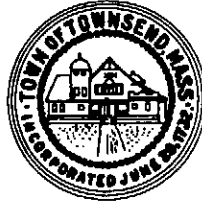


AGREEMENT BETWEEN
THE TOWN OF TOWNSEND MASSACHUSETTS



and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 1703,
HIGHWAY/WATER DEPARTMENT UNION**

7/1/2013 – 6/30/2016

FOR THE TOWN OF TOWNSEND
Board of Selectmen:

Lue Lisio

Colin Murphy

Date signed: 3/18/14

FOR THE UNION:

James J. Blanchard

Brenda Bouda

James D. Smith
Rui F. F. F.

Date signed: 3/18/14

Don E. F. F.

This Agreement entered into by the Town of Townsend (hereafter referred to as the Employer) and Local 1703, Council #93, American Federation of State, County, and Municipal Employees, AFL-CIO (hereafter referred to as the Union) has as its purpose the establishment of rates of pay, hours of work, and other conditions.

ARTICLE 1 - RECOGNITION

The Employer recognizes the American Federation of State, County, and Municipal Employees as the sole and exclusive representative of all union employees of the Town of Townsend Highway Department and Water Department.

Should any new classification/s be added to the work force, the Employer shall notify the Union of such new classification/s. The Employer and the Union shall then consult to mutually determine if such new classification/s shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred to the State Labor Relations Commission by either party, with a request that it make a determination.

The Employer will not aid, promote, or finance Labor Group or Organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purposes of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2 - UNION SECURITY

Any employee who is not a Union member and who does not make application for membership within thirty (30) days after date of permanent appointment shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in accordance with the provisions of M.G.L. c 150E. Employees who fail to comply with this requirement shall be discharged by the Employer within 30 days after receipt of written notice to the Employer from the Union.

Any employee who, as of the date of the signing of this Agreement, is a member of the Union and relinquishes such membership shall be subject to the agency service fee provision as outlined above.

The Union shall indemnify, defend, and hold the Town harmless from and against all claims, actions, causes of action, damages, expenses, and liability whatsoever, including reasonable attorney's fees, arising out of any actions taken by the Town in compliance with this Article.

The Town shall not be required to take any action against an employee pursuant to this Article if there is an unresolved dispute between the employee and the Union pending at the Labor Relations Commission or any court of competent jurisdiction.

ARTICLE 3 - UNION DUES AND INITIATION FEES

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization for Payroll Deduction form. During the life of this Agreement and in accordance with the terms of the form of Authorization for Payroll Deduction hereafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of

the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

The Union agrees to indemnify the Employer and hold it harmless from any and all claims of whatever nature relating to dues and agency service fee deductions which might arise following postage of the dues and fees by United States first class mail.

AUTHORIZATION FOR PAYROLL DEDUCTION:

BY _____
NAME OF EMPLOYEE

TO _____
NAME OF EMPLOYER

Effective _____, I hereby request and authorize you to deduct from my earnings each payroll period the amount of \$ _____.

This amount shall be paid to the Treasurer of Local Union No. _____, and represents payment of my union dues.

These deductions may be terminated by me by giving you a sixty (60) days written notice in advance or upon termination of my employment.

ARTICLE 4 - BOARD RIGHTS

Except as limited by specific provisions of this Agreement, the Board of Selectmen retains all of its rights to manage the Departments and except, as so limited, the exercise of such rights shall not be grievable or arbitrable.

ARTICLE 5 - EFFECT OF AGREEMENT

This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters of subjects not herein covered, have been satisfactorily adjusted, compromised or waived by the parties for the life of this agreement. In addition to the foregoing, the parties expressly agree to exclude from arbitration grievances concerning "past practices" except where the Employer seeks to enforce a retroactive application of a change in past practice and/or where the Employer has not given the Union fourteen (14) calendar days written notice of its intent to implement a change in existing practice. Additionally, the parties expressly agree to exclude evidence of past practice from any arbitration commenced under this agreement except those involving discipline and/or discharge.

ARTICLE 6 - EMPLOYMENT OF NON-UNIT PERSONNEL TO PERFORM BARGAINING UNIT WORK

The Employer retains the right to employ non-bargaining unit personnel to perform work presently and/or formerly performed by members of the bargaining unit except that:

1. No member of the bargaining unit shall be laid-off and/or have his or her workweek reduced below 40 hours (or the number of hours the employee is regularly scheduled to work) as a result of his or her work being performed by non-bargaining unit personnel.

2. When non-unit employees are working together with unit employees, the non-unit employees will be sent home first whenever the town determines that it is necessary to reduce the total number of personnel who are on duty. However, this provision shall not operate so as to result in any employee working more than sixteen (16) hours in any twenty-four (24) hour period.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

A "grievance" is an allegation that there has been a misinterpretation, misapplication, or violation of specific terms of this Agreement.

