right to plan, direct and control the Town operations and working force, to hire, transfer, promote, assign and lay off employees, to demote, suspend; discharge, or take other disciplinary action against employees for just cause, to evaluate employees, to determine the hourly, daily and weekly schedules of employment, the work tasks and standards of performance for employees, the right to assign tasks, to determine what work is to be performed, when it is to be performed, and by whom, and the extent to which it may have things done by its own equipment, facilities and employees or by others, to make, administer and enforce reasonable work rules and regulations, to take whatever action may be necessary to carry out its work in situations of emergency, all such rights being vested exclusively in the Town.
2. Any of the rights, powers and authorities which the Town had prior to entering into this collective bargaining agreement are retained by the Town, except as modified by this Agreement.
3. Nothing contained in this Agreement is to be construed as in any way granting or waiving rights or responsibilities of the Town which may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts.

ARTICLE III - UNION DUES

1. The Town agrees to deduct union membership dues levied in accordance with the Constitution and By-Laws of the Union from the weekly pay of each employee who shall authorize it by signing and furnishing to it of such check off dues form, and remit the aggregate amount to the Treasurer of the Union, together with a list of employees for whom said dues have been deducted. Such remittance shall be made on or about the 10th day of the month succeeding that in which the deductions were made. The Union will notify the Town of the name and address of the Treasurer of the Union. In the event of any change of the Treasurer of the Union, the Town shall be notified by the same method.
2. The Union shall indemnify and hold the Town harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to the provisions of this Article.
3. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made

pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE IV - VOLUNTARY AGENCY FEE

1. Subject to the terms and conditions of M.G.L. Chapter 150E, Section 12, and the rules and regulations of the State Labor Relations Commission in connection therewith, bargaining unit employees who do not choose to become members of State Council #93, Local 1709 and to maintain their membership in good standing may volunteer to pay to Local 1709 on or after the thirtieth day following the beginning of their employment or the effective date of this Agreement, whichever is later, an agency service fee in an amount equal to the amount required to become a member and remain a member in good standing of Local 1709 and its affiliates to or from which membership dues or per capita fees are paid or received. An employee may request a rebate of any portion of the fee which he may be entitled to under the law, as per the procedures referenced in the AFSCME Constitution.
2. The Union shall indemnify and save harmless the Town against any and all claims, demands, suits or other forms of liability which may arise by reason of any action taken by the Town in connection with this Article.

ARTICLE V - UNION STEWARDS

1. A written list of Union Stewards shall be furnished to the Town immediately after their designation, and the Union shall notify the Town of any changes.
2. One Chapter Officer shall be granted one hour off during normal working hours at the discretion of the Director to investigate and settle grievances without loss of pay. Should the investigation of the grievance continue beyond normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after quitting time.
3. Within the first 10 days of a newly hired employee, one Chapter Officer shall be granted 30 minutes during normal working hours at the discretion of the Director, for orientation purposes to review the Collective Bargaining Agreement, the benefits therein and membership application.

ARTICLE VI - JUST CAUSE

The Town agrees that it will not demote, suspend, discharge or take other disciplinary action against employees who have passed their probationary period and who are continued in the employ of the Town without just cause.

ARTICLE VII - PROBATIONARY PERIOD

Each newly hired employee shall serve a probationary period. The probationary period shall start on the date of hire by the Town and continue for six (6) months. The probationary employee shall

be entitled to the following benefits, as provided to all other employees covered by this Agreement:

1. Health and Life Insurance Benefits
2. Holiday and Jury Duty Pay
3. Bereavement Leave
4. Family and Medical Leave
5. Accrual of Sick and Vacation Leave

During the probationary period, an employee is not entitled to use paid vacation, personal and/or sick leave. Probationary employees shall not have seniority rights and may be disciplined, including discharge, at the discretion of the Town, and such action shall not be subject to the provisions of Article IX, Grievance Procedure, of this Agreement. After successfully completing the probationary period, the employee shall be entitled to all benefits and provisions of this Agreement.

ARTICLE VIII - SENIORITY

1. Seniority as used in this Agreement is an employee's length of continuous and unbroken service with the Town in years, months and days dating from his most recent date of hire.
2. The principle of seniority shall govern as to the choice of vacation, consistent with the discretion referenced in Article XVI Vacations.

ARTICLE IX - GRIEVANCE PROCEDURES

1. Any grievance which may arise between the parties hereto shall be presented in the following manner and order and within the time limits set forth herein. A grievance is defined as a claim concerning the meaning, application, or interpretation of any of the provisions of this Agreement.

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance with the Supervisor of the Highway Division, in the case of an employee assigned to the Highway Division, the Supervisor of the Water Division, in the case of an employee assigned to the Water Division, and the Supervisor of the Wastewater Division in the case of an employee assigned to the Wastewater Division, within ten- (10) days of the grievance. Such grievance shall be submitted in writing, and shall set forth the facts relied upon, the section of the Agreement allegedly being violated, the remedy sought, and shall be signed by the grieving employee. The party to whom the grievance is presented, as aforementioned, shall attempt to adjust the matter and shall respond in writing to the Steward within ten (10) days after the submission of the grievance to him in Step 1.

