

3/28/06 Sealers of Weights + Measures - pay
Paul Hagnet = If work is occasional/sporadic/irregular/
the hours are not included infrequent

MEMORANDUM OF AGREEMENT

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**BETWEEN THE
TOWN OF ACTON
AND
AFSCME, COUNCIL 93**

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This Memorandum incorporates and extends all terms of the collective bargaining agreement, dated July 1, 2001 - June 30, 2004, as extended by a Memorandum of Agreement July 1, 2004 - June 30, 2005, except as they are modified by this Memorandum.

- (1.) TERM: The Agreement is for three (3) years from July 1, 2005 through June 30, 2008.
- (2.) WAGES: The Wage Schedule contained in Article 29 shall be amended to include the following wage increases:

July 1, 2005	2.0 % *
January 1, 2006.....	2.0 %
July 1, 2006	1.25%
July 1, 2007	2.0 %

* The wage increase will be retroactive to July 1, 2005.

- (3.) AGENCY SERVICE FEE: The current language in Article 5 shall be deleted and replaced with the following:

Section 1.

Pursuant to General Laws, Chapter 150e, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit who is not a member of the Union shall pay to the Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

Section 2.

In consideration of the Town's agreement to an agency fee provision, the Union hereby agrees to indemnify the Town, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, backpay, interest, or other forms of liability however denominated which may arise out of, or be reason of, any action by the Town, its agents, officers and employees in entering into or taken to enforce, or defend its

enforcement of, said provision including discharge for nonpayment, including all legal fees, costs and damage awards incurred by the Town, its agents, officers and employees.

Section 3.

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of General Laws, Chapter 150E, Section 12, and 456 CMR 17:00.

- (4.) SENIORITY: Article 10, Section 2, is modified as follows:

Section 2.

Add the following sentence to paragraph 2. The Town at its discretion may layoff the employee immediately, provided it compensates the employee for the ten-(10)-day notice period.

- (5.) HOURS OF WORK: Article 11 is amended by deleting the last paragraph.

- (6.) HOSPITALIZATION AND SURGICAL INSURANCE

Paragraph 2 is deleted and replaced with the following:

AFSCME agrees to participate in the Insurance Advisory committee to discuss health and dental insurance should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Local Union has a the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increased insurance premium contribution.

The Union agrees to participate in an informal coalition bargaining when and if the Town of Acton can establish such an informal committee.

The Town shall have the right to offer a health insurance plan in addition to those currently offered without the obligation to bargain further with the Union. The existing plans will continue to be available. Participation in the new plan(s) will be the option of the employee.

- (7.) SAFETY COMMITTEE: Article 28, the first sentence is amended to read as follows:

A Safety Committee composed of two (2) representatives of the Town and two (2) Union personnel annually elected or appointed by the Union shall be created.

- (8.) MISCELLANEOUS: Article 33, Section 5, is amended by adding the following sentence:

Grievances alleging a violation of this section may be processed only to the Board of Selectmen.

- (9.) ARTICLE 16 - REST PERIODS is amended by adding the following sentence as the second sentence of paragraph 1.

Annually, the bargaining unit may chose to have either a fifteen-(15)-minute rest period during each one-half shift or a fifteen-(15)-minute rest period in the morning half of the shift with clean-up time before and after lunch and at the end of the day.

- (10.) This Agreement is subject to ratification by the members of the bargaining unit and approval by the Town Manager.

- (11.) All cost items are subject to funding by the Town Meeting.

AFSCME, COUNCIL #93

Ben Kusnie

Dated: 2/9/06

Paul Willett

Dated: 2/9/06

Samuel D. Bell

Dated: 2-9-06

TOWN OF ACTON

Don R. Johnson

Dated: 2/9/06

Dated: _____

Dated: _____

Lisa

original

AGREEMENT

**BETWEEN THE TOWN OF ACTON,
MASSACHUSETTS**

AND

**THE AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO
Mass. State Council #93, Local 1703**

**JULY 1, 2000 – JUNE 30, 2001
JULY 1, 2001 – JUNE 30, 2004**

Highway and Municipal Properties Department

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PREAMBLE

This Agreement entered into by the Town of Acton, hereinafter referred to as the employer, and Local 1703, State Council #93, The American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. All provisions in this Agreement apply to both male and female employees alike. Therefore, all references to "he" or "his" are deemed to include "she" or "her" respectively.

ARTICLE 1

RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the full and part-time employees of the Highway and Municipal Properties Departments covered by this Agreement, and the full-time and part-time maintenance employees, grounds keepers, and custodians in the Municipal Properties Department and in the Library as hereinafter described for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment excepting the Superintendents of the Highway Department and Municipal Properties Department, Assistant Highway Superintendent, temporary and seasonal employees, and employees who have been with the department for less than six (6) months.

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

ARTICLE 2

UNION DUES AND INITIATION FEES

Employees shall tender the Initiation Fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the employer agrees to deduct Union Membership Dues within 30 days after receiving written notice by the Union in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such forms and to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding month. The Town is not responsible for ensuring that the Union's notice is in accordance with the Constitution of the Union. Therefore an employee objection is solely limited between the employee and the Union. The Union agrees to indemnify the Town from all damages and costs including attorney fees that arise out of the Town's compliance with this Article.

ARTICLE 3

MANAGEMENT RIGHTS

The Town shall retain all inherent and residual rights, powers and authority, unless otherwise expressly stated in this Agreement, in the exercise of its function of management and in the direction and supervision of the Town's business.

The exercise of aforesaid rights shall remain exclusively within the prerogative of the Town Manager or his designee so long as not in conflict with any express provisions of this Agreement.

Except when it can be clearly shown that conduct or action by the Town is in violation of a specific provision of this Agreement or a past practice, the right to manage the business and affairs of the Town, to operate the Town and to direct the working forces shall not be the subject of a grievance or arbitration proceeding hereunder.

ARTICLE 4

EFFECT OF THE AGREEMENT

This Agreement contains and constitutes the entire agreement and understandings between the parties arrived at through the collective bargaining process and supercedes any and all existing agreements and understandings between the said parties with the exception of the CDL Side Agreement dated June 4, 1999 and past practices. No provisions of the Town's personnel policies are applicable to employees covered by this Agreement.

