

AGREEMENT

BETWEEN

TEAMSTERS UNION LOCAL 170

AND

TOWN OF SUTTON

JULY 1, 2015 - JUNE 30, 2018

TABLE OF CONTENTS

	Agreement.....	1
Article 1	Union Representation.....	1
Article 2	Union Dues & Agency Service Fee.....	2
Article 3	Protection of Rights.....	3
Article 4	Management Rights	4
Article 5	Job Steward	6
Article 6	Miscellaneous	7
Article 7	Insurance.....	11
Article 8	Pension.....	11
Article 9	Wages	11
Article 10	Town Hall	13
Article 10A	Highway/Sewer Department	14
Article 10B	Dispatchers.....	16
Article 11	Unpaid Leave	18
Article 12	Grievance and Arbitration Procedure	19
Article 13	Vacations	20
Article 14	Holidays.....	22
Article 15	Personal Leave Days	23
Article 16	Sick Leave	24
Article 17	Seniority.....	25
Article 18	Types of Employees	25
Article 19	Vacancies.....	28
Article 20	No Strike or Lockout.....	28
Article 21	Tuition Reimbursement.....	29
Article 22	Performance Evaluations.....	29
Article 23	Termination.....	31
	Appendix A.....	33

AGREEMENT

AGREEMENT entered into by and between the TEAMSTERS UNION LOCAL 170 of Worcester, Massachusetts, International Brotherhood of Teamsters and the TOWN OF SUTTON, within the Commonwealth of Massachusetts. This Agreement as to hours, wages and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns from and after the 1st day of July 2018 until terminated as hereinafter provided.

Whenever the term "he" is used throughout this Agreement, it shall be construed and interpreted as pertaining to either gender, male or female.

ARTICLE 1 UNION REPRESENTATION

Item 1. The employees covered by this Agreement are: all full-time and regular part-time employees in the following departments: Board of Assessors, Building Department; Council on Aging, Board of Health, Fire Department/Library Secretary, Town Clerk, Town Collector, Assistant Collector, Treasurer, Zoning Board, Sewer Commission, Conservation Commission, Floater Position/Earth Removal and Recreation Clerk, Cemetery Commission, and Planning Board; all full-time and regular part-time employees in the Highway Department, but excluding the Highway Superintendent and Highway Foreman; any Landfill Equipment Operators; all full-time and regular part-time employees in the position of Police Dispatchers at the Police Department, but excluding all other Police Department employees including, but not limited to the Police Officers, Sergeants, Lieutenants, Chief and the Dispatcher/Secretary to the Chief, all managerial, confidential, and all other Town employees are excluded from the unit. Among the excluded positions are the following: Town Administrator, Executive Secretary to the Town Administrator/Board of Selectmen, Human Resources Secretary, and all Department Heads regardless of whether full or part-time.

Item 2. The Town recognizes that the Local Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the M.G.L. #150E as amended.

Item 3. An employee who works in two (2) or more limited part-time positions for twenty (20) hours per week shall be covered by this Agreement. All

limited part-time positions or any positions/employees scheduled to work nineteen (19) hours per week or less shall not be covered by this Agreement.

Item 4. It is agreed that the Town may combine any positions covered in Article 1 Item 1 of this Agreement if it deems operations so require, provided however that any such combination shall not remove union rights and representation stated herein.

ARTICLE 2 UNION DUES & AGENCY SERVICE FEE

1. Union Dues:

The Town agrees to deduct Union dues, on a weekly basis four (4) times a month, from the pay of Union members who sign cards or forms authorizing the Town Treasurer to make such deductions. The Treasurer will forward such amounts collected on a monthly basis to the Union along with a list of employees who made such payments.

2. Payment of Dues:

The Town agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees on a weekly basis and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, the employee must make arrangements with the Union to pay such dues in advance.

3. Agency Service Fee:

In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, all employees covered by the Agreement who are not members in good standing of the International Brotherhood of Teamsters, Teamsters Union Local 170 shall, after thirty (30) days of employment or the effective date of this Agreement, whichever is later, be required as a condition of employment to pay to the International Brotherhood of Teamsters, Teamsters Union Local 170, a monthly service fee. Such agency service fee shall not exceed ninety (90%) percent of the dues charged to employees in the bargaining unit who are members of the International Brotherhood of Teamsters, Teamsters Union Local 170. The

Town shall transmit such monthly agency service fee, together with an alphabetical list of employees who have said fees deducted to:

Treasurer
International Brotherhood of Teamsters
Teamsters Union Local 170
P. O. Box 70634
330 Southwest Cutoff, Suite 201
Worcester, MA 01607-0634

The provision of this Article shall be applicable to those employees who are presently members of the Union and to all employees hired after July 1, 1993.

The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability for the enforcement of or arising out of the deduction of dues or an agency fee from any employee's pay or out of application of this Article.

The Union agrees to assume full responsibility for the disposition of the moneys, 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 under General Laws, Chapter 180, Sections 17A and 17G.

4. The Town shall commence withholding dues or agency service fee whichever is applicable:

- (a) for present employees upon ratification or for
- (b) new employees, thirty (30) days after commencing employment.

ARTICLE 3 PROTECTION OF RIGHTS

Item 1. The Town shall not enter into any Agreement or contract with their employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement or contract shall be null and void. All employees shall work in accordance with this Agreement. The Town recognizes and acknowledges this Agreement.

Item 2. No employee covered by this Agreement shall be requested to attend any meetings at which hours, wages and working conditions are to be discussed without a Business Agent or the Secretary-Treasurer of the Union being present.

ARTICLE 4 MANAGEMENT RIGHTS

Item 1. Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; except where any such rights are specifically modified or abridged by terms of this Agreement.

