

AGREEMENT

BETWEEN

THE TOWN OF TEMPLETON

AND

THE TEMPLETON HIGHWAY AND SEWER DEPARTMENTS

ON BEHALF OF

PUBLIC EMPLOYEES LOCAL UNION 39

OF THE

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO

JULY 1, 2019 – JUNE 30, 2022

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This Agreement is entered into this th24 day of September 2019, by and between the Town of Templeton ("Town") and the Templeton Highway and Sewer Departments, on behalf of Public Employees Local Union 39 of the Laborers' International Union of North America, AFL-CIO ("Union").

ARTICLE I RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all employees who are party to the bargaining unit of the Town of Templeton as certified by the Massachusetts State Labor Commission by election conducted on April 3, 1985.

The Union agrees that it shall act as the exclusive bargaining agent for all employees covered by this Agreement and it shall act, represent and negotiate and bargain collectively for all employees within the bargaining unit. It shall be responsible for representing the interests of such employees without discrimination and without regard to Union or non-union membership.

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 any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

This Agreement shall be binding upon the Town and the Union and successors and assigns. No provisions herein contained shall be nullified or affected in any manner as a result of any change in the Town of Templeton.

ARTICLE II MANAGEMENT RIGHTS

The Town shall not be limited in any way in the exercise of the functions of municipal management or government, and the Town shall have retained and reserved unto itself, and, without bargaining with the Union, all the powers, authority and prerogatives of municipal management of government including, but not limited to, the following:

The operation and direction of the affairs of the department;

the determination of the level of services to be provided;

the direction, control, supervision and evaluation of employees, including the establishment of the evaluation instrument, the frequency of evaluations and the conducting of the evaluation;

the determination and interpretation of job descriptions;

the planning, determination, direction and control of all the operations and services of the department;

the increase, diminishment, change or discontinuation of operations in whole or in part;

the institution of technological changes or the revising of the processes, systems or equipment from time to time;

the alteration, addition or elimination of existing methods, equipment, facilities or programs;

the determination of the location, organization, number and training of employees;

the assignment and transfer of employees;

the scheduling and enforcement of working hours;

the assignment and requirement of overtime;

the determination of whether employees (if any) in a classification/rank are to be called into work at times other than their regular scheduled hours and the determination of the classification/rank to be so called;

the hiring, appointment, and promotion, demotion, suspension, discipline or discharge of employees;

the layoff of employees due to lack of funds or of work;

the relief of employees because of the incapacity to perform duties;

the granting and scheduling of leaves, including placement on administrative leave;

the making, implementation, amendment and enforcement of rules and regulations and operating and administrative procedures;

the reorganization of the department in whole or in part;

the appropriation of funds;

the determination of employee competency;

the conferring with employees regarding methods of operation;

the creation and change of shifts, including the establishment, determination and change, from time to time, of shift times and the determination of the number of shifts and the changing of the number of shifts;

the assignment by the DPW Director, from time to time, of employees to shifts, including the change of shift assignments by the DPW Director;

the ability to require employees to respond to a recall to duty;

the requiring of employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;

the determination of the care, maintenance and operation of the equipment and property used for and on behalf of the Town;

the determination of the style, color, items and standards of the uniform worn or used by employees;

the determination of employee classifications;

the right to send employees for fitness-for-duty examinations to the extent permitted by law;

except to the extent expressly abridged by a specific provision of this Agreement.

Nothing in this Article shall be interpreted or deemed to limit or deny any rights of management provided the Town by law.

Notwithstanding any provision in this Agreement to the contrary, during an official emergency, the Town shall have the right to take any action necessary to meet the emergency.

Appointments

In the event of a vacancy of a full-time position, the Town Administrator shall give due consideration to all employees bidding for the job. The available position will be posted for ten (10) working days. Seniority will prevail, if all other factors are equal.

No full-time employees shall be laid-off only to be replaced with part-time workers.

Casual employees shall not replace any permanent employees and shall not be hired during a period in which one or more Town employees is laid off. However, nothing in this article limits the Department's ability to use seasonal employees.

New Classifications

Should any new classification(s) be added to the work force, the Town shall notify the Union of such new classification(s). The Town will consult with the Union as to appropriate wage(s) to be paid for said new classification (s).

ARTICLE IV UNION RIGHTS

Premises

The Town agrees that accredited representatives of the Union, whether Local Union representatives, District Council representatives, or International Representatives, shall have full and free access to the premises of the Town at any time during working hours to conduct Union business. Union representative shall first notify Superintendent¹ and receive permission.

General Provisions

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designates both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

The Town agrees to allow the Union to maintain a suitable bulletin board in a convenient place in the work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board.

The Town agrees that during working hours, Union representatives shall be allowed to: collect Union dues, initiation fees and assessments (if these funds are not collected through payroll deductions); the Union may post notices; distribute Union literature; and solicit Union membership during employee's non-working time. The Union may transmit communications, authorized by the Local Union or its officers to the Town or its representatives; the Union may consult with the Town, its representative, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

¹ Wherever the term "Superintendent is used herein, it shall refer to the Director of Public Works (aka the "Highway Superintendent" and/or the Sewer Superintendent as applicable.

Union Dues

Item 1 – Union Membership & Dues

Membership in the Union and payment of Union dues is voluntary on the part of the employee. The Union recognizes that the so-called Janus decision of the US Supreme Court has outlawed the so-called “agency service fee” and that Town may no-longer collect such an assessment from an employee’s compensation.

The Union shall provide written notice to the Town Officer charged with processing the payroll, during the month of May preceding the start of each fiscal year, what the annualized dues shall be for Union members for the following fiscal year. If no such notice is received during said period, the dues in effect for the then current fiscal year shall continue to be in effect. The Town agrees to withhold such dues as the Union may establish for its members from the periodic payroll checks of Union Members and pay over to the Union said amounts, along with the list of employees who have had such dues deducted, the aggregate amount withheld on behalf of the Union no later than the 25th of each month following the month for which they were deducted.

It is the responsibility of the Union to provide Form A, attached hereto, to each eligible union member upon the completion of their probationary period and obtain the appropriate signature and thereafter provide the original to the Town Officer charged with processing the payroll. Commencing with the next full payroll check to be processed by the Town, the Town shall withhold the appropriate pro-rata dues owed to the Union. The Union shall not hold the responsible for, and shall defend and hold the Town harmless from, any claim for deducting any such dues on account of his failure to provide such notice to a covered employee or providing a signed copy to the Town.

