

AGREEMENT
Between the
TOWN OF FREETOWN
And the
FREETOWN EMPLOYEES' ASSOCIATION/
PUBLIC EMPLOYEES LOCAL UNION 272
of the
LABORERS' INTERNATIONAL UNION OF
NORTH AMERICA, AFL-CIO

July 1, 2021 – June 30, 2024

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PREAMBLE

The following contract, effective July 1, 2021 by and between the Town of Freetown (hereinafter called the "Town"), and the Freetown Employees Association/Public Employees Local Union 272 of the Laborers' International Union of North American, AFL-CIO (LIUNA) (hereinafter called the "Association" or "the union"), is designed to maintain and promote the harmonious relationship between the Town of Freetown and the Employees covered by this Contract, in order that more efficient and progressive public service may be rendered.

ARTICLE I RECOGNITION AND BARGAINING UNIT

The Town recognizes the Freetown Employees Association/ Public Employees Local Union 272 of the Laborers' International Union of North American, AFL-CIO (LIUNA) as exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours or other terms and conditions of employment for the employees in the bargaining units hereinafter described.

UNIT A

All full-time and regular part-time clerical and library employees employed by the Town, excluding the Town Administrator, Administrative Assistant, managerial and confidential employees, and all other Town employees.

DEFINITIONS

The definition of regular part-time employees as set forth in Unit A above is defined as follows:

A. Part-Time

A regular part-time employee is defined as an employee who works twenty (20) hours or more per week in the Town service, which has required, or which is likely to require the services of an incumbent in continuous employment for a period of fifty-two (52) calendar weeks per annum. However, an employee who works fifteen (15) but less than twenty (20) hours per week and who has worked for the Town for five (5) years, shall be entitled to certain benefits from the Town as contained in this contract.

B. Temporary

Temporary position, a position in the Town service which requires or is likely to require the services of an incumbent for a period less than fifty-two (52) calendar weeks in continuous employment.

C. Administrative Authority

The Administrative Authority for the Town of Freetown shall be the Board of Selectmen, and the Town Administrator.

It is the intention of the parties that all provisions of this Agreement shall comply with the Fair Labor Standards Act.

ARTICLE II
EMPLOYEES' RIGHTS AND OBLIGATIONS

Section 1. Organizational Activities

Except to the extent that there is contained in this Agreement and express and specific provision to the contrary, employees shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Association; to act in the capacity of Association representative; to engage in other lawful Association and concerted activities for the purpose of collective bargaining or other mutual aid or protection. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion, and from any discrimination, and without regard to tenure, promotion or other conditions of employment. The Association agrees that it shall represent the interest of all employees in the Units covered by this Agreement without discrimination, and without regard to whether or not the employee is a member of the Association.

Section 2. Association Membership

The Town will advise the Association in writing of the name, address, classification and department of each new employee. The Town recognizes the right of any employee to become a member of the Association and will not discourage, discriminate, or in any other way interfere with the rights of any employee to become and remain a member of the Association.

Section 3. No Discrimination

Neither the Town nor the Association will discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin.

Section 4. No Strike Clause

It shall be unlawful for the employee to engage in, induce or encourage any strike, work stoppage or withholding of services by such employees.

Section 5. Labor-Management Meetings

The parties agree that there shall be periodic labor-management meetings (with no less than (1) one per year) scheduled for the purpose of discussing issues of interest for either of them. The parties shall agree on the composition and format of these meetings.

ARTICLE III
RIGHTS OF MANAGEMENT

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively by the Town, including, but not limited to, the rights to manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the schedules and assignment of employees to work; to determine the

qualifications of all jobs; to establish new job classifications, new job duties and new job functions; to require from each employee the efficient utilization of his/her services; to hire, promote, assign, retain, discipline, suspend, demote, and to discharge employees for just cause, to promulgate and enforce reasonable rules and regulations pertaining to operations and employees.

ARTICLE IV ASSOCIATION ACTIVITIES

Section 1. Association Officers

The President or one other officer of the Association will be excused from duty, without pay, when required to conduct Association business that is other than joint meetings with management. Such excused absences will be in periods of half days or whole days unless management determines in a particular case that the employee can be productively employed for a portion of such periods. Association officers shall give management advance notice of not less than seventy-two (72) hours of their desire to be absent to conduct such Association business so that work schedules may be arranged accordingly. In no event will more than two (2) such officers be absent from work to conduct such business at any one time.

Section 2. Joint Meetings

Joint meetings by mutual agreement between representatives of management and the Association shall be, whenever practicable, held outside of regular working hours except when extraordinary circumstances make it necessary to hold such meetings during regular working hours. When such meetings are required by management during working hours, the Association representatives shall be compensated at their regular rates of pay. And in no event will more than two (2) employees from each Unit be absent from work to conduct such business, and they will be paid at the regular rate of pay (straight time)

Section 3. Association Activities

Except as is specifically provided herein by this Article, no Association activities shall be conducted during working hours. The Association meetings may be conducted on a monthly basis only during hours when the majority of employees are not on duty.