Item 2. By way of example but not limitation, management retains the following rights:

- a) to determine the mission, budget and policy of the departments;
- b) to determine the organization of the departments, the number of employees, the work functions, and the technology of performing them;
- c) to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, or facility;
- d) to determine the methods, means and personnel by which the department's operations are to be carried out;
- e) to manage and direct employees of the department;
- f) to maintain and improve orderly procedures and the efficiency of operations;
- g) to hire, promote and assign employees;
- h) to temporarily transfer, reassign, or detail employees to other shifts or other duties;
- i) to determine the equipment to be used and the uniforms to be worn in the performance of duty;
- j) to determine the policies affecting the hiring and promotion of employees;
- k) to lay off employees in the event of lack of work or funds;

- l) to establish or modify work schedules and the number and selection of employees to be assigned;
- m) to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- n) to enforce existing rules and regulations for the governance of the departments and to add to or modify such regulations as it deems appropriate;
- o) to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in its internal security practices.

Item 3. Except as expressly provided by a specific provision of this Agreement, the exercise of managerial discretion of the aforementioned rights as well as any matter dealing with the administration of the departments shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

Item 4. The parties agree that each side has had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects whether or not included in this Agreement. Accordingly, as to any such matter over which the Agreement is silent, the Town retains the right to refer to the Town of Sutton Personnel By-Law for direction or to make changes after notice is given to the Union as required by law. Any application of discipline or loss of recovery by the Town to a Union employee resulting from reference to the Sutton Personnel By-Law shall be subject to the Grievance Procedure outlined in Article 13 of this Agreement. Any impacts to Union personnel resulting from Personnel By-Law changes made after the date of this Agreement shall then be negotiated with the Union.

Item 5. It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining contract with its employees as the source of its rights and management prerogatives, that this contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract, that said responsibilities and obligations are to be determined by the town except insofar as they may be specifically described, and that the failure or omission of the parties to outline or delineate in this contract responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

ARTICLE 5 JOB STEWARD

The Town recognizes the right of the Union to designate job steward and alternates.

The authority of job steward and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. the collection of dues when authorized by appropriate Local Union action;
3. the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, or any other interference with the Town's business.

The Town recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown or work stoppages in violation of this Agreement.

The Union reserves the right to remove the steward at any time for the good of the Union.

The job steward shall be the last employee to be laid off irrespective of his seniority.

The job steward shall, upon receiving approval of the Department Head, be permitted to investigate, present and process grievances on or off the property of the Town, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly time. No overtime pay shall be made for handling grievances.

ARTICLE 6 MISCELLANEOUS

1. **Credit Union:**

The Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amount so deducted shall be remitted to the New England Teamsters Federal Credit Union once each month. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

2. **Americans With Disabilities Act:**

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

3. **Non-Discrimination Clause:**

The Town and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age.

Whenever any provisions of this Agreement refers to a matter which is covered by Chapter 150E as a prohibited (unfair labor) practice or any applicable anti-discrimination law, where the jurisdiction of the Massachusetts Labor Relations Commission, Massachusetts Commission Against Discrimination or any other state or federal regulatory agency has or may have jurisdiction, all complaints or allegations of violations by the Town must be forward to such regulatory agency and may not be processed as a grievance under this Agreement.

The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

4. Seniority List:

A list of employees arranged in the order of their seniority in their area shall be posted yearly in a conspicuous place at their area of employment, such list shall contain the employee's name and date of hire. A copy shall be sent to the Union.

5. Bulletin Boards:

The Town agrees to provide suitable space for the Union bulletin board in each location or place of work. Postings by the Union on such bulletin boards are to be confined to official business of the Union. All postings are to be signed by a Union official or steward and shall not be a libelous, slanderous, profane or vindictive nature and shall not be used to ridicule Town employees or policies.

6. Personal Identification:

If the Town requires employees to carry personal identification the cost of such personal identification shall be borne by the Town.

7. Military Service Clause:

Employees enlisting or entering the military service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act.

The Town shall pay the health insurance contribution for employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days providing such absence effects coverage for health insurance.

8. Loss or Damages:

Employees shall not be charged for loss or damage of Town equipment unless clear proof of negligence is shown, in which case they may be charged for the loss or damage less normal wear and tear.

9. Court Appearances:

When an employee is required in any court for the purpose of testifying, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Town for all earning opportunity lost because of such appearance. The Town shall furnish the employee who is involved in an

accident during working hours, with bail, bond and legal counsel and shall pay in full for the same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This section shall not apply to employees who are found guilty of driving while under the influence of drugs or alcohol when involved in an accident during working hours.

10. Bonds:

Should the Town require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Town.

11. Jury Duty:

An employee summoned to jury duty will be excused from his/her work for the period necessary to perform jury duty, with no time limit, and shall receive the difference in pay between his/her regular total compensation and jury duty compensation, if any.

12. Injury On The Job:

When a regular employee is injured on the job, he shall be guaranteed eight (8) hours pay for the day injured, or for the number of hours he is regularly scheduled to work per day, whichever is less, provided he is instructed to cease work as a result of an injury, by the Town or their physician. (If required to visit hospitals, clinics, doctor's offices or other places for treatment or diagnosis, during days he is working during working hours, he shall be paid for the time involved in travel and treatment with a guarantee of eight (8) hours or for the number of hours he is regularly scheduled to work per day, whichever is less, and if required to make such visit outside working hours, he shall be paid for the time involved in travel and treatment, but not more than two (2) hours at his normal straight time rate of pay.)

13. Accident Reports:

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Town, the employee before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Town and shall turn in all available names and addresses of witnesses to the accident. Such report shall be made out on Town time.

14. Examinations:

All examinations required by the Town shall be paid for by the Town. Employees, other than applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Town and the Union as to whether or not the employee is physically qualified to work, the Union and the Town shall mutually agree to an impartial doctor, hospital, clinic, etc. for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Town.