Step 1. The Union Steward and/or Representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the Department Head or designee in order to resolve the grievance or dispute. This informal discussion shall take place within ten (10) working days of the situation which caused the grievance, or within ten (10) working days after the grievant knew or should have known of the situation. The Department Head or designee shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step 2. If the grievance or dispute has not been settled, it shall be presented in writing by the union Steward and/or Representative to the Board of Selectmen within ten (10) working days after the Department's or designee's response is due. The Board of Selectmen or their designee shall respond to the Steward in writing within fifteen (15) working days.

Step 3. If the grievance or dispute is still unsettled, either party may, within thirty (30) days after the reply of the Board of Selectmen is due, submit the grievance or dispute to the American Arbitration for settlement according to their procedures.

The Arbitrator may not amend, alter, add to or subtract from the terms of the Agreement. The decision of the Arbitrator, if within the scope of his or her authority, shall be final and binding on the parties.

The expense for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the Arbitrator.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

An employee retained in employment beyond the probationary period shall not be discharged, disciplined, suspended, or demoted without just cause.

Just cause shall include, but not be limited to, the following examples.

1. Neglect in the performance of the duties of the position to which the employee is assigned.

2. Misuse, misappropriation, destruction, conversion or negligence in the use of Town property.
3. Tardiness or absence from duty.
4. Insubordination.
5. Use of or being under the influence of intoxication beverages, narcotics, drugs, or controlled substances while on duty.
6. Criminal or dishonest conduct.

Management will attempt to use progressive discipline where appropriate.

ARTICLE 9 - SENIORITY

The length of continuous service with the bargaining unit shall determine the seniority of the employee. In the case of members of the bargaining unit regularly scheduled to work less than forty (40) hours per week, seniority shall then be calculated on a pro-rata basis by comparing the regularly scheduled hours of the part time position with full time hours. New employees shall become permanent and added to the seniority list after successful completion of the probationary period. A disciplinary suspension of thirty (30) days or longer shall break the employee's continuous service for seniority calculation purposes.

Where qualifications and ability to perform the responsibilities are equal, in the judgment of the Superintendent, and when such judgment is not used arbitrarily or capriciously, the principle of seniority, within classifications, shall be used in case of reduction of the work forces or layoff.

Where qualifications and ability to perform the responsibilities are equal, in the judgment of the Superintendent, and when such judgment is not used arbitrarily or capriciously, the principle of seniority, within classifications, shall be used in case of recall of employees who have been laid off.

Recall

1. Each employee who is laid-off under the provisions of Article 7 of the collective bargaining agreement shall have the right to fill vacancies in the classification from which he/she was laid off, and/or vacancies in lower paying classifications which he/she is qualified to fill which occur within the Bargaining Unit during the period three (3) calendar years following the date on which he/she was laid-off, subject to the following limitations:

- a. recall rights will be exercised in the inverse order of lay-off;
- b. no employee may exercise recall rights if said exercise will result in promotion to a rank or pay classification higher than that from which he/she was laid-off;
- c. any employee laid-off for a period of more than six calendar months may be required by the Town to pass a physical examination given by a doctor(s) selected

by the Town at the Town's expense. The doctor(s) shall be required to determine if the employee is physically and/or mentally fit to resume his or her duties.

- d. Each employee shall be required to notify the Board of Selectmen of the address at which they wish to receive recall notices. Notices shall be sent by certified mail to said address. Failure to respond to an offer of recall within two weeks of the date of mailing of the recall notice, shall be deemed a refusal of the vacancy. In the event of an actual or constructive refusal, the vacancy will be offered to the next employee on the recall list, and the person refusing the offer of recall shall go to the bottom of the recall list. In the event there are no employees on the recall list who accept a vacancy, the Board of Selectmen may hire a new employee.
- e. Any employee who twice refuses an offer to recall shall lose all further recall rights.

2. Employees on lay-off shall not lose their previously accrued seniority or benefits; employees on layoff may accrue up to six (6) months of seniority while on layoff; however, no benefits other than said six months of seniority shall accrue to any employee during the period they are laid-off.

3. To the extent permitted by law, employees who have recall rights may continue group health and/or life insurance for the period during which said recall rights provided that such employees pay 100% of the cost of such group health and/or life insurance. In no even shall the Town be required to incur any expense to provide such group health and/or life insurance to any laid-off employee.

Employees shall receive two (2) weeks notice of any layoff under this article.

ARTICLE 9A - ORIENTATION AND PROBATIONARY PERIOD FOR NEW EMPLOYEES

The Superintendent is responsible for informing new employees of their rights, responsibilities, duties and obligations.