Step 2: If the grievance has not been settled in Step 1, it may then be taken up with the Director of the Department of Public Works in the case of employees assigned to the Highway, Water and Wastewater Divisions, within ten (10) days after the Division Supervisor's response in Step 1 is due or received, whichever is earlier. The Director of Public Works shall attempt to adjust the matter, and shall respond in writing to the Steward within ten (10) days after the

submission of the grievance to the Director.

Step 3a: The Union Steward and/or representative, with or without the aggrieved employee, must submit the grievance in writing to the Town Manager within ten (10) days after receipt of the DPW Director's Step 2 response. The Town Manager shall attempt to resolve the matter and shall respond to the Union Steward within ten (10) days after submission of the grievance to him/her.

Step 3b: If the grievance has not been settled in Step 2a, it may then be taken up with the Board of Selectmen within ten (10) days after the party's response in Step 2a is due or received, whichever is earlier. Such grievance shall be submitted in writing. The Board of Selectmen shall respond to the Steward in writing within twenty (20) days after the submission of the grievance to it.

Step 4: If the grievance is still unresolved, either party may, within thirty (30) working days, after the reply of the Board of Selectmen is due or received, whichever is earlier, by written notice to the other, submit the grievance to arbitration.

The arbitrator shall be selected and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's authority shall be limited to matters involving the interpretation and application of the provisions of this Agreement. The arbitrator may not modify, amend, delete or add to the terms of this Agreement. Within the limits of his authority, the decision of the arbitrator, to the extent provided by law, shall be final and binding. The fees and expenses of the arbitrator shall be borne equally by the parties. No employee shall have the right to require arbitration.

Failure of the grievant to present or advance a grievance in accordance with any of the time limits set forth in the grievance procedure shall constitute a waiver of the grievance. The time limits set forth herein may be enlarged by the written consent of the parties hereto. In the event any of the parties to whom the grievance is presented as hereinbefore provided fails to respond within the time limits provided, it shall be deemed a denial of the grievance.

ARTICLE X - HOURS OF WORK

1. Full-time Employees assigned to the Highway, Water and Wastewater Divisions shall work eight (8) hour shifts from Monday through Friday inclusive, with a twenty (20) minute paid meal period and two fifteen (15) minute coffee or soft drink break periods at times determined by the Director or his designee. Part-time employees' hours of work and break shall be at the discretion of the Director or his designee which shall not be unreasonably exercised or used specifically to avoid overtime.

Employees assigned to the Highway Division shall work a summer schedule. The summer work week shall consist of four (4) consecutive days out of seven (7) and the work week shall be Monday through Thursday. The summer schedule shall begin on April 1st and end on September 30th and entail working a ten (10) hour shift per day. The normal work day during this period shall be 6:00 a.m. to 4:00 p.m.

2. Each employee shall be scheduled to work a shift with a regular starting and quitting time. Employees shall be allowed ten (10) minutes personal clean up time.

3. The Town reserves the right to establish and/or change the employee's work schedules provided that no such change shall be arbitrary or capricious.
4. The hours of work of employees working the normal workday as heretofore provided shall not be temporarily changed back and forth from time to time so as to meet specific needs as they arise for the purpose of avoiding overtime. This paragraph is simply meant and shall be so interpreted to cover the following types of situations: An employee works a normal workday of 7:00 a.m. to 3:00 p.m. A major snowstorm is forecasted during the evening. The Town, so as to avoid overtime, sends the employee home early and tells him not to report to work at his normal time but to report at 4:30 after the specific need (storm) passes the employee returns to his normal workday.

ARTICLE XI - OVERTIME

1. Employees shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for all work performed in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week. All overtime work performed on Sunday shall be paid at double the regular rate of pay.
2. Any employee called back to work on the same day after having completed his regularly scheduled work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of one and one-half (1 1/2) or two (2) times his regular rate of pay for all hours worked on recall and shall be guaranteed a minimum of four (4) hours pay. Employee will be compensated from time of recall. The provisions of this Section (2) shall not be applicable when the overtime is a continuation of the working day. The four-hour (4) call back shall also not be applicable to early call-ins or one-half day holidays.
3. It is recognized that the assignment of overtime work is the function of the Town in keeping with its responsibility for meeting its obligations. Overtime will be assigned on an equitable basis using a rotating list starting with the most senior employee. Subject to the requirements of the Town, said work shall be assigned on an equitable basis to qualified employees who are assigned to the Division who normally perform such work in the course of their normal work week, before utilizing qualified employees from other Divisions. Qualifications will not be determined in an arbitrary or capricious manner. The time from which an employee has been excused from overtime work as well as overtime opportunity refused or for which an employee was unavailable shall be considered as time worked. The Town shall keep records of overtime worked, and post such records monthly. The Union will have the right to review overtime records provided reasonable notification is given prior to such review.
4. Assignment of overtime as provided in Section 3 shall first be on a voluntary basis. In the event that there are not a sufficient number of Section 3 qualified volunteers, overtime shall be mandatory in the inverse order of seniority amongst the Section 3 qualified employees.
5. When an employee's period of overtime work extends without interruption from one working day into the following working day, the employee shall be paid overtime at the rate of two times his/her regular rate of pay for any work performed after sixteen (16) hours of continuous operations."
6. Hours paid for holiday leave shall be considered as hours worked for the purpose of computing

overtime in accordance with Section (1) of this Article.

