

To Town

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, 2016 – JUNE 30, 2019

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This Agreement is entered into this 11<sup>th</sup> day of July 2016, 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").

The parties having engaged in negotiations for a successor collective bargaining agreement and, having now reached an agreement on the same, hereby agree to a new collective bargaining agreement which is to be effective from July 1, 2016 through June 30, 2019, and which shall carry forward all of the written provisions of the parties' most recently expired agreement except as modified by the following:

## **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.

Pursuant to such representation, the Employer will allow a unit member who serves on the Bargaining Committee the opportunity to attend any bargaining session with Employer that may be scheduled during his regular hours of work without loss of pay while he is so engaged with the provision that he notify the Superintendent twenty-four (24) hours in advance of the date, place and time of such meeting.

Bargaining Committee Members scheduled for duty during the scheduled bargaining sessions will be allowed to attend these meetings without loss of pay or benefits, and without incurring additional duty obligation. The Superintendent will arrange for suitable Town coverage during the times of these sessions.

This Article is to be understood that the Superintendent has the power to adjust shift and/or part of the shift required for the member of Local Union 39 Bargaining Committee to attend scheduled contract negotiating meetings with the Town of Templeton Contract Negotiating Committee.

The bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate Town Meeting or governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. 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.

When any position not listed on the wage schedule is established, the Employer and the Union may designate a job classification and rate structure for the position.

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 UNION DUES

Full-time employees of the bargaining unit may authorize payroll deductions for the purpose of paying Union dues. Any full-time employee desiring to have Union dues deducted shall execute a written authorization form.

The Town agrees to deduct Union membership dues levied in accordance with the Constitution of the Union from the pay of each full-time employee who executes or has executed such form and remit the aggregate amount to the Treasurer of Local Union 39, Fitchburg, along with a list of full-time employees who have had such dues deducted. Such remittance shall be made the third week of the succeeding month.

The Town Treasurer will deduct a flat rate of once a week, each payroll period on full-time employees.

### MASSACHUSETTS LABORERS' DISTRICT COUNCIL CHECK-OFF AUTHORIZATION CARD

I hereby authorize and direct my Employer to deduct from my pay each pay period regular dues of Local Union 39 of the Laborers' International Union of North America, AFL-CIO, and to remit such amounts to the Secretary-Treasurer of Local 39 for and on my behalf.

This Authorization and assignment shall not be irrevocable unless I give at least sixty (60) days notice in writing to the Treasurer of the Town and file a copy of said notice with the Secretary -Treasurer of Local Union 39.

Employee

Social Security Number

Address

City/Town

State

### **ARTICLE III**

#### **AGENCY SERVICE FEE**

In accordance with Chapter 10/8 of the Acts of 1973 (MGLA, C. 150E, 12) effective thirty (30) days after the signing date of this Agreement, it shall be a condition of employment that all employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee. Such fee shall be paid monthly and shall be commensurate with the periodic dues charged by Local Union 39 to its members.

The Union will indemnify, defend, and hold the Town of Templeton blameless against any and all claims made, and against any suit instituted against the Town of account of any check-off of Union dues or Agency Fee provision.

The Union agrees to refund to the Town of Templeton any amount paid to it in error on account of the check-off and Agency Fee provision upon presentation of proper evidence thereof.

The Union certified that this collective bargaining agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

Authorization for payroll deductions for Agency Fee shall be made by the full-time employee executing a written Authorization Form.

### **ARTICLE IV**

#### **UNION REPRESENTATIVES**

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.

### **ARTICLE V**

#### **LABOR-MANAGEMENT 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 Board of Selectmen, or their designated representatives, from time to time 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.

## **ARTICLE VI MANAGEMENT RIGHTS**

The parties agree that the operation of the Highway Department of the Town of Templeton, the supervision of its employees and of their work, are the rights of the Town alone. Accordingly, subject to the provisions of the Agreement, the making of reasonable rules to assure orderly and effective work; the making of work schedules; the determination of what and where duties will be performed, and employee competency; the hiring, transfer, promotion, demotion, lay-off, discipline or discharge of employees for just cause without discrimination; and to confer with employees regarding methods of operation are rights of the Town.