ARTICLE 5

AGENCY SERVICE FEE

An agency service fee in accordance with the provisions of Ch. 150E, s12 of the General Laws shall be in effect for this bargaining unit as of the effective date of this Agreement. The Union agrees to indemnify the Town from all damages and costs including attorney fees that arise out of the Town's compliance with this Article.

ARTICLE 6

DISCRIMINATION AND COERCION

There shall be no discrimination by the Department Head or other agents of the employer against any employee because of the employee's activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for the employee's adherence to any provision in this Agreement. The Town will not require a Union member to violate any provision of this Agreement.

ARTICLE 7

GRIEVANCE PROCEDURE

If there is a grievance between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the grievance procedure set forth below providing that no employee on probation shall have access to the grievance procedure. Grievances involving disciplinary action shall be processed

beginning at the third (3rd) step. A grievance is a dispute arising out of an alleged violation of the terms of this Agreement or a past practice. Failure to comply with the time line requirements of this Article by the employee and/or Union shall be considered acceptance of the decision at that level and a waiver of rights to further appeal. If the Town representative fails to respond within the time line requirements of this Article, the grievance shall be deemed denied and the employee may go to the next step. For the purposes of this Article, the calculation of days shall not include Saturdays, Sundays, or holidays. Grievances may be partially resolved at any step with the unresolved matters continuing to the next step. However, the scope of a grievance may not be expanded; no new issues shall be added after a grievance is initially filed.

If an employee is unable to resolve an issue with his crew leader, the employee and/or his representative shall present a grievance in writing to the respective Department Head or his designee within five (5) days after the occurrence which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence. Within five (5) days after receipt of the grievance, the Department Head or designee shall meet with the employee to discuss the matter. Within five (5) days after the meeting, the Department Head or his designee will render a written decision.

It is agreed that no grievance shall be deemed to exist until the employee has first ascertained the Town's initial position with respect to the matter in question from his/her immediate supervisor. If the employee desires, a bargaining unit representative may be included in any preliminary discussions.

STEP ONE: If an employee has a grievance, the employee and a representative shall first present it in writing to the employee's immediate supervisor who shall meet with the employee and the representative and respond within five (5) days of receipt of the grievance.

STEP TWO: Upon the failure of step one to resolve the grievance, the employee and/or the representative shall present the grievance in writing to the respective Department Head or his designee who shall have five (5) days (exclusive of Saturday, Sunday, and Holidays) to meet with the employee and the representative and render a decision.

STEP THREE: In the event the grievance is not settled by the action of the Department Head, then said grievance shall be presented in writing to the Town Manager or his designee within five (5) working days after the Department Head's response is due. The Town Manager shall meet with the employee and the representative and respond to the Union Steward in writing within five (5) days.

STEP FOUR: If the grievance is still unsettled, either party may, within thirty (30) days after the reply from Step Three is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and 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 to the arbitrators.

Grievances involving disciplinary action shall be processed beginning at the third (3rd) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievances up to and including restoration to the job with all compensation and privileges that would have been due the employee. The decision of the arbitrator shall be limited to the interpretation of the terms and conditions of the contract and past practices. The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement.

ARTICLE 8

EXTREMES OF WEATHER

Excluding work of an emergency nature, as determined by the Department Head, no outside work shall be performed in severe weather conditions which would endanger the safety of the employees. The judgment of the Department Head shall not be arbitrarily or capriciously exercised.

ARTICLE 9

NO STRIKE

The Union agrees that there will be no strikes, walkouts, stoppages of work, sit-down, or slowdown, or any other direct interferences with the employer's operations during the life of this Agreement.

The employer may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of the above paragraph. Such action by the employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not the employees who were disciplined in fact participated in, encouraged or were responsible for such violation.

ARTICLE 10

SENIORITY

Section 1 - All employees covered by the contract shall have their seniority defined by the length of service in the bargaining unit for all purposes under the contract including the accrual of sick, vacation, and all other benefits. For all employees hired on or after July 1, 2000, seniority shall be acquired by employees upon completion of their six (6) month probationary period which shall be six (6) months of time actually worked. Seniority shall be retroactive to their first day of work in the bargaining unit after the employee successfully completes his probationary period. In the cases of Stephen Gray, Carl Maria, Malcolm MacGregor, and Mark Fitzpatrick, their seniority shall be defined as length of service with the Town. All references to 'regular employees' in this Agreement are applicable only to full and part-time employees and are not applicable to probationary employees unless otherwise expressly provided.

Section 2 – In the event that it becomes necessary to lay off employees, the principle of seniority shall control within classifications. The least senior employee in the job classification affected by the layoff shall be the first laid off. Affected employees shall first exercise bumping rights within the same rated classification for which they are qualified. If none, employees due to be laid off shall have the right to bump employees having less seniority in any lower classification at the rate of pay applicable thereto at the employee's then-existing step level, provided they are qualified to perform the duties of that classification. Employees will be given at least ten (10) work days notice of layoff.

Section 3 – Seniority shall be broken when an employee: (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return to work after twelve (12) months of absence due to illness or injury, (e) fails to return to work at the expiration of an authorized leave of absence pursuant to article 23, (f) is laid off for a period of time in excess of eighteen (18) months, (g) fails to respond within forty-eight (48) hours of receipt of notice of recall and fails to return to work within a period of ten (10) working days following receipt of notice of recall, or (h) is absent for more than three (3) workdays without notice to the employer of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) working days, without loss of seniority or recall rights.

Section 4 – When there is an increase in any classification following a layoff, employees with seniority in such classification shall be first offered recall during the period set forth in Section 3(f) in the order of their seniority to the position from which the employee was laid off.

Section 5 – Within sixty (60) days after the execution of this Agreement, and on January 1st thereafter, the Town shall forward to the Union a seniority list containing the names of all employees in the bargaining unit. Should the Union choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Town Manager or his/her designee within ten (10) workdays of receipt of the seniority list. Within ten (10) workdays of receipt of the challenge, the Union's representative shall meet with the Town Manager or his/her

designee to resolve the challenge. Challenges to the make-up of subsequent seniority lists may be made only to the extent of the change, if any, from the proceeding seniority list.

