

AGREEMENT

between the

TOWN OF HOPEDALE

and the

HOPEDALE HIGHWAY, WATER, AND SEWER/CLERICAL STAFF

on behalf of

PUBLIC EMPLOYEES LOCAL UNION 272

of the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO



JULY 1, 2014 - JUNE 30, 2017

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AGREEMENT

This Agreement, made and entered this _____ day of _____, 200____, by and between the Town of Hopedale, Massachusetts, hereinafter called the "Town", and the Massachusetts Laborers' District Council in behalf of Local Union No. 272, Massachusetts Laborers' International Union of North America, AFL-CIO, hereinafter called the "Union".

ARTICLE I **PREAMBLE**

Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the Town, and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the Town and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Town and its employees. The term "employee when used in this Agreement shall mean those employees of the Town within the units hereinafter described.

ARTICLE II **DECLARATION OF PRINCIPALS**

There shall be no discrimination against any employee by reason of race, national origin, color, ancestry, religion, handicap, age as provided by law, sex, or union affiliation. The Town will employ and use all means of safety for the protection of the employees in compliance with safety regulations, which are in accordance with the law.

ARTICLE III **RECOGNITION**

In accordance with the certification of the Labor Relations Commission in Case MCR 02-5001 and the amendment, Case No. CAS02-5001 dated February 11, 2003 and the amendment to the bargaining unit as agreed upon by the parties and submitted to the Labor Relations Commission the Town recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as defined in Section 1, below:

Section 1:

The bargaining unit shall be comprised of all employees in the following Highway, Water, and Sewer Division: Highway, Sewer, Wastewater Treatment Plant, the Inspector for Construction of Utilities and Streets, Water and equipment repair personnel assigned to Administration, Assistant Tax Collector, Administrative Assistant Water and Sewer, Assistant Treasurer, Assistant to Assessor, and all office clerical employees, excluding the Director of Highway, Water, and Sewer, Superintendents of the Highway, Water, and Sewer Division, Construction Supervisor, Route Supervisors, Pumping Station Supervisors, the Tree Warden, the Director of Parks and Recreation, and the Superintendent of Recreation and Superintendent of Park Maintenance.

ARTICLE IV
MEMBERSHIP IN THE UNION

Section 1:

The Town will advise all new permanent and part-time employees who are regularly scheduled to work twenty (20) or more hours, at the time of their employment that the Union is their bargaining representative and will notify the Union in writing of the name, address, and classification of each new permanent employee.

Section 2:

The Town and the Union recognize the right of any employee to become or not to become a member of the union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

ARTICLE V
MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

a.) Among the Management Rights vested in the Town are the right in accordance with applicable law to hire, promote, transfer, and such other rights as are granted by law. The Town may also suspend, discipline, or discharge any permanent employee but only for just cause.

b.) The Town shall have the freedom of action to determine the methods, the means and the personnel for all operations. The Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall follow the State and Federal mandates in the drinking water and wastewater programs (The Water Treatment Permit Program and the Sewer Treatment Discharge Permit Program).

ARTICLE VI

NO STRIKE OR LOCK OUT

Section 1:

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by himself or any other employees.

Section 2:

The Town agrees that there shall be no lock out of employees.

ARTICLE VII

DUES AND FEES DEDUCTIONS AND/OR PAYMENTS

Section 1: Agency Fees:

It shall be a condition of employment during the life of this Agreement as specified herein, that on or after the 30th day following the beginning of permanent employment or the date of this Agreement, whichever is later, an agency service fee shall be paid to the Union. The said fee shall be due only as follows:

a.) Bargaining unit members who were Union members as of the date of the signing of the Agreement but who have since terminated or may in the future terminate their Union membership and continue in the employ of the Town in the Bargaining Unit (as defined in Article III) will be required to pay to the Union directly or authorize deduction of one hundred percent (100%) of the monthly union dues.

b.) All bargaining unit members hired or transferred into the bargaining unit (as defined in Article III) after the signing of this Agreement who elect not to become members of the Union will be required to pay the Union directly or authorize payroll deduction of one hundred percent (100%) of the monthly union dues.

c.) Any employee who is required to pay or authorize payroll deductions for an agency fee and who fails to do so, will be discharged at the request of the Union, which request shall be in writing, to the appropriate elected Department Head and Town Coordinator/Highway, Water, and Sewer Commissioners, and shall state the reasons therefore.

Section 2: Union Dues of Agency Fees Deductions:

The Town agrees to deduct the Union dues or agency fees from the earnings of any employee who has executed the designated authorization forms. Such deduction shall be in the amount specified on the authorization form and deducted from the paycheck weekly. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those whom deductions have been made.

Section 3:

The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article VII.

Section 4:

The Town agrees to cover any out of pocket costs, not otherwise covered by any insurance then in effect, incurred by a member of Local 272, as the result of mandatory physicals required to maintain licenses requisite to carry out their specific job functions for the Town of Hopedale.

ARTICLE VIII
TEMPORARY POSITION, TEMPORARY APPOINTMENT, PROBATIONARY
PERIOD AND SENIORITY

Section 1: Temporary Employee:

An employee shall be considered temporary if he is hired on a temporary basis and to fill a temporary position, full-time or part-time (twenty (20) hours or more).

a.) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.

b.) Any employee hired on a temporary basis or hired to fill a temporary position with ninety (90) days continuous service who is laid off for less than sixty (60) days and is rehired, shall be considered to have been in the continuous employment of the Town during such period of layoff.

Section 2: Probationary Period:

Every employee, whether hired on a temporary or permanent basis, shall be on a probationary period during the first six (6) months of his employment. Service on a temporary basis shall be counted as service in a probationary status. When an employee is promoted into a new position, he shall serve a six (6) month probationary period during which time his ability to perform shall be evaluated. If the parties agree, this probationary period may be extended for an additional six (6) month period. If, after the six (6) or twelve (12) month probationary period, the employee is found to be unsatisfactory by the Director or his designee, the employee may be returned to his previous position and pay grade. A temporary employee hired shall have to complete a six (6) month probation period. At the conclusion, if the Department Head and Town Coordinator/Highway, Water, and Sewer Commissioners deem it necessary, he/she may extend the probationary period for an additional six (6) months.

Section 3: Seniority:

a.) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during his

probationary period of six (6) months but thereafter his seniority will date from the first working date after his initial employment.

b.) Seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee who has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by date of official hire or order of hire.