## **ARTICLE VII 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 will 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 VIII CONDUCT AND WORKING CONDITIONS**

A. 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.

B. 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 (on time sheets) for their supervisor. 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.

C. 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.

D. 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.

E. 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. Refer to Appendix B: Town of Templeton Smoking Policy.

F. Wage Garnishments - Garnishment action against an employees' wages or salary is permitted by law in Massachusetts. Federal laws also permit the preferential attachment of wages by the Internal Revenue Service for delinquent Federal Taxes and child support before other garnishments. When notice of garnishment, levy or attachment action taken or to be taken against any employee is first brought to the attention of the Town, the Board of Selectmen shall verify with the employee of the garnishment, levy or attachment. The Town recognizes all applicable restrictions, rules, and laws regarding the garnishment or attachment of an employee's wages.

G. 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.

H. 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.

#### I. 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.

J. 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.

K. 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. 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.

L. 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 and the family physician, unless the illness is related to the employee's work.

## **ARTICLE IX STRIKES AND 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 X 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 part-time employees shall be hired to perform any of Local 39's work during this economic crisis, other than snow emergency after Local 39 members have been called first to perform the work.

## **ARTICLE XI 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 XII GRIEVANCE PROCEDURES**

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, either party may, within fifteen (15) working days excluding Saturdays, Sundays and holidays after the reply of the Board of Selectmen, as appropriate, is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an Arbitrator selected from a list of arbitrators, three (3) names submitted by the Town of Templeton, and three (3) names submitted by the Union. The arbitrator shall be chosen within seven (7) working days excluding Saturdays, Sundays and holidays after notice of arbitration has been given. If the parties fail to agree on an arbitrator from the list, the American Arbitration Association and/or Board of Conciliation & Arbitration shall be requested to provide a panel of arbitrators from which a selection shall be made in accordance with the applicable rules of said American Arbitration Association.

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 3<sup>rd</sup> 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 XIII 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 one (1) calendar year.

In the event it becomes necessary to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority within their department and classification.

Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees in lay-off status desiring to return to work have been recalled.

In the event of a vacancy for a full-time position, the Selectmen, as appropriate, shall give due consideration to all part-time employees. The Superintendent, after considering seniority, performance, attendance, availability, and other job-related factors shall make his recommendation of his nominee to the Selectmen, as appropriate, and the Superintendent shall inform the Selectmen, as appropriate, of all applicants for full-time positions. The Selectmen, as appropriate, may, after reviewing all current employees with qualifications, hire from outside the department.

This seniority clause shall include all full-time employees of the Templeton Highway Department except the Superintendent.

The Highway Department Superintendent under the authority of the Board of Selectmen, may hire part-time employees to supplement a respective department work force providing the hiring of said employees does not interfere in the seniority rights of any full-time employee.

## **ARTICLE XIV HOURS OF WORK**

The hours of work for the Templeton Highway 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.

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

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

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.

## **ARTICLE XV 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.

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.

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. 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.

## **ARTICLE XVI 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.

**A. Leave of Absence** - Reasonable requests for leaves of absence may be granted by the Department Head, with the approval of the Board of Selectmen. At their discretion, such leaves of absence shall fall into one of the following categories:

- 1.) 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.
- 2.) Medical or Maternity - Medical or maternity leave can be taken up to a maximum of eight weeks either as unpaid leave or as paid sick leave, provided the employee has sufficient number of sick days. Employee benefits will be provided during such leaves of absence. The Town agrees to abide by the Maternity/Adoptive leave provisions of M.G.L. C. 149, S. 105D. The employee must have completed an initial six month probationary period and must give a two week notice of expected departure date and notice of intention to return to work.
- 3.) Paternity - A male employee who becomes a father either through the birth or adoption of a child, and has at least six months' service with the Town, may receive up to four weeks of unpaid leave for the purpose of infant care. Request for such leave shall be made at least four weeks in advance to the Department Head. An employee is not eligible for holiday pay during paternity leave.