7. The town shall not assign any management personnel to perform overtime work unless all Division employees are working, have been excused, have refused or are unavailable. Management personnel will not be precluded from responding to Public Safety situations for the purpose of assessing the emergency and to assign the necessary bargaining unit personnel to correct the situation.
8. All hours compensated shall be considered as hours worked for the purpose of computing overtime in accordance with Section (1) of this Article.
9. During the period between April 1st and September 30th, Highway Division employees shall be paid overtime at the rate of one and one-half (1½) times their regular rate of pay for all work performed in excess of ten (10) hours in one (1) day or forty (40) hours in one (1) week.

ARTICLE XII - JOB POSTING AND BIDDING: PROBATIONARY PERIODS

1. Whenever a permanent vacancy occurs in the bargaining unit and the Town desires to fill such vacancy, the Town shall post a notice of such vacancy in a conspicuous place for a period of five (5) working days. Employees interested in such vacancy shall apply in writing within the posting period.
2. The Town may fill said job from applicants within the bargaining unit or outside of the bargaining unit, provided however, that preference shall be given to applicants from within the bargaining unit where such applicants' qualifications are equal to or exceed those of applicants. Town seniority shall govern provided the qualifications of the employees are equal.
3. The word "qualifications" as used in this Article shall include, but shall not be limited to, such factors as ability, skill, previous training, experience, including current job performance, physical fitness, records of absenteeism, and tardiness.
4. The successful applicant shall be given a thirty (30) working day trial and training period in the new position at the applicable rate of pay. If the employer or employee determines that the employee is not qualified to perform the work, he shall return to his old position and rate.

ARTICLE XIII - REDUCTION IN FORCE, DISMISSALS, RECALL

The following rules shall apply in the determination of which employees are to be dismissed in the event of a reduction in force is made by the Town:

1. Qualifications being equal, the employees with the least Town seniority in the division involved shall be declared excess.
2. The employees declared excess in Step I shall have the right to bump, qualifications being equal, a junior employee in another division.
3. In applying Rules 1 and 2 there shall be no upward "bumping". Rather, the seniority -

qualification rules shall only be applied laterally and downward.

4. The word “qualifications” as used in this Article shall include, but shall not be limited to, such factors as ability, skill, previous training, experience, including current job performance, physical fitness, record of absenteeism and tardiness.
5. The standard of review of the Town’s determination of qualification and/or seniority questions under this Article and Article XII shall be whether the Town was arbitrary or capricious in making its determinations.
6. Employees terminated under this Article shall have recall rights, subject to the following terms and conditions, to permanent vacancies, which the Town desires to fill for three (3) years from the effective date of the employee’s termination:
 - a. Employees shall have recall rights only to positions from which they were dismissed or could have bumped.
 - b. In the event two or more employees have recall rights, the Town shall recall in accordance with the rules set forth in Sections 1-4 of this Article.
 - c. Anything contained in this Agreement to the contrary notwithstanding, an employee must be qualified to perform the duties and responsibilities of the position to which he is recalled at the time of the recall.
 - d. Recall notices shall be sent by Certified or Registered mail to the dismissed employee’s last known address as shown on the Town’s records. The recalled employee shall have seven (7) days after receipt of the notice to accept the recall and be ready to commence work, provided, however, that said seven (7) day period may be extended by the Town Manager in its discretion. In the event the employee does not accept the recall, all recall rights shall terminate.

ARTICLE XIV - MONETARY SCHEDULES

There shall be attached to and considered part of this Agreement a wage schedule marked “Appendix A” and license/certification schedule marked “Appendix B”. Employees shall be compensated in accordance with said schedules. In addition to the contractual cost of living increase, the Town may pay the Employee a bonus not to exceed two percent (2%). The Director of the Department of Public Works, or designee, shall determine the increase based on an annual performance evaluation of the prior fiscal year. This performance evaluation will be completed by the end of August of the current year.

ARTICLE XV - HOLIDAYS

1. The following days shall be considered to be paid holidays for eligible employees of the Highway, Water and Wastewater Divisions:

New Year's Day	Martin Luther King, Jr.'s Birthday
George Washington's Birthday	Patriot's Day
Memorial Day	Juneteenth
Fourth of July	Labor Day
Indigenous Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Day before Christmas	Christmas Day

2. Should any holiday fall on an employee's day off, the nearest scheduled working day will be considered to be the holiday.
3. Any employee required to work on any of the listed holidays shall receive in addition to any holiday pay to which he may be entitled under this article, double (2 times) his regular straight time hourly rate of pay for hours so worked. If the employees have to work on any one-half day holiday, they shall be paid at the overtime rate for hours worked. The time worked shall be in the second half of the day or in the event of a call back.
4. Eligibility requirements for holiday pay shall be as follows: The employee shall have worked his last scheduled workday immediately preceding and his next regularly scheduled workday immediately following the holiday, unless excused by his supervisor.
5. Holiday pay for each of the listed holidays shall be eight (8) or four (4) hours pay, as the case may be, computed at the employee's regular straight time hourly rate.
6. Holiday pay for each of the listed holidays during the period from May 1st to September 30th shall be paid as eight (8) hours and the remaining two (2) hours shall be the responsibility of the Highway Division employee through the use of accrued personal, duty time, vacation or sick incentive paid time off in order to total forty (40) hours per week.