Section 4: Reduction in Force:

In the event a reduction in force is required, the most junior employee in the unit affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The Town shall give not less than two (2) weeks' notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5: Recalls:

For a period of six (6) months from date of layoff, employees shall have the right to be recalled to their former positions in accordance with their seniority within their classification. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall in the order of their seniority be given preference to fill said position before any new employees are hired. An employee who is on lay-off status and fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the appropriate Town Coordinator/Highway, Water, and Sewer Commissioners and/or Board of Selectmen.

ARTICLE IX
BULLETINING AND FILLING POSITIONS

Section 1:

Vacancies in regularly assigned positions or newly created positions other than the lowest classification in that Division or Department that will be of more than thirty (30) days duration shall be bulletined for five (5) working days on all regular bulletin boards within ten (10) working days after such vacancies occur, or such new positions are established. The daily hours and workweek of the vacant position will be included in the posted bulletin.

Section 2:

Unit employees desiring such positions shall, within five (5) working days after bulletin is posted, apply in writing to the appropriate Division Head on forms provided by the Town.

Section 3:

Within fifteen (15) working days after the expiration of the advertising bulletin, appointments shall be awarded by the appointing authority. The name of the appointee shall be bulletined on all regular bulletin boards. Copies of this bulletin shall be furnished to the Shop Steward.

Section 4:

Appointments to such positions shall first be made from within the Division of Department where the vacancy exists and shall be made on the basis of qualification and seniority within the Division of the Department. The Town Coordinator/Highway, Water, and Sewer Commissioners and/or Board of Selectmen shall have sole discretion on the best-qualified appointment. If no employee in said Division or Department is qualified, the appointment shall be made from the bidders in other Divisions or Departments on the same basis. If no qualified employee bids for an opening, the position may be filled from the outside.

The Town of Hopedale will make its best effort to promote the most qualified person to all its positions. When there are qualified candidates for promotion who are relatively equal in qualifications, the most senior employee will be promoted.

The following factors will be considered in determining the best qualified candidates for promotion:

- 1.) A "yes" or "no" determination on whether the candidate meets the minimum requirements of the position relative to the mutually agreed upon job descriptions at the time of posting.
- 2.) The actual amount of experience in duties performed at industry standards quality in duties listed under MAJOR DUTIES in the job description.
- 3.) The ability to demonstrate the performance of functions in the MAJOR DUTIES in the job description. The Union may have one observer to insure equality of tests.
- 4.) Level of education and specialized education and training directly related to the MAJOR DUTIES listed in the job description.
- 5.) The relative differences in the last two Performance Evaluations.
- 6.) Unscheduled emergency work availability.
- 7.) Reported accident history on the job.
- 8.) If CDL required for position, the moving violation record on or off the job pursuant to procedures spelled out in section 383.31 Subpart C and section 383.33.

Section 5:

Any employee changing to a different job classification shall serve a probationary period of six (6) months. This period is to allow the Town time to judge the ability, competency, fitness and other qualifications of the employee to meet the requirements of the new position. At any time during the probationary period the Town has the right to return the employee to his/her previous position at the rate of the employee's previous

wage compensation. This provision also applies to the employee who has the option to return to his/her previous position during such thirty (30) day period. If the parties agree, the probationary period may be extended for an additional six (6) month period.

ARTICLE X **HOLIDAYS**

Section 1: Paid Holidays:

The Town of Hopedale shall observe the following holidays:

New Year's Day**	Columbus Day
Martin Luther King Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Patriots Day	Day after Thanksgiving*
Memorial Day	½ day on the last working day
Independence Day	before Christmas
Labor Day	Christmas Day**

* If an employee is regularly scheduled to work the day after, he/she shall be compensated at straight time and will receive a day off with pay within thirty (30) days

** Employees who work on any listed holiday shall be paid at the double time, rate of his/her hourly rate plus the holiday pay.

Section 2:

It is the intent of this section that no employee, employed full-time or part-time for a minimum of twenty (20) hours, shall lose pay by the observance of any of the listed holidays; provided, however, that part-time employees shall receive holiday benefits only for holidays falling within their regularly scheduled work week; and provided further that, except as specifically provided elsewhere in this section, no employee, full-time or part-time, shall receive, in any week in which a holiday occurs, compensation in excess of his or her normal week's pay as a result of the payment of compensation for such holiday. To these ends, this section shall be administered as follows:

Full-Time Employees: (DPW - 40 hours) and (Clerical – 37.5 hours): The employee is entitled to each of the scheduled holidays or the equivalent time off with pay, based on the hourly rate of the employee for the number of hours normally worked on the day of the week on which the holiday falls, or for the number of hours normally worked on the day of the week given as equivalent time off, as the case may be. Clerical Employees who normally work ten (10) hours on Mondays will be compensated ten (10) hours holiday pay when a scheduled holiday falls on a Monday.

Part-Time Employees (minimum 20 hours): The employee is entitled to compensation for those holidays falling within his or her usual work schedule only, as follows:

- a. The number of hours normally scheduled for the day of week on which the holidays falls; or
- b. The number of hours normally scheduled for each week, divided by the number of days normally scheduled to work in each week, whichever is applicable.

Section 3:

When one of the above holidays falls on a Saturday, employees will be given the day off on the preceding Friday. If a holiday falls on a Sunday, employees (other than those in classifications listed at Section 3) will be given the day off on the following Monday.

Whenever a holiday falls on Sunday, it will be observed on the Monday following. Whenever a holiday falls on Saturday or on a full-time employee's day off, holiday time will be scheduled by the Department Head. To be eligible for holiday pay, it is necessary that an employee work his or her full assigned shift on his or her regularly scheduled workday before a holiday, and the next regularly scheduled working day following the holiday, unless the employee has been excused for a legitimate reason by the Department Head.

Section 4:

Vacation, sick time and paid holidays shall be considered as time worked.

ARTICLE XI
VACATIONS

All persons employed regularly by the Town full-time or part-time for a minimum of twenty (20) hours per week shall receive paid vacations according to the following schedule: The part-time compensation formula shall be used to determine the pro-rated part-time employee's vacation day:

After completion of first six (6) months of continuous service:	5 paid days
After completion of ten (10) months continuous service: (2 calendar weeks)	10 paid days
After completion of 5 years continuous service: (3 calendar weeks)	15 paid days
After completion of 6 years continuous service:	16 paid days
After completion of 7 years continuous service:	17 paid days

After completion of 8 years continuous service:	18 paid days
After completion of 9 years continuous service:	19 paid days
After completion of 10 years continuous service: (4 calendar weeks)	20 paid days
After completion of 20 years continuous service: (5 calendar weeks)	25 paid days

Employees shall be eligible to carry five (5) days of all unused vacation to the following year, with the approval of the Town Coordinator/Highway, Water, and Sewer Commissioners and/or the Board of Selectmen.