**B. Family and Medical Leave** - The Family and Medical Leave Act (FMLA) entitles employees to take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons.

1.) Employee Eligibility - To be eligible for FMLA benefits an employee must have worked for the town for a total of at least 12 months and have worked at least 1,250 hours over the previous 12 months (average 24 hours per week).

2.) Reasons for Taking FMLA Leave —

a.) The employee must care for his/her child after birth, or placement of a child for adoption or foster care. The FMLA leave guarantee expires 12 months after the birth or placement.

b.) The employee must care for his/her spouse, child or parent who has a serious health condition. Caring for a family member who has a serious health condition, includes both physical and psychological care. Thus, even if the family member is hospitalized, leave should be granted to the parent or child who intends to be there to provide comfort and reassurance.

c.) The employee has a serious health condition that makes him/her unable to perform his/her job.

A "serious health condition" is an illness, injury, or impairment or physical or mental condition that involves in-patient care in a hospital or other medical care facility or at least two visits to or by a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

A "health care provider" is any doctor or osteopath authorized to practice medicine or osteopathy in the state the doctor practices and other persons deemed capable by the Secretary of Labor to perform health care services including podiatrists, dentists, clinical psychologists, optometrists, nurse practitioners and nurse midwives and Christian Science practitioners.

3) Intermittent Leave – Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

a) If FMLA leave is for birth or placement for adoption or foster care, use of intermittent leave is subject to the approval of the Board of Selectmen.

b) FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

4) Advance Notice and Certification – Employees seeking to use FMLA may be required to provide:

- a) A 30 day advance notice when the reason for the leave is known in advance. If the employee fails to provide such notice for a foreseeable reason, the Town may refuse to allow the employee to leave until 30 days after notice.
  - b) Medical certifications supporting the need for leave due to a serious health condition affecting the employee or an immediate family member. The Town may require second and third opinions, at the Town's expense, and a fitness for duty report to return to work.
  - c) The Town is entitled to request medical certification during FMLA every 30 days.
- 5) Use of Sick Leave – Employees may elect to substitute sick leave for unpaid FMLA where the Town's sick leave policy would ordinarily allow sick leave to be used for the purpose for which the FMLA leave is being taken. In such circumstances, use of sick leave counts as part of the 12 week FMLA entitlement. Employees may elect to use up to three days (24) hours sick time to substitute unpaid FMLA leave for the care of his/her spouse, child or parent who has a serious health condition.
- 6) Fiscal Year Method – The fiscal year will be used to calculate when an employee's entitlement to unpaid FMLA leave begins and ends.
- 7) Maintenance of Health Benefits – The Town is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. The Town must make arrangements for employees to pay their share of the health plan premium. The town's obligation to maintain health benefits ends if the employee's premium payment becomes more than 30 days late.
- a) The Town's obligation to maintain health insurance coverage during the FMLA leave ends when the employee's entitlement to such leave ceases or when the employee informs the Town that he/she does not intend to return from leave or if the employee fails to return from leave.
  - b) If the employee does not return from leave for reasons unrelated to the employee's own health or the health of the employee's spouse, parent or child, the Town is entitled to recover health insurance premiums paid during the period of FMLA leave.
  - c) If the employee refuses to pay back the premiums, the Town must initiate legal action to recover the money because Massachusetts law prohibits such deductions from wages.
- 8) Unlawful Acts by the Town – It is unlawful for the Town to interfere with, restrain or deny the exercise of any right provided by FMLA. It is also unlawful for the Town to discharge or discriminate against any person for opposing any practice or because of involvement in any proceeding, related to FMLA.

- 9) Enforcement – The FMLA will be enforced by the U.S. Department of Labor through investigation and resolution of complaints and violations.