ARTICLE XVI - VACATIONS

1. Employees shall be entitled to vacation with pay, subject to the terms and conditions hereinafter provided, in accordance with the following schedule:

Length of Service as of Vacation Eligibility Date	Annual Amount of Vacation
More than six (6) months, but less than one (1) year	1 week (5 days)
More than one (1) year, but less than five (5) years	2 weeks (10 days)
More than five (5) years, but less than ten (10) years	3 weeks (15 days)
More than ten (10) years, but less than fifteen (15) years	4 weeks (20 days)
More than fifteen (15) years	4 weeks (20 days) plus one day for each year thereafter to a maximum of five weeks (25 days)

2. For the purposes of calculating accrued vacations, the Town may credit a new hire with

relevant prior experience and start him/her at the corresponding range of service as shown in the above table. This provision in no way affects the calculation for seniority as defined in Article VIII.

3. The eligibility date for employees shall be the anniversary date of employment/recall.
4. Hours paid on sick leave status under Article XVIII and employees who are out on Industrial Accident shall be counted as hours worked for the purpose of determining vacation eligibility, provided that if said employee has not returned to active duty, he shall not be entitled to vacation pay.
5. An Employee shall provide at least two (2) weeks notification when requesting vacation time. The scheduling of vacation shall be within the discretion of the employee's division head. In the event of using less than a week of vacation time, a shorter notification is allowed if mutually agreed upon with management.
6. An employee who quits his employment or who is discharged for cause prior to the time he becomes eligible to take his vacation shall not be entitled to any vacation with pay.
7. Vacation pay shall be the number of days of vacation to which the employee is entitled times the number of hours the employee regularly works per day at straight time rate of pay to the employee as of the time he becomes eligible to take his vacation.
8. All but one week of vacation must be taken in the year following an employee's vacation eligibility date. Any week not taken may be taken only in the subsequent year. Except as herein provided, there shall be no accumulation of vacation and vacations not taken as provided shall be lost.
9. Vacation not used due to minimum staffing requirements or policy outside this agreement will not be subject to Section 8, provided the Department Head approves such carry-over.
10. All vacations and days off will be posted on a calendar in the respective Division's common area when the leave application is approved. Application for leave will be signed within a 48-hour period or sooner, and a copy of the leave application will be given to the employee within the same time limit, approved or disapproved. Once leave has been posted, a senior man has two weeks' time to bump a junior man.

ARTICLE XVII - INSURANCE

1. Any active employee hired prior to July 1, 2008 shall contribute 25% towards the health/medical benefits and the Town shall contribute 75%. Any active employee hired after to July 1, 2008 shall contribute 30% towards the health/medical benefits and the Town shall contribute 70%. The Union shall designate the Chapter Chairman or member of the negotiations team as the Union's representative to the Chapter 23B Insurance Advisory Committee.

ARTICLE XVIII - SICK LEAVE

1. Sick leave shall accrue at the rate of one and one-quarter (1 1/4) days for each month of service

with a maximum of fifteen (15) days per year of employment. Sick leave credit will begin the first day of the month in which the employee is employed, the first working day of that month. Sick leave may be accumulated to one hundred eighty-five (185) days.

2. Employees shall be required to submit, upon request of the Town Manager's designee, a doctor's certificate as proof of illness or injury. It is understood that the Town Manager's designee will not be arbitrary and capricious in requesting doctor's certificates and that no automatic across-the-board rule requiring doctor's certificates in all cases will be adopted. Within the meaning of this Article, sick leave shall be absence from duty due to personal illness or personal injury not sustained in the line of duty for which the employee is entitled to compensation as an employee of the Town of Uxbridge under the provisions of the General Laws of Massachusetts.
3. If a question exists as to whether an employee is entitled to compensation under the Workman's Compensation Act, it is agreed that pending resolution of said question, the employee may draw sick leave benefits.
4. The employee shall reimburse the Town of such payments in the event he receives Workman's Compensation benefits for said period. Upon such payment to the Town, sick leave credit equal to the amount of compensation shall be re-credited to the employee's sick leave accumulation.
5. Notification of illness or injury must be made as early as possible, but no later than the time of reporting to work on the first day of illness. Notification shall be given to the employee's department head.
6. Any employee on sick leave and who is found to be gainfully employed elsewhere shall be subject to disciplinary action which may include termination or other form of disciplinary action.
7. Upon the death of an employee of five years or more who is eligible for sick leave, payment shall be made to the estate of the deceased employee in an amount equal to the actual amount of sick leave earned but not expended to a maximum of twenty-five percent (25%).
8. Retirement Benefit:
 - a. At the time of retirement from employment with the Town of Uxbridge, an employee shall receive 50% of all accumulated sick leave, not to exceed 45 days of pay at their straight time hourly rate of pay at the time of retirement provided they have completed five (5) years of service with the Town of Uxbridge. Retirement eligibility will be defined by using criteria established by the Worcester Regional Retirement System, or such other entity responsible for managing the Town's retirement funds.
9. Sick leave bank:
 - a. There shall be a sick leave bank for the use of bargaining unit employees in the event of an extended illness or accident which has depleted the employee's personal sick leave accumulation.
 - b. Beginning with the effective date of this agreement three (3) sick days from each employee's sick leave accumulation shall be allocated to the sick leave bank, and each July 1 thereafter an additional two (2) days from each employee's sick leave shall be allocated