ARTICLE 11

HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions of lunch periods, and will consist of eight (8) working hours plus the appropriate lunch period.

Except for the transfer station and part-time employees, the regularly scheduled workweek shall consist of five (5) consecutive days. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the employer and employee.

A summer work schedule shall be effected at the mutual agreement of the Town and the Union; such schedule will shift normal work hours to begin a tour one-half hour earlier and end one-half hour earlier than standard hours.

ARTICLE 12

OVERTIME

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times the employee's regular rate of pay for work in excess of eight (8) consecutive hours or a total of eight (8) hours in one day or forty (40) hours in one week.

All work performed after twenty-four continuous hours shall be compensated at a rate of double time.

An employee called back to work on the same day after having completed the employee's assigned work and left the place of employment and before the employee's next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. The employee will be guaranteed a minimum of four (4) hours pay at time and one-half.

The employer shall keep records in each division of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the Assistant Superintendent of the division involved.

A record of the overtime hours worked by each employee shall be posted on the bulletin board monthly. In addition, the Town will maintain a log of overtime hours for spot sanding and will post it where it can be viewed by the Union on a monthly basis.

The Town shall attempt to distribute overtime equally and impartially among employees who ordinarily perform such related work in each Department. The Department Head will seek to fill overtime shifts on a voluntary basis. If an insufficient number of employees put in for voluntary

overtime, the Department Head will require employees to work overtime on a reverse seniority basis, i.e. most junior unit member selected first. If an employee did not work a mandatory overtime shift when called, he/she shall remain at the top of the call list.

ARTICLE 13

WORKING OUT OF CLASSIFICATION

In any case where an employee is qualified and is temporarily assigned by the Department Head to serve in, accept the responsibility for, and perform the duties of work in a higher class or position, for one (1) full day or more, the base pay rate of the employee will be increased as follows:

<u>Difference Between Current Grade and Higher Grade of Assigned Position</u>	<u>Increase to Base Hourly Rate of Employee Assigned</u>
1 Grade	\$0.50
2 Grades	\$0.75
3 Grades	\$1.00

ARTICLE 14

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 changes.

The above shall be granted reasonable time off during working hours for the investigation and settlement of grievances, with the concurrence of the Highway Department Superintendent and the Municipal Properties Director for Municipal Properties employees. Time off will also be granted to attend meetings of state and national bodies without loss of pay. Such time off should amount to no more than three working days per year.

ARTICLE 15

MEAL PERIODS

All employees shall be granted a meal period of one-half (1/2) hour's duration during each shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

The employer shall provide the compensation in the following amounts. Breakfast \$5.00, and Dinner \$8.00, to any employee who is requested and does work two (2) or more consecutive

shifts performing snow removal. Compensation will be paid in two installments. The first installment will be paid in the first pay period of February, and the second installment will be paid in the first pay period of May.

Meals will normally be furnished between 12 midnight and 1 a.m.

ARTICLE 16

REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work two hours beyond their regular quitting time into the next shift may have the option of taking a one-half (1/2) hour meal break before they work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 17

HOLIDAYS

Work holidays shall be observed in accordance with the General Laws of the Commonwealth of Massachusetts.

The following are recognized as work holidays by the Town:

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

Only essential work, as determined by the Department Head, will be schedule on a recognized holiday. Except for work so scheduled, all employees in continuous service will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled work day for the employee. Except for employees not normally scheduled to work Monday through Friday, a holiday falling on a Saturday will be observed on the preceding Friday and a holiday falling on a Sunday will be observed on the following Monday. ~~If a holiday falls on a scheduled day off, an employee in continuous service will be given an additional day off at the convenience of the department.~~ Holiday pay is computed in the same manner as vacation pay as set forth in Article 18(e).

When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, the employee shall be paid holiday pay plus regular pay or 1 ½ times regular pay. In no case will the number of vacation days plus the paid holidays exceed thirty-seven (37) days.

In order to be eligible to receive holiday pay, the employee must have actually worked the employee's last scheduled work day prior to the holiday and the employee's first scheduled work day following the holiday, unless on vacation leave or otherwise absent with the prior permission of the employee's supervisor.

An employee who is called out to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive two times his regular rate of pay for a minimum of 4 hours.

they get holiday pay plus double time

ARTICLE 18

VACATIONS

Whenever possible, priority of selection of vacation shall be based upon the length of full-time service in the bargaining unit; that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department, and shall be subject to the final approval of the Superintendent of the Highway Department of the Town and Municipal Properties Director for Municipal Properties employees. It is the intent of this paragraph that the efficiency of the department be unimpaired by vacations, and nothing in the Agreement shall be construed as limiting the discretion of the Superintendent of the Highway Department and Municipal Properties Director in setting up the schedule of vacations.

All selection for vacation periods shall be submitted at least 3 weeks prior to the time period requested. This time period may be waived by the Department Head.

Vacations with Pay:

All employees in continuous service, except those for whom other provisions are made in the laws of the Commonwealth, will accrue vacation leave from the first day of employment based upon the following schedule.

- (a) Vacation leave of two weeks per year will begin to accrue to any employee who has been employed less than four years at the time of their anniversary.
- (b) Vacation leave of three weeks per year shall begin to accrue to any employee who will have been employed less than 9 years and greater than 3.99 years at the time of their anniversary.
- (c) Vacation leave of 4 weeks per year shall begin to accrue to any employee who has been employed less than 19 years and greater than 8.99 years at the time of their anniversary.
- (d) Vacation leave of 5 weeks will begin to accrue to any employee who has been employed by the Town for at least 19 years at the time of their anniversary.
- (e) Vacation pay is computed as follows:

The number of hours that the employee is regularly scheduled to work times the employee's basic hourly rate of pay (or the hourly equivalent for employees paid on a salary basis.)