**Small Necessities Leave Act** – (Part of the Family Medical Leave Act, of FMLA).

- 1) Reasons for Taking Leave: The 24 hour unpaid leave may be taken for any of the following reasons:
- To participate in school activities directly related to the educational advancement of a son or daughter of the employee, such as parent/teacher conferences or interviewing for a new school; or
  - To accompany a son or daughter of the employee to routine medical or dental appointments, such as check-ups or vaccinations; or
  - To accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
- 2) Notice Requirement/Certification: To be entitled to the leave, employees must provide notice to the employer as follows:
- If the need for leave is anticipated, the employee must request the leave at least seven days in advance;
  - Possible under the particular circumstances of the individual case
  - To the extent possible, an employee must provide written notice to the employer. If not possible, an employee may request leave verbally.
  - An employee's request for leave must be kept in the employee's personnel file and must be maintained for three (3) years in accordance with MGL C. 149, S. 52C. Records and documents relating to medical certifications or medical histories of employee's family members must be maintained as confidential medical records and kept in separate files from the usual personnel files.
- 3) Unlawful Acts by Employers: A violation of the Act occurs when the employer:
- Fails to provide the time requested by the eligible employee; or
  - Fails to restore the employee to the position held by the employee when the leave commenced, or fails to restore the employee to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment; or
  - Discharges or in any manner discriminates against any individual because the individual
    - has filed any charge, or has instituted or caused to be instituted any proceeding, under or related to the Act; or
    - has given, or is about to give, any information in connection with any inquiry or proceeding relating to any right provided under the Act; or
    - has testified, or is about to testify, in any inquiry or



proceeding relating to any right provided under the Act.

- 4) Enforcement: The Act authorizes the Attorney General to initiate either a criminal action against an employer who violates the Act and/or to seek injunctive relief against such employer. Any employer convicted of a criminal violation of the Act is subject to a \$500 fine.

In addition, any aggrieved employee may institute a civil action for injunctive relief and/or damages against the employer.

For additional information, please contact the Attorney General's Fair Labor and Business Practices Division in Boston at (617) 727-3465 or in Springfield at (413) 784-1128.

## ARTICLE XVII VACATIONS

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. Employees wishing vacation pay in advance shall submit the request to their department head, who will notify the appointing authority in writing of the request. The notification shall be made no later than the Friday before the payroll distribution date on which the employee wishes to receive vacation pay.

## ARTICLE XVIII 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.

## **ARTICLE XIX 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. Three or more consecutive days of sick leave may require a physician's certificate to be submitted to the Department Head and the Board of Selectmen. Notification of absence 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.

Sick leave is generally for protection of employees against loss of pay due to personal illness. However, sick leave may be used by an employee for illness of a dependent child or spouse, up to 24 hours per year. Additional time for this reason may be arranged on an individual case by case basis with the Personnel Committee.

Injury, illness or disability self-imposed, or resulting from recreational use of alcohol or drugs, shall not be considered a proper claim for sick leave under this Section.

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.

## **ARTICLE XX PERSONAL DAYS**

In addition to the paid holidays, all regular full-time employees are entitled to three paid personal days granted on an employee's anniversary date the first year and thereafter, personal days will be granted on a fiscal year basis. 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.

## ARTICLE XXI BEREAVEMENT 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.

## ARTICLE XXII MILITARY LEAVE

1.) Active Duty - If a Town employee in a regular, full-time position enlists or is drafted or is called to active duty to serve in the Armed Forces of the United States, then the Town will grant such employee a leave of absence without pay. Upon satisfactory completion of active service in the Armed Forces, the employee will be restored to his/her former position or to a position of similar seniority, status and pay provided that business circumstances of the Town allow it and that the employee is still qualified to perform the duties of his/her former position or a position of similar seniority, status and pay. The employee must make application for reemployment within ninety days after his/her discharge from military service or within one year if the employee is hospitalized while on active duty.

2.) Reserve Training - If an employee is a member of an organized unit of the ready reserve of the Armed Forces which requires military training not to exceed ten working days per fiscal year, unless otherwise approved by the Board of Selectmen and documentation shall be required, the employee may receive the difference between his/her military base pay and his/her regular pay. The leave will not affect the normal accrual of vacation, personal or sick leave credits. The employee's participation in the Town's health care and life insurance plans will not be affected.