15. Death in the Family:

The Department Head shall grant, upon request of the employee, up to four (4) days paid emergency leave upon the death of an employee's spouse, child, mother, father, brother or sister. The Department Head shall grant, upon request of the employee, up to three (3) days paid emergency leave upon the death of an employee's father-in-law, (one only), mother-in-law, (one only), grandparent, grandchild, step-parent, step-child, aunt, uncle or domestic partner. However, the Department Head may limit such leave to less than three (3) days or refuse to grant any such leave if the employee does not attend the last rites of such deceased relative and/or cannot demonstrate reasonable need for as many as three (3) days leave.

The Department Head may grant, upon request of the employee, up to one (1) day paid emergency leave upon the death of an employee's relative not listed above. The Department Head may refuse to grant any such leave if the employee does not intend to attend the last rites of such deceased relative.

16. Access to Premises:

Authorized agents of the Union shall have access to the Town's establishment during working hours.

17. Mileage:

For travel necessitated by Town business, upon the submission of appropriate travel vouchers, any employee shall be reimbursed on a per-mile basis. The actual rate of reimbursement shall be equal to that of the Commonwealth of Massachusetts at any given time.

18. Eyeglasses:

Town Hall employees and dispatchers will be reimbursed \$150.00 for prescription eyeglasses.

ARTICLE 7 INSURANCE

Item 1. The Town agrees to continue to pay fifty (50%) percent of the premium for any health insurance indemnity plan offered by the Town. The Town further agrees to pay seventy (70%) percent of the premiums for the HMO's offered by the Town.

Item 2. It is agreed that the Town may, without the necessity of any written authorization from any employee, deduct from each employee's salary the employee's share of the cost of such insurance. Such deductions for medical insurance shall be made from not less than three (3) of the weekly paychecks due each employee each month, and shall be in as nearly equal amounts as practical.

Item 3. The Town agrees to continue implementation of Section 125 of the Internal Revenue Code (so-called "Cafeteria Plan") for all employees who have medical insurance withheld from their salary pursuant to the plan adopted by the Board of Selectmen and in conformance with said Section 125.

Item 4. The Town shall have the ability to negotiate health care changes during the term of the contract.

ARTICLE 8 PENSION

The Town agrees to continue its statutory contributions to the Worcester County Retirement System. Employees shall contribute a percentage (%) of earnings as determined by statute to the same system.

ARTICLE 9 WAGES

Item 1. The wage schedules included herein as Attachments A shall apply for the duration of the Agreement.

Item 2. Wages shall be paid on a regular basis every Thursday.

Item 3. Employees in the Police Department shall be paid an additional amount per hour upon the following conditions and according to the following schedules:

- a) Prisoner watch – at any time a prisoner is detained in the police lockup, the following amount, in addition to the employee’s regular base rate of pay, shall be paid to the employee:

\$2.20 per hour

- b) Shift differential – an employee who is assigned to work other than the “A” shift (0800 hrs – 1600 hrs) shall be paid, in addition to the regular rate of pay, an amount according to the following schedule:

“B” shift (1600 hrs – 2400 hrs) \$1.20/hour

“C” shift (0000 hrs – 0800 hrs) \$1.30/hour

Item 4. Merit Principal

The Town of Sutton expects, and requires, that all municipal employees shall perform to the best of their ability, and at a level of the highest quality, at all times. Therefore, it shall be the intent of the Town of Sutton, to the greatest extent possible, to compensate it’s employees in a manner where quality performance shall be the basis for wage and salary increases within the municipal classification system.

Item 5. Pay Administration:

a) Step Placement – Current Employees: Each position so assigned to a grade within the wage & salary scales attached herein shall also be assigned to a step within that grade as outlined in Attachment D included herein.

b) Step Placement – New Employees: Any employee hired after the adoption of this Agreement shall be placed in the minimum/starting step of his/her position’s grade. However, in the event that the appointing authority may determine necessary and in the best interest of the Town, said employee may be placed in a step other than minimum/starting, provided that said step shall not be higher greater than the third step of said position’s grade, subject to the approval of the Town Administrator.

c) Step Movement Within Grade – Current Employees: Annually on July 1, individuals employed by the Town at the adoption of this agreement shall move to the next highest step with their position’s grade. Upon reaching the highest maximum step within his/her position’s grade, an employee will cease to receive step increases.

d) **Step Movement Within Grade – New Employees:** Annually on or about his/her anniversary date, those employees hired after the adoption of this Agreement shall move to the next highest step within their position's grade. Upon reaching the highest maximum step within his/her position's grade, an employee will cease to receive step increases.

Item 6. All employees who work for the Town for less than forty (40) hours per week shall have their paid sick days, personal days, holidays and Death in the Family days calculated as follows:

The total scheduled hours work per week divided by the total scheduled days work per week (i.e. twenty-four (24) hours per week divided by four (4) days per week, the employee would receive six (6) hours pay for each of the above referenced days).

Vacation weeks and/or days shall be calculated in the same manner as described above.

ARTICLE 10 TOWN HALL

Item 1. Town Hall: Hours of work in the Town Hall shall be 8:00 AM to 4:00 PM inclusive. Each employee shall be entitled to a forty (40) minute unpaid lunch break. There are to be no overtime hours for Town Hall employees. The number of hours each employee works in any given day or week shall be determined by the Department Head to fit the needs of the department based on workload and budget. Every effort will be made to increase hours pending financial ability.

In lieu of pay, Town Hall employees who work in excess of forty (40) hours will receive compensatory time off at the rate of one and one-half (1 ½) hours for every one (1) hour actually worked over forty (40) hours. Compensatory time will be afforded to any employee who works hour(s) in excess of his/her total regular weekly schedule, but less than forty (40) hours, at a rate of one (1) hour comp time for each one (1) hour worked. The accrual of compensatory time must be approved in advance by the Department Head and Town Administrator. Compensatory time must be used within five (5) weeks of accrual and cannot be carried over.