- (f) Vacation shall be granted by the Department Heads at such time, as in their opinion will cause the least interference with the performance of the regular work of the department, but take into account, as far as possible, the preferences of the individual employee. If a holiday falls within the vacation period of an employee, the employee shall be granted an additional day of vacation. No employee may be required or permitted to forego his vacation and receive extra pay in lieu thereof.
- (g) Upon the death of an employee who is eligible for a vacation under the provision of this section, payment shall be made to the estate of the deceased in the amount equal to the vacation accrued.
- (h) Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted.
- (i) Absences on account of sickness in excess of that authorized under the rules therefor or for personal reasons not provided for under sick leave may, at the discretion of the department head, be charged to vacation leave.
- (j) The maximum amount of accrued vacation that an employee may accumulate is 150% of the applicable amount as determined by Sections (a) through (d) of Article 18.

ARTICLE 19

SICK LEAVE

PAYMENT DUE TO ABSENCE ON ACCOUNT OF ILLNESS

- (a) Non Occupation Sick Leave

All full-time employees shall be credited with one and one quarter (1 ¼) days of sick leave upon the completion of each month of service (or major until the June fraction of a month). All part-time employees who are regularly scheduled to work 20 hours or more per week will earn sick leave on a pro-rata basis. Sick leave not used may be allowed to accumulate and be available for use, if necessary. This sick leave credit shall not exceed a maximum of one hundred and twenty (120) days. For each day accumulated at the start of a single, continuous, prolonged illness a full time employee or an eligible part-time employee may receive three (3) days sick leave, if necessary, up to a maximum of one hundred days on recommendation of the department head,

with a written statement from the employee's doctor of the nature of the illness and the probable duration thereof, with the approval of the Town Manager or his/her designee. Sick leave may be used only for illness or injury to the employee, and only while in the employ of the Town. No sick leave accumulations may be considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the employee must notify the department head or assistant department head of expected incapacity at least 15 minutes prior to the scheduled starting time on the first day of absence, stating the nature of the sickness or injury, time expected to be incapacitated and expected return to work. If the department head or assistant department head is not available, the employee should leave a detailed message for one of them at the highway garage for highway employees or the municipal properties' office for municipal property employees regarding their sickness and expected availability within the same time period. If an employee's expected return date changes, the employee must call the department head or assistant department head as soon as possible to inform him of the change. The supervisor is expected to check on such absences and to check with the doctor, and to obtain the doctor's certificate if in the supervisor's judgment the situation demands such certification. Employees are expected not to abuse their sick leave and use it only for legitimate illness.

(b) Worker's Compensation

Each employee covered under Worker's Compensation Law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of, and in connection with, the service to the Town, and for which Worker's Compensation is payable, shall be granted the difference between Workman's Compensation payments and the regular straight time rate of pay on the same basis as that set forth in subsection (a). Non Occupational Sick Leave, as detailed in this previous subsection.

In the event such payments are made to an employee, the employee's sick leave accrual may be debited to such amounts as the Director of Human Resources determines to be equitable in relation to such payments. An employee receiving worker's compensation benefits will continue to accrue sick and vacation days for the first one hundred and eighty five (185) calendar days he is out on workers' compensation leave in a fiscal year.

→ If they're out on injury
the wk. ck is 60% we pay

40% out of sick and it would be the 40% of sick dr.
ex: 5 days inj 40% of that would be 6 hrs of sick

ARTICLE 20

JURY DUTY

An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and for fees exclusive of travel allowance for such services. Upon returning to work, an employee should provide to his Department Head the official notice of having completed jury service.

ARTICLE 21

FUNERAL LEAVE

Payment will be made for lost time up to three (3) days because of the death of parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

Individual consideration may be given by the Town Manager or his/her designee for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

ARTICLE 22

PERSONAL LEAVE

Employees shall be granted time off with the concurrence of the Department Head for which they will be paid at their normal rate to conduct personal business. Such personal business shall not exceed three (3) working days in any one fiscal year. Personal leave is not to be carried over to the next fiscal year. Personal leave is not payable upon termination from employment.

ARTICLE 23

LEAVE OF ABSENCE

Except as otherwise provided in the agreement, all leaves of absence shall be without compensation and may be taken only with consent of the Department Head and the approval of the Town Manager or his/her designee. Said leaves of absence shall not be unreasonably denied and shall be subject to the grievance and arbitration procedure. The Town agrees to apply the terms of this Agreement in the manner consistent with the terms of the Family Medical Leave Act.

ARTICLE 24

UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, foul weather gear or protective devices shall be furnished every other year to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employer. The Town will provide 13 sets of rented uniforms per employee. The Department Head will post the required uniform for each job classification and season. When the uniform vendor contract is subject to renewal or replacement, the Town shall solicit reasonable proposals on uniform preferences from a committee of employees. The Town shall negotiate with and attempt to implement the committee's suggestions if cost effective. The selection of uniforms shall not be subject to grievance and arbitration.

The town shall provide to each employee two jackets. The town shall also reimburse upon submission of a receipt up to \$100.00 for each pair of safety shoes up to two pairs per employee annually. Employees who have no need for safety shoes for the performance of their work are not covered by this clause. In addition, the Town agrees to provide new uniforms every other year on the first of November.

The employer agrees to provide all materials, equipment, tools and license fees required to perform the duties assigned to the employees covered by this Agreement.

ARTICLE 25

LABOR AND MANAGEMENT MEETINGS

The Union shall designate a standing committee of two (2) employees of the Union whose rates and conditions of employment are covered by the Agreement, which committee may, at the request of either party, meet with the respective Department Head from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement, such meetings shall be held at times and places convenient to both parties.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

There shall be no deduction in pay for Union Personnel attending meetings with department officials while settling personnel matters. The department head shall notify, or cause notice to be given to, all persons affected. Failure to do so shall in no way affect the pay of the employee or his/her right to attend such meetings.

ARTICLE 26

HOSPITALIZATION AND SURGICAL INSURANCE

For full-time employees and part-time employees whose regularly established workweek is 20 hours or more who are, or become, members of the existing Blue Cross-Blue Shield Group, Master Health Plus Plan or HMO, the Town will pay 85% of the cost of such membership and the employee the other 15%. Employee contributions shall be deducted on a pre-tax basis. Coverage includes both individual and family basis.

Section 3 of Chapter 32B of the Massachusetts General Laws applies, allowing a member or members of the Union to meet with any future Constituted Advisory Committee considering changes in the present Hospital and Surgical Insurance Plan.