## ARTICLE XXIII SUPPLEMENTAL BENEFITS

Insurance - Most 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.

Employees and their dependents have right under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to continue current group health insurance coverage beyond when they would have been eligible under the group's plan. As long as employee

enrolls within 60 days of becoming eligible this coverage will protect the employee and their family from discontinuing the employee's health insurance benefits. The employee will be responsible for 100% payment of all insurance premiums plus an administrative fee of not more than 2%. A surviving spouse may continue coverage for him/herself and dependents until the death or remarriage of the spouse, provided that he/she pays the entire premium (M.G.L. C. SOB, S. 9B).

**Retirement** - Employees who work twenty hours or more per week throughout the year (1040 hours per year) shall join the Worcester County Retirement System. Membership is optional for elected officials. Employees shall be excluded if they are over the age of 65 or are receiving an allowance for retirement or disability under any retirement system for public employees in Massachusetts, or are members of the Federal Civil Service Retirement System. Employee contributions are based upon the date of membership into the system. Details of the retirement system are described in a separate retirement guide.

**Workers Compensation** - Police and Fire uniformed employees are covered under the provisions of M.G.L. Ch. 41 S. 100 and 11 IF and are entitled to the rights and benefits of these laws. All other 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.

**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 XXIV UNIFORM & BOOT ALLOWANCE

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 two hundred dollars (\$250.00) per year for work boots upon presentation of a receipt of purchase. Effective July 1, 2018 the boot allowance will be increased to three hundred dollars (\$300.00) per year.

Safety Glasses Allowance: The Town will reimburse each full-time Union employee an amount of up to one hundred and sixty-five dollars (\$165.00) per year for ANSI Z87-approved prescription safety glasses upon presentation of a dated receipt of purchase.

## ARTICLE XXV PROBATIONARY PERIOD

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

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. The wages and period of employment of casual employees shall be determined by the Selectmen and Superintendent.

## ARTICLE XXVI 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 and the Union shall then consult to mutually determine if such new classification(s) shall be added to the bargaining unit and appropriate wage to be paid for said new classification (s).

## ARTICLE XXVII COMPENSATION

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.

### Highway Department

<u>Position</u>	<u>Classification</u>
Foreman	H8
Town Head Mechanic	H6
Assistant Mechanic	H4
Laborer, Truck Driver & Equipment Oper.	H2

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.

<u>July 1, 2016</u>	<u>Class</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Foreman	H8			20.24	21.86
Mechanic	H6		20.45	21.48	22.49
Asst, Mechanic	H4	14.54	16.28	18.03	20.35
L.O.T	H2	14.09	15.74	17.39	19.70

<u>July 1, 2017</u>	<u>Class</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Foreman	H8			20.64	22.30
Mechanic	H6		20.85	21.91	22.94
Asst, Mechanic	H4	14.84	16.61	18.39	20.76
L.O.T	H2	14.37	16.06	17.73	20.09

<u>July 1, 2018</u>	<u>Class</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Foreman	H8			21.06
Mechanic	H6	21.27	22.35	23.87
Asst, Mechanic	H4	16.95	18.76	21.61
L.O.T	H2	16.39	18.09	20.91

\*L.O.T = Laborer/Operator/Truck Driver

### Transition:

- |        |   |
|--------|---|
| Step 1 | First 26 pay periods – six (6) months<br>A Massachusetts Class B CDL or above is<br>Required prior to hiring (all classifications). |
| Step 2 | Upon completion of 26 pay periods – from six  |

(6) months to one (1) year and six (6) months  
Massachusetts Hoisting Engineer License (HE), a 2A  
(Rubber Tire Excavator) a 2B (Front End Loader and Back  
Hoe) and a 4E (Catch Basin Cleaner)

Step 3 Upon completion of 78 pay periods – from one  
(1) year and six (6) months to two (2) years and  
six (6) months. Required: All of the above licenses plus a  
4E (catch basin cleaner) endorsement.