until the sick leave bank has a maximum of 155 days allocated to it. After the sick leave bank has reached its maximum allocation, additional allocation of not in excess of two (2) days per fiscal year shall be made as necessary to return the bank to its maximum allocation.

- c. Sick leave days allocated to the sick leave bank shall be distributed to eligible employees by majority vote of a committee to be comprised of two members appointed by the Union and one member appointed by the Department of Public Works.
- d. In order to be eligible for sick leave bank distributions, employees must be permanent full-time employees of the Department of Public Works with at least one year of service, have exhausted all accrued paid time off and have an extended illness or injury. No employee shall receive more than forty (40) days of sick leave from the sick leave bank in any fiscal year.
- e. The committee established to distribute sick leave from the sick leave bank must report each request and its action thereon to the Department of Public Works.
- f. Denials of requests for sick leave by the sick leave bank committee will not be grievable under Article IX.

10. Sick leave incentive:

Any employee using four or less sick days during a calendar year shall be entitled to additional paid absences as follows:

- a. an employee using zero (0) sick days during a contract year shall be entitled to five (5) paid absence days during the following year
 - b. an employee using one (1) sick day during a contract year shall be entitled to four (4) paid absence days during the following year;
 - c. an employee using (2) sick days during a contract year shall be entitled to three (3) paid absence days during the following year;
 - d. an employee using three (3) sick days during a contract year shall be entitled to two (2) paid absence days during the following year;
 - e. an employee using four (4) sick days during a contract year shall be entitled to one (1) paid absence day during the following year;
 - f. an employee using five (5) or more sick days during a contract year shall not be entitled to any additional paid absence days during the following year.
11. Upon retirement, or resignation or layoff, payment will not be made for any sick leave incentive balance. Said additional paid absences shall not be deducted from the employee's regular days off, vacation time, nor any other present benefit. Paid absences under this section shall require seven (7) days written notice to the Division Supervisor prior to the day requested.

ARTICLE XIX - PERSONAL LEAVE

1. The granting of paid personal leave shall be within the discretion of the Director of Public Works or his designee, which discretion shall not be unreasonably exercised, subject to the following terms and conditions:
 - a. Not more than three (3) days leave per year may be granted.
 - b. Leave may be granted only for imperative personal business which necessitates the employee's presence and which cannot be scheduled other than during the employee's work hours.
 - c. Request for such leave shall be made in writing at least three (3) days prior to the day requested, except in cases of emergency or mutually agreed upon with management therein.

ARTICLE XX - FUNERAL LEAVE

1. In the event of a death in the employee's immediate family, the employee shall be allowed to be absent from work, with pay, for five (5) business days exclusive of the day of the death. To be eligible for leave with pay as provided herein the employee must attend the funeral.
2. Immediate family means spouse, child, mother, father, brother, sister, grandparent, mother-in-law, father-in-law, stepmother, stepfather, and stepchildren and grandchildren.
3. In the event of death of the employee's aunt, uncle, brother-in-law or sister-in-law, and grandparents of spouse, the employee shall be allowed to be absent from work with pay one day (1) on the day of the funeral.

ARTICLE XXI - JURY PAY

In the event that an employee is called for jury duty, the employee shall be permitted to be absent from work so to serve and shall be paid for the time spent as a juror the difference between the amount he received for jury duty (excluding trial allowances or reimbursement of expenses) and the amount he would have received had he been employed by the Town during such time, provided he was scheduled to work during such time. Jury pay shall be computed on the basis of the employee's base hourly rate and shall be limited to the amount of hours regularly worked per day. To be eligible for jury duty benefits provided herein, the employee must give the Town reasonable notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty during the time for which he claims payment.

ARTICLE XXII - STANDBY DUTY PAY

1. Any employee who is required to perform standby duty for (1) continuous week shall receive duty pay equal to \$300.00 for said week. Included within this weekly compensation is the requirement that the stand-by employee conducts communication via telephone or other means, computer work or similar activities without actually returning to work.

2. This duty shall encompass checks on Saturday and Sunday, which will be paid at the rate of one and one-half (1 ½) or two (2) times the employees' base rate plus longevity (if applicable). Employees who are on standby status who are called back (excluding the Saturday/Sunday checks) will be guaranteed a minimum of four (4) hours pay and each four-hour period shall be considered one call back.
3. An employee on standby who addresses an issue with from his/her home via the online computer system shall be entitled to two (2) hours pay at the rate of one and one half (1 ½) or two (2) times the employees' base rate plus longevity (if applicable). If the employee(s) must report to the work site to address the issue, he/she shall receive a minimum of four (4) hours pay at the rate of time and one (1 ½) or two (2) times his/her standby duty rate of pay.
4. Employees who are on standby duty on a holiday shall be credited with eight (8) or four (4) hours of compensatory time, as the case may be for the holiday.