Item 2 – Time for Union/CBA Duties

The Union may appoint a total of up to two of its members as Union Stewards who shall be granted reasonable time off during working hours to investigate and settle grievances, participate in management meetings and carry-out similar such duties. They shall receive permission from the chief or his designee in advance of taking such time off. A written list of Union Stewards shall be furnished to the Town upon their designation and the Union shall notify the Town of any change.

The Union may appoint a total of up to three of its members to engage in collective bargaining. A unit member who serves on the bargaining committee may attend any bargaining session with the Employer that may be scheduled during his/her regular working hours, without loss of pay or benefits, while he/she is so engaged with the provision that he/she notify the Chief no less than forty eight (48) hours in advance of the date, place and time of such meeting. The Chief may adjust the shift and/or part of the shift required for the member officer participating in such sessions.

Item 3 – Rights of Access

The Town agrees that accredited representatives of the Union, whether local union representatives, district council representatives or International representatives shall have full and free access to the premises of the Town at any time during working hours to conduct Union business. Union representatives shall first notify the Superintendent and receive permission.

Union Representative

A written list of the Union Steward and other representatives shall be furnished to the Town of Templeton immediately after their designation and the Union shall notify the Town of Templeton of any changes.

The above shall be granted reasonable time off during working hours, to investigate and settle grievances. They shall receive permission from the Superintendent or his designee in advance of taking time off.

Labor-Management Safety Meetings

The Union shall designate a standing Committee of three (3) employees whose rates and conditions of employment are covered by this Agreement, which Committee shall meet with the Town Administrator and the Superintendent(s), or their designated representatives, when needed, at the request of either party for the purpose of discussing conditions affecting workers safety.

Such conditions may include but shall not be limited to vehicle equipping and condition, supplies and equipment, and manpower needs in various situations. Such meetings shall be held at the convenience of both parties, if possible within ten (10) days from the date upon which such request is received. This clause is not to be considered part of the Grievance procedure hereinafter described.

As a matter of workplace safety, the Town reserves the right to put in place a comprehensive policy on medicinal and recreational marijuana after consultation with the Union.

ARTICLE V NO-STRIKE NO LOCKOUTS

The Town shall institute no lockout of employees during the term of this Agreement. No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE VII PROBATIONARY STATUS

Newly hired employees shall be considered probationary employees during the first six (6) months because of continuous employment. An employee separated during the probationary period shall have no recourse to the grievance procedure.

Initial probationary period may be extended for up to an additional six (6) months for: (a) management observed performance issues or (b) absences of more than seven consecutive days or a cumulative of fourteen (14) days of absences.

ARTICLE VIII WORK SCHEDULES

Hours of Work

Regular Schedule

The hours of work for the Templeton Highway & Sewer Department shall be as follows:

7:00 AM to 3:00 PM - The eight (8) consecutive hours of work shall be interrupted by a thirty (30) minute paid, at the work site, lunch.

The work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off.

Sewer Weekend Schedule

Sewer Department employees will, on a rotating basis, be required to work at least three (3) hours Saturday and three (3) hours Sunday and legal holidays for which they will receive overtime pay.

Sewer On-Call

Sewer Department employees shall receive one hundred dollars (\$100.00) per day when "on-call" from the end of the regular business day Friday to the start of the first non-holiday business day after the weekend.

Miscellaneous

The Town reserves the right to alter the work schedule in the event of an emergency or whenever it otherwise deems it reasonably necessary or appropriate to do so. The Town will not act capriciously or arbitrarily in effecting such change. The Town further agrees that such change will not be implemented solely or principally for the purpose of avoiding the payment of overtime to employees covered by this Agreement.

Work schedules of employees shall be posted on the Department bulletin board.

Swaps arranged by the individual employees will not cause any overtime to be paid by the Town. Swaps must be approved by the Superintendent or his designee.

Attendance

Regular attendance during all scheduled hours of work, reporting to work on time and continuing to work to the end of the work period is expected of every employee on each scheduled work day. Employees shall record daily hours worked in writing for their supervisor. The method or technology used to record daily hours shall be determined solely by the Department. All time sheets shall be signed for approval by the department head or supervisor before being submitted for payroll. Department heads and supervisors shall record all absences, tardiness and early departures. Absences, tardiness and early departures for unexcused reasons shall be grounds for disciplinary action by the department head or supervisor. Employees shall not be paid for time lost due to absences, tardiness and early departures for unsatisfactory reasons.

Breaks

All employees will be allowed two (2) fifteen (15) minute breaks at the work site, one in the AM and one in the PM.

All employees will be allowed a 15 minute break after four (4) hours of overtime. If an employee works eight (8) hours of overtime, he/she shall be provided a thirty (30) minutes of paid meal break at a designated work site or such other site as may be approved by the employer upon request but a denial of such a request may not be elevated by the Union past Step 3.

OT Equalization

- (a) For purposes of this Article, overtime opportunities refused by an employee shall be considered "time worked".
- (b) A bonus of \$200.00 will be paid upon the conclusion of each of the following periods for employee who, except for time the employee is on vacation or out on approved sick-leave or Worker's Compensation, reports to all call-in overtime opportunities.

- Summer April 15 – November 15
- Winter November 15 – April 15 (plowing season)

- (c) During plow season, employees from the Sewer division shall be eligible for snow/plowing related work assignments. However, a sewer division employee shall not be on the overtime rotation list unless they assert their desire to do so at least two (2) weeks prior to the commencement of the Winter call-in period.

Seniority and Seniority Rights

Full-time seniority is defined as an employee's length of continuous service with the Town and Department since his/her last date of hire, whose normal workweek is forty (40) hours. Seniority shall be by classification.

The Town shall post in a conspicuous place and furnish the Union every twelve (12) months with a current seniority list.

Any employee's continuous service ends by voluntary resignation, discharge for cause or retirement, or a layoff in excess of the recall period.

Layoff and Recall

1. **Layoff.** In the event the Town determines that it is necessary to lay off any employees, a meeting shall be scheduled with the Union to explore alternatives to layoff. No employee shall be laid off unless he/she received a notice in writing, at least four (4) weeks in advance of the layoff date. The Union will be sent a copy of the notice.
2. **Implementation.** Should a layoff occur, an employee who is laid off may bump a less senior employee in an equal or lower classification, provided the employee possesses the appropriate licenses and certifications and can demonstrate he is qualified for the position. A laid off employee must exercise this right within three (3) days of being informed he is being laid off by informing his supervisor in writing. The Town shall then notify the "bumped" employee who may utilize this same procedure until the number of layoffs has been fully implemented. The act of "bumping" shall not trigger a new consultation and notification under Paragraph 1.
3. **Recall.** If there is a recall¹ employees will be recalled in the inverse order of the layoff. Recall rights of persons laid off will end twelve (12) months after their date of separation from the Town. Employees shall be given four (4) weeks¹ notice of recall by certified mail and a copy shall be sent to the Union. The

employee must notify the Town of an intention to return, within seven (7) days after receiving notice of recall. It is the responsibility of the employee to supply the Town with the current mailing address. Upon reinstatement, employees shall be credited with previous service for contractual benefits.