Step 4 Upon completion of 130 pay periods – from two  
(2) years and six (6) months to three (3) years  
and six (6) months. Required: All of the above licenses plus  
a 4G (specialty roadside mower) endorsement.

Beginning July 1, 2018, Step 4 will be eliminated, and a new Step 3 established. Step 3  
will require 130 pay periods and all licenses for Steps 1 & 2 plus a 4G (specialty roadside  
mower) endorsement.

Expenses for Class I, Class II, CDL and Hydraulic Licenses and renewals used on behalf of  
the Town in the performance of duty will be reimbursed to Union employees with proof of  
license or renewal. There will be no reimbursement for a Class III Drivers License.

Employees who are currently on the maximum step of their wage scale and do not have  
required licenses for that particular step will be “red lined” at the current rate until such  
licenses are achieved. Red lined employees at the top of their grade are eligible for cost of  
living adjustments but not step increases.

#### Sewer Department

<u>Position</u>	<u>Classification</u>
Assistant Chief	S2
Operator/Sewer Foreman	S4
Operator	S6
Laborer	S8

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 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.

Beginning July 1, 2016, all employee classes in the Templeton Sewer Department will  
receive a 2% raise retroactive to July 1, 2016. A second 2% increase will take effect on  
July 1, 2017. A third 2% increase will take effect on July 1, 2018. An additional annual  
2% increase will be added to the current Step pay rate for employees that currently hold a  
minimum of a Grade 3 Municipal Wastewater Treatment Plant Operators License.



	<u>Class</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Assistant Chief	S-2	18.16	19.32	20.56	23.07
Operator/Sewer Foreman	S-4	17.31	18.37	19.55	21.95
Operator	S-6	15.52	16.52	17.58	19.72
Laborer	S-8	15.35	16.35	17.37	19.49

**Grade 6 or higher:**

	<u>Class</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Assistant Chief	S-2	18.52	19.71	20.97	23.53
Operator/Sewer Foreman	S-4	17.66	18.74	19.94	22.39
Operator	S-6	15.83	16.85	17.93	20.11
Laborer	S-8	15.66	16.68	17.71	19.88

How employees move along the steps from minimum to maximum will be based on, performance, seniority, and required licenses. An employee not granted an increase at the time intervals set forth in the schedule above will be given the reason(s) for not being granted the increase.

**Pay For Temporary Assignments** - When an employee is temporarily assigned to a position within the union with a higher rate of pay for forty or more consecutive work hours, he/she shall be granted a pay increase equal to the rate of pay for that position for the duration of the temporary assignment, not to exceed one dollar (\$1.00) per hour.

**Working Out of Grade** – Effective July 1, 2015, any employee who is assigned work from a lower pay grade to a higher pay grade shall be paid additional compensation of ten dollars (\$10.00) per day for working “out of class”.

**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:

- (a) Continuation of shift.
- (b) Early start of a shift with prior notification by the Department Head by the end of the previous work day.

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

## ARTICLE XXVIII 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.

## **ARTICLE XXIX 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 Superintendent and receive permission.

## **ARTICLE XXX 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.

### **ARTICLE XXXI 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. Fees received from the court or other sources shall be turned in to the Town. Such paid leave excludes court time as a result of personal activities where the employee is a party to the proceeding.

### **ARTICLE XXXII 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).

### **ARTICLE XXXIII ANTI-HARRASSMENT 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

#### ARTICLE XXXIV DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2016 and shall remain in full force and effect until June 30, 2019. 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 11<sup>th</sup> day of July, 2016.

TOWN OF TEMPLETON, MASS.