Orientation

The superintendent will:

Notify the new employee of a starting date, time and designated location for starting work.

Provide specific rules, regulations, policies and procedures of the employee's assigned department within seven (7) calendar days of the start of employment.

Thoroughly explain all the benefits and options the employee is entitled to and shall assist the employee with completion of appropriate forms within seven (7) calendar days of the start of employment.

Obtain a signed acknowledgement from the employee that they have been orientated and

received a "New Employee Information Packet" and a copy of the "Union Contract". The form will be placed in the employee's personnel file.

Probationary Period for All New Employees

All new employees shall be required to successfully complete a six (6) month probationary period to begin immediately upon the employee's starting date. The probationary period shall be utilized to help new employees achieve effective performance standards. The Superintendent shall use the probationary period to observe and evaluate the employee's performance against such standards. At the completion of the first three (3) months and again at the completion of the first six (6) months, the Superintendent will complete a written evaluation of the new employee the results of which evaluation will be discussed with the employee. If additional time is required to evaluate the employee the Superintendent may extend the probationary period up to an additional six (6) months. The employee may be dismissed without cause at any time during the probationary period. The employee shall have no right to appeal termination during the probationary period.

ARTICLE 10 - JOB POSTING AND BIDDING

When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for at least seven (7) calendar days. Employees interested shall apply in writing within the seven (7) calendar day period. If, after seven (7) days, no present union employee wants the position or is qualified for the position, the position shall be advertised for at least one (1) week in a local newspaper.

If an employee applies for a higher-paid classification, he may be given up to a ninety (90) day trial and training period during which he or she will receive his or her old rate of pay; however, if he or she is promoted, he or she will receive retroactively the difference between his or her old rate and his or her higher rate of pay for the hours worked during the trial and training period. The final decision to promote shall be made by the Town at the end of the trial period.

A vacancy is defined as an opening in the Department as determined by the Board of Selectmen.

ARTICLE 11 - HOURS OF WORK

Except as otherwise provided in this agreement, the regular hours of work for each employee will be 7:00 a.m. to 3:30 p.m., Monday through Friday. Each employee will receive a thirty (30) minute unpaid meal period at approximately the middle of the shift. Prior to making any changes in work schedules, the Town will provide the Union with notice and an opportunity to bargain in good faith over the proposed change to the point of impasse or agreement.

ARTICLE 12 – OTHER LEAVE PROVISIONS

Family Medical Leave Act

The Town abides by the terms of the Family Medical Leave Act of 1993 (FMLA). In accordance with the Action, the Town will provide eligible employees up to twelve (12) weeks of unpaid leave during a twelve (12) month period for one or more of the following reasons:

- to care for an immediate family member (spouse, child or parent) with a serious health condition.
- to care for the employee's own serious health condition including pregnancy related disability.
- to care either by the mother or father for a newborn or newly adopted child.

A serious health condition is defined as an illness, injury, impairment or physical or mental condition that involves either in-patient care at a health care facility or continuing treatment by a health care provider.

To be eligible for leave under the new law, an employee must be employed by the Town for at least twelve (12) months and have worked at 1,250 hours within the previous twelve (12) month period. The twelve (12) month period for determining use of leave under regulations will be calculated on a rolling calendar, commencing on the first day of leave.

Employees seeking to request time under FMLA or for additional information regarding this Act should contact the Office of the Board of Selectmen.

Massachusetts Maternity Leave Act (MMLA)

Female employees may also be eligible under MMLA as follows:

Whenever a female employee becomes pregnant, she shall furnish the Town with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. This leave shall commence with the birth of a child and extend for a period not to exceed eight (8) weeks. The leave shall be granted to care for a newborn child, newly adopted child under eighteen (18) years of age, or a child under twenty three (23) years of age who is physically or mentally disabled.

(Note: If the employee has accrued sick time, the sick leave benefits should run concurrent with the above leaves.)

ARTICLE 13 - OVERTIME

Employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week. No employee may work more than sixteen (16) hours in a twenty-four (24) hour period except by mutual agreement between the employee and his or her supervisor. Overtime hourly rate of pay shall include the regular rate of pay plus additional compensation as defined by the F.L.S.A. statute. Examples of compensation included in the regular rate of pay: longevity pay, educational bonus or incentives and any shift differentials. Uniform allowances are excludable from the regular rate of pay. Compensatory time off may not accumulate in excess of one-hundred-twenty (120) hours and time shall be used within six (6) months of completion of the fiscal year in which it was accrued.

Consistent with long-standing past practice, it is understood that "hours worked" in computing overtime shall include all compensable time used but not worked, i.e., holiday pay, vacation pay, personal leave, and sick leave.