ARTICLE XXIII - LEAVES OF ABSENCE

1. The Town will comply with the requirements of all state and federal laws with respect to employees who are called to service in the Armed Forces of the Commonwealth of Massachusetts or United States.
2. All requests for leaves of absence shall be made in writing to the employee's division supervisor with as much advance notice as is possible, but in no event, except in cases of emergency, less than ten (10) days prior to the date the leave is requested to commence. The granting of any such request shall be within the discretion of the Town Manager.
3. All leaves of absence granted hereunder shall be without pay and without accumulation of Seniority.

ARTICLE XXIV - TEMPORARY ASSIGNMENT

In the event an employee is temporarily assigned by his department head to perform the duties of a person in a higher rated job and so performs such duties for a period of at least one (1) full day compensation for such service at the minimum of the job rate range of the higher rated job, or in the event such minimum is lower than the employee's then regular job rate, at the next step in the higher rated job as will be above the employee's then regular job rate. Such compensation shall continue so long as the employee continues to perform the duties of the higher rated job. It is understood that upon return by the employee to his regular duties, the increase in compensation provided for in this Article shall terminate.

ARTICLE XXV - STRIKES

1. There shall be no strikes, walkouts, stoppages or suspensions of work, boycotts, sit-downs or slowdowns, picketing or any other interference with the Town's operations, whether direct or sympathetic. No officer, agent or representative of the Union shall authorize, approve, ratify or condone any of the activities herein prohibited and no employee will instigate, promote, sponsor, engage in or condone any of the activities herein prohibited.

2. The Union, its officers, agents and representatives, shall make every reasonable effort in good faith to prevent or terminate any action in violation of paragraph 1 of this Article, including but not limited to, publicly declaring that such action is in violation of the Agreement and by instructing and directing the employees to cease such improper conduct and that work be fully resumed.
3. Employees who violate this article may be subjected to disciplinary action including the termination of employment. Any discipline issued under this article may be challenged under Article VIII (Grievance Procedure).
4. Violations of this article are subject to the Grievance/Arbitration provisions of Article IX.

ARTICLE XXVI - MISCELLANEOUS PROVISIONS

1. Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may see the bulletin boards for notices or routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. Should any provisions of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet to discuss the question of a substitute provision for the invalidated provision.
3. The Town agrees to permit non-employee representatives of the Union to enter the premises at reasonable times to discuss working conditions with individual members of the bargaining unit provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees and provided the employee's supervisor has been so notified prior to said entry onto the premises.
4. Employees who are required to use their vehicles in the performance of their duties and responsibilities will be reimbursed for all such required travel at the rate of the current IRS standard for mileage (the Town Accountant will provide this information on an annual basis).
5. At reasonable times and upon reasonable notice an employee shall have the right to review the contents of his personnel file, excluding confidential information concerning his employment or reemployment with the Town. He shall also have the right to submit a written comment on the contents of his personnel file.
6. Employees shall receive their pay via direct deposit. Electronic paystubs will be made available to employees by regular quitting time on pay day.
7. The parties shall establish both a Mutual Concern Committee and a Safety Committee which shall each consist of six members as follows:
 - a. Three members designated by the Union.
 - b. Three members designated by the Town Manager, at least one of whom shall be a member of a designee of the Board involved in the matter under discussion.
 - c. The members designated may be changed.

- d. The Committee shall meet at least quarterly.
 - e. It is agreed that the provisions of this Section 8 are consultative only and will in no way be construed as broadening the scope or application of the Agreement as a whole; nor will these provisions make any matter a grievance in the absence of these provisions, nor make any matter a mandatory subject of bargaining in the absence of the provisions of Section 9. It is further agreed that the provisions of this Section 9 will no way be construed as permitting the Committee to deal with grievances filed under Article VIII.
- 8. The Town agrees that in connection with its snow removal and sanding work that it will not subcontract out such work when Town employees who normally perform such work are not working but available where the purpose of such subcontracting is to avoid overtime.
 - 9. One member of the bargaining unit, provided he is a duly authorized delegate, may be granted a leave of absence, not to exceed three (3) days in any one year, for the purpose of attending seminars and meetings, including conventions, of the Council, State, or National Bodies of the Union.
 - 10. The equipment owned by the Town and operated by Town employees, will be maintained in reasonable operating condition.
 - 11. Upon favorable separation after 20 years of continuous service, the employee is entitled to a severance pay lump sum of \$1,000.
 - 12. All employees who have successfully obtained a work related license will be reimbursed, without duplication, the license application fee and the subsequent renewal fees. The Town shall pay for the cost to obtain the CDL motor vehicle license each renewal period. Work related licenses shall be those licenses utilized in the Division the employee is assigned to, excluding motor vehicle licenses.
 - 13. An employee assigned to the “wing truck” shall receive an additional \$1.00/hour to his/her regular rate of pay for all hours he/she operates the “wing truck.”