4. The Town reserves the right to have a recalled employee undergo a physical and CORI check as part of the recall process.

It is understood by the parties that all provisions of this Agreement which require that necessary appropriations be made and authorized by the Town Meeting are subject to said authorization and conditional upon the granting of said authorization by the Town Meeting; and in the event that said necessary authorization is not given by the Town Meeting, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier Agreement in their record

Methods of Payment

Employees are paid on a weekly basis. Paychecks shall not be given by the department head to anyone other than the person for whom they are written unless a request is made in writing in advance by the person to whom the check is payable. Paychecks shall not be distributed prior to the date and hour authorized by the Treasurer unless for extenuating circumstances and approval by the appointing authority. No payroll deductions other than legally required deductions will be made from an employee's paycheck without the employee's written approval.

Direct Deposit: Pay checks will be directly deposited to the employee's bank account.

The Town agrees that each paycheck will be accompanied by an itemized deduction slip, listing regular hours, overtime hours, sick time and all other necessary deductions. All deductions will be made weekly.

All changes in rates of pay, regardless of type, shall take on the first full payroll period following the effective date of the change.

As an alternative to printed statements, the Town may, after notice to the employees with a copy to the union, provide access to the employees pay statement electronically provided it shall allow access from a Town work station, on the employee's time, and the printing of one copy of the pay statement if the employee shall so desire.

Effective January 1, 2020, the payroll period may be modified, in the Town's sole discretion, upon no less than 180 days' notice to employees and union, to bi-weekly payroll.

Reimbursement of Licenses

Upon proof of license or renewal, the Town agrees to reimburse the cost of Commercial Driver Licenses (CDL), Hoisting Licenses, Waste Water Treatment Operator's Licenses, and DOT physicals required for the positions they hold. The Town also agrees to reimburse – at the rate of one half – any such license or endorsement used in another unit which could allow an employee to flex between the two units. There will be no reimbursement for a Class III Driver's License.

All employees of the Templeton Sewer Department will hold an active Massachusetts wastewater treatment plant operators license at or above the level required by the State for their particular position. Any exceptions to this requirement will be by approval of the Board of Sewer Commissioners.

Regardless of the number of licenses obtained in excess of job requirements, the Town shall pay the Sewer division employee an additional annual stipend of \$250.00 if the employee shall possess a license higher than that otherwise required for his/her position.

An employee not granted an increase at the time intervals set forth in the schedule (Exhibit A) will be given the reason(s) for not being granted the increase.

Sewer Department

Sewer "On Call" & "Weekend Schedule"

As it relates to Sewer "On Call" and Sewer "Weekend Schedule" in the Sewer Department, irrespective of the number of hours worked that week, these shifts shall be considered overtime and paid at 1 ½ for Saturday and two times the regular rate of pay if occurring on a holiday or a Sunday.

Call Out

For full-time employees, all call-out incidents shall be paid at the rate of time and one-half the regular rate for a four (4) hour minimum except upon unscheduled call-out week. When called out during his/her normal schedule work week between the hours of 4:00 a.m. and 7:00 a.m., compensation will be at the rate of double time for hours actually worked. Call-out on Sundays and holidays receive double time in addition to holiday pay. Call-out shall not be used to compensate the following:

Continuation of Shift

Early start of a shift with prior notification by the Department Head by the end of the previous work day.

Overtime/Compensatory Time

Payment for overtime shall be in accordance with the terms of the Fair Labor Standards Act of 1938, as amended. If an assignment requires work in excess of forty hours per week, such overtime work must be authorized in advance by the Department Head. Employees shall be paid one and one-half times their regular hourly rate for the hours worked beyond forty in the work week; vacation, personal, sick and holiday time are included as hours worked.

Overtime shall be distributed on an equitable basis among employees performing the work in question. Overtime work shall be voluntary except when it endangers public health, welfare or safety.

Compensatory time may be taken in lieu of overtime pay, at the rate of time and one-half, only by mutual agreement of both employee and supervisor prior to overtime hours being worked. If such an agreement is made, then compensatory time should be taken within a reasonable time of being earned. An employee is eligible to be paid for any compensatory time upon termination or retirement. Compensatory time may be accumulated to a maximum of 40 hours for full-time regular employees. Compensatory time cannot be carried over from one fiscal year to the next fiscal year. Compensatory time may not be combined with holidays. Overtime for work on Sundays and Holidays will be paid at the double time rate.

All time sheets must show when compensatory time was earned and also when it is taken. A form that shows the compensatory time balance must also be submitted whenever comp time is taken.

Pay for Temporary Assignments

The compensation for such temporary assignments shall be at the first step which gives the employee a pay rate of at least 102% of their current rate of pay (i.e. at least 2% above their current rate of pay.)

ARTICLE X BENEFITS

Regular full-time employees are eligible for full benefits as outlined in this section. They may also participate in the town's Group Health and Life Insurance Plans.

Employees covered by this policy are eligible for leave in accordance with this policy. In some cases, employees meeting certain eligibility guidelines are eligible for more extended benefits in accordance with the Family and Medical Leave Act of 1993 summarized as section 10.B.

Uniforms & Equipment

Uniforms and Special Clothing - Upon determination of the department head or appointing authority, employees may be required to wear uniforms, protective gear and other types of special clothing provided by the Town. The Town reserves the right to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required and how such gear will be worn and used. At the termination of employment, the Town requires that all uniforms and protective gear be returned.

Allowances

Uniform Allowance: The Town will provide the Highway Department employees with eleven (11) cotton uniforms each. The Town will provide the employees with coats and eleven (11) uniforms each at 100% of the cost to include cleaning and mending. The Town will purchase for each employee five (5) t-shirts to be worn in July and August; and to purchase the employee's choice of one (1) insulated winter jacket per year per employee or one (1) pair of insulated coveralls per year per employee. The Town will make available water-proof boots, gloves, rain gear and safety equipment. Each employee bears personal responsibility for said items. If any of the items mentioned are torn or damaged in the line of work, the Town will replace same. Uniforms approved by the Superintendent shall be worn at all times.

Boot Allowance: The Town will reimburse each full time Union employee an amount of three hundred dollars (\$300.00) per year for work boots upon presentation of a receipt of purchase.