Employees shall be paid at the rate of two (2) times their regular hourly rate for all hours worked on Sundays unless regularly scheduled to work on Sunday, or if the employee works on a holiday.

Overtime work will be equitably distributed among personnel who normally perform the work. In order to accomplish this equitable distribution, employees shall provide the Superintendent with their home phone numbers. When called back to work, employees shall report promptly. The Superintendent's obligation to equitably distribute overtime will be fulfilled if a person called is unavailable. When it is necessary to call in additional personnel from other areas, they shall be released from their duties when the workload lessens.

When an employee works in excess of eight (8) continuous hours of overtime and also works until after 5:00 a.m., the employee shall be granted a one-half (1/2) hour paid morning meal break. An employee who works eight (8) hours before 3:30 p.m. and who will be working until at least 8:30 p.m. will be entitled to a one-half (1/2) hour paid evening meal break.

Upon completion of twenty-four (24) hours of continuous work, the employee shall have the option of having four (4) hours of rest to be paid at straight time or be paid double time for all hours worked beyond the twenty-fourth (24th) hour of work.

The employee who after completing his or her shift and leaving his or her place of employment is called back to work shall be guaranteed at least two (2) hours of pay at one and one-half (1 ½) times his or her regular hourly rate.

If an employee who is called back to work for snow plowing/sanding purposes fails to arrive at the Highway Department within thirty (30) minutes of being called, the Town may have the work performed by non-bargaining unit personnel instead; if and when the employee arrives after the thirty (30) minute reporting period, the Superintendent has the discretion to allow or not allow the employee to work. Additionally, an employee called back to work for snow plowing/sanding purposes will be paid from the time the employee is called, provided the

employee arrives at the Highway Department within thirty (30) minutes of being called.

ARTICLE 14 - REST PERIOD

Each employee shall be permitted a fifteen (15) minute work break which shall be scheduled, whenever possible, in the middle of the morning half shift.

ARTICLE 15 - CLEANUP TIME

Employees shall be granted a ten (10) minute personal cleanup time which starts at 3:20 p.m.

ARTICLE 16 - HOLIDAYS

The following holidays or days observed as such will be granted:

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

If a holiday falls on a non-working day it shall be observed on the nearest workday.

Holiday pay will be eight (8) hours pay at straight time rate.

If a holiday falls within an employee's vacation period, he or she shall receive an additional day of vacation with pay.

If Town Hall is closed all or part of the day on Christmas Eve or New Year's Eve bargaining unit members will be granted the same benefit.

In order to be eligible for holiday pay, it is necessary that an employee work his or her full assigned shift on his or her last regularly scheduled work day before the holiday and on the next regularly scheduled workday following the holiday or uses a vacation or personal day for that work day and works the next regularly scheduled workday following a holiday or uses vacation or personal day on that workday, subject to permission from the Superintendent who may restrict use of vacation or personal days in these time periods if more than one employee is taking personal or vacation days on these days. Sick leave may be counted as time worked for the day before a holiday in the case of a documented surgery or five (5) plus days out due to a major illness. A doctor's note will be required.

ARTICLE 17 - VACATIONS

Vacation entitlement shall be determined as of July 1st of each year. Each employee shall be eligible for vacation time as indicated below. Vacation time awarded as of July 1st must be used prior to the following July 1st or be lost, except for one (1) week which may be carried over to the next year. No other exceptions shall be allowed except under extraordinary circumstances and with the approval of the Superintendent and Board of Selectmen.

Length of Service as of July 1

Less than one (1) year

One (1) year but less than five (5)

5 Years but less than 10

Ten Years:

Over Ten Years:

Twenty (20) years or more:

Vacation

One (1) day for each month up to a maximum of ten (10) working days

Two (2) weeks (ten (10) working days)

Three (3) weeks (fifteen (15) working days)

Four (4) weeks (twenty (20) working days)

One (1) additional vacation day for each year over ten (10) years of service up to a maximum of five (5) weeks vacation after fifteen (15) years of service.

Six (6) weeks (thirty (30) working days).

Vacation time shall be credited at the following rates:

Ten (10) days per year

.8333 days credited on the last day of each month

Fifteen (15) days per year

1.25 days credited on the last day of each month

Sixteen (16) days per year

1.3333 days credited on the last day of each month

Seventeen (17) days per year

1.4166 days credited on the last day of each month

Eighteen (18) days per year

1.50 days credited on the last day of each month

Nineteen (19) days per year

1.5833 days credited on the last day of each month

Twenty (20) days per year

1.6666 days credited on the last day of each month

The rate of vacation pay shall be an employee's regular straight time rate of pay on the day immediately preceding the employee's vacation period.