ARTICLE XXVII - NON-DISCRIMINATION

The Town and the Union agree that they will not discriminate against any employee on the basis of race, color, religion, age, sex, or national origin, as provided by law.

ARTICLE XXVIII - EFFECT OF AGREEMENT

This instrument constitutes the entire agreement of the Town and the Union arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent with respect to future enforcement of all the terms and conditions of this Agreement.

ARTICLE XXIX - CLOTHING

1. The wearing of shorts in warm weather will be allowed but the Director retains the discretion to disallow for safety reasons. The Director will have the sole right to determine the type of shorts allowed.
2. Employees shall receive an annual clothing allowance in the amount of \$550.00 per contract year. Such reimbursement shall be taxable on wages.
3. This benefit shall not apply to probationary employees.
4. Employees shall receive a separate check on July 1 or the first pay period of the fiscal year to cover the current fiscal year. It is further agreed that all employees receiving such clothing allowance shall be prepared for work and dressed professionally, and in appropriate attire for all weather conditions.

ARTICLE XXX - DURATION AND RENEWAL

This Agreement shall become effective July 1, 2021, except as otherwise provided herein, and shall continue in full force and effect until June 30, 2024. The Selectmen and the Union upon receipt of said notice, shall make immediate arrangements to engage in negotiations for a successor Agreement. The remaining provisions of the collective bargaining agreement expiring June 30, 2021, shall remain in full force and effect, incorporated into this successor agreement.

APPENDIX A - WAGE SCHEDULE

FY2022

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5
	0-2 years	3-4 years	5-6 years	7-8 years	9-10 years
Heavy Equipment Operator	\$ 26.00	\$ 27.04	\$ 28.12	\$ 29.24	\$ 30.41
Mechanic	\$ 27.00	\$ 28.08	\$ 29.20	\$ 30.37	\$ 31.58
Foreman-Highway	\$ 30.50	\$ 31.72	\$ 32.99	\$ 34.31	\$ 35.68
Laborer	\$ 22.00	\$ 22.88	\$ 23.80	\$ 24.75	\$ 25.74
Chief Operator	\$ 34.24	\$ 35.61	\$ 37.03	\$ 38.51	\$ 40.05
Assistant Chief Operator	\$ 30.78	\$ 32.01	\$ 33.29	\$ 34.62	\$ 36.00
Foreman-Water/Wastewater	\$ 26.59	\$ 27.65	\$ 28.76	\$ 29.91	\$ 31.11
Operator Technician	\$ 26.09	\$ 27.13	\$ 28.22	\$ 29.35	\$ 30.52
Operator Tech Apprentice	\$ 24.00	\$ -	\$ -	\$ -	\$ -

FY2023

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5
	0-2 years	3-4 years	5-6 years	7-8 years	9-10 years
Heavy Equipment Operator	\$ 26.52	\$ 27.58	\$ 28.68	\$ 29.82	\$ 31.02
Mechanic	\$ 27.54	\$ 28.64	\$ 29.78	\$ 30.98	\$ 32.21
Foreman-Highway	\$ 31.11	\$ 32.35	\$ 33.65	\$ 35.00	\$ 36.39
Laborer	\$ 22.44	\$ 23.34	\$ 24.28	\$ 25.25	\$ 26.25
Chief Operator	\$ 34.92	\$ 36.32	\$ 37.77	\$ 39.28	\$ 40.85
Assistant Chief Operator	\$ 31.40	\$ 32.65	\$ 33.96	\$ 35.31	\$ 36.72
Foreman-Water/Wastewater	\$ 27.12	\$ 28.20	\$ 29.34	\$ 30.51	\$ 31.73
Operator Technician	\$ 26.61	\$ 27.67	\$ 28.78	\$ 29.94	\$ 31.13
Operator Tech Apprentice	\$ 24.48	\$ -	\$ -	\$ -	\$ -

FY2024

Position Classification	Step 1	Step 2	Step 3	Step 4	Step 5
	0-2 years	3-4 years	5-6 years	7-8 years	9-10 years
Heavy Equipment Operator	\$ 27.05	\$ 28.13	\$ 29.25	\$ 30.42	\$ 31.64
Mechanic	\$ 28.09	\$ 29.21	\$ 30.38	\$ 31.60	\$ 32.85
Foreman-Highway	\$ 31.73	\$ 33.00	\$ 34.32	\$ 35.70	\$ 37.12
Laborer	\$ 22.89	\$ 23.81	\$ 24.77	\$ 25.76	\$ 26.78
Chief Operator	\$ 35.62	\$ 37.05	\$ 38.53	\$ 40.07	\$ 41.67
Assistant Chief Operator	\$ 32.03	\$ 33.30	\$ 34.64	\$ 36.02	\$ 37.45
Foreman-Water/Wastewater	\$ 27.66	\$ 28.76	\$ 29.93	\$ 31.12	\$ 32.36
Operator Technician	\$ 27.14	\$ 28.22	\$ 29.36	\$ 30.54	\$ 31.75
Operator Tech Apprentice	\$ 24.97	\$ -	\$ -	\$ -	\$ -

Longevity

Employees after July 2021	Step A	Step B	Step C	Step D	Step E	
	15 Years	20 Years	25 Years	30 Years	35 Years	
	\$ 0.75	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75	
Employees before July 2021	Step A	Step B	Step C	Step D	Step E	Step F
	7-11 Years	12-19 Years	20-24 Years	25-29 Years	30-34 Years	35+ Years
	\$ 0.30	\$ 0.75	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75

Notes:

1. In the event of the hiring of a new employee or of a promotion within, the Director shall have the ability to determine the placement of a step using a combination of years of service, experience, and merit.