With respect to Association members who are on duty during a meeting, they may be called to attend such meeting. In no event, shall more than two (2) employees from the Unit be absent from work to conduct such business. Any excuse from duty under this clause shall be without pay.

Section 4. List of Association Officers

The Association shall furnish the Board of Selectmen with a written list of its local officers and shall promptly notify the Board of Selectmen in writing of any changes thereto. Only such listed officers shall be recognized by the Town for the purpose of joint meetings except that the Association or the Town may, at its discretion, be represented by an Association officer, Town officer and/or their representative counsel.

Section 5. Use of the Bulletin Board

The Town shall permit the use of a bulletin board located in the Public Library, the Department of Public Works and the Town Office Building by the Association for posting of notices concerning Association business and activities, in common with other Town employee organizations that may have such right. The Town will make space available for the Association to put up a bulletin board or designate an area on a bulletin board in the following places: The Library, the Highway Department, and Town Hall. The size of the bulletin board shall not exceed 2 ft. by 3 ft.

ARTICLE V **UNION DUES**

During the life of this Agreement, and in accordance with the terms of the form of authorization of check-off of dues hereinafter set forth, employees shall tender Association membership dues by signing the authorization dues form as show in Exhibit "A". The Town shall send the dues to the Association at the time of the employees' payroll checks are issued.

ARTICLE VI **AGENCY FEE**

Each member of the bargaining unit, who elects not to pay Association dues pursuant to Article V, shall pay to the Association, an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration. The agency service fee, for the duration of this Agreement, shall be paid by the Town from the employee's payroll check at the time the check is issued.

The Association shall indemnify, defend and hold the Employer harmless against any claims made and against any suits instituted against the Employer on account of payroll deduction of the Association dues or the Agency Service Fee. The Association agrees to refund the Employer any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

ARTICLE VII **EMPLOYMENT POLICIES**

Section 1. Work Week

The work week for positions in the classification and compensation plans shall be established and maintained by the Board of Selectmen based on the needs of the Town.

An employee who had their hours reduced shall be reinstated to their normal schedule at their normal rate of pay.

Section 2. Probation

Employees subject to the provisions of the contract and classification and compensation plans, shall at the time of their original appointment, be subject to a period of probation, the normal period of probation shall be (6) six months, provided that the Board acting upon the recommendation of the administrative authority may specify a longer probationary period in individual cases. No probationary period may be reduced to less than six (6) months.

Continuous employment in the service of the Town shall be determined by satisfactory performance of work, which shall be annually evaluated by the administrative authority. The work and conduct of the probationary employees shall be subject to close scrutiny, and if found to be below standards satisfactory to the administrative authority, the employees may be removed or demoted at any time during the probationary period. Such removals or demotions shall not be subject to the review or appeal.

An employee shall be retained beyond the end of the probationary period only if the administrative authority affirms in writing to the Board that the services of the employee have been found to be satisfactory.

Section 3. Evaluations

Every employee shall participate in an annual evaluation process to be performed by the Department Head, with review by the employee and further review by the Town Administrator. This evaluation process shall be subject to review by the union.

All new employees shall receive such a review prior to the end of their probation period.

Section 4. Separation

The tenure of every employee in continuous employment status shall be conditioned on just cause standard of review. Any employee may be temporarily separated by layoff or suspension, or permanently separated by resignation or dismissal.

An employee in continuous service may be dismissed or demoted whenever, in the judgement of the administrative authority, the employee's work or misconduct so warrants. When the administrative authority decides to take such action, he/she shall file with the employee and the Board a written notification containing a statement of the reasons for the action. The employee shall be notified in writing no later than two (2) days before the effective date of the action. The notice shall inform the employee that he/she will be allowed (2) two calendar weeks from the effective date of the action to file a request for a hearing before the Board.

If the employee files a request for a hearing in writing within the prescribed period, the Board shall schedule a hearing within (2) two calendar weeks. At the discretion of the employee, the hearing may be held in a closed session or open to the public.

In conducting a hearing, the proceedings shall be informal, and it shall be assumed that the action complained of was taken in good faith unless proved otherwise.

Providing that no employee will be disciplined, suspended, demoted, discharged or not reappointed annually without just cause or an opportunity for a fair hearing, at which time the employee may be represented by counsel and permitted to cross-examine his/her accuser and to present evidence and witnesses in his/her own behalf. Nothing in this section shall be construed as applying to those employees whose term and appointment are specifically governed by Massachusetts General Laws.

If the Board finds the action of the administrative authority was in apparent violation of this contract, or that the administrative authority failed to follow the proper procedure outlined in the preceding paragraph, the employee shall be reinstated to his/her former position without loss of pay. In all other cases the Board may sustain or modify the action taken by the administrative authority.

An employee may resign his/her position at any time by notifying the administrative authority in writing. An employee resigning in good standing may be eligible for reinstatement within (2) years after the effective date of resignation.

An employee holding a position which is subject to periodic appointment and who has held continuous employment with the Town for three (3) years or more, shall, if he/she is denied reappointment to his/her position, be entitled to a hearing in the same manner as provided by this Section for employees who may be dismissed or demoted.