The Town will deduct for any Union dental plan members may want to participate in. The Town will not contribute to the cost of the plan.

ARTICLE 27

GROUP LIFE INSURANCE

In accordance with Chapter 32B of General Laws, as amended, the terms of the insurance contract, all full-time employees and all part-time employees whose regularly established work week is twenty hours or more, who shall have completed six (6) months of continuous service for the Town shall be provided with group life insurance coverage not to exceed \$15,000 of which the Town will pay 50% of the premium and the employee the other 50%.

ARTICLE 28

SAFETY COMMITTEE CODE

A Safety Committee composed of two (2) representatives of the Town and two (2) supervisory personnel shall be appointed. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

ARTICLE 29

CLASSIFICATION PLAN AND PAY RATES

1. Classification Plan

Class-Title	Grade
Landfill Checker	H-2
Building Maintenance Person	H-2
Truck Driver/Skilled Laborer	H-3
Groundskeeper	H-3
Equipment Maintenance Person	H-4
Light Equipment Operator (e.g. Sweeper, Catch Basin Truck, Shovel Dozer)	H-4
Tree Climber/Senior Groundskeeper	H-5
Heavy Equipment Operator (e.g. Dozer, Grader, Backhoe, Loader, Sno-go, Tractor Trailer)	H-5
Crew Leader	H-6
Equipment Repair Person	H-7
Head Mechanic	H-8

The Town agrees that there shall be at least three crew leaders: One at the transfer station, one as leader of the road crew, and one as Municipal Properties crew leader. Also at least 3 H-5 positions will be filled and one H-8 position.

2. Snow Plowing Stipend

Employees will be eligible for a Snow Plowing Stipend of \$50.00 per person, per storm, when the snowfall is plowable and sufficient for the work to last for at least four hours outside of normal duty hours for the initial plowing of snow from streets and sidewalks.

HIGHWAY WAGE SCHEDULE
EFFECTIVE 7/1/00 (3%)

10 4/20

Grade	Step	A	B	C	D	E	F
1	H	\$13.06284	\$13.50517	\$14.00585	\$14.53288	\$14.67821	\$14.97177
	BW	\$1,045.03	\$1,080.42	\$1,120.46	\$1,162.63	\$1,174.25	\$1,197.75
	A	\$27,170.70	\$28,090.76	\$29,132.17	\$30,228.39	\$30,530.67	\$31,141.29
2	H	\$13.50202	\$14.00585	\$14.63828	\$15.20485	\$15.35690	\$15.66403
	BW	\$1,080.16	\$1,120.46	\$1,171.06	\$1,216.39	\$1,228.55	\$1,253.12
	A	\$28,084.21	\$29,132.17	\$30,447.62	\$31,626.08	\$31,942.34	\$32,581.19
3	H	\$14.00396	\$14.63829	\$15.04674	\$15.61329	\$15.76942	\$16.08482
	BW	\$1,120.32	\$1,171.06	\$1,203.74	\$1,249.06	\$1,261.55	\$1,286.79
	A	\$29,128.24	\$30,447.64	\$31,297.22	\$32,475.64	\$32,800.41	\$33,456.42
4	H	\$14.64393	\$15.04674	\$15.54742	\$16.12714	\$16.28842	\$16.61419
	BW	\$1,171.51	\$1,203.74	\$1,243.80	\$1,290.17	\$1,303.07	\$1,329.13
	A	\$30,459.38	\$31,297.22	\$32,338.62	\$33,544.46	\$33,879.91	\$34,557.50
5	H	\$15.04548	\$15.54742	\$16.06127	\$16.68053	\$16.84733	\$17.18427
	BW	\$1,203.64	\$1,243.80	\$1,284.90	\$1,334.45	\$1,347.79	\$1,374.74
	A	\$31,294.59	\$32,338.62	\$33,407.44	\$34,695.51	\$35,042.45	\$35,743.30
6	H	\$15.54742	\$16.06127	\$16.58829	\$17.22073	\$17.39294	\$17.74081
	BW	\$1,243.80	\$1,284.90	\$1,327.06	\$1,377.66	\$1,391.44	\$1,419.27
	A	\$32,338.62	\$33,407.44	\$34,503.65	\$35,819.13	\$36,177.32	\$36,900.87
7	H	\$16.06190	\$16.58829	\$17.22075	\$17.89270	\$18.07163	\$18.43307
	BW	\$1,284.96	\$1,327.06	\$1,377.66	\$1,431.41	\$1,445.73	\$1,474.64
	A	\$33,408.75	\$34,503.65	\$35,819.15	\$37,216.81	\$37,589.00	\$38,340.76
8	H	\$16.58893	\$17.22073	\$17.91905	\$18.59103	\$18.77693	\$19.15247
	BW	\$1,327.11	\$1,377.66	\$1,433.52	\$1,487.28	\$1,502.15	\$1,532.20
	A	\$34,504.98	\$35,819.13	\$37,271.62	\$38,669.33	\$39,056.00	\$39,837.13

Separate retroactive check payments will be made for the period starting July 1, 2000 to June 30, 2001 and from July 1, 2001 to the first pay period after the contract is signed.

HIGHWAY WAGE SCHEDULE
EFFECTIVE 7/1/01 (4%)