MASS. LABORERS' DISTRICT COUNCIL

*Robert T. Machel*

Town Administrator

July 11, 2016

*David S. [Signature]*

LABORERS' LOCAL UNION 39, Fitchburg

*[Signature]* 7/22/2016

#### APPENDIX A 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.

## **APPENDIX B SMOKING POLICY**

### **REGULATIONS TO PROTECT WORKERS AND THE PUBLIC FROM INVOLUNTARY EXPOSURE TO TOBACCO SMOKE**

#### **A. STATEMENT OF PURPOSE:**

Whereas conclusive evidence exists that tobacco smoke causes cancer, respiratory and cardiac diseases; negative birth outcomes; irritations to the eyes, nose and throat; and whereas the harmful effects of tobacco smoke are not confined to smokers but also cause severe discomfort and illness to nonsmokers; and whereas environmental tobacco smoke [hereinafter E.T.S.], which includes both exhaled smoke and the side stream smoke from burning cigarettes, causes the death of 53,000 Americans each year; and whereas in 2000, the Public Health Service's National Toxicology Program listed environmental tobacco as a known human carcinogen (U.S. DHHS, 200, citing Cal. EPA, 1997) similar to radon and asbestos with no known safe levels of exposure; now, therefore, the Town of Templeton recognizes the right of those who wish to breath smoke-free air and establishes this regulation to protect and improve the public health and welfare by prohibiting smoking in public places.

#### **B. AUTHORITY:**

This regulation is promulgated under the authority granted to the Templeton Board of Health under Massachusetts General Laws Chapter 111, Section 31 that "Boards of Health may make reasonable health regulations".

#### **C. DEFINITIONS:**

For the purposes of this regulation, the following words shall have the meanings respectively ascribed to them by this paragraph:

**Bar:** means an enclosed area, which is devoted to the serving of alcoholic beverages for the consumption by guests on the premises and in which the serving of food is only incidental to the consumption of such beverages and is not within a restaurant. Incidental food means snack food that is already prepared that can be served as is or with minimal heating.

**Board:** The Board of Health of the Town of Templeton.

**Business:** means any sole proprietorship, partnership, joint venture, corporation, or other business including retail establishments where goods or services are sold.

**Employee:** means any person who is employed by any employer in consideration for direct or indirect monetary wages of profit, and any person who volunteers his or her services for a non-profit entity.

**Employer:** means any person, partnership, or corporation, including a municipal corporation or non-profit entity who employs the services of one or more individuals.

**Enclosed Area:** means all space between floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of doors or passageways) which extend from the floor to the ceiling.

**Municipal Building:** means any building that is owned by or under the control of the town of Templeton, including, but not limited to, schools, fire stations, police stations, DPW buildings, and town offices.



**Municipal Vehicle:** means any vehicle that is owned by or under the control of the town of Templeton, including, but not limited to, police, fire, DPW vehicles and vehicles that are assigned to departments that work out of town offices.

**Person:** any person, firm, partnership, association, corporation, company or organization of any kind, including, but not limited to, an owner, operator, manager, proprietor or person in charge of any building, establishment, business, or restaurant or retail store, or the agents or designees of any of the foregoing.

**Private Club:** shall mean a not-for-profit organization with a defined membership.

**Private Social Function:** means a social gathering associated with a single purpose that is not opened to the public and is under the control of the host, hostess rather than the proprietor, manager, such as a wedding reception.

**Public Place:** means any enclosed area to which the public is invited or in which the public is permitted, including, but not limited to, municipal buildings, retail stores, restrooms, libraries, museums, galleries, aquariums, movie theaters, recital or drama halls, places of public assembly, houses of worship, and polling places.

**Public Social Function:** shall mean a social gathering that is open to the general public and is not associated with membership.

**Public Transportation Vehicle:** buses, taxis, and other means of transportation available to the general public while such means of transportation is operating within the boundaries of the town including indoor platforms by which such means of transportation may be accessed.

**Restaurant:** means any coffee shop, cafeteria, sandwich stand, private and public school cafeterias, and any other eating establishment which gives or offers for sale food to the public, guests or employees as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities, except that that the term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a "bar" as defined above.