Whenever there is a lack of work or lack of funds requiring reductions in the number of employees in department or division of the Town service, the required reduction shall be made in such job or class or classes as the Department Head may designate, provided that employees shall be laid off in the inverse order of their relative length and quality of service and determined by rules governing the evaluation of service. Within each affected job class, all temporary employees shall be laid off before any employees in continuous service.

ARTICLE VIII **CONDUCT AND WORK GUIDELINES**

Section 1. Workplace Safety

The Town agrees to furnish any safety equipment or safety apparel required by OSHA, Worker's Compensation or the Massachusetts Department of Labor and Industries. The Town also agrees to provide training whenever new techniques require advanced knowledge pertaining to safety. Management reserves the right to make the final decision on such matters.

The parties agree to establish a Labor/Management Safety Committee comprised of two (2) members of the bargaining unit and two (2) members of Management which shall meet on a quarterly basis at mutually agreeable times. The bargaining unit members designated by the Union to serve on said Committee shall be entitled to attend the meetings without loss of pay.

Section 2. CDL License Holders

Employees holding CDL licenses shall be subject to all Department of Transportation rules and regulations including but not limited to random drug testing pursuant to the Act of 1991 Omnibus Transportation Employee Testing Act.

Section 3. Personal Appearance

The employees will adhere to a professional business-like dress code. Items of clothing that are not appropriate are as follows:

- A. No blue jeans or shorts except where required by outdoor duties or working conditions;
- B. No T-shirts, halter tops or exposed midriffs;
- C. Dresses and skirts must not be shorter than (3) three inches above the center of the knee.

This list is not intended to be all-inclusive. More specificity is included in the Employee Handbook, which handbook shall be subject to union review.

Section 4. Casual Dress

The Town shall allow for casual dress Fridays, subject to establishment of appropriate guidelines. Items of clothing which shall not be allowed for casual dress shall include T-shirts, midriffs, halter tops and cut-off shorts. The list contained in the preceding sentence is not intended to be all-inclusive.

Section 5. CORI Checks

All employees shall be subject to annual CORI checks. Any information obtained through the annual checks is subject to the just cause requirement for discipline under Article 2. All information shall be kept confidential and access to the information will be limited to those individuals who have a need to know only. If an employee is convicted of a criminal offense that employee must notify their Department Head and Town Administration within two business days.

Section 6. Driving Record Checks

All employees shall be subject to annual driving record checks. Any information obtained through the annual checks is subject to the just cause requirement for discipline under Article 2. All information shall be kept confidential and access to the information will be limited to those individuals who have a need to know only. If an employee loses their license for any reason, that employee must notify their Department Head and Town Administration on the next business day.

Section 7. Employee Handbook

The Town intends to establish an Employee Handbook Committee in an effort to develop more uniform policies and procedures regarding union and non-union employees. It is further understood and agreed that said Committee is purely advisory in nature. The Town agrees that a bargaining unit employee designated by the Union will be permitted to participate in and serve on said Committee and that the designated employee may attend meetings of the Committee without loss of pay.

ARTICLE IX
RELATED PAY MATTERS

Section 1. Compensation

A. The wage scales as shown below shall be put into effect on the dates reflected thereon.

To address pay comparability issues, wage adjustments shall be made as set forth in the table below and will be effective July 1, 2021:

Admin/Clerical rates after wage adjustment (eff. 7/1/21)					
Position					
Step	1	2	3	4 (5 yrs.)	5 (10 yrs.)
Asst. Assessor	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Health Agent	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Tax Collector	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Town Accountant	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Town Clerk	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Treasurer	\$ 20.79	\$ 23.25	\$ 25.97	\$ 26.49	\$ 27.28
Asst. Treasurer/Collector	\$ 22.29	\$ 24.75	\$ 27.47	\$ 28.02	\$ 28.86
DA/IM 1	\$ 23.89	\$ 25.07	\$ 25.57	\$ 26.08	\$ 26.86
DA/IM 2 License	\$ 25.07	\$ 26.29	\$ 26.82	\$ 27.36	\$ 28.18
Library Technician	\$ 17.61	\$ 19.80	\$ 20.20	\$ 20.60	\$ 21.22
Payroll Coordinator	\$ 21.54	\$ 24.00	\$ 26.72	\$ 27.25	\$ 28.07
Planning/Land Use Admin	\$ 26.91	\$ 28.52	\$ 30.57	\$ 31.18	\$ 32.12
Planning Technician	\$ 20.58	\$ 23.25	\$ 25.70	\$ 26.21	\$ 27.00
Principal Clerk	\$ 22.07	\$ 23.67	\$ 24.14	\$ 24.62	\$ 25.36
Senior Clerk	\$ 18.45	\$ 19.80	\$ 20.20	\$ 20.60	\$ 21.22
Senior Librarian	\$ 19.95	\$ 22.44	\$ 22.89	\$ 23.35	\$ 24.05
Van Drivers	\$ 14.25	\$ 15.02	\$ 15.32	\$ 15.63	\$ 16.10

Increase base wages by 2% effective 7/1/22 as set forth in chart below.