Employees shall receive their vacation pay on the last payday before going on vacation.

Employees may choose their vacation periods provided that no more than one (1) employee in the department may be on vacation at one time unless agreed to by the Superintendent. In cases of conflict, the more senior employee shall have first choice. No vacations in the Highway Department will be allowed during winter months unless approved by the Highway Superintendent two (2) weeks prior to the requested time.

In case of termination of employment for any reason, the employee (or his or her estate) shall be entitled to pay for all vacation time earned up to the date of termination but not taken.

ARTICLE 18 - SICK LEAVE

Each employee shall receive fifteen (15) days of paid sick leave each year. Sick leave is to be used only when an employee cannot perform his or her duties because he or she is incapacitated due to illness or injury, and/or when through exposure to contagious disease, the employer determines that the presence of the employee at his or her work location would jeopardize the health of others. Unused sick leave may be accumulated to a total of one hundred fifty (150) days. The existing practice of allowing the use of sick leave for an employee's medical appointments will continue.

An oral notification shall be given in advance as early as possible before the beginning of regular work hours in the cases of illness.

If an employee is absent from work due to illness or injury, the employer may require the employee to obtain a physical or psychological examination in order to determine his or her fitness to return to work. The fee for such an examination shall be at the expense of the employer by a physician appointed by the employer to the extent not covered by the employee's health insurance. If an employee is sick for three (3) or more consecutive days, the employer at the employee's expense may require a doctor's certificate. If the employer suspects abuse of sick leave, the employee may be required, at the employer's option, to either provide satisfactory medical evidence for the absence, or to undergo an examination by a physician selected by the employer. In either event, the employer will bear the expense to the extent not covered by the employee's health insurance. The employer will not exercise its discretion to require such medical evidence or such an examination in an arbitrary, capricious or discriminatory manner.

If an employee is absent from work on Workmen's Compensation, and has sick days available, he or she will be paid the difference between his or her regular take home pay and his or her Workmen's Compensation payments out of his or her accumulated sick leave.

An employee who takes no sick leave for a three (3)-month period shall be credited with a sick leave incentive day. Employees may carry over not more than two (2) such sick leave incentive days to the next fiscal year. Sick leave incentive days shall be used like personal days.

Employees who were hired as of July 1, 2007 shall accrue sick time at the rate of one and one-fourth (1.25) days per month, which will be computed at the end of the month. After the first year of employment, all employees shall accrue sick time at a rate of fifteen (15) days per year as of July 1st of each year rather than monthly accrual.

A sick bank shall be created in which sick days in excess of one hundred fifty (150) days accumulated by any employee are placed. The Union, not an individual member, may request use of sick time from the sick bank for an employee who is in need of time due to injury or illness which may be granted per discretion of the Superintendent. It is understood that an

employee must use all available sick, personal, and vacation time before he or she can be eligible for such sick time.

ARTICLE 19 - PERSONAL LEAVE

Each employee shall be entitled to four (4) days of personal leave each contract year for compelling personal, household or business reasons which require the absence of the employee and cannot otherwise be scheduled. The employee shall request such leave at least twenty four (24) hours in advance except in case of unforeseen circumstances. The taking of personal leave shall be with the approval of the Superintendent.

ARTICLE 20 - BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, child, parent, parent-in-law, brother, sister, grandparent or grandchild, domestic partner, step parent, step child, family member for whom the employee is sole provider subject to proof of legal guardianship, and any relative living in the employee's household the employee shall have leave with pay on all days he was scheduled to work within five (5) calendar days beginning with the day of the death. The employee may defer up to three (3) working days in order to attend to subsequent burial, memorial service, or other estate related issues.

Each employee shall receive up to two (2) working days with pay for the wake and funeral of a brother in-law, sister in-law, niece, nephew, aunt or uncle. Up to one (1) working day with pay shall be granted for the wake and funeral of a current employee working for the Town of Townsend.

ARTICLE 21 - MILITARY LEAVE

Any employee shall be entitled to a leave of absence during such time as he or she is called up for active duty in the National Guard or Reserve up to a maximum of seventeen (17) days per year. During such leave he or she shall be paid the difference between his or her regular pay and pay received for such military service.

ARTICLE 22 - JURY DUTY

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for Jury Duty, exclusive of travel or any other allowance.

ARTICLE 23 - LEAVE WITH PAY

Employees shall be granted leave of absence without loss of pay for the following reasons:

1. Physical examination for the Industrial Accident Division or Retirement Board where the case involves employment by the Town.
2. To attend hearings on Industrial accident cases as an injured person or witness where the case involves employment by the Town.