10 1/2

2011

Grade	Step	A	B	C	D	E	F
1	H	\$13.58535	\$14.04538	\$14.56608	\$15.11420	\$15.26534	\$15.57064
	BW	\$1,086.83	\$1,123.64	\$1,165.28	\$1,209.14	\$1,221.22	\$1,245.66
	A	\$28,257.53	\$29,214.39	\$30,297.46	\$31,437.53	\$31,751.90	\$32,386.94
2	H	\$14.04210	\$14.56608	\$15.22381	\$15.81304	\$15.97118	\$16.29059
	BW	\$1,123.37	\$1,165.28	\$1,217.90	\$1,265.05	\$1,277.69	\$1,303.24
	A	\$29,207.58	\$30,297.46	\$31,665.52	\$32,891.12	\$33,220.03	\$33,884.44
3	H	\$14.56412	\$15.22382	\$15.64861	\$16.23782	\$16.40020	\$16.72821
	BW	\$1,165.13	\$1,217.90	\$1,251.89	\$1,299.02	\$1,312.01	\$1,338.26
	A	\$30,293.37	\$31,665.55	\$32,549.11	\$33,774.67	\$34,112.43	\$34,794.68
4	H	\$15.22969	\$15.64861	\$16.16932	\$16.77223	\$16.93996	\$17.27876
	BW	\$1,218.37	\$1,251.89	\$1,293.55	\$1,341.78	\$1,355.19	\$1,382.30
	A	\$31,677.76	\$32,549.11	\$33,632.16	\$34,886.24	\$35,235.11	\$35,939.80
5	H	\$15.64730	\$16.16932	\$16.70372	\$17.34775	\$17.52122	\$17.87164
	BW	\$1,251.79	\$1,293.55	\$1,336.30	\$1,387.83	\$1,401.70	\$1,429.73
	A	\$32,546.37	\$33,632.16	\$34,743.74	\$36,083.33	\$36,444.15	\$37,173.03
6	H	\$16.16932	\$16.70372	\$17.25182	\$17.90956	\$18.08866	\$18.45044
	BW	\$1,293.55	\$1,336.30	\$1,380.14	\$1,432.77	\$1,447.10	\$1,476.04
	A	\$33,632.16	\$34,743.74	\$35,883.80	\$37,251.90	\$37,624.41	\$38,376.90
7	H	\$16.70438	\$17.25182	\$17.90958	\$18.60841	\$18.79450	\$19.17039
	BW	\$1,336.36	\$1,380.14	\$1,432.77	\$1,488.67	\$1,503.56	\$1,533.63
	A	\$34,745.10	\$35,883.80	\$37,251.92	\$38,705.48	\$39,092.56	\$39,874.39
8	H	\$17.25249	\$17.90956	\$18.63581	\$19.33467	\$19.52801	\$19.91857
	BW	\$1,380.19	\$1,432.77	\$1,490.86	\$1,546.77	\$1,562.24	\$1,593.49
	A	\$35,885.18	\$37,251.90	\$38,762.48	\$40,216.10	\$40,618.24	\$41,430.62

HIGHWAY WAGE SCHEDULE
EFFECTIVE 7/1/02 (3.5%)

Grade	Step	<div style="display: flex; justify-content: space-around; font-size: small;"> 10 yrs 20 yrs </div>					
		A	B	C	D	E	F
1	H	\$14.06084	\$14.53697	\$15.07589	\$15.64320	\$15.79963	\$16.11561
	BW	\$1,124.87	\$1,162.97	\$1,206.06	\$1,251.46	\$1,263.96	\$1,289.26
	A	\$29,246.54	\$30,236.89	\$31,357.87	\$32,537.84	\$32,863.22	\$33,520.48
2	H	\$14.53357	\$15.07589	\$15.75664	\$16.36650	\$16.53017	\$16.86076
	BW	\$1,162.69	\$1,206.06	\$1,260.53	\$1,309.33	\$1,322.41	\$1,348.85
	A	\$30,229.85	\$31,357.87	\$32,773.81	\$34,042.31	\$34,382.73	\$35,070.40
3	H	\$15.07386	\$15.75665	\$16.19631	\$16.80614	\$16.97421	\$17.31370
	BW	\$1,205.91	\$1,260.53	\$1,295.71	\$1,344.49	\$1,357.93	\$1,385.10
	A	\$31,353.64	\$32,773.84	\$33,688.33	\$34,956.78	\$35,306.37	\$36,012.49
4	H	\$15.76273	\$16.19631	\$16.73525	\$17.35926	\$17.53286	\$17.88352
	BW	\$1,261.01	\$1,295.71	\$1,338.82	\$1,388.74	\$1,402.62	\$1,430.68
	A	\$32,786.48	\$33,688.33	\$34,809.29	\$36,107.26	\$36,468.34	\$37,197.69
5	H	\$16.19496	\$16.73525	\$17.28835	\$17.95492	\$18.13446	\$18.49715
	BW	\$1,295.60	\$1,338.82	\$1,383.07	\$1,436.40	\$1,450.76	\$1,479.77
	A	\$33,685.49	\$34,809.29	\$35,959.77	\$37,346.25	\$37,719.70	\$38,474.09
6	H	\$16.73525	\$17.28835	\$17.85563	\$18.53639	\$18.72176	\$19.09621
	BW	\$1,338.82	\$1,383.07	\$1,428.44	\$1,482.92	\$1,497.75	\$1,527.70
	A	\$34,809.29	\$35,959.77	\$37,139.73	\$38,555.72	\$38,941.26	\$39,720.09
7	H	\$17.28903	\$17.85563	\$18.53642	\$19.25970	\$19.45231	\$19.84135
	BW	\$1,383.13	\$1,428.44	\$1,482.92	\$1,540.77	\$1,556.18	\$1,587.31
	A	\$35,961.18	\$37,139.73	\$38,555.74	\$40,060.17	\$40,460.80	\$41,269.99
8	H	\$17.85633	\$18.53639	\$19.28806	\$20.01138	\$20.21149	\$20.61572
	BW	\$1,428.50	\$1,482.92	\$1,543.04	\$1,600.91	\$1,616.92	\$1,649.26
	A	\$37,141.16	\$38,555.72	\$40,119.17	\$41,623.66	\$42,039.88	\$42,880.69

HIGHWAY WAGE SCHEDULE
EFFECTIVE 7/1/03 (3.5%)