Admin/Clerical rates after 2% COLA (eff. 7/1/22)					
Position	Freetown				
	1	2	3	4 (5 yrs.)	5 (10 yrs.)
Step					
Asst. Assessor	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Health Agent	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Tax Collector	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Town Accountant	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Town Clerk	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Treasurer	\$ 21.21	\$ 23.72	\$ 26.49	\$ 27.02	\$ 27.83
Asst. Treasurer/Collector	\$ 22.74	\$ 25.25	\$ 28.02	\$ 28.58	\$ 29.44
DA/IM 1	\$ 24.37	\$ 25.57	\$ 26.08	\$ 26.60	\$ 27.40
DA/IM 2 License	\$ 25.57	\$ 26.82	\$ 27.36	\$ 27.91	\$ 28.74
Library Technician	\$ 17.96	\$ 20.20	\$ 20.60	\$ 21.01	\$ 21.64
Programming and Outreach Librarian (added 11/21/22)	\$ 17.96	\$ 20.20	\$ 20.60	\$ 21.01	\$ 21.64
Payroll Coordinator	\$ 21.97	\$ 24.48	\$ 27.25	\$ 27.80	\$ 28.63
Planning/Land Use Admin	\$ 27.45	\$ 29.09	\$ 31.18	\$ 31.80	\$ 32.76
Planning Technician	\$ 20.99	\$ 23.72	\$ 26.21	\$ 26.73	\$ 27.54
Principal Clerk	\$ 22.51	\$ 24.14	\$ 24.62	\$ 25.11	\$ 25.87
Senior Clerk	\$ 18.82	\$ 20.20	\$ 20.60	\$ 21.01	\$ 21.64
Senior Librarian	\$ 20.35	\$ 22.89	\$ 23.35	\$ 23.82	\$ 24.53
Van Drivers	\$ 14.54	\$ 15.32	\$ 15.63	\$ 15.94	\$ 16.42

Increase base wages by 2% effective 7/1/23 as set forth in chart below.

Admin/Clerical rates after 2% COLA (eff. 7/1/23)					
Position	Freetown				
	1	2	3	4 (5 yrs.)	5 (10 yrs.)
Step					
Asst. Assessor	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38

Asst. Health Agent	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38
Asst. Tax Collector	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38
Asst. Town Accountant	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38
Asst. Town Clerk	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38
Asst. Treasurer	\$ 21.63	\$ 24.19	\$ 27.02	\$ 27.56	\$ 28.38
Asst. Treasurer/Collector	\$ 23.19	\$ 25.75	\$ 28.58	\$ 29.15	\$ 30.03
DA/IM 1	\$ 24.86	\$ 26.08	\$ 26.60	\$ 27.13	\$ 27.95
DA/IM 2 License	\$ 26.08	\$ 27.35	\$ 27.90	\$ 28.47	\$ 29.32
Library Technician	\$ 18.32	\$ 20.60	\$ 21.02	\$ 21.43	\$ 22.08
Programming and Outreach Librarian	\$ 18.32	\$ 20.60	\$ 21.02	\$ 21.43	\$ 22.08
Payroll Coordinator	\$ 22.41	\$ 24.97	\$ 27.80	\$ 28.36	\$ 29.20
Planning/Land Use Admin	\$ 28.00	\$ 29.67	\$ 31.81	\$ 32.44	\$ 33.42
Planning Technician	\$ 21.41	\$ 24.19	\$ 26.74	\$ 27.27	\$ 28.09
Principal Clerk	\$ 22.96	\$ 24.63	\$ 25.12	\$ 25.61	\$ 26.38
Senior Clerk	\$ 19.20	\$ 20.60	\$ 21.02	\$ 21.43	\$ 22.08
Senior Librarian	\$ 20.76	\$ 23.35	\$ 23.81	\$ 24.29	\$ 25.02
Van Drivers	\$ 14.83	\$ 15.63	\$ 15.94	\$ 16.26	\$ 16.75

- B. An employee who, upon request of the Town, works in a higher classification, shall receive \$1.00 per hour above his/her rate for all hours so worked.
- C. All new employees will have direct deposit. All current employees agree to direct deposit by July 1, 2010. All pay is issued bi-weekly.
- D. All step increases will now occur on the Anniversary of the employee's promotion NOT their Anniversary Date of Employment. Regardless of what step an employee starts on, they must wait the appropriate amount of years to move to the additional steps.

Section 2. Overtime Compensation

All full-time employees shall be compensated at one and one-half times their base rate for hours worked in excess of forty (40) hours in a given week, inclusive of vacation, holiday, sick and personal time used.

In regard to call back to work situations, Water Department field employees will receive one-and one-half times their base rate, with a four (4) hour minimum.