ARTICLE 24 - MISCELLANEOUS LEAVES

A leave of absence without pay and for up to two (2) years shall be granted by the Board of

Selectmen when an employee is ill and has no sick leave available.

The Board of Selectmen may at its discretion grant other leaves of absence without pay upon request of the employee.

Previously accumulated unused sick leave credits shall be restored to employees returning from approved leaves of absence.

During an unpaid leave of absence, an employee shall not accrue additional benefits; additionally, the employee shall be responsible for paying the full cost of their health insurance premiums.

ARTICLE 25 - PROTECTIVE CLOTHING

Each employee shall be reimbursed up to \$1,000.00 per fiscal year for the purchase of the following items of Protective clothing which are used on the job:

A. Any items from the following list:

1. Work shoes with steel toes
2. Heavy-duty work pants
3. Heavy duty work shirts
4. Coveralls
5. Work jackets
6. Heavy work stocking
7. Insulated underwear
8. Heavy sweaters
9. Cold weather hats
10. Heavy warm or work type gloves
11. Rain suits and hats
12. Waterproof boots
13. Insulated boots
14. Hip boots
15. Safety goggles
16. Ear protectors
17. Denim work pants
18. Sweat shirts

OR

B. Any item of protective clothing not listed above, the purchase of which has been approved in advance by the Board of Selectmen. Such approval shall not create any binding practice. The decision of the Board of Selectmen with respect to the paragraph (paragraph B) shall be final and not covered by the Arbitration provisions of this Agreement.

C. An employee who so chooses may be reimbursed as provided above for monies expended for the rental of work uniforms for use on the job.

D. All employees are expected to wear a Town-approved uniform which clearly identifies that the employee is working for the Town and includes a name tag to identify who the employee is. The Superintendent shall consult with the union body as to colors and logo design before initially making orders for the uniforms.

E. All employees shall submit original receipts for protective clothing reimbursements. Exemptions due to irregular or extraordinary circumstances may be allowed at the discretion of the Town Accountant.

F. New employees shall be eligible for all leaves, stipends, reimbursements, and allowances. All such leaves shall accrue during the probationary period and shall be available to the employee when he/she is made permanent. All stipends, reimbursements, and allowances shall be paid to the employee when he/she is made permanent. Employees on probation may use up to 3 days of accrued sick leave during probationary period. The Town shall provide probationary employees with gloves, hearing protection, safety vest, and chipper helmet.

ARTICLE 26 - UNION REPRESENTATIVES

A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.

ARTICLE 27 - INSURANCE

Employees will be entitled to the same insurance benefits as other Town Employees. The employee pays a fifteen (15) percent share of the cost; the Town pays an eighty-five (85) percent share of the cost. Other health insurance plan design features include:

- a. A Tiered PPO plan and HMO New England plan
- b. Tiered co-payments in the amounts of \$20/\$40/\$70 are required to buy prescription drugs through mail order;
- c. Co-payments on medical office visits for those enrolled in the HMO plan in the amount of \$15 and co-payments on emergency room visits in the amount of \$50.

The Town agrees to commission a study by a health care consultant as to the cost of the Town providing retirement health care.

One representative of each department of the bargaining unit, i.e. chapter chairman, shall attend all meetings of the Town Treasurer or Board of Selectmen's designee on group Health Insurance.

ARTICLE 28 - MISCELLANEOUS

1. Should any provisions of this Agreement be found to be in violation of any 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.

2. In the event an employee reports to his or her place of work at his or her regularly scheduled time and is sent home for lack of work without having been properly notified of a layoff, the

employee shall be paid a full eight hours of pay.

3. The Water Department Office Administrator shall be compensated for the use of his/her motor vehicle in the course of his/her employment. No other employee shall be required to use his or her own motor vehicle in the course of his or her employment.

4. The Employer agrees to permit representatives of AFSCME to enter the premises for discussions with employees before the employees' starting times, during the employees' rest period or meal period, or after the employees' quitting time.

ARTICLE 29 - WAGES

Employees shall be compensated in accordance with the wage schedule and classification.

Classification	FY14	FY15	FY16
1. Truck Driver/Laborer	18.85	19.22	19.42
2. Heavy Equipment Operator/Laborer	21.16	21.58	21.80
3. Fleet Mechanic	22.50	22.95	23.18
4. Working Foreman	23.90	24.38	24.62
5. Water Technician	22.95	23.41	23.65
6. Office Administrator	18.17	18.53	18.72

CLASSIFICATIONS

A. The classifications referred to are listed above.

B. New employees shall be hired into the classification determined by the Town.

C. When an employee is temporarily assigned but not promoted to a higher classification or is temporarily assigned to perform the duties of any higher classification, he/she shall receive the scheduled wages of such higher classification for that day. When an employee is temporarily assigned to perform the duties of the Superintendent, he/she shall receive, in addition to his/her regular rate of pay, \$1.00 per hour for those hours he/she worked temporarily as Superintendent.