For Fiscal Year 2010 only, each employee will be granted (3) additional vacation days which cannot be carried into the following fiscal year.

ARTICLE XII

PAID SICK LEAVE

Section 1.

Full-time employees accrue one and one-quarter (1 ¼) day of sick leave per month up to a maximum of fifteen (15) days in any calendar year. Unused sick leave days may be accumulated from year to year up to a maximum accumulation of one hundred twenty (120) days.

Section 2.

Sick leave may only be used for absences due to the employee's own illness or injury, or a family member, under the F.M.L.A. (see Article XIV).

Section 3.

The Town may require that an employee who is absent due to illness or injury for five (5) consecutive days, or for more than five (5) days in any month, provide satisfactory medical verification of illness from the employee's own physician (at the employee's expense). In addition, the Town may require that the employee be examined (at the Town's expense), for the injury or illness that the employee was out for, by a health care professional designated by the Coordinator and/or the Board of Selectmen/Highway, Water and Sewer Commissioners.

Section 4.

Failure to provide requested verification of illness and/or failure to submit to examination by the Town designated professional will result in loss of pay for the period that the employee was absent and will serve as cause for discipline up to and including discharge. Feigning illness/injury and/or other abuse of sick leave will likewise result in loss of pay for the period that the employee was absent and serve as cause for discipline up to and including discharge.

Section 5(a).

The Town will adhere to the requirements of the Workers' Compensation Law, Massachusetts General Laws, Chapter 152.

Section 5(b). Workers' Compensation

It is agreed that pursuant to M.G.L. c.152, Section 69, an employee who is receiving Workers' Compensation payments may draw on any accumulated sick leave that he/she may have to supplement his/her Workers' Compensation payment such that the combination of such payments will result in the payment to the employee of his/her full regular compensation.

It is understood that an employee does accrue up to one (1) year of contractual benefits (e.g. vacation leave, sick leave, holiday pay, personal days, longevity payments, education payments) while he/she is receiving Workers' Compensation.

It shall be the responsibility of the employee to immediately report to his/her supervisor any injury sustained in the course of his/her employment and further that all reports, doctors certificates, and medical records shall be provided to the Town in a timely fashion, in the course of his/her employment.

Section 6. Sick Leave Bank

A sick leave bank has been established for use by eligible members of the bargaining units represented by Laborers Local Union 272. All employees must participate in the sick leave bank. The guidelines are as follows:

1. Maximum number of days allowable in plan will be set at 60.
2. Maximum number of days an employee may put in is set at 3 per fiscal year up to the point that sick bank reaches limit. Each eligible employee shall donate an equal number of days at the start of each fiscal year up to the above limits if the sick bank balance is below maximum. Sick days donated to the bank will not be returnable to the employees other than by decision of the sick bank committee following a sick bank use request.
3. Committee to determine use of bank will be one member of bargaining unit, one member from management and one person agreed to by both parties. In the event both parties are unable to agree on an appointed third member the town coordinator will appoint a member for odd fiscal years and the Union representative/shop steward will appoint a member for even fiscal years. Committee will have full authority to determine award of sick days from the sick bank by a 2/3 majority. All decisions of the committee are final with no right to appeal, reconsideration, or arbitration.
4. In order for employee to draw from sick bank they must have contributed at least one day to the bank during regular start of fiscal year or replenishment event. Accommodation to include new hires at beginning of following fiscal will be the

- responsibility of the committee to establish by temporary lifting sick bank limit or by other means of their choosing.
5. Employees receiving sick bank award must have used all available sick time, vacation time, and have a continuing serious illness preventing them from returning to work.
 6. The total amount of sick time used by a single employee for a single illness event may not exceed 60 days
 7. Days unused at the end of the fiscal year remain in the bank, additional days to be put back to replenish bank will be on a first come basis.
 8. There will be no payout for unused days.

ARTICLE XIII **PERSONAL LEAVE**

Each full-time employee in paid status on July 1 of each year will be allowed to take three (3) personal days during the following calendar year. However, no employee will be permitted to use a personal day until he/she has completed at least ninety (90) days of employment in the bargaining unit. An individual who is hired between January 1 and June 30 will be allowed to take one and one-half (1 ½) personal day upon completing ninety (90) days of employment in the bargaining unit. Said personal day may be used between his/he ninety-first (91st) day of employment and the following June 30th.

ARTICLE XIV **FAMILY AND MEDICAL LEAVE**

The Town agrees to abide by the provisions of the 1993 Family and Medical Leave Act (FMLA). All eligible employees are entitled to up to twelve (12) weeks of unpaid leave for certain family and medical reasons in a one (1) year period. Employees are eligible for FMLA if they have worked for the Town for at least one (1) year and at least for one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months.

Unpaid FMLA leave must be granted for any of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, son, daughter, or parent, who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee's job

In accordance with past practice, the Town allows, at the option of the employee, the use of paid leave time during the FMLA absence including accumulated Sick Leave, Vacation Leave, and Personal Leave. The Town requires all employees applying for an

FMLA leave to notify their Department Head, in writing, thirty (30) days prior to the leave, if possible.

ARTICLE XV **BEREAVEMENT LEAVE**

A full-time employee shall be granted three (3) days leave with pay for the death of his/her, father, mother, step child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, spouse and children.

A full-time employee shall be granted one (1) day with pay for the death of his/her aunt, uncle, niece, nephew, sister-in-law, brother-in-law.

For purposes of the above paragraphs, the day following the day of death shall be considered the first (1st) day of the three (3) day and one (1) day periods. However, in extenuating circumstances, an employee may request the permission of both his/her Department Head and the Town Administrator to delay the first day of the three (3) day or one (1) day period to a later date.

ARTICLE XVI **MILITARY LEAVE**

All military leave shall be granted in accordance with Massachusetts General Laws.

ARTICLE XVII **JURY DUTY**

All persons permanently employed, whether full-time or part-time for a minimum of twenty (20) hours per week, called for jury duty shall be paid by the Town, an amount equal to the difference between the compensation paid for normal working period and the amount paid by the court, excluding allowance for travel, and this will be certified by the Town Clerk or Treasurer upon presentation of the check for monies received for Jury Duty.