An employee required by the Town to attend a meeting or otherwise work outside of his/her regular work day will coordinate with their Department Head to schedule an equal amount of time off during the same pay week so that the employee's total hours for that week do not exceed the employee's regular weekly schedule. In those cases where the Department Head determines that the Department's operations would be unreasonably disrupted by modifying the employee's schedule that pay week, the employee will be paid at their regular straight time rate for all hours worked below forty (40). Any hours worked by the employee in excess of forty (40) during that pay week will be paid at an overtime rate as indicated in the first paragraph above, or compensatory time pursuant to the paragraph below.

When attending a meeting outside of his/her regular workday that is less than 2 hours in duration, the employee will be compensated for a minimum of 2 hours either as pay at the employee's regular straight time rate or by adjusting the employee's schedule during the same pay week in accordance with the paragraph above. In those cases where the employee and Department Head have coordinated to adjust the employee's schedule, the difference between the actual length of the meeting and the 2-hour minimum will be accounted for on the employee's timesheet as paid "flex time".

Employees shall be eligible to receive compensatory time at a rate of time and one half in lieu of overtime pay, subject to the following conditions:

- Both the employee and the Department Head must agree to payment in the form of compensatory time in advance.
- Compensatory time may only be received for hours worked in excess of 40 in a given pay week.
- An employee cannot earn more than 40 hours of compensatory time in a fiscal year.
- Utilization of accrued compensatory time is subject to the same usage rules that are applicable to vacation leave (Article X)
- Unused compensatory time cannot be carried over from one fiscal year to another but will be cashed out up to the 40 hour maximum.

Section 3. Longevity

In recognition of their continuous service, employees shall be eligible for a longevity bonus in the applicable amount detailed below:

	July 1, 2021	July 1, 2022	July 1, 2023
5 years	\$675.00	\$675.00	\$675.00
10 years	\$775.00	\$775.00	\$775.00
15 years	\$875.00	\$875.00	\$875.00

20 years	\$1,500.00	\$1,500.00	\$1,500.00
25 years	\$2,500.00	\$2,500.00	\$2,500.00

A part-time employee with five (5) years of continuous employment with the Town who works between fifteen (15) hours and up to twenty (20) hours per week shall receive fifty percent (50%) of the longevity bonus.

Effective July 1, 2018, the early retirement incentive shall be deleted and the longevity amounts shall be increased to the above levels. Employees who were eligible for the early retirement incentive that existed prior to July 1, 2018 shall have the option of either receiving the early retirement incentive under the then current terms and conditions of same and foregoing the 20 year longevity level and any future longevity payments, or to receive the longevity benefits under this provision and foregoing receipt of the early retirement incentive. Once an employee makes his/her election and begins receiving the chosen benefit, the employee's election is non-revocable and he/she shall no longer be eligible for the other benefit.

ARTICLE X
TIME AWAY FROM WORK

Section 1. Vacations

- A. Full Time Employees – A full-time employee commencing employment shall not be granted any vacation leave during the first six (6) months of employment. At six (6) months of employment, a full-time employee will be granted one (1) vacation day for each full month that is remaining in the fiscal year up to a maximum of five (5) days. On the July 1st that follows the employee's six (6) month anniversary a full-time employee shall be granted ten (10) working days' vacation without loss of pay. Thereafter, a full-time employee shall be granted ten (10) working days of vacation without loss of pay per year. After five (5) years of continuous employment, each employee will receive fifteen (15) days' vacation, and after ten (10) years of continuous employment, each employee will receive twenty (20) days' vacation, and after fifteen (15) years of continuous employment, each employee will receive one (1) additional day of vacation for each year worked up to twenty (20) years. Thus, at the completion of twenty (20) years of continuous employment, each employee will receive twenty-five (25) days' vacation. All vacation time shall be taken during the year, and in no instance shall any employee receive pay for more than fifty-two (52) weeks in any one year.

- B. A minimum of one (1) working day shall be required for requests to use single vacation days. For requests to use two (2) to four (4) days of vacation, a minimum of seven (7) calendar days' notice is required. For requests to use five (5) or more vacation days, a minimum of fourteen (14) calendar days' notice is required.

- C. Part-time Employees – A part-time employee in continuous employment during any year shall be granted five (5) working days' vacation to be taken only after the completion of six (6) months employment during that year. Such vacation pay shall be determined and based on the average part-time hourly rate of pay for that position. During the second year, a part-time employee in continuous employment status, after the completion of eighteen (18) months of service, shall be granted ten (10) working days' vacation without loss of pay which shall be based on the average part-time weekly rate of pay for that position. Thereafter, a part-time employee in continuous service shall be granted ten (10) working days' vacation without the loss of pay per year. Said pay shall likewise be based on the average weekly rate of pay for the position. After five (5) years of continuous employment, each employee will receive fifteen (15) working days' vacation and after (10) ten years of continuous employment, each part-time employee will receive twenty (20) days' vacations. All vacation time shall be taken during each year, and in no instance shall any employee receive pay for more than fifty-two (52) weeks in any one year.

A part-time employee with five (5) years of continuous employment, who works between fifteen (15) hours and up to twenty (20) hours per week, shall receive two (2) days' vacation per year. A part-time employee with ten (10) years of continuous employment, who works between fifteen (15) hours and up to twenty (20) hours per week, shall receive four (4) days' vacation per year. A part-time employee with fifteen (15) years of continuous employment, who works between fifteen (15) hours and up to twenty (20) hours per week, shall receive six (6) days' vacation per year.