D. Highway Department employees in classifications 2 through 4 will perform the duties of the lower-numbered classifications as a regular part of their duties.

E. Highway Department employees in classifications 1 through 4 will perform general maintenance on equipment that is covered by the classifications they are qualified to operate. General maintenance shall include but not be limited to the following: check and fill fluids, apply grease from the waist up, check safety features, clean and wash the vehicle/equipment, replace and install minor accessories such as mirrors, wipers, head lamps, marker lamps, safety lamps, etc.

F. The Employer may hire temporary help to work in the Department for up to ninety (90) days. Temporary help shall not be covered by this Agreement. Temporary help shall perform unskilled work, such as cleaning, sweeping, painting, cutting brush, patching, picking up trash and related work; except painting truck bodies shall not be included.

G. In the case of members of the bargaining unit regularly scheduled to work less than forty (40) hours per week, benefits under this agreement shall then be calculated on a pro-rata basis by comparing the regularly scheduled hours or days of the part time position with full time days and/or hours.

H. The employer may implement bi-weekly payroll not sooner than July 1, 2014, and may implement electronic pay advices and mandatory direct deposit.

I. Effective July 1, 2014, each employee who successfully completes all required certifications and licenses shall receive a lump sum payment of Five Hundred Dollars (\$500) payable in a single check in the first (1st) pay period in December of each fiscal year.

J. Water Technicians shall receive on-call pay consistent with past practice.

ARTICLE 30 - EMPLOYEE RECORDS

Any written statement or report, which is critical of an employee in the bargaining unit, shall be shown to said employee prior to its being placed in the employee's personnel file. The employee shall initial the statement or report to show that the employee has seen it. The employee's initialing it shall not be taken to mean that the employee agrees with its contents. Such employee shall have the opportunity to make a written rebuttal to said statement or report, which shall also be included in the employee's personnel file.

ARTICLE 31- BULLETIN BOARD

Announcements shall be posted in a conspicuous place on the premises. The parties, both of whom may use the bulletin board for notices of a routine nature, agree that no denunciatory or inflammatory material will be posted on such bulletin board.

ARTICLE 32 - LICENSES

The Employer shall reimburse employees for the renewal cost of required licenses. The employer shall reimburse employees for the co-pay for the physical examination required for CDL and hydraulic licenses.

Highway Department employees shall hold the following licenses:

- Heavy Equipment Operator: commercial driver's license (CDL) and hydraulic license at time of hire
- Truck Driver: commercial driver's license (CDL) at time of hire
- Fleet Mechanic: commercial driver's license (CDL) and hydraulic license within six (6) months of hire with a six (6) month extension available at the discretion of the Highway Superintendent. The Town will reimburse for the cost of licenses and related courses approved by the Superintendent, such reimbursement to be paid at the completion of the probationary period.

Water Department Technicians shall hold the following licenses:

- Hydraulic license
- Distribution 1

- Distribution 2
- Treatment 1

In the event that an employee is no longer properly licensed, the employee will be employed in the lowest paying classification.

ARTICLE 32A – EDUCATION REIMBURSEMENT

At the discretion of the Superintendent, employees may be eligible for reimbursement of the full cost of tuition and registration fees for work-related courses .

ARTICLE 33 - SAFETY CODE COMMITTEE

Section 1. The Employer from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2. A safety committee consisting of one or two representatives of the Employer and one or two members of the Bargaining Unit shall be appointed and shall meet from time to time to discuss such regulations or other matters relating to health and safety.

Section 3. The Employer shall regulate and the Union shall inform its members to use protective devices, wearing apparel, safety practices and other accessories, equipment and precautions for the protection of employees from injury.

Section 4. Subject to the employee's right to the grievance procedure, the Employer may treat violations of the safety code as a breach of discipline.

Section 5. Except in cases of emergency, when the temperature becomes oppressive, either hot or cold, the continuance of work for the duration of the shift will be determined by the superintendent after consultation with the union steward or another member of the executive board of the union if the steward is not available. Should the superintendent order suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rate to end the shift. However, the superintendent may reassign the employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work. When the temperature exceeds 90 degrees in the shade, on the thermometer on the east wall of the Town Garage, the superintendent, in case of emergency, may order suspension of work and/or reassign the employees as above.

ARTICLE 34 - LONGEVITY

At five (5) years of service, computed and paid at the anniversary date of employment and thereafter, each full time permanently employed employee shall receive an annual bonus of **\$500.00**. At ten (10) years of continuous service, the annual bonus shall be increased to **\$800.00** per year. At fifteen (15) years of continuous service, the annual bonus shall be increased to **\$1,100.00** per year. At twenty (20) years of continuous service, the annual bonus shall be increased to **\$1,300.00** per year. At twenty-five (25) years of continuous service the annual bonus shall be **\$1,500.00**.