ARTICLE XVIII

LONGEVITY

Any member of this unit with twenty (20) years plus one (1) day shall receive \$100.00 compensation for every year worked for the Town not to exceed \$2,000.00.

The incentive shall be paid on the employees anniversary date of hire.

ARTICLE XIX

MILEAGE/TRAVEL ALLOWANCE AND PARKING

Any member of the bargaining unit who is required to use his/her personal automobile on authorized Town business shall be compensated for such use at the I.R.S. rate. In the event that the mileage allowance for any other employee or group of employees in the Town is increased to more than the I.R.S. rate, a similar increase shall become simultaneously effective for those members of the bargaining unit who are required to use their personal automobiles on authorized Town business. Employees may use a Town vehicle, but if one is not available, the employee shall be reimbursed.

Conventions and Seminars: If the Town requires employees to attend conventions and/or seminars as required by the Town, the employee shall be reimbursed 100% of the expenses incurred for tolls, food, and/or sleeping accommodations. It must be approved in advance by the Board of Selectmen and the Highway, Water, and Sewer Commissioners.

ARTICLE XX

OVERTIME

Section 1:

All time worked over forty (40) hours (DPW) or thirty seven and one-half (37.5) hours (Clerical) in any week, shall be paid for at the rate of time and a half (1 ½). For the purpose of computing the forty (40) hours or thirty seven and one-half (37.5) hours, time lost because of sickness, holidays, and/or vacation time shall be considered as time worked.

Section 2.

If an employee works on a listed holiday, he/she will be paid double their regular rate.

There shall be no pyramiding of overtime.

Section 3.

An employee who works in excess of eighteen (18) continuous hours, will be compensated at a rate of double time for those hours in excess of eighteen (18).

Section 4.

An employee working more than eight (8) hours of overtime (emergency service) in a single event shall be provided a meal (cost within reason) the day or the day after the overtime event.

ARTICLE XXI

DISCIPLINE POLICY AND GRIEVANCE PROCEDURE

Items which constitute grounds for disciplinary action against an employee include: chronic absenteeism or tardiness, insubordination or refusal to work, infraction of work and safety rules, threat of physical violence against fellow employees, use of profane language to a supervisor or fellow employee, or offences of comparable gravity or severity.

Upon determination by the Department Head that disciplinary action is warranted, the following procedures shall be implemented for all employees that have successfully completed a six (6) month probationary period.

- STEP 1. 1st offence – verbal warning
- STEP 2. 2nd offense – written warning.
- STEP 3. 3rd offense – A formal written reprimand notifying the employee of a one (1) day suspension and that one (1) further offense shall result in a three (3) day suspension without pay.
- STEP 4. 4th offense – Employee will receive an immediate three (3) day suspension without pay and a written notification that any further offense shall be grounds for dismissal subject to the grievance and arbitration process.

Section 1: Definitions:

“Grievance” – A dispute between an employee and the Town or between the Employees’ Collective Bargaining Representative (ECBR) and the Town as to any of the following:

- a.) The meaning, interpretation, or application of the collective bargaining agreement.

Section 2: Right To Initiate And Prosecute Grievance:

- a.) Nothing in this Agreement shall be interpreted to require the ECBR to prosecute an employee’s grievance if it considers it to be invalid or without merit.
- b.) If at any step of the grievance procedure, the aggrieved employee decides to accept the decision rendered, he may do so. However, the ECBR shall have the right to pursue the matter through the remaining steps.

Section 3: Grievance Procedure:

STEP 1: The facts in dispute and the claim of the grieving party arising there from shall be presented to the Superintendent of the employee's Department within five (5) working days after the occurrence of the events upon which the grievance is based or when such occurrence was brought to the notice of the grieving party. The Superintendent shall give his answer within three (3) working days after the presentation of the grievance.

STEP 2: If the grievance is not satisfactorily settled at Step 1, it shall be submitted in writing by the grieving party, within five (5) working days after the response of the Superintendent was given, or should have been given, to the Department Head. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance. A copy of the grievance and decision of this Step and all subsequent steps will be filed with the Town Coordinator/Highway, Water, and Sewer Commissioners.

STEP 3: If the grievance is not disposed of at Step 2, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Superintendent was given, or should have been given, to the Town Coordinator/Highway, Water, and Sewer Commissioners. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance.

STEP 4: If the grievance is not disposed of at Step 3, it shall be submitted in writing by the grieving party within five (5) working days following receipt of response or date on which response was due by the Board of Selectmen to the Town Coordinator/Highway, Water, and Sewer Commissioners. The Boards shall respond to the grieving party in writing within ten (10) working days, stating what action is to be taken in response to the grievance and the reasons thereof.

STEP 5: If the grievance is not settled at Step 5 or if the Board of Selectmen does not respond within the time limits set in Step 5, then within thirty (30) working days after the expiration of the time limits set out in Step 5, the grievance may be submitted to arbitration with the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of that Association, or to the Mass. Board of Conciliation and Arbitration.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to amend, add to, or alter the provisions of the Agreement, but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement. Expenses, including required travel and other expenses of the Arbitrator, shall be borne equally by the parties.

Section 4: Diligent Handling of Grievance:

- a.) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified at Steps 1 and 2 shall be considered to have been denied and may be advanced to Step 3.
- b.) If both parties agree, grievances may be instituted at a step other than Step 1. The time limitations provided for in the step outlined above shall apply.

Section 5: Miscellaneous:

- a.) All grievances from Step 2 on shall be presented by the grieving party in written form to indicate the foreman and department of the grieving party, the date of the events complained of, a statement detailing the events which cause the grievance, and the remedy sought by the grieving party. All grievances must set forth the specific provision of the contract, by Article and Section, claimed to be violated. Copies of all written grievances and the decisions relating to them shall be filed promptly with the Director of Human Resources.

ARTICLE XXII
HOURS OF WORK

- a. Work Week: Forty (40) hours or thirty seven and one-half (37.5) hours in five (5) days – Monday thru Friday.
- b. One and one-half (1 ½) times the regular rate will be paid for work actually performed in excess of forty (40) hours. For the purpose of this article, the Water & Sewer Administrative Assistant's compensation for monthly board meetings will be calculated at time and one-half (1 ½) the Assistant's rate exclusive of the forty (40) hour rule, with a three (3) hour minimum.
- c. Vacation, holiday, and sick time shall count to the forty (40) hour or thirty seven and one-half (37.5) hour calculation.
- d. Two (2) Fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon, and a thirty (30) minute unpaid lunch and a reasonable amount of clean up time at the end of shift.
- e. The regularly scheduled workweek for Clerical employees covered by this Agreement shall consist of five (5) days, Monday through Friday. A regular workweek shall consist of thirty-seven and one-half (37.5) hours within the workweek of five (5) days. A regular workweek shall consist of:

Mondays: 8:00 a.m. – 7:00 p.m.
 Tuesday-Thursday: 8:00 a.m. – 4:00 p.m.
 Friday: 8:00 a.m. – 1:00 p.m.
 Highway Water, and Wastewater:
 Monday-Friday: 7:00 a.m. – 3:30 p.m.