- D. Scheduling – All vacations must be scheduled, in advance, with the Department Head, and in his/her absence, with the Town Administrator. Requests for vacation must be approved or disapproved within (3) work days of the request, or they shall be deemed to be approved.
- E. Seasonal Employees – An employee in seasonal employment or in other than continuous employment status shall not be entitled to the paid vacation benefits set forth in this Section.
- F. Death of an Employee – Upon the death of an employee who is eligible for vacation under these rules, payment shall be made to the spouse or to the estate of the deceased in the amount equal to the vacation allowance as earned up to the employee's death but which has not been taken.
- G. Termination – Employees who are eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, by retirement, or by entrance into the Armed Forces shall be paid an amount equal to the vacation allowance as accrued but not taken up to such termination of employment.

Section 2. Paid Holidays

The following days shall be recognized as legal holidays within the meaning of this contract, and employees shall be excused from all duty except those of an emergency nature as

determined by the appropriate administrative authority or those required to maintain essential Town services:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	Independence Day

A full-time employee shall be entitled to these designated paid holidays on the following terms:

- A. If paid on an annual basis, he/she shall be granted each holiday without loss of pay.
- B. If paid on an hourly basis, he/she shall receive one day's pay at his/her regular rate based on the number of hours regularly worked on the day on which the designated holiday occurs.

A part-time employee in continuous employment shall be entitled to these designated paid holidays on the following terms:

- A. This benefit shall be limited to employees whose work each year is not less than 1,000 hours. (Based on fifty (50) working weeks each year, it would be a minimum of twenty (20) hours per week)
- B. A part-time employee in employment with the Town for five (5) years who works between fifteen (15) hours and up to twenty (20) hours per week shall receive four (4) paid holidays which are: New Year's Day, Independence Day, Thanksgiving Day and Christmas.
- C. Compensation paid for such holidays shall be equal to the pay received by the part-time employee in continuous service for the average of hours worked per week for the base period divided by five (5). The Base Period shall be the ninety (90) day period immediately preceding the holiday.

An employee in seasonal employment or in other than continuous employment status shall not be entitled to the paid holiday benefits set forth in this section.

In the event that an employee is called to work on a holiday, they shall be paid time and a half.

Section 3. Sick Leave

An employee shall be entitled to leave with pay for illness or accident only, if, when, and, as such leave is earned. In no event shall earned days for illness or accident be construed as additional vacation allowance. In the event of termination of employment for any reason, there shall be no compensation paid by the Town for any day accumulated but not actually used by the employee.

- A. Full Time Employees

A full-time employee shall be entitled to twelve (12) days, of which four (4) can be used as personal days. The personal days may be used the day after, Thanksgiving, Christmas Eve Day, and New Year's Eve Day. Sick leave is to be used for illness or accident. If such leave is not used in any year, then that unused portion may be accumulated for the use in subsequent years. Leave for illness or accident in excess of one hundred (100) days shall be granted only in unusual circumstances and only with the approval of the administrative authority and the Board. Accrued sick leave will be "dumped" up front at the beginning of the year and be credited on the first of July each year. All employees must have worked at least thirty (30) weeks the previous year, if less than thirty (30) weeks, than sick leave shall be prorated based on actual time worked.

Donated sick leave: Employees may, at their discretion, donate some of the accumulated sick leave to another employee in need of additional time. The amount of leave donated, and the method of assuring its appropriate allocation, will be determined by the Department Head and the Town Administrator.

B. Part-Time Employees

A part-time employee in continuous service shall be entitled, in each year, to one (1) day leave with pay, to be used for illness or accident, for each month of continuous employment during that year. After five (5) years of service, part-time (15-20 hours per week) employees will be eligible for three (3) sick days, 1 of which may be used as a personal day; three (3) vacation days; and five (5) holidays. Employees must approach their Department Heads well in advance and request the specific holidays. Department Heads must approve request.

If such leave is not used in any fiscal year, then the unused portion may be accumulated for use in subsequent years, up to a maximum of thirty (30) days' leave. Leave in excess of thirty (30) days shall be subject to the provisions of the preceding paragraph.

C. Unused Sick Leave Reimbursement

The total unused sick leave a full-time employee may accumulate is one hundred (100) days. All sick leave accumulated over one hundred (100) days shall go into an employee's retirement sick leave reimbursement account. At retirement or death, an employee shall be paid for all unused sick leave days in the employee's retirement sick leave reimbursement account up to a maximum amount of sick leave days to be accumulated of one hundred fifty (150) days. The rate of pay of these days shall be one (1) day's pay for every three (3) days so accumulated up to a maximum of fifty (50) days' pay. At the death of an employee, payment shall be made to his/her surviving spouse, if any, or in the absence of a surviving spouse, to his/her estate. In all cases, such leave days shall not include Saturdays, Sundays or Holidays as defined in Section 2 unless the employee has been employed at the Town's Transfer Station. In the event of illness or accident during the employee's vacation period, the vacation duration shall not be increased or altered in any way.