ARTICLE 35 -DRUG AND ALCOHOL TESTING

35.1 Scope

All members of the bargaining unit are subject to the provisions of this Article.

35.2 Definitions

All terms used in this Article shall be construed in accordance with the Definitions published by the United States Department of Transportation.

35.3 Prohibited Alcohol and Controlled Substance Related Conduct

- a.) Reporting for duty and/or remaining on duty while having a blood alcohol concentration greater than 0.00 and/or while testing positive for any controlled substance. Any employee called back for overtime after having left work may decline the overtime without being subject to discipline if he believes that he would violate this prohibition by reporting back to work, and so informs the employer. Employees who are taking over the counter and/or prescription drugs which may produce a positive test result are expected to inform the employer of their use of such drugs at the time the prescription is first given by their doctor or when they begin to use the over the counter drugs.
- b.) Possessing alcohol and/or controlled substances while on duty.
- c.) Consuming alcohol or using any controlled substance while on duty, including at lunch or during breaks.
- d.) Refusing to submit to an alcohol and/or controlled substance test required by the post-accident, random, reasonable suspicion and/or follow-up testing requirements contained in Federal and/or State regulations and/or this Article and/or to co-operate with or follow the instructions of the person(s) designated by the Board to administer any such test.
- e.) Using alcohol within eight (8) hours of an accident and/or prior to undergoing a post-accident alcohol test, whichever comes first.

35.4 Required Testing

All bargaining unit members are required to submit to drug and alcohol tests under any of the following circumstances:

- a) All new employees prior to performing any duties on their first day on the job.
- b) Any employee operating a motor vehicle involved in an accident while on duty which resulted in a fatality and/or the issuance of a citation and/or criminal complaint to said employee for a moving traffic violation arising out of said

accident.

- c) Any employee directed to take such a test as a result of any Random Testing program mandated by Federal and/or State regulations and/or this Article.
- d) Any employee about whom the Superintendent and/or any other person or person(s) designated by the Board of Selectmen has a reasonable suspicion that said employee has and/or is violating the prohibitions set forth in this Article.
- e) All tests conducted pursuant to this section will be done by a person(s) and/or facilities designated by the Board of Selectmen at the Town's expense. An employee may have a Union Representative present during the test if he/she so desires, provided that no test shall be delayed more than two (2) hours as a result of said request.
- f) Failure by a unit member to submit to an exam required by this section within two (2) hours of being ordered to do so and/or to cooperate with or follow the instructions of the person(s) designated by the Board to administer any such test will be deemed to be insubordinate unless such requirements are waived in writing by the Board of Selectmen or its designee.

35.5 Results of Prohibited Conduct

- a.) Any member of the bargaining unit may be disciplined, subject to the applications of just cause principles, up to and including discharge for engaging in conduct prohibited by this Article.
- b.) In addition to any discipline which may be imposed, no employee may continue to work if found to have a blood alcohol level greater than .000 and/or if found to be under the influence of a controlled substance. Any such employee will be immediately relieved of duty without pay until he passes a "return to duty" test for alcohol with a blood alcohol level greater than .000 and/or tests negative for controlled substances.
- c.) "Return to Duty Tests" for alcohol and/or controlled substances will be conducted by a person(s) and/or facility designated by the Town at the expense of the Employee.
- d.) In addition to a "return to duty" test, as a condition of continued employment, any such employee shall also be evaluated by a substance abuse professional designated by the Town and complete any assistance program designated by said professional. The cost of said evaluation and/or program shall be born by the employee.
- e.) Any employee who has engaged in conduct prohibited by this Article shall be subject to random unannounced drug and/or alcohol tests for twelve (12) to sixty (60) months following such prohibited conduct. Said tests will be conducted by person(s) or facilities designated by the Town at the Town's expense.

35.6 The Employer will continue the employee assistance program at its current levels throughout the term of this Agreement. Should either party wish to modify the employee assistance program, they may reopen this provision upon thirty (30) days written notice to the other.

ARTICLE 36 - DURATION

This agreement between the Employer and the Union shall become effective as of **July 1, 2013**, and shall continue in full force and effect to **June 30, 2016**. Further, this agreement shall be continued for an additional year unless either the Union or the Employer gives written notice to the other that it desires to amend this agreement no later than October 1 of the year preceding the expiration year of this agreement. The Employer shall provide a copy of the finalized collective bargaining agreement to union leadership within thirty (30) days of ratification.