Highway only 2nd week of May through 2nd week of September, provided there is no undue hardship on the Department with necessary work being done during this time period:

Monday-Thursday: 6:30 a.m. – 4:00 p.m.
 Friday: 6:30 a.m. – 10:30 a.m. with no lunch break

f. Flex Time:

Subject: NEW TOOLS TO HELP EMPLOYEES BALANCE WORK AND FAMILY in order to promote family values and strengthen families.

1. Flex time to include starting work early, or reducing a lunch schedule or work late. Employees regularly scheduled weekly hours (37.5 hours per week) to be maintained.
2. The temporary change or shifting of hours by a Department Head at the request of an employee so as to satisfy the needs of the employee without adversely affecting the effectiveness of the Department.
3. Flextime will be issued by seniority if there are more than one (1) request at the same time.
4. An employee must submit a *Flexible Work Option Request* to the Department Head detailing the employees' current schedule and the flex time hours being requested.
5. Flex time in no way removes any working hours from the Town of Hopedale. It only allows a Department Head the right to shift hours at his/her discretion.
6. Time clocks may be used for calculation of flextime and overtime.
7. An employee must address how the needs of the office (including customers, co-workers and Department Head) will be maintained.
8. Every reasonable request will be given full consideration by the Department Head and every reasonable effort will be made to fulfill the request.
9. Must not result in overtime (with Town Coordinator/Highway, Water, and Sewer Commissioners approval):
 Not earlier than 7:30 a.m. arrival.
 Not later than 8:30 a.m. arrival.
 Not later than 4:30 P.M. departure.
10. For Clerical only in Town Hall.
11. Two (2) week notice unless in cases of emergency.

g. In the event of an officially called school delay opening, the clerical staff will be allowed a paid delay to their start time by an amount equal to the school delayed opening (etc. One (1) hour delay of school equals one (1) hour delay for clerical workers

at their discretion; two (2) hour delay of school equals two (2) hour delay for clerical workers at their discretion). A school cancellation would entitle the clerical staffer to a two (2) hour delay in start time. A clerical staffer will be allowed paid time off for school delays and cancellations of up to six (6) hours per fiscal year.

ARTICLE XXIII **UNION ACTIVITIES**

Section 1:

The Town will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2:

Insofar as the work requirements of the Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. One (1) employee may be absent from work at one (1) time to conduct such Union business.

Section 3:

The Union Steward shall be allowed up to one (1) day per year for Union business, with pay.

ARTICLE XXIV **MISCELLANEOUS**

Section 1:

Workmen's Compensation coverage, life insurance, and pension, shall remain as at present. Employee Medical Insurance contribution rates shall be 30%.

Section 2:

In the interest of safety of employees and the public, and in accordance with the law, where special licenses to operate motor equipment is required, an employee without such license will not be required in any case to operate such equipment.

Section 3:

The Town assumes the responsibility of having available for the use of its Mechanics those tools necessary to perform their duties.

Section 4 :

All job related licenses required in the performance of one's duties shall be paid by the Town upon passing the exam, and all job related renewals shall be paid by the Town.

Section 5: Safety Gear:

a.) The Town shall supply to each employee, rain gear, eye and ear protection, i.e. goggles, etc, protective gloves, shields, respiration filters, atmospheric testing equipment, ventilation equipment, cleaning and disinfection supplies and any other equipment as required by Management or law.

b.) The Town shall supply, once each year, gloves to all employees in the Highway and Water Department (either Spring or Winter gloves). An employee at the discretion of the board of jurisdiction or their designated representative, may be eligible for prescription eyeglass replacement if sufficient evidence is presented indicating the eyeglasses were broken while in performance of his/her duties.

Section 6:

Any operator of a vehicle utilizing a "Wing Plow" for snow removal will be compensated an additional \$1.00 per hour from December 1 to March 31 during hours of actual operation with incrementing in one (1) hour increments.

Section 7:

The Union agrees to biweekly payroll and direct deposit providing all other Town Departments agree.

Section 8:

The Town shall pay a stipend annually for advanced professional licenses held by employees as follows: CDL license - \$500.00, Hoisting license - \$500.00 (employees must hold all three endorsements: Loader, Backhoe, Catch Basin Cleaner), Wastewater license - \$800.00, Water license T and D - \$800.00.

Section 9: On-Call Device:

The Town will no longer provide a Town pad cell phone to employees. The Town will instead provide a \$480.00 per year stipend for the employee for a phone that can be used for both personal and business use. The Department will have the number for this phone as this will be the means of notification for call-backs, etc. It will be the employee's responsibility to have the phone charged and in proper operating condition. (Parties agree this policy will be reviewed on or by June 30, 2015).

ARTICLE XXV
ON-CALL DUTY

When an employee in Highway, Water and Sewer holds the "on-call" duty, he/she shall receive \$125.00 per week from 7:00 a.m. Monday to 7:00 a.m. the following Monday. When called, the employees shall receive a minimum of three (3) hours and time and

one-half (1 ½) their normal rate. Employees that do not respond to an on-call request (2 call within 1 hour) for duty will forfeit their on-call pay for the week unless alternative arrangements have been made with the Department Heads' approval.

ARTICLE XXVI

MANDATORY OVERTIME/RECALL

Section 1. Mandatory Overtime

When the Town requires an employee to work on a Saturday, he/she shall receive a two (2) hour minimum at the rate of time and one-half (1 ½) their regular rate on Saturdays. If required to work on a Sunday, he/she shall receive a two (2) hour minimum at the rate of time and one-half (1 ½) their regular rate, however, if he/she works more than four (4) hours, all time over four (4) hours will be at double time. If an employee is required to work on a holiday, he/she shall receive a three (3) hour minimum at double time. This section shall not apply to snow removal; instead refer to Article XX – Overtime.

Section 2. Call Back

When an employee is called back after his/her normal workday, he/she shall receive a three (3) hour minimum.