Grade Step	A	B	C	D	E	F	
1	H	\$14.55297	\$15.04576	\$15.60356	\$16.19070	\$16.35261	\$16.67966
	BW	\$1,164.24	\$1,203.66	\$1,248.28	\$1,295.26	\$1,308.21	\$1,334.37
	A	\$30,270.17	\$31,295.18	\$32,455.40	\$33,676.66	\$34,013.43	\$34,693.70
2	H	\$15.04226	\$15.60356	\$16.30812	\$16.93932	\$17.10871	\$17.45090
	BW	\$1,203.38	\$1,248.28	\$1,304.65	\$1,355.15	\$1,368.70	\$1,396.07
	A	\$31,287.89	\$32,455.40	\$33,920.89	\$35,233.79	\$35,586.13	\$36,297.86
3	H	\$15.60145	\$16.30814	\$16.76318	\$17.39436	\$17.56831	\$17.91968
	BW	\$1,248.12	\$1,304.65	\$1,341.05	\$1,391.55	\$1,405.47	\$1,433.57
	A	\$32,451.02	\$33,920.92	\$34,867.42	\$36,180.27	\$36,542.09	\$37,272.93
4	H	\$16.30928	\$16.76318	\$17.32097	\$17.96683	\$18.14651	\$18.50943
	BW	\$1,304.74	\$1,341.05	\$1,385.68	\$1,437.35	\$1,451.72	\$1,480.75
	A	\$33,923.29	\$34,867.42	\$36,027.62	\$37,371.01	\$37,744.73	\$38,499.61
5	H	\$16.76177	\$17.32097	\$17.89344	\$18.58335	\$18.76918	\$19.14456
	BW	\$1,340.94	\$1,385.68	\$1,431.48	\$1,486.67	\$1,501.53	\$1,531.56
	A	\$34,864.48	\$36,027.62	\$37,218.36	\$38,653.37	\$39,039.89	\$39,820.68
6	H	\$17.32097	\$17.89344	\$18.48059	\$19.18518	\$19.37702	\$19.76456
	BW	\$1,385.68	\$1,431.48	\$1,478.45	\$1,534.81	\$1,550.16	\$1,581.17
	A	\$36,027.62	\$37,218.36	\$38,439.62	\$39,905.17	\$40,304.20	\$41,110.29
7	H	\$17.89414	\$18.48059	\$19.18519	\$19.93379	\$20.13314	\$20.53579
	BW	\$1,431.53	\$1,478.45	\$1,534.82	\$1,594.70	\$1,610.65	\$1,642.86
	A	\$37,219.82	\$38,439.62	\$39,905.19	\$41,462.28	\$41,876.93	\$42,714.44
8	H	\$18.48130	\$19.18518	\$19.96314	\$20.71177	\$20.91888	\$21.33727
	BW	\$1,478.50	\$1,534.81	\$1,597.05	\$1,656.94	\$1,673.51	\$1,706.98
	A	\$38,441.10	\$39,905.17	\$41,523.34	\$43,080.49	\$43,511.28	\$44,381.51

ARTICLE 30

PERSONNEL RECORDS

1. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter.

2. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the statement or report.

3. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

ARTICLE 31

MERIT PAY

All employees shall be formally reviewed annually during the month of May. Any merit pay shall be awarded during the first full pay period of June. Informal reviews may be conducted at the discretion of the department head, during the month of December or as needed. Employees will be advised in December if the employee is performing at a level lower than the previous year's standard.

The merit payment shall be awarded to employees subject to the following conditions:

1. Annual payment shall be included in regular pay check.
2. An employee aggrieved by the award of merit pay may have an appeal to his/her department head and the Town Manager or designee.
3. The formal performance review sheet shall be signed by the employee after discussion with the department head and made a part of that employee's

permanent personnel record. If an employee refuses to sign the review, a note to that respect shall be made on the form, and it shall then be inserted into that employee's permanent personnel record.

4. Employees shall be rated in the following categories and shall be awarded the corresponding sums:

() Exceptional	\$700.00
() Exceeds Job Requirements	\$500.00
() Meets Job Requirements	\$100.00

ARTICLE 32

LONGEVITY

All employees will be eligible for annual longevity payments, calculated on their normal base pay, and will be paid in a separate check on the first pay period after July 1st for each year of continuous service that will be attained during that fiscal year. The amounts to be paid will be as follows:

*at time of
pymt:
ex. 6/28*

4

For 5 to 9 years service	-	½% of Base	60 - 108
For 10 to 14 years service	-	1% of Base	109 - 168
For 15 to 19 years service	-	1 ½% of Base	169 - 228
For 20 and more years service	-	2% of Base	229

This amount will be paid on the second pay period of July and is subject to all applicable withholding.

ARTICLE 33

MISCELLANEOUS PROVISIONS

1. Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

2. All part-time and full-time vacancies will be posted for a minimum of five (5) days before any external recruiting to allow employees an opportunity to submit resumes to the Town Manager or his/her designee's office. Notice of vacancies will be posted in the Town Hall, Police Station, Fire Stations and Library, and sent to each department head. Each job posting will include a brief job description, minimum qualifications, salary range, and due date for receipt of applications.

3. Should any provisions of this Agreement be found to be in violation of any federal or state law or civil service rule 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.
4. The Town shall not require as a condition of employment that any employee on the payroll as of July 1, 1977 to reside in the Town.
5. No discrimination – the Parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such person shall receive the full protection of this Agreement.
6. Access to Premises – the employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or State Council #93, and/or Local 1703, to enter the premises at any time for individual discussion of working conditions with employees, provided permission is granted by the Department Head or any other management person who is in charge. Permission will not be unreasonably withheld.
7. In the event an employee reports to work at his/her regularly scheduled time and is sent home for lack of work, the employee shall be paid for eight (8) hours at the rate to which the employee would be entitled for the shift.
8. Work normally performed by members of the bargaining unit will continue to be done by such personnel except: (1) When, in the judgment of the Town, the work in question can be more economically or efficiently done by others. (2) When, in the judgment of the Town, performance of work by bargaining unit members will cause either their unavailability during their regular shift or reasonably impair their ability to properly and safely perform their duties. Notwithstanding the above, employees desiring to perform snow removal work on an overtime basis will be permitted to do so, provided only that they satisfy the standards in exception (2). With respect to all of the foregoing, the judgment of the Town shall not be arbitrarily or capriciously exercised.

ARTICLE 34

FAMILY MEDICAL LEAVE ACT

Eligibility: All full and part-time employees who have been employed by the Town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months and have not taken 12 weeks of FMLA during the last twelve months are eligible for a leave of absence under this policy. Employees who go out on non-work related sick or injury leave will have their leave charged to Family and Medical Leave as soon as it is known that their leave will exceed two weeks.

FMLA Leave Requests: An FMLA leave request form is available in Human Resources. The information provided in the request will be used to determine eligibility.