APPENDIX B - LICENSE/CERTIFICATION SCHEDULE

The Town hereby agrees to provide annual incentives for Licensing and Certifications by offering stipends to employees who acquire and maintain the following valid licenses and certifications in accordance with the attached "Licensing and Certifications Schedule". The Town shall compensate the employee for the cost of the respective exam(s) only upon the successful completion of said exam and the receipt of the certificate or license. The employee is responsible for the license application and renewal process and the costs associated therewith. The Town shall reimburse the employee for the renewal costs of said licenses and certifications upon presentation of a valid receipt. If the employee fails to renew, or to maintain, a current license or certificate, for which the Town had previously compensated the employee, the Town shall not again compensate the employee for the re-testing fees. The licenses and certifications that are established as a progressive process shall not be combined for purposes of reimbursement. The provision of compensation under this clause does not alter the minimum requirements for a certification or license within a specific position description. Full operator status must be achieved to be eligible for stipends. Operator-in-training (OIT) licenses will not be eligible for stipends.

The employee is responsible for reporting the current status and the renewal dates of all licenses and certificates to the Division Head on July 1st of each year. The employee shall complete a form provided by the Department in which the employee may request reimbursement and compensation. If the employee is not in possession of the valid license or certification as of the first day in the fiscal year of the application, the stipend shall be calculated from the next full quarter of the fiscal year in which the license or certification was acquired. The request for license and certification stipends must be generally relevant to the function of the Department/Division in which the employee is working. The applicability and number of these licenses and certificates shall be at the discretion of the Director of Public Works or respective Division Supervisor.

There is a cap of \$3,000 per fiscal year. Licenses and/or certifications which do not have an expiration date must have been obtained within 5 years to be considered eligible, except for those not renewable per the attached stipend schedule.

An employee who for any reason does not possess all of the licenses and/or certifications required as a component of their job description shall not be eligible for participation in the stipend program until they have received said licenses. Employees hired prior to the date of ratification of this agreement will be grandfathered. All employees hired after the date of ratification of this agreement will be required to obtain and maintain licenses and/or certifications required as a component of their job description. If any license and/or certification requirements are updated, the employees will be required to complete the updated program to maintain receipt of the appropriate stipend.

This schedule shall be considered a matter of ongoing discussion and revision, and may be amended at any time by agreement of the parties, without such action being construed as an opening of this Agreement for any other purpose whatsoever.

STIPEND SCHEDULE

License or Certification	Total
Hoisting License Class 1B *	\$ 300.00
Hoisting License Class 1C *	\$ 50.00
Hoisting License Class 2A *	\$ 300.00
Hoisting License Class 3A	\$ 300.00
Hoisting License Class 4E	\$ 50.00
Hoisting License Class 4G	\$ 50.00
Commercial Driver's License - Class A	\$ 300.00
Commercial Driver's License - Tanker Endorsement	\$ 50.00
Safe Bucket Truck Operation	\$ 500.00
Massachusetts Pesticide Applicator License	\$ 600.00
APWA Winter Maintenance Supervisor Certificate	\$ 300.00
APWA Certified Public Infrastructure Inspector (CPII)	\$ 700.00
Confined Space Certification	\$ 300.00
Trench Safety/Competent Person	\$ 300.00
CPR/Defibrillator Certification	\$ 100.00
Drinking Water System Distribution Grade 2D *	\$ 600.00
Drinking Water System Distribution Grade 3D *	\$ 900.00
Drinking Water System Treatment Grade 2T *	\$ 900.00
Backflow and Cross Connection Tester DEP	\$ 300.00
Backflow and Cross Connection Surveyor DEP	\$ 300.00
Wastewater Treatment Operator Grade 3 *	\$ 100.00
Wastewater Treatment Operator Grade 4 *	\$ 300.00
Wastewater Treatment Operator Grade 5 *	\$ 500.00
Wastewater Treatment Operator Grade 6 *	\$ 700.00
Wastewater Treatment Operator Grade 7 *	\$ 900.00
Wastewater Collection Systems Grade II *	\$ 300.00
Wastewater Collection Systems Grade III *	\$ 500.00
NASSCO Certification Programs	\$ 300.00

* Highest grade license only for reimbursement.

All license grades shall be full operator status. operator-in-training (OIT) licenses

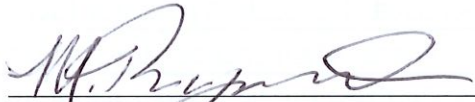
APPENDIX C - SIGNATURES

This agreement has been executed by the duly authorized representatives of the Town of Uxbridge and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1709 on this 1st day of November, 2021.

FOR THE TOWN OF UXBRIDGE, MA

THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, STATE
COUNCIL 93, LOCAL 1709



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