ARTICLE XXVII

CLOTHING POLICY

Effective July 1, 2009, all Water/Sewer and Highway employees shall receive an additional \$.36 an hour to their base pay in lieu of the previous annual clothing allowance. Employees hired prior to July 1, 2009, may elect to receive their clothing allowance as a lump sum in July and December of each year.

On January 1, 2011, labor employees will be required to wear logoed clothing. All outer clothing will show the Town of Hopedale logo and the departments name on the left breast and the individuals name on the right breast. All outer clothing, (T-shirts, sweat shirts and coats) will require printing.

The colors and logos will be approved by the department head.

Any individual who reports to work without such approved clothing and logo will be required to leave until such time as he or she has the appropriate clothing. If an employee is required to leave work for the purpose of clothing, the individuals pay will be deducted in thirty (30) minute intervals.

The wearing of shorts will be approved by the department head and will be of the style of tan kaki or jean shorts only. Shorts will not be worn during construction projects and all employees will have work pants available for changing at all times.

Any employee who is required to leave work for this purpose will be subject to disciplinary as outlined in Article XXI.

Each employee of the Water, Sewer and Highway shall be eligible to receive \$200.00 for the purchase of work boots. These boots must be worn at all times on all duty shifts.

ARTICLE XXVIII

WAGES

July 1, 2014 – 2% increase

July 1, 2015 – 2% increase

July 1, 2016 – 2% increase

The Assistant Treasurer acting in his/her capacity as Parking Clerk shall receive a stipend of \$600.00 annually.

ARTICLE XXIX

SAFETY COMMITTEE

A five (5) member Safety Committee shall be created. The Union will designate two (2) of the members of the Union to serve on the Committee and the Selectmen shall choose two (2) supervisory personnel or alternates for like service and both groups can vote for a fifth (5th).

Meetings shall be held every quarter. Three members shall constitute a quorum provided there is at least one member from each side. A clerk shall be chosen by the membership who shall, in addition to keeping the minutes of the meetings, notify the members of the date, time and place of each meeting.

The Committee is empowered to recommend policies, rules and regulations for the improvement of the health and safety of the employees, subject to the approval of the Selectmen and the Highway, Water and Sewer Commissioners. A majority vote shall decide and the recommendations shall be submitted at least within three weeks after approval to the Selectmen and the Highway, Water, and Sewer Commissioners. If a majority cannot agree, then either side may submit a report to the Selectmen for consideration.

ARTICLE XXX
SENIORITY

Length of seniority shall be computed from the date of hire for purposes of benefits accrued under the collective bargaining agreement, including preference in assignment of work, choice of vacation time and the assignment of overtime.

In the event of a transfer, promotion, increase or decrease of the work force and other matters pertaining to employees seniority shall be the date of hire.

A discharged employee who is reinstated through the grievance or arbitration procedure or as a result of an appeal to the American Arbitration Association shall have his/her seniority status made whole upon return to employment.

An employee recalled after a layoff within a two (2) year period shall not lose his/her continuity of service relative to seniority, rate of pay, vacation credit and/or any benefit program.

Seniority shall accrue during an authorized leave of absence for a period of six (6) months provided the employee returns to work immediately following the expiration of said leave.

Seniority shall be the date of hire in the order of hire.

ARTICLE XXXI
TUITION REIMBURSEMENT PROGRAM

A tuition reimbursement program shall be established which shall provide that if an employee and his/her Department Head agree in advance that a particular course of courses of study has or have direct bearing on the employee's current position or the next position to which he/she aspires, and the Department Head or Town Coordinator/Highway, Water, and Sewer Commissioners gives approval in writing, then the Town will reimburse the employee the cost of tuition for the course or courses up to one hundred percent (100%) of said cost, subject to proof of satisfactory completion of the course or courses and subject to the availability of funds in the department's budget.

All classes must be approved by the Department Head/Board of Commissioners. They will give the approval in writing. The institution shall be certified by the State or the Massachusetts Higher Institution of Education.

ARTICLE XXXII
DIRECT DEPOSIT

All members of this bargaining unit must have any and all payments regarding salary, bonus, overtime or any payments regarding compensation to be by direct deposit to a financial institution authorized to conduct business in the Commonwealth of Massachusetts.

ARTICLE XXXIII
PERFORMANCE EVALUATION

There shall be established a Performance Evaluation System for all employees covered by the Agreement, which shall be implemented and administered as follows:

- A. All performance evaluations shall be in writing on the form attached hereto. The performance criteria shall be reasonably related to the employee's job duties.
- B. Evaluations shall be completed by the employee's immediate supervisor and be approved by a supervisor of a higher grade selected by the Town Administrator or his designee.
- C. Formal evaluations shall be completed at least once each year for each employee but no more than twice each year. (Each formal evaluation shall consist of three steps, as set form in D-F below.)
- D. Prior to each evaluation period, the immediate supervisor shall meet with the employee and shall inform the employee of the performance criteria and procedures to be used in evaluating the employee's performance.
- E. At least once during the evaluation period, at or near its midpoint, the employee's supervisor shall meet with the employee to review the employee's program.
- F. At the end of the evaluation period, the supervisor shall meet with the employee to review the results of the evaluation.
- G. The form shall be submitted to the higher level supervisor for the final determination of ratings. The employee shall sign the evaluation and indicate whether he/she agrees or disagrees with it. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.
- H. The evaluation shall be included in the employee's official personnel file.

I. An employee may grieve the evaluation as it relates to the criteria established under Paragraph A above or the final rating of the employee in accordance with Article IV of this agreement. The evaluation shall not be placed in the employee's personnel file pending a final decision on the grievance.

J. An employee who has filed a grievance must elect, following a response from the Town Administrator or his designee to either seek further review under the arbitration procedures contained in this Agreement or the provisions of M.G.L. 31, Sec. 6C. If the employee elects to appeal under Chapter 31, his or her appeal should not be considered untimely because of the filing of the grievance. The election by the employee, acting through the Union, to either arbitration or the Civil Service Commission shall be the forum for review.

TOWN OF HOPEDALE EVALUATION FORM

LAST NAME,	FIRST NAME	INITIAL	DATE DUE
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DEPARTMENT	TITLE
------------	-------

REPORT FOR PERIOD _____ 20 ____ TO _____ 20 ____

Please read instructions and bases for evaluation before completing this form. Check in the appropriate box the manner of performance of each of the following factors that applies to the work of the employee.