Safety Glasses Allowance: The Town will reimburse each full-time Union employee an amount of up to two hundred dollars (\$200.00) in a given fiscal year or up to four hundred dollars (\$400) in the second year for ANSI Z87-approved prescription safety glasses upon presentation of a dated receipt of purchase.

Tool Allowance: The mechanic shall be eligible for a \$500 reimbursement allowance to replace broken or lost personal tools.

Insurances

Employees meeting the definition of an employee according to Chapter 32B, Section 2 of M. G. L. and working a minimum of twenty hours per week are entitled to join the Town's group

health and life insurance programs. The Town will pay 75% of the chosen health insurance plan's indemnity plan, and the employee's share is deducted from his/her paycheck.

Holidays

All holiday pay is paid at an employee's regular daily rate. The following are paid holidays:

New Years' Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Washington's Birthday	Veterans Day
Patriots Day	Thanksgiving
Memorial Day	Day After Thanksgiving
July Fourth	Christmas
½ Day Prior to New Years' Day and Christmas	

In Massachusetts, holidays falling on Sunday are celebrated on Monday and holidays falling on Saturday are celebrated on Friday. Full-time employees who are not normally scheduled to work on the holiday shall be entitled to holiday time off at the rate equivalent to one fifth of their normal work week.

In order to be eligible for holiday pay, employees must work the scheduled working day before and scheduled working day after the holiday, unless the employee has documented evidence from a physician of an illness.

In the case where an employee is required to work on a paid holiday, the employee is entitled to comparable time off on another day within the work week, or pay, at the rate of two times the employee's normal hourly rate, for the period of the holiday worked. The employee must inform the Department Head which of these two options he/she prefers within seven days; if he/she does not, he/she will be paid or a vacation day will be designated.

The Town of Templeton acknowledges that federal and state law requires that the town accommodate the religion of its employees. As such, employees will not be penalized for exercising their religious beliefs and with the approval of the employee's supervisor/department head, employees that wish to be absent from work for religious holidays will be able to do so, provided however, that such time off is without compensation. The previously listed holidays are the only paid holidays offered by the Town.

Vacation

All regular full-time employees shall earn vacation at their current rate of pay based upon length of service as of their anniversary date. All vacation time shall be taken within one year of the anniversary on which it was granted. Up to one week (40 hours) may be carried forward into the next fiscal year upon the approval of the Board of Selectmen. Full-time employees shall be granted vacation leave in accordance with the following schedule:

<u>Service</u>	<u>Length</u>
6 months	1 week
18 months	2 weeks
Five years and over	3 weeks
Ten years and over	4 weeks
Fifteen years and over	5 weeks
Twenty years and over	one additional day for each year over 20

Vacations must be approved by Department Heads. Conflicts in scheduling will be resolved on the basis of seniority of continuous service and the Town's needs.

Whenever, the employment of any person, subject to the provisions of this Policy, is terminated during the year due to layoff, resignation, retirement or death, without the employee having taken all vacation to which he/she is entitled, the employee or his/her estate will receive compensation for any unused vacation time.

Illness suffered during an employee's scheduled vacation will be considered vacation time rather than paid sick time. However, if hospitalization or confinement is required, paid sick time may be substituted for vacation time if the provisions of the sick leave are satisfied and the vacation time rescheduled. If leave for bereavement purposes during vacation time becomes necessary then bereavement leave may be substituted as provided in section 91.

Because the purpose of a vacation is rest and relaxation, no additional salary shall be paid to an employee in lieu of vacation time without approval of the Board of Selectmen or appointing authority.

Vacation time shall be determined by the length of continuous service. For purposes of computing vacation time, employees who leave the Town's service and are later reinstated, shall be considered new employees except as covered in the lay-off provisions.

Observed holidays established by these policies falling within a vacation shall be considered holiday time not vacation time.

For Employees who will have more than four weeks of vacation leave, they may make application to the Employer, between May 1 and May 15, to have up to one week of such vacation leave bought back by the Employer. Such buy-back is subject to a determination that funding is available within the Department's budget and the buy-back is in the best interest of the Employer. The decision of the Town Administrator is not grievable.

With respect to the usage of leave time for vacation, the Highway Department shall be restricted from taking vacation leave during days between November 15th and April 15th. They may, however, under a circumstance that might so justify their absence, request from the DPW Director, at his sole discretion, permission to take vacation during such periods.

Leave of Absence

Reasonable requests for leaves of absence may be granted by the Department Head, with the approval of the Town Administrator. At their discretion, such leaves of absence shall fall into one of the following categories:

Personal Days

Personal - Allowable only if the employee has exhausted his/her vacation and/or personal days and only if the workload permits and the absence of the employee will not cause undue hardship to the department. The maximum leave time is eight weeks. This leave will be taken as unpaid leave. Employee benefits will not be provided to employees during unpaid leaves of absence for personal reasons.

In addition to the paid holidays, all regular full-time employees are entitled to three (3) paid personal days. Effective July 1, 2019 personal days shall be posted on the July 1st following the completion of the employee's probationary period and then every July 1st thereafter. Personal days are not to be used as vacation and may not be combined with vacation leave or holidays. Personal days cannot be carried over from one fiscal year to the next fiscal year, and they are forfeited when employment ends for any reason.

Sick Leave

The term "sick leave" shall apply to personal illness and disabling accidents that are not work-related. Sick leave is an excused absence for a specified illness. After three (3) continuous days of sick leave use, or upon the employer detecting that a pattern of potential abuse of sick leave may have occurred, the employee may be required to present a doctor's certificate, verifying sickness and/or certifying the ability of the employee to return to work. The employer will provide prior notice to the employee that the employee is believed to be abusing sick leave. Notification of absences due to illness must be made to the Department Head at least one hour prior to the regular scheduled start time on the day of absence.

Each regular full-time employee shall be allowed 13 days of sick leave per fiscal year accrued at a rate of two days at the end of July and one day at the end of each month of employment thereafter. Unused sick leave may be accumulated up to a maximum of 100 days.

Effective January 1, 2020 sick leave shall be accrued pro-rata over the course of the year (i.e. 13 days 888 hours = 104 hours = 2 hours per week)

Up to forty (40) hours of sick leave of each year may be used as follows:

- For the employee's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;

- To attend the employee's routine medical appointment or routine medical appointment for the employee's child, spouse, parent or parent of spouse;
- To care for the employee's child, spouse, parent, or parent of a spouse who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care or preventative medical care; provided, however, that use of sick leave for this purpose is limited to 40 hours per year; or
- To address the psychological, physical or legal effects of domestic violence.