D. Sick Leave – Personal Days

Up to three (3) days of sick leave each year may be utilized in cases of emergency or critical illness in the employee's immediate family or for other personal reasons which require absence

with the approval of the Department Head. Personal leave days may not be taken the day prior to, or the day following any vacation, holiday, holiday weekend, nor may any two (2) personal leave days be taken consecutively except under special circumstances with the approval of the Board of Selectmen.

E. Sick Leave – Doctors Note

Any sick leave of a duration of more than three (3) consecutive workdays, or when the total number of sick time occurrences for an employee exceed five (5) for the fiscal year shall, if the Town so requests, be substantiated by a doctor's certificate at the employee's expense prior to the payment of sick leave. Example: three (3) consecutive sick days would equal one (1) occurrence.

Section 4. Jury Duty

An employee in full-time employment required to serve on the Jury and thus having to be absent from regular duty may upon application, be paid the difference between the compensation received from jury duty and his regular compensation from the Town, upon presentation of an affidavit of jury pay granted.

Section 5. Bereavement Leave

Death in the immediate family. In the event of death in the immediate family, a full-time or continuous part-time employee shall be given necessary time off up to a maximum of three (3) regularly scheduled days without loss of basic pay. Additional days may be given at the discretion of the Department Head or Town Administrator. The Town Administrator must be informed.

Immediate family is understood to mean employee's father, mother, brother, sister, spouse or significant other, children, grandchildren, mother-in-law, father-in-law, grandparent, spouse's grandparent, step parents and step-children. In the event of the death of an employee's aunt, uncle, brother-in-law, sister-in-law, daughter-in-law, and son-in-law, niece and nephew, the employee shall be given one (1) day without loss of basic pay. Payment shall be limited to the time which the employee was scheduled to work, except if a death in the immediate family occurs during a vacation, the days falling within the funeral leave procedure will not be charged to vacation time. To qualify for benefits under this section, an employee shall be obligated to give prompt notice of intended absence to his/her immediate supervisor.

Section 6. Military Leave

Chapter 33 General Laws, previous Section 54, and now Section 59 as accepted by the Town in 1942, which reads as follows "Any person in the service of the Commonwealth, or of a country, city or town, which by vote of its county commissioners or city council or of its inhabitants at a town meeting accepts this section, or has accepted similar provisions of earlier laws, shall be entitled, during the time of his service, in the armed forces of the Commonwealth, under Section 38, 40, 41, 42 or 60 or during his annual tour of duty not to exceeding thirty four (34) days in any state fiscal year and not exceeding seventeen (17) days in any federal fiscal year as a member of

a reserve component of the armed forces of the United States, to receive pay therefore, without loss of his ordinary remuneration as an employee or official of the Commonwealth, or of such county, city or town, and shall also, be entitled to the same leave of absence or vacation pay with pay given to other like employees or officials”

Section 7. Leave with Pay

Leave with pay may be granted to full-time and regular part-time employees in continuous employment for other unavoidable absence from assigned duty as may be determined by the Board. All such leave shall be subject to Board approval.

Section 8. Vacation Time Notification

In addition to the existing time off approval procedures already in place in each department, each employee shall notify the Town Administrator’s office of all vacation, personal, sick or other leaves approved for said employee as far in advance as possible, but no later than the start of the shift from which the employee will be absent.

ARTICLE XI **EMPLOYEES BENEFITS**

Section 1. Health Benefits

A. Group Health

The Town shall continue to pay that portion of the premium for group hospital, medical, surgical and life insurance, under the MIA Group plan or any other group hospital, medical and surgical insurance made available for eligible employees, as is authorized under certain provisions of Chapter 32B of the General Laws of the Commonwealth at the following Town-Employee percentage splits:

HMO 75-25; PPO 65-35

B. Health Insurance Waiver

Any employee qualifying for the Town’s health insurance coverage plan shall have the option to waive health insurance and receive a \$1,200.00 per fiscal year payment (\$100.00 monthly), provided:

- a. The employee chooses not to participate in said plan.
- b. The employee provides the Department Head with written notice of the decision.
- c. The employee’s spouse does not participate in said plan; and
- d. The employee submits to the Department head written documentation of the employee’s alternative family health insurance plan.

An employee shall have the capacity to opt back into health coverage without waiting periods if the employee loses alternative coverage without fault of his/her own. Any employee may opt back in at open enrollment sessions without limitation.

The \$1,200.00 payment shall begin on July 1st of the fiscal year following the employee's submission of his/her written notice to opt out. If an employee enrolls the following year, he/she shall not receive \$1,200.00.

In the event an employee opts back in due to the loss of alternative coverage with or without fault of his/her own, he/she shall pay the Town back any difference.

Section 2. Retirement and Pension Plans

A. Bristol County Retirement Plan

Eligible employees automatically become members of the Bristol County Contributory Retirement Plan and as such are covered by the retirement benefits of this plan.