- | | <u>S</u> | <u>N</u> | <u>U</u> |
|--|----------|----------|----------|
| 1. Quality of Work | | | |
| 2. Quantity of Work | | | |
| 3. Work Habits | | | |
| 4. Work Attitudes | | | |
| 5. Relationships with Others | | | |
| 6. Personal Qualities | | | |
| 7. Supervisory Ability -
(Rate only if employee
supervises others) | | | |
| 8. Final Rating (based on
above factors) | | | |

KEY: S - Satisfactory, N - Needs to Improve or U - Unsatisfactory.

COMMENTS: Ratings of "N" or "U", must be supported by a statement of the facts. Suggestions to aid employee in improving performance may be made. Comments of special commendation also should be made.

1. Signature of Immediate Supervisor Title Date

2. Signature of Reviewer Title Date

3. Signature of Employee Date

I acknowledge only that this evaluation form has been discussed with me and that I have been provided with a copy of it.

Employee's Signature

BASES FOR THE EVALUATION OF CLASSIFIED SERVICE

1. QUALITY OF WORK

- a. Demonstrates satisfactory knowledge of the job.
- b. Performs work with acceptable accuracy.
- c. Work is neat and presentable.
- d. Is thorough in the work done.

2. QUANTITY OF WORK

- a. Completes work on time.
- b. Does extra work when necessary.

3. WORK HABITS

- a. Is regular in attendance at work.
- b. Observes established working hours.
- c. Carries out tasks in an orderly manner.
- d. Demonstrates the ability to work without immediate supervision.
- e. Complies with instructions and established rules and regulations.

4. WORK ATTITUDES

- a. Tries to improve work techniques.
- b. Accepts new ideas and procedures.
- c. Accepts suggestions and recommendations
- d. Accepts responsibility.

5. RELATIONSHIPS WITH OTHERS

- a. Cooperates with supervisors and fellow workers.

- b. Is courteous.

6. PERSONAL QUALITIES

- a. Demonstrates initiative.
- b. Is adaptable to emergencies and new situations.
- c. Dresses appropriately for the job.

7. SUPERVISORY ABILITY

- a. Demonstrates effective leadership.
- b. Is fair and impartial in relationships with subordinates.
- c. Makes good and timely decisions.
- d. Trains and instructs subordinates effectively.
- e. Plans, schedules and makes assignments appropriately.

ADDITIONAL COMMENTS:

ARTICLE XXXV VALIDITY

If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby. In such event, the parties agree to negotiate in good faith that portion of the Agreement affected.

ARTICLE XXXVI HOUSEKEEPING

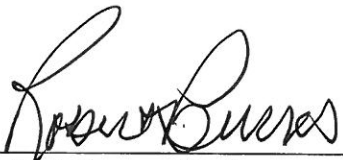
The parties agree to meet and discuss an incentive based benefit for clerical employees. If such a benefit can be agreed to between the parties, an amendment to the contract would identify how such benefit is structured and reimbursed.

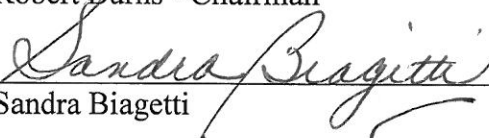
DURATION

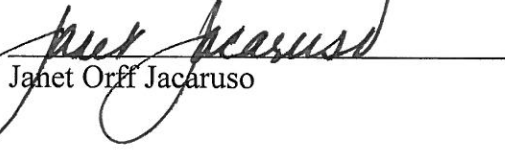
The provisions of this Agreement will be effective July 1, 2014 and will continue and remain in full force and effect through June 30, 2017 and shall be automatically renewed from year to year.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have hereunto set their hands this _____ day of _____, 20__.

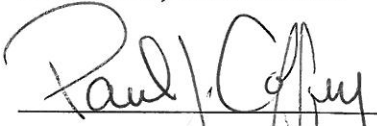

FOR THE TOWN OF HOPEDALE:


Robert Burns - Chairman


Sandra Biagetti


Janet Orff Jacaruso

FOR THE MASSACHUSETTS
LABORERS' DISTRICT
COUNCIL, LOCAL 272

APPENDIX A **FAMILY AND MEDICAL LEAVE ACT**

Under the Family and Medical Leave Act of 1993 (FMLA), eligible employees are entitled to take up to twelve (12) weeks of unpaid, job protected leave during a twelve (12) month period for specified family and medical reasons.

ELIGIBILITY

An employee who has been employed by the Town of Hopedale for at least twelve (12) months and has worked at least 1,250 hours in the Town's service over the previous twelve (12) months is eligible for FMLA leave.

PURPOSES FOR WHICH FMLA LEAVE MAY BE TAKEN

FMLA leave may be taken for the following purposes:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition;
- or
- to take medical leave when the employee is unable to work because of a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within twelve (12) months of the birth or placement.

12 MONTH PERIOD

The twelve (12) month period in which the twelve (12) weeks of FMLA leave may be taken is a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Thus, each time an employee takes FMLA leave the remaining leave entitlement would be any balance of the twelve (12) weeks that has not been used during the immediately preceding twelve (12) months.

For example, if an employee has taken eight (8) weeks of leave during the previous twelve (12) months, an additional four (4) weeks of leave could be taken. If an employee used four (4) weeks beginning February 1, 2002, four (4) weeks beginning June 1, 2002, and four (4) weeks beginning December 1, 2002, the employee would not be entitled to any additional leave until February 1, 2003. However, beginning on February 1, 2003, the employee would be able to take four (4) weeks of leave, on June 1 the employee would be able to take an additional four (4) weeks, etc.

SERIOUS HEALTH CONDITION

As used in the FMLA, the term “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
 - (1) A health condition (including treatment therefore, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - treatment two or more times by or under the supervision of a health care provider; or
 - one treatment by a health care provider with a continuing regimen of treatment; or
 - (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or

- (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
- (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer.) Only supervision by a health care provider is required, rather than active treatment; or
- (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three (3) days if not treated (e.g., chemotherapy or radiation treatments for cancer).

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.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is permissible only with prior approval of the Board of Selectmen.
- 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.

USE OF PAID LEAVE TIME

An employee may choose to use accrued vacation leave or personal leave to cover some or all of the FMLA leave. Also, to the extent that the circumstances of the leave meet the City's usual requirements for the use of sick leave, the employee may elect to use accrued sick leave. For example, an employee whose FMLA leave is due to his/her own "serious health condition" would be able to elect to use accrued sick leave during the FMLA leave. However, an employee whose FMLA leave is for the purpose of caring for his/her sick parent would not be able to use paid sick leave during his/her FMLA leave since under the City's policies sick leave may not be used for family illness.