Upon voluntary termination or retirement from the Town of Templeton, the Town will pay an employee \$10.00 per day, for accumulated sick time up to 40% of the accumulated time with a maximum of 40 days. The Town will provide a record of sick days used and accumulated on the employee's pay stub. In order to be eligible, the employee must provide at least thirty (30) days' notice for voluntary termination and six (6) months' notice for retirement.

Illness on the Job

If an employee becomes sick while at work, the department head or supervisor shall arrange for emergency first aid treatment. Beyond this care, the treatment of an employee who becomes ill is the responsibility of the employee, unless the illness is related to the employee's work.

Sick Leave Bank

Bargaining unit members shall be eligible to voluntarily participate in the Town-Wide Sick Leave Bank established under the same terms and conditions as it is managed for other Town employees.

Funeral Leave & Benefit

Leave:

All full and part-time employees who work more than twenty hours (20) but less than forty hours (40) per week that have completed thirty (30) days of service are eligible for bereavement leave with pay for five (5) work days in the event of a death of an immediate family member and three (3) work days for all other family members.

"Immediate family" shall consist of father, mother, siblings, spouse, significant other, child, grandparents and grandchildren, including any step family members and in-laws.

“Other family” shall consist of aunt, uncle, niece, nephew, and cousin.

Benefit:

The Town shall pay the reasonable expense, not exceeding five thousand dollars, of the funeral and burial of an employee who dies as the direct and proximate result of an injury sustained or as the result of an assault on his person while in the actual performance of their duties with the Town. Said amount shall be paid upon the receipt of a certified statement of the costs incurred for the funeral and burial, from a funeral home licensed in the state of Massachusetts. The benefit provided hereunder shall automatically be reduced by any amount received under any workers compensation or other similar program such that combined amounts received by the employee shall not exceed \$5,000.00

Jury Duty

A regular, full-time employee called for jury duty, or to testify as a witness in a matter before a legal tribunal which involves the Town of Templeton, shall be paid their regular wages.

Injury on the Job

If an employee is injured while working for the Town, such employee shall immediately inform the department head or supervisor in writing within 24 hours or, in the event this is not possible due to being under treatment, lack of access to means of communication or the like, within twenty-four (24) hours of the event by phone call, text or email to the immediate Supervisor and head of the Department. It is important that every injury be reported. Worker's compensation laws provide benefits for employees injured on the job. Medical expenses and the amount of compensation to which an employee is entitled for lost time are set by state law. All injuries must be reported immediately so that necessary reports may be completed. If medical attention for the injury is required, a medical statement shall be required before the employee returns to work.

Workers Compensation

DPW employees are covered under the Massachusetts Workers Compensation Law and are entitled to the benefits and provisions of this law. Worker's Compensation law does not provide for payment of loss wages until after five lost days and then it is retroactive to the first day of injury. For on the job injuries that result in loss time less than five days, the employee's accumulated sick time will be used. All injuries shall be reported immediately to the supervisor or department head and proper forms completed to qualify for insurance coverage. Employees may not use their accumulated sick or vacation leave to make up the difference between their regular pay and the amount of pay received under Workers' Compensation.

Employees may use leave time to supplement workers compensation benefits in order to receive 100% of the pre-injury base weekly compensation received prior to the work related injury

compensable under the worker's compensation law, the calculation of the number of hours to be used shall be made by the Town, which shall reduce any fractional hours calculated to the lower whole hour. Any such calculations by the Town shall be at its sole discretion and are not subject to the grievance procedure.

Light Duty

An employee out on sick leave or for an injury compensable under the worker's compensation law may, at the discretion of the Superintendent's and contingent on work being available within the scope of that performed by members of the bargaining unit, whether or not such work is within the scope of the employee's ordinary job duties, be required to work on a partial or light duty basis upon a physician advising that the employee is able to do so.

The employee shall promptly notify the Town when a physician advises him he is able to perform such partial or light duty work. The employee shall begin the work schedule set for him, subject to availability and in accordance with the physician's advice, upon the first day of the full week following such notice having been given to the Town.

Thereafter, the work schedule shall be set at least one full week in advance provided that any future day of scheduled work may be canceled at the end of a schedule day if the conditions which created the possibility of the light duty change (such as inclement weather or a cancelled delivery) impractical. Each shift shall be no less than four hours in duration. Prior to establishing the work schedule, the employee's Department Head shall be consulted to determine the nature and duration of any work Light Duty work which might be available with the employee's assigned Department.

Members of other units may be allowed to perform bargaining unit work on such a "light duty" basis provided there is no layoff of a bargaining unit employee or denial to them of the benefits of this section due to a lack of work.

Pro-Ration of Benefits

Except as may otherwise be prescribed by statute, all accrued leave time described above shall cease to accrue upon an absence from work for more than thirty (30) days. Leave time will begin to accrue again upon the first of the month following the employee's return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

ARTICLE XI

TRAINING AND EDUCATIONAL ASSISTANCE

The Town considers employee development an integral part of each department head's responsibility. The objective of this policy is to provide each employee with long-term personal growth opportunities and the Town with qualified and promotable individuals. Department heads may request approval of the Board of Selectmen or appointing authority to enroll employees in outside seminars and other educational programs designed to meet specific development objectives. All training programs are designed for immediate on-the-job applications and related costs are paid by the town.

Full-time employees who have worked for the Town at least one year, are eligible for reimbursement for tuition, registration fees, and books for work-related courses which serve to improve their knowledge and skills and increase their performance with the Town. Approval for the particular course must be requested prior to enrollment in order to be eligible for reimbursement, and in order to qualify must have the recommendation of the Department Head and approval of the Board of Selectmen. To qualify for reimbursement, employees must receive a grade of C or higher in the class, or in the case of a pass/fail test, must receive a "pass". The Town may require the employee to sign an agreement to remain with the Town for a period of two years after completion of the course, or else be willing to reimburse the Town for the funds.

ARTICLE XIII

DISCIPLINE & DISCHARGE

Discharge, Demotion, Disciplinary Action

An employee may only be discharged, demoted, or disciplined for just cause, such as: intoxication on the job, using a controlled substance, stealing of Town or other employees' property, using Town equipment without permission and/or insubordination and demonstrative non-performance of duties. If the employee was to lose his license this would cause review of his employment with the Town.

The Town shall not suspend, demote, transfer or discharge any employee without specific written reason and cause. If, in any case, the Town feels there is cause for discharge, the employee involved will be suspended for three (3) days without pay, during which time a hearing will be held. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the matter as a grievance at the third step of the grievance procedure. Any employee found to be unjustly suspended or discharged will be reinstated with all back pay and benefits due.