**Smoking:** means inhaling or exhaling smoke, burning, or carrying any lighted tobacco product.

**Tobacco Product:** shall mean any product containing tobacco, including, but not limited to, cigarettes, cigars, chewing tobacco, snuff, pipe tobacco and smokeless tobacco.

**Town:** shall mean the Town of Templeton.

**Workplace:** any enclosed area of a structure or portion thereof at which one (1) or more employees perform services for their employer (including the personal residence of the employer during those hours when used as a place of employment).

#### **D. APPLICATION OF THIS REGULATION TO PUBLIC PLACES:**

No person shall smoke nor shall any person, employer, or other person having control of the premises upon which smoking is prohibited by this regulation, or the agent or

16. Restaurants.

17. Houses of worship.

18. Bingo halls.

19. Schools (M.G.L. C71 SEC 2A)

Notwithstanding any other provision of this Section, any owner, operator, manager, or other Person who controls any establishment or facility may, and is encouraged to, declare the entire establishment or facility and grounds as a nonsmoking establishment.

#### **E. REGULATION OF SMOKING IN PLACES OF EMPLOYMENT**

1. It shall be the responsibility of employers to provide a smoke-free workplace for all employees, but employers are not required to incur any expense to make structural or other physical modifications.
2. Within 30 days of the effective date of this regulation, each employer having an enclosed place of employment located within the town shall adopt, implement, make known, and maintain a written smoking policy which shall contain the following requirements:
  - a. Smoking shall be prohibited in all enclosed facilities within a place of employment, unless an approved smoke isolation room is available as outlined in subsection 3. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles, and all other enclosed facilities.
  - b. Smoking may be permitted outdoors at the discretion of the employer. However, smoke generated in outdoor smoking areas must be prevented from entering the building and people should not have to pass through a cloud of smoke to enter or exit the building. Smoking is prohibited within 10 feet from any entrance of the building.
  - c. Employers who wish to provide employees with an indoor smoking room must first construct a smoke isolation room. Such an isolation room shall be provided with a separate ventilation system which exhausts all smoke directly out of doors. Negative pressure must be maintained in the room at all times to prevent smoke from entering other parts of the building. Such an isolation room must not be used for any purpose which would require nonsmoking employees to enter. If the isolation room is an employee lounge or lunchroom, equivalent facilities must be provided for nonsmoking employees. Any isolation room must be inspected and approved by the Board of Health prior to use. Employers are under no obligation to provide an indoor smoking area.
3. All employers shall supply a written copy of the smoking policy upon request to any existing or prospective employee.

## **F. POSTING OF SIGNS**

"No Smoking" signs, or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building or other person having control of such building or other place. One sign must appear at each public entrance.

Bars must post a sign at each public entrance warning the public that smoking is permitted inside. Such sign shall read "WARNING: You are entering an area where smoking is permitted. Occupancy by persons under the age of eighteen is strictly prohibited. The U.S. Surgeon General has stated that secondhand smoke is hazardous to your health."

## **G. ENFORCEMENT**

The Board of Health, Police Department, and/or its designee shall enforce this regulation. One method of enforcement shall be periodic, unannounced inspections of those establishments subject to this regulation.

Any citizen who desires to register a complaint of noncompliance with these regulations may do so with the Board of Health.

## **H. VIOLATIONS AND PENALTIES:**

1. It shall be unlawful for any person to smoke in any area where smoking is prohibited by these regulations.
2. Any person who violates this regulation shall be subject to a warning for the first offense within one year, a fine of one hundred (\$100) dollars for a second violation within one year of the date of the first offense, a fine of two hundred (\$200) dollars for a third violation within one year of the date of the first offense, and a fine of three hundred (\$300) dollars for a fourth or subsequent offense within one year of the date of the first offense.
3. In lieu of a fine or penalty, the Board, at its discretion, may issue a warning.

## **I. OTHER APPLICABLE LAWS:**

These regulations shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

## **J. SEVERABILITY:**

If any paragraph or provision of this regulation is found to be illegal or against public policy or unconstitutional, it shall not affect the legality of any remaining paragraphs or provisions being in force.