MAINTENANCE OF HEALTH BENEFITS

During the period that an employee is on FMLA leave the City will maintain its usual contribution toward the premium expense of the health insurance coverage in which the employee is enrolled. The employee will be required to make arrangements with the City Treasurer for paying his/her share of the premium expense during such leave.

NOTICE REQUIREMENTS AND CERTIFICATIONS

Employees seeking to use FMLA leave are required to provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. When the approximate timing of the need to take FMLA leave is not foreseeable, the employee will be expected to provide notice to the City as soon as practicable under the facts and circumstances of the particular case.

The City may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the Town's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the City's operation.

JOB RESTORATION

Upon return from FMLA leave, an employee will be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

FURTHER INFORMATION

The U.S. Department of Labor's Employment Standards Administration, Wage And Hour Division has issued detailed regulations that explain the rights of employees and employers under the FMLA. A copy of these regulations is available at the _____'s office.

MASSACHUSETTS MATERNITY LEAVE ACT

Female employees who have been employed for at least three (3) consecutive months as full-time employees are eligible for maternity leave under the Massachusetts Maternity Leave Act (MMLA). Under the MMLA, an eligible employee may be absent from work for a period not exceeding eight (8) weeks for the purpose of:

1. giving birth; or
2. adopting a child under the age of 18; or
3. adopting a child under the age of 23, if the child is mentally or physically disabled.

Under the Act, the employee must provide the employer with at least two (2) weeks' notice of her anticipated date of departure and intention to return. Upon providing that notice, the employee will be restored to the employee's previous position or a similar position with the same status and pay as the employee enjoyed as of the date of leave-taking.

In most instances, the FMLA will provide an eligible employee with greater rights than the Massachusetts statute. For example, an employee is eligible for up to twelve (12) weeks of leave per year under the FMLA while the Massachusetts maternity statute authorizes only eight (8) weeks of leave. (NOTE: The maximum leave that an employee may take as maternity leave under the two (2) statutes is twelve (12) weeks. The twelve (12) week and eight (8) week periods run concurrently. Thus, an employee cannot claim twelve (12) weeks under the FMLA and an additional eight (8) weeks under the MMLA.)

Maternity leave will normally be unpaid, but an employee will continue to accrue benefits during such leave. An employee will not be required to use accrued paid leave during a maternity leave. A female employee will, however, be permitted to utilize accrued sick leave (if any) for any period during said leave that she is incapacitated from working due to illness. An employee on maternity leave will also be permitted to utilize accrued vacation leave (if any) during the leave period.

APPENDIX B SEXUAL HARASSMENT POLICY

I. Introduction

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

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

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

The Town is concerned with allegations of sexual harassment in the workplace, whether by superiors, coworkers or even non-employees. A copy of this Policy will be given to a new employee at the start of employment and annually to all employees.

II. Definition of Sexual Harassment

- A. In Massachusetts, the legal definition for sexual harassment is this:
"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:
 - 1. submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
 - 2. such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

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

- B. Sexual harassment is not, by definition, limited to prohibited conduct by a male employee toward a female employee. Rather:
 - 1. A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser.
 - 2. The harasser does not have to be the victim's supervisor. [S]he may also be an agent of the supervisor, a supervisory employee who does not supervise the victim, a nonsupervisory employee (coworker), or, in some circumstances, even a non-employee.
 - 3. The victim does not have to be the opposite sex from the harasser.
 - 4. The victim does not have to be the person at whom the unwelcome sexual conduct is directed. [S]he may also be someone who is affected by such conduct when it is directed toward another person. For example, the sexual harassment of one female (or male) employee may create an intimidating, hostile, or offensive working environment for another female (or male) coworker or interfere with the coworker's work performance. The belief that such interference has occurred must be objectively reasonable.
 - 5. Sexual harassment does not depend on the victim's having suffered an injury as a result of the harasser's conduct. For example, improper sexual advances which do not result in the loss of a promotion by the victim or the discharge of the victim may, nonetheless, constitute sexual harassment where they interfere with the victim's work or create a harmful or offensive work environment. The belief that such interference occurred must be objectively reasonable.

III. Examples of Sexual Harassment

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

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

- A. Demanding sexual favors accompanied by overt threats concerning one's job, performance evaluation, promotion, etc.
- B. Engaging in reprisals (not granting promotions, assigning undesirable tasks, making negative statements about the victim's personal or work conduct, etc.), as a result of an individual's refusing to engage in social/sexual behavior.
- C. Contact with any sexual part of a coworker's body (e.g. touching, patting or pinching).
- D. Unwelcome sexual advances - whether they involve physical touching or not.
- E. Touching any nonsexual part of the body (e.g. shoulder, etc.) after that person has verbally or otherwise indicated that such touching is unwanted.
- F. Refusing to take action or to enforce disciplinary measures against a person who has been sexually harassing another staff member or otherwise condoning such behavior.
- G. Inquiries into one's sexual experiences.
- H. Continuing to ask a person to socialize after work when that person has verbally or in writing indicated no interest in such activities.
- I. Displaying sexually suggestive pictures, objects, cartoons or posters.
- J. Subtle pressure for sexual activities; e.g., continuing to write suggestive notes or letters after being informed they are unwelcome.
- K. Verbal harassment or abuse; e.g., referring to or calling a person an endearing, demeaning or sexualized term, or making reference to a person's physical characteristic (e.g., pregnancy) when that person has verbally or in writing indicated to the harasser or the City [s]he does not wish to be addressed or referred to in that manner.
- L. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments.
- M. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess.
- N. Language in another's presence or conduct even if not directed to said individual - once it is known that [s]he objects.

O. Discussion of one's sexual activities.

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

IV. Complaints of Sexual Harassment

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

If you would like to file a complaint you may do so by contacting [name - address - and telephone number of the appropriate individual to whom complaints should be addressed. Such individuals may include: human resources director/manager/legal counsel to organization/or other appropriate supervisory person]. [This person]/[These persons][is/are] also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

V. Sexual Harassment Investigation

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

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

VI. Disciplinary Action

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

VII. State and Federal Remedies

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

1. The United States Equal Employment Opportunity Commission ("EEOC")
1 Congress Street - 10th Floor
Boston, MA 02114
(617) 565-3200
2. The Massachusetts Commission Against Discrimination ("MCAD")

Boston office:	Springfield Office:
One Ashburton Place	424 Dwight Street
Room 601	Room 220
Boston, MA 02108	Springfield, MA 01103
(617) 727-3990	(413) 739-2145