ARTICLE XIV GRIEVANCE

- Step 1** The Union Steward and/or representative with or without the aggrieved employee, shall take up the grievance or dispute informally with the Superintendent within seven (7) working days excluding Saturdays, Sundays and holidays after the date the grievance was discussed.
- Step 2** If the matter has not been satisfactorily resolved or if the Superintendent has not given a verbal reply, the grievance may then be reduced to writing and presented to the Superintendent within seven (7) working days excluding Saturdays, Sundays and holidays after the date the decision in Step #1 was due. The Superintendent shall render his decision in writing within seven (7) working days excluding Saturdays, Sundays and holidays.
- Step 3** If the grievance or dispute still remains unadjusted, it shall be presented to the Board of Selectmen in writing within seven (7) working days excluding Saturdays, Sundays and holidays after the response from the Superintendent was received or due. The Board of Selectmen, as appropriate, shall hold a meeting on the matter within seven (7) days excluding Saturdays, Sundays and holidays of receipt of the grievance and shall respond to the Steward and/or representative in writing within fifteen (15) working days excluding Saturdays, Sundays and holidays.
- Step 4** If the grievance is still unsettled, the two parties may, within fifteen (15) calendar days after the reply from the Town Administrator jointly request the MA Department of Labor Relations to proceed with arbitration in accord with the rules thereof. The Union may, of its own will file for arbitration with the American Arbitration Association (AAA) in accord with the rules thereof.

The expense for the arbitrator's service 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 make copies without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the 3rd Step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance 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 binding on both parties.

The parties agree that time extensions in writing may be granted by mutual agreement in writing at any step of the procedure set forth in this Article.

ARTICLE XVI

Savings Clause

Should a provision of this Agreement be found to be in violation of any Federal or State Law by final decree of a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties may meet as soon as practicable for the purpose of renegotiating the provision or provisions affected to ensure compliance with the law. Any renegotiations shall be limited in scope to the provisions of this Agreement found to be violation of the law.

ARTICLE XVII

MISCELLANEOUS

Standards of Conduct

Town employees shall avoid any action that might create the impression of using public office for private gain, giving preferential treatment to any person, or losing impartiality in conducting themselves in a manner which in any way discredits the town, public officials or fellow employees.

Conflict of Interest

The purpose of the Conflict of Interest Law is to ensure that public employees' private financial interests and personal relationships do not conflict with their public obligations. The law is broadly written to prevent a public employee from becoming involved in a situation which may result in a conflict or give the appearance of a conflict. Every employee shall be provided with a copy of the Conflict of Interest Law immediately upon appointment to any position in the Town.

Political Activity

The provisions of the Federal Hatch Act shall apply to those employees engaged in activities financed wholly or in part by grants from federal agencies. However, the following prohibitions shall apply to all employees in order to assure that both Town employees and the public are protected against improper political activity in Town service. Employees shall not use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office, nor directly or indirectly attempt to coerce, advise or command other Town employees to pay, lend or contribute to a party, committee, organization or person for a political purpose.

Safety on the Job

It is the policy of the Town of Templeton that every employee is entitled to work under the safest possible conditions in all occupations. Every reasonable effort will be made to provide and maintain a safe and healthy work place, safe equipment, proper materials and to establish and insist upon safe methods and practices at all times. Accidents which injure people, damage machinery or equipment and destroy materials or property cause needless suffering, inconvenience and expense. Any incidents resulting in personal injury or property damage shall be reported immediately to the appropriate department head or designee who shall immediately report it to the Town Administrator.

All safety rules and regulations developed by the department head or appointing authority are to be considered directive in nature and applicable to all employees. It is the basic responsibility of everyone to make safety realization a concern. Employees shall observe the rules of conduct and safety and properly use the safety equipment provided. Any employee who notices an unsafe working condition shall report immediately such condition to such employee's supervisor.

Vehicle Use Policies and Procedures

Use of Personal Vehicles - Use of personal vehicles on official Town business shall be compensated for at the approved mileage rate established by the Board of Selectmen. Reimbursement for mileage claims and tolls shall be submitted in writing.

Town Vehicles - The IRS requires that the Town, as an employer, report and/or withhold certain taxes annually for the personal use of Town vehicles. The Town provides assigned vehicles to specific position classifications to be used by employees so classified to assist them in fulfilling their position responsibly. Town vehicles shall be used for municipal business only. Employees using Town vehicles shall possess a current state driver's license and shall be responsible for safe and proper driving and regular maintenance. Personal use of Town vehicles is prohibited. In certain specific cases requiring emergency response, the Town Administrator may approve the use of town vehicle for purposes of commuting. Normally, the following Town vehicles are exempt from income tax as they are considered qualified non-personal use:

- Public Safety (on call)
- Police and Fire Vehicles (marked and unmarked)
- Ambulances, dump trucks, utility trucks (for emergencies)
- School Buses

Other Town vehicles are considered non-exempt and the non-cash fringe benefit value for commuting to and from work must be estimated by the Town and included in the employee's year-end gross income (W-2 form) for income tax purposes. The Town accounts for the commuting use by including an appropriate amount as specified in the treasury regulations. The employee may be required to substantiate the non-taxable use of an assigned vehicle.

For non-exempt Town vehicles used for commuting purposes, the employee shall be responsible for recording daily mileage use and submitting such information to the Town monthly. The Town shall be responsible for estimating and completing social security payroll deductions during the year and including an estimated benefit value in the employee's W-2 form based upon

the prevailing rate for actual personal commuting use. The Town shall exclude all of the employee's days out of work during the year including holidays, vacation, sick days and personal days.

Employee's Private Property

The Town shall be responsible for providing secure working areas. Employees shall be responsible for all personal property brought onto Town premises. It is each employee's responsibility to secure all personal items in accordance with the property's value. Purses and wallets shall be kept with the employee at all times. If this is inconvenient, such items shall be locked in a desk, file cabinet or other similar depository for safe keeping.

Drug and Alcohol Free Workplace Policy

The Town of Templeton has a strong commitment to its employees to provide a safe work place and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Templeton has established a Policy for a Drug and Alcohol Free Workplace. This policy can be found in Appendix A of the Personnel Policies and Procedure Manual. Section I is the Town's policy on a Drug and Alcohol Free Workplace for all Town employees. Section II applies only to town employees who are operating vehicles which require a Commercial Drivers' License (CDL).

Substance Abuse Policy

It is in the best interests of the Town of Templeton and all employees to maintain a workplace free from alcohol and drugs and the impairments associated with drug and alcohol use. The Town of Templeton takes an active approach to maintaining a safe, healthful drug and alcohol-free work environment for all employees. We value employee safety, employee health, product quality and the integrity and security of our equipment and facility. We encourage employees to seek help with substance abuse problems.