Item 2. Work Breaks: Each regular full-time and regular part-time employee assigned to the Town Hall shall be entitled to one (1) break from work of ten (10) minutes duration between the beginning of work and the beginning of lunch break and one (1) break from work of ten (10) minutes duration between the end of lunch break and the end of work. The ten (10) minute period begins at the time the employee leaves the work area and ends at the time the employee returns to the work area.

Such work break shall be scheduled at the discretion of the Department Head to be taken at the work site and so as not to interfere with the normal and regular function of the employee's department.

Item 3. Lunch Breaks: Town Hall employees shall be entitled to a forty (40) minute unpaid lunch break. Such lunch break shall be taken at the discretion of the Department Head between the hours of 12:00 noon and 1:00 PM and shall be such that the break does not interfere with the normal and regular function of the Department.

ARTICLE 10A HIGHWAY/SEWER DEPARTMENT

Item 1. Highway/Sewer Department: Hours of work in the Highway/Sewer Department shall be 7:00 AM to 3:00 PM. Transfer Station hours are 7:45 AM to 4:15 PM inclusive. Each employee shall be entitled to a thirty (30) minute unpaid lunch break. All non-exempt employees in the Highway/Sewer Department (as defined in the Federal Fair Labor Standards Act, FLSA) are paid time and one-half (1 ½) of their regular base rate of pay for all hours worked in excess of eight (8) hours in any twenty-four (24) hour period or in excess of forty (40) hours in any seven (7) day period.

Item 2. Work Breaks: Highway/Sewer employees shall be entitled to one (1) break from work of fifteen (15) minutes duration between the beginning of work and the beginning of lunch break and one (1) break from work of fifteen (15) minutes duration between the end of lunch break and the end of work. The fifteen (15) minute period begins at the time the employee leaves the work area and ends at the time the employee returns to the work area.

Such work break shall be scheduled at the discretion of the Department Head to be taken at the work site and so as not to interfere with the normal and regular function of the employee's department.

Item 3. Highway/Sewer employees shall be entitled to a thirty (30) minute unpaid lunch break. Such lunch break shall be taken at the discretion of the Department Head between the hours of 12:00 Noon and 1:00 PM and shall be such that the break does not interfere with the normal and regular function of the employee's department.

Item 4. If a Highway/Sewer Department employee has worked through multiple shifts due to a storm related emergency situation and has also worked until at least 11:30 AM on the next shift, based on the discretion of the Highway Superintendent, the employee will be allowed to go home and be paid until the end of that current shift ending at 3:00 PM.

Item 5. Recall: When a Highway/Sewer Department employee is recalled to work, the employee shall be paid a minimum of four (4) hours pay at time and one-half (1 ½) the employee's regular base rate of pay. The minimum of four (4) hours shall not apply when the recall time merges with the employee's regular work day. In the event that said recall involves the removal of a tree(s) from a public way, two (2) employees shall be recalled in accordance with this provision.

Any Highway/Sewer Department employee called to work on Patriots Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, New Years or Easter Sunday shall be paid double (2X) their regular hourly rate.

Item 6. Overtime: For employees in the Highway/Sewer Department a list based on seniority shall be established for the department from which employees shall be called for overtime, emergencies excluded. Said list shall be a rotating list such that when an employee accepts or refuses an overtime assignment, the employee's name will be placed on the bottom of such list.

Item 7. Safety Violation:

Equipment:

Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

In the event the employee shall suffer a revocation of his driver's license because of the violation of any laws by the Town, the Town shall provide suitable and continued employment for such employee, at not less than his regular earnings at the time of revocation of license for the entire period of revocation of license and

the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored.

Item 8. Highway/Sewer Department Licenses:

Highway/Sewer Department employees shall be reimbursed for the cost to acquire or renew those licenses required for the performance of their job functions.

Item 9. Boot Allowance: The purchase and cleaning of Highway/Sewer Department uniforms is to be paid by the Town of Sutton. The Highway/Sewer Department personnel shall also receive an annual voucher of \$175.00 for the purchase of boots for work purposes.

Item 10. Highway/Sewer Additional Uniform Allowance: The Town of Sutton will provide an annual stipend of \$150.00 payable in November to Highway/Sewer Department Union personnel for uniform items not currently being supplied or reimbursed by the Town of Sutton. The Town will supply and clean Highway/Sewer Department uniforms.

**ARTICLE 10B
DISPATCHERS**

Item 1. Police Department: Hours of work in the Police Department shall be scheduled in three (3) work shifts each day: 0800 – 1600 hours; 1600 – 2400 hours; and 0000 – 0800 hours. Employees may not leave the assigned duty at any time during the work shift unless relieved of such duty by a superior officer.

Police dispatchers shall be assigned to a four (4) and two (2) schedule where the workweek shall consist of four (4) consecutive work days, followed by two (2) consecutive days off.

In addition, dispatchers may bid on posted shifts according to the following guidelines:

- a) Bidding for shifts shall take place four (4) times per year; January, April, July and October.
- b) All bidding for shifts will be on the basis of seniority, where the most senior employee shall have preference.

Recall: When a Police Department employee is recalled for other than matron duty, the employee shall be paid a minimum of two (2) hours pay at time and one-

half (1 ½) the employee's regular base rate of pay. The minimum of two (2) hours shall not apply when the recall time merges with the employee's regular work day. An employee who is recalled for matron duty shall be paid a minimum of four (4) hours at time and one-half (1 ½) the employee's regular base rate of pay.

Item 2. Filling Shift: Any time a full-time police dispatcher uses a personal day or T.O. day the Town agrees to fill that position in the following manner:

- 1) Regular part-time dispatcher
- 2) Full-time dispatcher
- 3) Full-time dispatcher on duty

If the shift is not filled by the above and the dispatcher on duty is forced, it will be for four (4) hours only before or after their shift.