Foreseeable: If an employee's need for FMLA leave is foreseeable, requests for leave under the FMLA must be submitted thirty days prior to the leave, or, as much notice as is practical under the circumstances. Such requests should include the employee's reason for requesting the leave as well as its anticipated timing and duration.

Unforeseeable: If an employee's need for FMLA leave, or its approximate timing is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one or two working days after the employee learns of the need for leave.

Employee Notice Requirements: An employee requesting leave will receive notice of approval of FMLA leave as soon as possible after Human Resources has been provided sufficient documentation to determine eligibility. Unless there are extenuating circumstances, the employee will receive notice no later than two business days after the start of the leave.

Employees who are placed on FMLA leave without a request will be notified as soon as possible after the Town learns that they will be out sick for more than two calendar weeks.

Medical Certification Requirements: Any employee requesting a leave based on medical conditions must submit a Medical Certification Form to Human Resources supporting the employee's need for leave within fifteen days after requesting the leave. Employees should contact Human Resources as soon as their need for a medically related leave is determined to obtain the Town's Medical Certification Form.

Upon request of the Town, a doctor's statement must be submitted while an employee is on family or medical leave in order to certify the employee's continuing need for leave. A doctor's statement will also be required if an employee requests an extension of leave or there is a significant change in circumstances related to the employee's need for leave.

As a condition of returning to work, an employee who has been on medical leave for other than normal childbirth, must present a doctor's statement certifying that the employee is well enough to return to work.

Duration of Leave: Eligible employees may take a maximum of twelve weeks of leave during any twelve month period. The leave period will be a "rolling" twelve month period measured from the requested start date of the leave to the end date of the prior FMLA leave or twelve months, whichever is less.

Types of Leave, Use of Paid Time Off, and Benefits: There are two types of leave authorized under the FMLA, Family and Medical. The conditions required for the leaves and the different use of paid time off and benefits follow.

Family Leave: May be granted to care for the employee's child within one year of the birth or placement for adoption or for foster care, or to care for a child, spouse, or parent with a serious health condition.

Paid Time Off: Accrued vacation leave will be used for employees who take Family Leave.

Unpaid Time Off: Should the duration of the leave exceed their accrued vacation leave, they will be on unpaid leave and will be responsible for their portion of health, life or any other insurance.

Accruals and Holidays: Employees will not accrue sick and vacation time after using their paid time off. Holidays will not count as a day of leave.

Medical Leave: Granted to employees to allow for recovery from, or treatment of their own serious health condition which makes the employee unable to perform his or her job. A serious health condition is an illness, injury, impairment, or physical or psychological condition, with a duration of five days or longer, or pregnancy, that involves either inpatient care at a health care facility or continuing treatment by a health care provider.

Paid Leave: Accrued sick leave will be used for employees who take Medical Leave. Should the duration of the medical leave exceed their accrued sick leave, they will be allowed to use their accrued vacation leave.

Unpaid Leave: Should the duration of the medical leave exceed their total accrued sick and vacation paid time off, they will be placed on unpaid leave. They will be responsible for their portion of health, life or any other insurance while on unpaid leave.

Medical Extensions: An eligible employee who has taken the full twelve weeks of leave to which he or she was entitled under this policy may apply for an extension of up to sixteen weeks if qualified under Article 19, Sick Leave.

Accruals and Holidays: Employees will not accrue sick and vacation time after using their paid time off. Holidays will not count as a day of leave.

7

Return to Work: The purpose of the Family Medical Leave Act was to preserve an employee's job when absence is required due to the specified reasons. The underlying assumption made was that the employee would be returning to work.

Communication: An employee on Family or Medical Leave is expected to report periodically to the employee's supervisor on his or her status and intent to return to work.

The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

ARTICLE 35

POLICY AGAINST SEXUAL HARASSMENT

I. Introduction

It is the goal of the Town to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. Definition Of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of

creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- *Unwelcome sexual advances -- whether they involve physical touching or not;
- *Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- *Displaying sexually suggestive objects, pictures, cartoons;
- *Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- *Inquiries into one's sexual experiences; and,
- *Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting the Director of Human Resources. This person is also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

IV. Sexual Harassment Investigation

When we receive the complaint we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

V. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 180 days; MCAD - 6 months).

1 The United States Equal Opportunity Commission ("EEOC") to sexu you may have
One Congress Street, 10th Floor
MA 02114
(617) 565-3200

2. The Massachusetts Commission Against Discrimination ("MCAD") Boston Office:
One Ashburton Place, Rm. 601
Boston, MA 02108
(617) 727-3990.

Springfield Office:
436 Dwight Street, Rm. 220
Springfield, MA 01103
(413) 739-2145.

Worcester Office:
22 Front Street, Fifth Floor, PO Box 8038
Worcester, MA 01641
(508) 799-6379

ARTICLE 36

AMERICANS WITH DISABILITIES ACT

The Town and the Union recognize their responsibilities under the Americans with Disabilities Act (ADA). Accordingly, the Union recognizes that it may be necessary to make reasonable accommodations for an employee who has a disability within the meaning of the statute.

ARTICLE 37

DURATION

EFFECTIVE DATE: This Agreement shall be effective July 1, 2000

TERMINATION DATE: The Agreement shall remain in effect through June 30, 2001, and again become effective July 1, 2001 and remain in effect through June 30, 2004.

RENEWAL: Should neither party to this Agreement send notice of termination as described in the immediately preceding paragraph this Agreement will be considered to have been automatically renewed for another calendar year.

CHANGES: Should either party to this Agreement wish to inaugurate collective bargaining negotiations over changes they may wish to introduce into this Agreement, written notice indicating that negotiations are sought should be mailed to the authorized parties' signatory to this Agreement prior to one hundred eighty (180) days before termination date of this Agreement. Nothing in this Article shall preclude the Union or the Town from modifying any previous proposals during the course of negotiations.

Except as amended hereby, said Agreement shall remain in full force and effect, subject to all terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals
this 18th day of October, 2001.

FOR THE TOWN OF ACTON
BY ITS TOWN MANAGER



AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO
MASSACHUSETTS STATE COUNCIL
#93, Local 1703