This policy applies to all employees of the Town of Templeton and to applicants for employment with the Town of Templeton. All employees will receive a copy of this policy and will be urged to read it carefully.

Violations of this policy will be grounds for disciplinary actions up to and including termination of employment.

1. The Town of Templeton will not tolerate the use of illicit drugs or the use of alcohol on its premises. Possessing, selling, distributing, using or being under the influence of any alcohol or controlled substance without a medical prescription for that substance is prohibited. The Town of Templeton will not permit any employee to return to work or to perform his or her job duties after having ingested illegal drugs or while under the influence of alcohol.

2. Conditions:

The Town of Templeton reserves the right to require an employee to submit to a drug or alcohol test under the following conditions:

- CDL Licensed Drivers are subject to drug testing as required by the U.S. Department of Transportation Federal Highway Parts 382, 383, 387.
- Applicants – All applicants for employment will be required to submit to pre-employment drug testing. Each applicant will be required to sign a Consent Form and submit to a urine drug test. Failure to sign the Consent Form or failure of the test will disqualify the applicant from consideration of employment.
- Reasonable Suspicion – When it is determined that there is “reasonable suspicion” that an employee is under the influence of alcohol or a controlled substance, the employee will be required to complete a Consent Form and submit to a drug test. Failure to sign the Consent Form or failing to submit to a drug test can result in the employee’s termination of employment. “Reasonable Suspicion” can mean suspicion based on specific personal observations that the Town of Templeton trained supervisors describe concerning appearance, behavior actions, speech or breathe odor of an employee. The Town of Templeton will provide transportation to the certified medical facility performing the medical clearance and drug test.

In addition, “reasonable suspicion” is defined as follows:

- A. A suspicion based on specific personal observations that Town of Templeton trained supervisors describe concerning appearance, behavior, actions, speech or breathe odor of an employee.
 - B. Direct observation of an employee using drugs or alcohol during work hours or on Town of Templeton property; and
 - C. The discovery of drug-related paraphernalia in the possession or control of an employee.
- Possession or Use – An employee directly observed by Town of Templeton supervisors possessing, using or selling alcohol or a controlled substance during work hours will be subject to termination of employment.

3. Consequences:

Falsifying or attempting to falsify test results or samples will result in the employee’s termination of employment. Any employee who is required to submit

to a drug test will be paid for any lost time, if the test is negative, up to his/her full shift at regular rates for that day.

Testing positive or refusing to submit to drug testing will be considered a violation of the Town of Templeton's Substance Abuse Policy.

4. A certified medical facility designated by the Town of Templeton will do all urine drug testing. All testing will follow the most current and accepted medical protocol.
5. Search – The Town of Templeton may search any property owned by the Town. Employees who do not cooperate with a search will be subject to disciplinary action, including termination of employment.
6. Employees must disclose to the Town of Templeton use of prescription medication which may affect their ability to work safely and efficiently. Use of prescription medication is not grounds for disciplinary action; failure to disclose use of medication will result in disciplinary action. The Town of Templeton will treat such medical information as confidential.
7. Employees with drug or alcohol abuse problems should notify the Town of Templeton management before their problems lead to violation of this policy or to unacceptable performance, attendance or unsafe work ability. Seeking professional help with a substance abuse problem will not be a violation of this policy. The provisions of employee's health and disability plans will govern all medical and rehabilitation treatment for drug and alcohol problems.
8. The Town of Templeton reserves the right to modify, change, or amend the policy at any time without notice.

Smoking

Smoking has been identified as the single most important detriment to an individual's health. For the smoker, the adverse affects of smoking contribute to a loss of personal health. Smoking also influences adversely the health of those who become innocent victims of second-hand smoke. The policy components that follow take into careful consideration the rights of the non-smoker to a smoke free working environment. Also, they take into consideration the "rights" of the smoker by outlining procedures which will permit those persons to smoke during the working day without any hazard to fellow employees. Workers on Town projects shall observe all regulations to which Town employees are subject.

Anti-Harassment Policy

The Town of Templeton is committed to maintaining a work environment free of harassment based on race, color, religion, national origin, age, gender, handicap, or veteran status.

The Town expects all employees to conduct themselves in a professional manner and to show concern for fellow employees and customers.

The harassment of individuals on the basis of race, ethnicity, religion, sex, age, handicap or veteran status in any form will not be tolerated. Such harassment includes, among other things, unsolicited remarks, gestures or physical contact, display or circulation of written materials, pictures derogatory either to gender or to racial, ethnic, religious, age, handicapped individuals or veterans. Sexual harassment is unlawful and means sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to or rejection of such advances, request or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decision; 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. Discrimination on the basis of sex shall include, but not be limited to, sexual harassment.

Examples of sexual harassment include but are not limited to sexual advances, jokes, explicit or offensive pictures, offensive physical contact, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature. Sexual harassment in any form or for any reasons is absolutely forbidden. This includes harassment among employees by a manager of an employee, or between employees and visitors, clients, customers, or other.

Reporting Harassment/Complaint Procedure/Investigation

Employees, supervisors and department heads are responsible for ensuring that there is no sexual harassment in the workplace. Each employee, supervisor and department head is responsible for cooperating in any investigation of such harassment. The Town of Templeton will strongly enforce the necessary steps to prevent harassment.

Complaint Procedure:

- 1.) Any employee having a complaint of harassment or one that has learned about harassment of another individual should notify his/her supervisor or department head. If the complaint pertains to the immediate supervisor, or you do not wish to discuss the issue with him/her, or he/she does not address the problem, the employee should notify the Town Administrator.
- 2.) The Town Administrator shall promptly investigate every complaint of harassment. Such discussions may include discussion with all involved parties, identification and questioning of witnesses, and other appropriate actions. Disciplinary action will be taken against anyone found to have sexually harassed another employee to ensure it will not be repeated. This may include, but is not limited to, reprimands placed in offenders personnel file, warnings, transfers,

demotions, suspensions, professional counseling and/or sensitivity training, probation and termination to end the harassment.

3.) Any individual who is dissatisfied with the progress or end result of the Town's investigation may discuss his/her concern directly with the Board of Selectmen. The Board of Selectmen will hear any appeals of the investigation process.

Reporting Agencies:

The state agency responsible for enforcing the laws prohibiting harassment is:

Massachusetts Commission Against Discrimination (MCAD)
One Ashburton Place
Boston, MA
(617) 739-2145

The federal agency responsible for enforcing federal laws prohibiting harassment is:

Equal Employment Opportunity Commission (EEOC)
One Congress Street
Boston, MA
(617) 565-3200

Conditions of Work

The Town agrees that all equipment used for sanding or plowing operations shall be equipped with AM/FM radios and power steering, except in presently owned vehicles where power steering is not available.