Any time full-time police dispatcher is on vacation or uses sick time, the Town agrees to fill that position in the following manner:

- 1) Full-time dispatcher on a rotation list
- 2) Regular part-time dispatcher
- 3) Full-time dispatcher on duty

If the shift is not filled by the above and the dispatcher on duty is forced, it will be for four (4) hours only before or after their shift.

The two (2) weekly shifts not covered by full-time dispatchers will be filled in the following manner:

- 1) Regular part-time dispatchers
- 2) Full-time dispatchers

If the shift is still not covered, full-time dispatchers can be forced in the same manner stated above. All offers of extra work will be done in rotating seniority order and any dispatcher forced on shift will be done in reverse order of rotating seniority except if the force is for a dispatcher already on duty.

A forty-eight (48) hour notice must be given to take T.O. or vacation days.

Item 3. Overtime: For employees in the Police Department, a list based on seniority shall be established for the department from which employees shall be

called for overtime, emergencies excluded.' Said list shall be a rotating list such that when an employee accepts or refuses an overtime assignment, the employee's name will be placed on the bottom of such list. A rotating schedule will be established for emergency work, as requested by Dispatch.

Item 4. Dispatcher Uniform/Equipment Allowance: Each full-time dispatcher shall be granted an annual clothing allowance of \$450.00 and regular part-time dispatchers \$150.00 per year. The clothing allowance shall be used to purchase the following articles: uniform shirts, jackets, pants and eye glasses if needed for use at a computer or for reading as the job requires, and other equipment that is to be used for work purposes.

In addition to the clothing allowance any dispatcher that is appointed as a regular part-time or special police officer shall receive an additional two hundred fifty (\$250.00) dollars added to their clothing allowance to be used to purchase gear such as footwear, leather goods, police shirts, police pants, socks, thermal garments, hats, gloves, badges, ties and any other equipment that is to be used for police work.

All regular part-time dispatchers shall receive replacement uniform items as they wear out.

Item 5. Dispatcher Training: A newly hired dispatcher in training shall be paid one-half (1/2) Step 1 of the applicable pay scale for time spent training at the Police Station and for those hours spent at off-site Emergency 911 training the dispatcher shall be paid at Step 1 of the applicable pay scale.

All dispatchers, part-time and full-time shall be paid one hundred (\$100.00) dollars for Phase I EMD training and fifty (\$50.00) dollars for each EMD refresher course.

ARTICLE 11 UNPAID LEAVE

The Town Administrator, in his sole discretion, may grant employees unpaid leaves of absences of up to one (1) month in length. Requests for unpaid leave of absences shall be submitted in writing to the Town Administrator who will respond in writing, either granting or denying such leave, within fourteen (14) days of receipt of the request. Employees on unpaid leave of absence shall not accrue any benefits provided for in this Agreement during the term of the unpaid leave of absence. Employees on an unpaid leave of absence shall not be eligible to receive

holiday, vacation, sick leave, personal or bereavement leave and/or pay during the period of the unpaid leave of absence.

This section shall not apply to leave covered under the Federal "Family Leave Act".

ARTICLE 12 GRIEVANCE AND ARBITRATION PROCEDURE

Item 1. Definitions:

1. A "grievance" is an allegation by one party that the other party has violated a specific provision of this Agreement.
2. A "grievant" is the person or persons making the claim.
3. "Parties" refer to the Union, the Town Administrator and the Town of Sutton.

Item 2. Procedure:

Step 1. Should an occurrence arise which results in a grievance, the employee or Union shall submit said grievance to the Department Head within five (5) days of its first occurrence and the Department Head shall have seven (7) days to respond to this grievance.

Step 2. If the grievance is not resolved at Step 1, the employee, with the Union approval may, within fourteen (14) calendar days, submit the grievance in writing to the Town Administrator. A written report by the Town Administrator shall be submitted to the Union relative to the occurrence, within seven (7) calendar days of notice of appeal.

Step 3. The Town Administrator may arrange a meeting, within seven (7) calendar days after notice from Step 2, with the Union to discuss the grievance and then give his answer in writing within seven (7) calendar days.

The time limits above may be extended or shortened by mutual agreement.

Item 3. Arbitration: Any grievance which remains unresolved after having been fully processed in accordance with the Grievance Procedure may be submitted to Arbitration by either party to the Agreement within ten (10) days following Step 3.

To submit a grievance to Arbitration, the following procedure is used:

- a) The party requesting Arbitration shall give written notice to the other party.
- b) If within ten (10) days after receipt of the notice, the parties have still failed to resolve this grievance or agree upon an impartial arbitrator, the dispute shall be referred to the Massachusetts Board of Conciliation and Arbitration for handling in accordance with its rules.
- c) The administrative costs of Arbitration shall be shared equally by the Town and the Union.
- d) The Arbitrator will confine his decision to interpreting the specific provisions of this Agreement. He will not render an opinion at variance with any law or regulation (Federal, State or Municipal).

Item 4. Miscellaneous: Forms for filing upon by the Town and the Union.

**ARTICLE 13
VACATIONS**

*Check
VACATION Accruals*

Item 1. Vacation Policy: The Town provides and part-time employees who work twenty (20) leave may be taken as earned after completion Seasonal and temporary employees or employee hours per week shall not accrue vacation leave bargaining or other employment agreements w agreements with respect to vacation leave.

*ex. Tammy
moves to
3 weeks*

Item 2. Vacation Year: Employees accrued vacation runs concurrent with the Sutton fiscal year, July 1 through June 30 the following year. All employees accrue their given vacation time as of July 1 of each year. All employees except those employees hired after July 1 of the immediate preceding year, will accrue all of their respective vacation time on July 1 of each year.

Item 3. Vacation Accrual – Years of Service: An employee's years of service are based on date of hire, or rehire, whichever is later. Employees of the Town of Sutton accrue vacation time in hours, based upon one's weekly schedule. Full Accrual is defined as the full amount of time an employee is entitled to receive on July 1 according to the years of service as shown below. The following schedule of vacation accrual according to years of service shall be observed except in the case of employees hired after July 1 of a given fiscal year.