Employees will have the right to review the contents of their personnel file within a reasonable time of request. An employee will be entitled to have a Union representative accompany him during such review.

No material derogatory to an employee's conduct, service, character or personality will be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his initials to the copy to be filed with the express understanding that such initials in no way indicates agreement with the contents thereof.

The employees will also have the right to submit a written answer to such derogatory material, and his answer shall be reviewed by the Superintendent and attached to the file copy.

This section shall be retroactive to include all material presently in the file.

Duration of Agreement

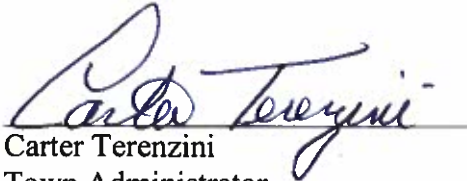
This Agreement shall take effect on July 1, 2019 and shall remain in full force and effect until June 30, 2022. Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the Town and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives as of this 24th day of Sept, 2019.

TOWN OF TEMPLETON, MASS.
COUNCIL

MASS. LABORERS' DISTRICT

LABORERS' LOCAL UNION 39,


Carter Terenzini
Town Administrator



Dated: 09/24/19

Dated: 9-24-19

As Approved and Funded By Select Board
Action on 09/23/19

FORM A

**TEMPLETON PUBLIC EMPLOYEES LOCAL UNION 39
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES**

I understand that under the so-called Janus Decision I do not need to become a member of the Union which is the collective bargaining agent for my position. I further understand that I shall still be entitled to the benefits of, and subject to all of the obligations of, such a Collective Bargaining Agreement (CBA) as they shall negotiate with the Town whether I join the Union or not.

If you do not wish to join the union, please sign below to acknowledge you received this notice.

Signature _____

Date _____

If you do wish to join the Union, please sign below and provide the additional information to authorize the Town of Templeton to deduct the dues as my union has informed the Town they have established for my position from my earnings each payroll period. This amount shall be paid over to the Union as prescribed in the CBA and represents payment of my Union Dues. Further you are authorizing any change in the amount to be deducted which is certified by the Union as a uniform change in its dues structure.

Signature _____

Date _____

Street _____

Town _____

State _____ Zip Code _____

Phone _____ Job Title _____

EXHIBIT A

DPW - Highway Employees												
FY '20	Anticipated #	1	2	3	4	5	6	7				
Foreman	1	\$21.36	\$22.00	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50				
Mechanic	1	\$20.98	\$21.61	\$22.26	\$22.92	\$23.61	\$24.32	\$25.05				
HEO	2	\$18.72	\$19.28	\$19.86	\$20.45	\$21.07	\$21.70	\$22.35				
LEO	3	\$18.38	\$18.93	\$19.50	\$20.09	\$20.69	\$21.31	\$21.95				
FY '21		1	2	3	4	5	6	7				
Foreman	1	\$21.89	\$22.55	\$23.22	\$23.92	\$24.64	\$25.38	\$26.14				
Mechanic	1	\$21.50	\$22.15	\$22.81	\$23.50	\$24.20	\$24.93	\$25.68				
HEO	2	\$19.19	\$19.76	\$20.35	\$20.96	\$21.59	\$22.24	\$22.91				
LEO	3	\$18.84	\$19.41	\$19.99	\$20.59	\$21.21	\$21.84	\$22.50				
FY '22		1	2	3	4	5	6	7				
Foreman	1	\$22.44	\$23.11	\$23.80	\$24.52	\$25.25	\$26.01	\$26.79				
Mechanic	1	\$22.04	\$22.70	\$23.38	\$24.08	\$24.81	\$25.55	\$26.32				
HEO	2	\$19.67	\$20.26	\$20.86	\$21.49	\$22.13	\$22.80	\$23.48				
LEO	3	\$19.31	\$19.89	\$20.49	\$21.10	\$21.74	\$22.39	\$23.06				
Sewer Employees												
FY '20	Anticipated #	1	2	3	4	5	6	7				
Assistant Chief (1)	1	\$23.28	\$23.98	\$24.70	\$25.44	\$26.20	\$26.99	\$27.80				

Operator/Foreman (2)	1	\$21.57	\$22.21	\$22.88	\$23.56	\$24.27	\$25.00	\$25.75	(2) requires 2M or 2C license
Operator (2)	2	\$19.05	\$19.62	\$20.21	\$20.82	\$21.44	\$22.09	\$22.75	(3) no treatment plant licenses required
Laborer (3)	1	\$16.54	\$17.04	\$17.55	\$18.07	\$18.62	\$19.17	\$19.75	
FY '21		1	2	3	4	5	6	7	
Assistant Chief	1	\$23.86	\$24.58	\$25.32	\$26.08	\$26.86	\$27.67	\$28.50	
Operator/Foreman	1	\$22.10	\$22.77	\$23.45	\$24.15	\$24.88	\$25.63	\$26.39	
Operator	2	\$19.53	\$20.11	\$20.72	\$21.34	\$21.98	\$22.64	\$23.32	
Laborer	1	\$16.95	\$17.46	\$17.99	\$18.53	\$19.08	\$19.65	\$20.24	
FY '22		1	2	3	4	5	6	7	
Assistant Chief	1	\$24.46	\$25.19	\$25.95	\$26.73	\$27.53	\$28.36	\$29.21	
Operator/Foreman	1	\$22.66	\$23.34	\$24.04	\$24.76	\$25.50	\$26.27	\$27.05	
Operator	2	\$20.02	\$20.62	\$21.24	\$21.87	\$22.53	\$23.21	\$23.90	
Laborer	1	\$17.38	\$17.90	\$18.44	\$18.99	\$19.56	\$20.15	\$20.75	

General Notes: 1.) Placement upon the scale at the time of hire is at the judgment of management.

2.) Movement from the hire step to a higher step is for those with at least 6 months on the job, as of July 1 following the date of hire, and a positive performance evaluation. Movement thereafter is on July 1 of each year subject to a positive performance evaluation.

3.) Need to work out placement of incumbents and time to earn added certs.

4.) For those on payroll as of 06/30/19; The own will pay a lump sum of \$250/per cert for incumbents who earn certifications higher than they held as of that date for each one earned above current level PLUS a reimbursement for the cost of the license itself.

5.) Anticipated # of positions is for illustration only and is not meant to confer a minimum staffing model.

For those Highway Employees on payroll as of 06/30/19; They will have two years to earn the HEO Certification.

Thereafter, the mix of LEO/HEO positions shall be determined by management as part of the annual budget process.