YEARS OF SERVICE
 One Year to Four Years
 Five Years to Nine Years
 Ten Years to Fifteen Years
 Sixteen Years & Beyond

LEVEL OF VACATION ACCRUAL
 Two Times Weekly Schedule of Hours
 Three Times Weekly Schedule of Hours
 Four Time Weekly Schedule of Hours
 Five Times Weekly Schedule of Hours

Item 4. New Employees – Vacation Accrual: For those employees hired after July 1 of any given year, they shall receive the following vacation accrual. This includes the provision that no new employee accrues vacation time until after successfully completing six (6) months of employment.

Hired July: Five Days Beginning January 1/Full Accrual Beginning July 1
 Hired August: Five Days Beginning February 1/Full Accrual Beginning July
 Hired September: Three Days Beginning March 1/Full Accrual Beginning July 1
 Hired October: Three Days Beginning April 1/Full Accrual Beginning July 1
 Hired November: Two Days Beginning May 1/Full Accrual Beginning July 1
 Hired December: Two Days Beginning June 1/Full Accrual Beginning July 1
 Hired January: Zero Days – Full Accrual Beginning July 1
 Hired February: Zero Days – Full Accrual Beginning August 1
 Hired March: Zero Days – Full Accrual Beginning September 1
 Hired April: Zero Days – Full Accrual Beginning October 1
 Hired May: Zero Days – Full Accrual Beginning November 1
 Hired June: Zero Days – Full Accrual Beginning December 1

Item 5. Moving to the Next Level of Vacation Accrual: Employees shall move from one level of vacation accrual in the following manner:

DATE OF HIRE	MOVE TO NEXT LEVEL
Between July 1 and December 31	On July 1 of Current Fiscal Year
Between January 1 and June 30	On July 1 of Following Fiscal Year

Item 6. Use of Vacation Time: The use of and scheduling of vacation time shall be approved by the Department Head with due regard to the employee's wishes and the needs of service for the Department. Vacation leave of more than one (1) day shall require a minimum of twenty-four (24) hours advance notice to the Department Head.

Item 7. Payment For Unused Vacation Time: Payment for accrued but unused vacation time may only be awarded to those employees who terminate their employment with the Town during the fiscal year, provided that the employee has

successfully completed six (6) full months of service from date of hire. Any employee terminated as a result of a disciplinary procedure shall not be subject to this authorization, and shall not be compensated for accrued but unused vacation time.

Item 8. Holiday/During Vacation: When a holiday falls within an employee's vacation week, the holiday is charged as a holiday and not as a vacation day.

Item 9. Death of an Employee Eligible For Vacation: Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the employee in an amount equal to the amount of accrued but unused vacation time. Permanent full-time and permanent part-time employees, as defined in Article 19 shall be entitled to a paid vacation.

For good reason, and with approval of both the Department Head and the Town Administrator, an employee may be able to carry over into the next fiscal year no more than an amount of unused hours equal to his regularly scheduled workweek. The decision of the Town Administrator under this clause shall be final and binding and not subject to provisions of Article 13 (Grievance and Arbitration Procedure) of this Agreement.

In the event that an employee request a day off for any reason and the Department Head is not available to review that request the Town Administrator or Acting Town Administrator may review the request and grant or deny the request for time off.

ARTICLE 14 HOLIDAYS

Item 1. Authorized Holidays: Only the following days and no others shall be recognized as holidays and such other days as may be declared holidays for the conduct of public business by the state or federal governments:

- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day

Columbus Day
Veteran's Day
½ Day Before Thanksgiving Day
Thanksgiving Day
½ Day After Thanksgiving
½ Day Before Christmas*
Christmas Day
½ Day Before New Year's Day*
*Provided that such day is a normally scheduled workday

Item 2. Saturday and Sunday Holidays: Whenever any of the above named holidays falls on a Saturday or Sunday, the following Monday, respectively, shall be a holiday, unless another day is established by law.

Item 3. Work on Holidays: On the designated holidays, employees not otherwise covered by labor agreement shall be excused from all duty not required to maintain essential services. Non-exempt employees who perform work authorized or ordered by a Department Head shall be paid at one and one-half (1 ½) times their regular rate of pay for hours actually worked on the holiday in addition to the amount to which they are entitled as holiday pay. Exempt employees shall receive compensatory time at a rate of one and one-half (1 ½) times.

Item 4. Restriction: Payment for a holiday shall be made only if the eligible employee shall have worked on his/her last scheduled work day prior to such a holiday and on his/her next regularly scheduled work day following such holiday. This shall not apply to employees using authorized leave immediately before or after a holiday.

Item 5. Holiday Calculation Pay: Any employee who is scheduled to work twenty (20) hours or more but less than thirty (30) hours per week will receive holiday pay for the number of hours they are scheduled to work on that day (i.e. if you are scheduled to work seven (7) hours on a Monday and that day is a paid holiday the employee will receive seven (7) hours of pay).

ARTICLE 15 PERSONAL LEAVE DAYS

Personal leave days are intended to be used to permit absences that are unavoidable for compelling personal reasons. All full-time personnel covered under this

contract are entitled to three (3) personal days per year. Personal days cannot be carried over from one year to the next. Typical examples of the use of those days would include legal, banking or insurance consultations, graduations, funerals not covered under this contract, real estate transactions, or pressing family matters that cannot be scheduled on an employee's own time.

Any employee who is scheduled to work twenty (20) hours or more but less than thirty (30) hours per week will receive five (5) hours of personal time for each day allowed by contract.

ARTICLE 16 SICK LEAVE

Sick leave eligibility for employees as defined in Article 19, shall be accumulated at the rate of one (1) day for each month worked. Sick leave shall be used only for sickness or injury or by exposure to contagious disease. An employee shall be credited with the unused portion of sick leave, and there shall be no cap on number of accrued days.

An employee who does not use any sick leave during a fiscal year shall be entitled to receive three (3) additional personal days the following fiscal year.

Upon retirement of an employee, hired before July 1, 2005, as defined in Article 19 with an unused portion of earned sick leave, payment shall be made to the employee in the amount equal to sixty-five (65%) percent of the actual amount of sick leave up to a maximum of one hundred forty-five (145) days. Payment shall be made at the then current rate of compensation of the employee.

Upon retirement of an employee hired on or after July 1, 2005 as defined in Article 19 with an unused portion of earned sick leave, payment shall be made to the employee in the amount equal to fifty (50%) percent of the actual amount of sick leave up to a maximum of one hundred (100) days. Payment shall be made at the then current rate of compensation of the employee.

Upon retirement of an employee hired on or after July 1, 2008, no buyback of sick leave will be allowed.

Any employee who is scheduled to work twenty (20) hours or more but less than thirty (30) hours per week will accrue five (5) hours of sick leave for each month worked.

**ARTICLE 17
SENIORITY**

Item 1. Employee seniority shall commence as of their date of hire.

Item 2. The principle of seniority shall be recognized with respect to layoff and the rehiring of employees in work which they are qualified to perform. In the event that work becomes slack and a layoff is necessary, employees will be laid off in the inverse order in which they were hired, that is, the employee hired last shall be the first laid off. When rehiring takes place, those employees laid off shall be rehired first, provided they are qualified to perform the work which may be available.

Item 3. No employee shall lose his seniority rights if he performs all things required of him under the conditions set forth in the contract or:

- (a) if he is laid off and is not recalled for eighteen (18) months;
- (b) if he is sick or recuperating from illness or accident, or is not able to return for eighteen (18) months or,
- (c) if he is on a bona fide leave of absence, he must remain in good standing with the Union and such leave of absence must be in writing and approved by both the Town and the Union.
- (d) Seniority shall carry over for all purposes from job classification to job classification changes, transfers, etc.

Item 4. An employee shall lose all seniority rights:

- (a) if he quits his job,
- (b) if he is discharged,
- (c) if he is absent without good cause and fails to notify the Town,
- (d) if he is recalled to work after a layoff and does not report for work within two (2) weeks, or
- (e) if he fails to stay in good standing with the Union by failure to pay his dues.

**ARTICLE 18
TYPES OF EMPLOYEES**

Item 1. Permanent Full-time Employee: An employee who works no less than thirty (30) hours per week and who maintains continuous, regular

employment status shall be considered a permanent full-time employee. Upon written approval of the Town Administrator and under special conditions (e.g. illness) a full-time employee may work less than his/her scheduled hours for a specified short term, no greater than three (3) months in length, without losing full-time employee benefits.

Item 2. Permanent Part-Time Employee: An employee who works less than thirty (30) hours weekly, but in no event works less than twenty (20) hours per week and maintains continuous, regular employment status. Each permanent, part-time employee shall be entitled to the benefits established under this Agreement, on a pro-rata basis.

Item 3. Limited Part-Time Employee: An employee who customarily works less than twenty (20) hours per week and maintains continuous, regular employment status. Limited part-time employees are not entitled to any fringe benefits hereunder.

Item 4. Day (in reference to benefits provided under this Agreement) The average number of scheduled hours worked by an employee in any given work week (i.e. if an employee is scheduled to work twenty-eight (28) hours Monday through Friday, the average day, for the calculation of benefits hereunder, is 5.6 hours).

- a. Temporary employees are not members of the bargaining unit covered by this Agreement. As such, they are not eligible for any benefits hereunder.
- b. Nothing in this Agreement shall be deemed to limit the Town's employment and use of such temporary employees. These positions include, but are not limited to "Highway Department" (snow removal), clerical substitutes and landfill permit salespeople.

The intent of the Town's use of temporary employees is to supplement not replace the Town's work force.

Item 5. Temporary Employees: Employees whose service is intended to be of limited duration. Temporary employees may work the customary number of full-time or part-time hours, but do not maintain continuous regular employment status.

Item 6. Probationary Employees:

- a. Each newly hired employee shall serve a six (6) month probationary period following the employee's first day actually worked for the Employer.
- b. The probationary employee shall not be eligible for any benefits under this Agreement other than the following:
 - 1) Health and life insurance as provided for under Article 7 of this Agreement.
 - 2) Holiday pay in accordance with the terms of Article 15 of this Agreement.
 - 3) Bereavement leave in accordance with the terms of Article 6 of this Agreement.
 - 4) Vacation leave in accordance with the terms of Article 14 of this Agreement.
- c. During the probationary period, an employee is not entitled to use personal or sick leave or bid any position vacancies, provided, however, that sick leave may be earned during the probationary period in accordance with Article 17 of this Agreement but that the entitlement to such benefits shall not vest in the employee until the employee successfully completes the probationary period.
- d. Notwithstanding any other provision of this Agreement or any other provision of any statute, bylaw, rule or regulation, during such probationary period, and during any extension of same should the Town extend such period, the Town Administrator may remove, decline to re-appoint, or discipline the probationary employee without any statement of reasons or hearing. Should the Town Administrator, in his discretion, afford the employee a hearing, the nature and format of the hearing shall be determined by the Town Administrator. The Town Administrator's decision shall be final and binding, and shall not be subject to the grievance procedure of this Agreement.
- e. The Town and the Union agree that should the Town's Bylaws governing the probationary employees be changed such that the probationary period be reduced, then that reduced period shall prevail for the duration of the Agreement.

ARTICLE 19 VACANCIES

Item 1. If a vacancy occurs in a position covered under this Agreement which the Town decides to fill, the Town agrees to post notice of such vacancy pursuant to the Sutton Home Rule Charter. Section 7-10.

Item 2. In filling such vacancy, the Town shall determine:

- a. that a vacancy exists, and
- b. the qualifications necessary to fill such vacancy.

Item 3. The Town may consider the length of service of an employee wishing to fill such vacancy.

Item 4. Nothing in this Article shall prohibit the Town from exercising its rights to fill this vacancy.

Item 5. Nothing in this Article shall prohibit any employee from applying for such vacancy.

Item 6. If two (2) equally qualified people are seeking the same job covered under this Agreement, the senior qualified person shall be given the vacant job.

Item 7. No employee will be involuntarily assigned to another job if that job's hourly rate of pay does not meet or exceed the highest hourly pay rate that he or she is currently receiving. However, lower paying jobs may be taken on a voluntary basis.

ARTICLE 20 NO STRIKE OR LOCKOUT

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members, that it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage or other action at any time, including upon termination of this Agreement, which will interrupt or interfere with the said service performed by the Town of Sutton. No employee shall cause or take part in any strike, work stoppage, slowdown, or other action, which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees too take positive affirmative

steps with the employees concerned, and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work has been resumed. The Town agrees that it will not lockout employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of Town services.

ARTICLE 21 TUITION REIMBURSEMENT

All employees working at least a twenty-hours-per-week-or-more schedule shall be entitled to take courses at accredited institutions of higher education. The Town further agrees, based on availability of funds, to reimburse up to twenty (20%) percent of the tuition of those employees who attend said institutions and take courses directly related to their professional growth in their fields. Tuition reimbursement is limited to the equivalent tuition at state institutions. In order to receive partial reimbursement of tuition, the employee must submit, after completion of the course(s), a written statement showing a passing grade of "B" or better, together with written receipts which verify the payments by the employee. At least one (1) month prior to the scheduled start of a course or program, the employee must submit to the Town Administrator a statement indicating the courses he/she plans to take, together with a statement showing how these courses will benefit the employee and their contribution to the Town. This statement should indicate an alternative course(s) to be taken if the stated course is either unavailable or not offered that term. The decision of the Town Administrator as to course and tuition approval/denial shall be final.

ARTICLE 22 PERFORMANCE EVALUATIONS

Item 1. Purpose: The Town recognizes the need for an operating performance evaluation system to:

- (1) Assess fairly and accurately an employee's strengths, weaknesses and potential for growth.
- (2) Encourage and guide the employee's development of his or her special skills and work interests.

- (3) Provide a method of improving operational programs through employee input.
- (4) Identify training needs and provide training to those in need.

Item 2. Procedure: The Town Administrator shall be responsible for the establishment and maintenance of the employee performance evaluation system. Employee evaluations is the continuing day to day responsibility of the Department Head and supervising officers. Annually and prior to effecting any pay increase, the Department Head and/or the employee's supervising officer will make a written evaluation of the employee's performance.

- (1) Employee Evaluations: An employee evaluation is the summary of the supervisor's observations of the employee during the past year and a summary performance in terms of a variety of job-related factors. The evaluation will also include a plan to develop strengths, identify and improve weak areas and record the employee's observations of work assignments in the last year. Proper use of the performance evaluation serves as a means for identifying training needs, helping to improve individual performance, supervisor relationships, emphasizing the employee's contribution to the Town's programs and helping to identify the strengths and weaknesses in the Town's programs.

(2) Procedure For Employee Evaluation

Within sixty (60) days prior to an employee's potential step increase, and prior to June 1 annually for employees at maximum step, the Department Head and/or supervising officer will make a written evaluation of the employee's job performance utilizing the form included as Attachment E herein, considering any changes that have occurred in the job or other factors which might affect job performance and noting strengths and capabilities worthy of special mention and areas where improvement is needed. The employee and the Department Head will then meet to conduct the employee-supervisor discussion.

- (a) Employee-Supervisor discussions will begin with a thorough review of the employee's current job description, to review and clarify job requirements and duties assigned and to note any major changes which may have taken place in the employee's job. The Department Head or supervising officer will note major changes which may have an impact on classification or will require a change to the job description and will submit these changes to the Town Administrator. Job

descriptions determined to be generally accurate should be initialed and dated by the Department Head and employee to certify accuracy and currency. A copy of this job description shall be provided to the employee. The Department Head and employee should also discuss the employee's career development plans, special work interests, projects or assignments of interest and particular training interests or needs. The employee's general observations of the department's programs, and especially suggestions for improving assignments, functions and work procedures, should be particularly encouraged. The employee should have the opportunity to discuss any other points and may attach comments to his or her evaluation. The employee will then certify that he/she has reviewed the evaluation and that it has been discussed with him/her. In all cases the Supervisor is expected to use fair and impartial judgment when evaluating an employee.

(b) Employees believing that their evaluations are incorrect may appeal their evaluations in writing to the Town Administrator, whereupon the Department Head, the supervising officer, the employee and the Town Administrator will meet to review the rating. The employee may have a Union representative present at his/her discretion. This appeal process shall be completed no later than fifteen (15) days prior to a potential step increase, or by June 15th for employees at maximum step. The decision of the Town Administrator shall be binding.

(c) The evaluation will then become a part of the employee's personnel record.

(d) Both parties agree that this evaluation system is for the life of this contract and may only be renewed by agreement of both parties.

(e) At any time during the year whenever a supervisor recognizes a potential problem, that supervisor should make every attempt to address the problem with the employee at that time.

ARTICLE 23 TERMINATION

This Agreement shall take effect on and be retroactive from the **1st day of JULY, 2015** and shall remain in full force and effect until midnight, **JUNE 30, 2018** and shall then renew itself from year to year unless either party to the Agreement gives written notice to the other party at least sixty (60) days prior to the expiration of this Agreement, of a desire to change, or amend, or terminate this Agreement.

TEAMSTERS UNION LOCAL 170

Edward [Signature]

John [Signature]

TOWN OF SUFPOX

[Signature]

Joe [Signature]

Paul A. Maguire

[Signature]