- B. Laborer's International Union of North America, National (Industrial) Pension Fund.**
Effective July 1, 2001, the Town agrees to contribute \$.06 per hour for each employee covered by this Agreement to the Laborers' International Union of North America, National (Industrial) Pension Fund in a method and format agreed upon by the parties. Effective July 1, 2002, the Town agrees to contribute an additional \$.06 per hour (bringing the total to \$.12 per hour) for each employee covered by Agreement.

Employees who are eligible for the existing early retirement incentive as of July 1, 2018 shall have the option of either receiving the existing early retirement incentive under the current terms and conditions of same and foregoing the twenty (20) year longevity level and any future longevity payments, or to receive the longevity benefits under this provision and foregoing longevity payments, or to receive the longevity benefits under this provision and foregoing receipt of the early retirement incentive. Once an employee makes his/her election and begins received the chosen benefit, the employee's election is non-revocable and he/she shall no longer be eligible for the other benefit.

Section 3. Early Retirement Incentive

Employees who were eligible for the early retirement incentive that existed prior to July 1, 2018 shall have the option of either receiving the early retirement incentive under the then current terms and conditions of same and foregoing the 20 year longevity level and any future longevity payments, or to receive the longevity benefits under this provision and foregoing receipt of the early retirement incentive. Once an employee makes his/her election and begins receiving the chosen benefit, the employee's election is non-revocable and he/she shall no longer be eligible for the other benefit.

Eliminated effective July 1, 2018:

Any employee who will have attained more than twenty (20) years of creditable service with the Town upon retirement shall be eligible to request an early retirement incentive. Eligible employees shall be entitled to choose between the following two (2) early retirement incentive options:

- (A) The employee shall provide the Town with two (2) years' notice of their intent to retire. The employee shall receive a base wage increase of five percent (5%) above any other contractual increase they may be entitled to in each of the two (2) years. The employee shall be required to retire or resign from employment with the Town at the end of this two (2) year period. Failure of the employee to retire or resign at the end of the two (2) year period shall be deemed to be just cause for termination.
- (B) The employee shall provide the Town with three (3) years' notice of their intent to retire. The employee shall receive a base wage increase of five percent (5%) above any other contractual increase they may be entitled to in the first year, and another five percent (5%) increase in the third year. There shall be no increase in the second year. The employee shall be required to retire or resign from employment with the Town at the end of this three (3) year period. Failure of the employee to retire or resign at the end of the three (3) year period shall be deemed to be just cause for termination.

Selection by an employee of Option A or B shall be non-revocable. Notwithstanding this preceding sentence, an employee who has chosen Option B may, due to illness or extraordinary circumstances, request to separate from employment during the second year. In such an event, they shall receive the second five percent (5%) increase during the second year, and shall be required to retire or resign at the end of the second year. Failure to so retire or resign shall be deemed to be just cause for termination.

Section 4. Worker's Compensation Insurance

Eligible employees shall continue to be covered by Workers' Compensation Insurance.

ARTICLE XII **REIMBURSEABLE EXPENSES**

Section 1. Mileage

Employees shall be reimbursed by the Town for use of private vehicles necessary for the official conduct of Town business, at the IRS rate. Such mileage expense reimbursement shall be subject to the approval of the administrative authority.

Section 2. Out-of-Pocket

Out-of-pocket expenses incurred on behalf of the Town shall be reimbursed to the employee subject to the approval of the administrative authority.

Section 3. Tuition

Out-of-pocket tuition expenses in the amount of fifty percent (50%) shall be reimbursed for job related educational courses, upon successful completion or a passing grade of the course, not to exceed one (1) course per year, subject to the prior approval of the Department Head and the Board of Selectmen.

Section 4. Clerical Incentive

The Town shall pay up to two hundred dollars (\$200.00) per year for courses designed to improve the technical and professional office skills of clerical employees. Payment of this incentive is subject to approval of the course(s) by the employee's Department Head.

Section 5. Clothing Allowance

If employees are required by the Town to wear protective clothing or any type of protective device or equipment, such clothing shall be furnished by the Town to protect the employee from illness or injury.

The Town shall provide each full-time Water-Sewer Department field employee with the following uniform:

One (1) three season jacket; Five (5) long sleeve shirts; Five (5) short sleeve shirts; Five (5) pants; and Two (2) sweatshirts.

Employees receiving this uniform shall be required to wear same. The Town shall make arrangements for the cleaning of these uniforms.

All full-time Water-Sewer Department field employees within the bargaining unit shall receive a reimbursement of not more than \$200.00 in each fiscal year for purchase of boots. Each employee receiving such allowance shall submit paid bills to substantiate the purchase of boots. All boots shall be fitted with safety toes.

Any part time employees may receive full, reasonable compensation for footwear and any other personal accessory equipment deemed necessary for the safe performance of the job.

As a condition of employment, uniforms and boots fitted with safety toes shall be worn during working hours. In addition to any disciplinary action that may be taken, an employee who fails to wear the uniform and/or boots shall be directed home for the remainder of the workday and shall forfeit the day's pay.

ARTICLE XIII **SENIORITY**

An employee's length of continuous employment shall be broken down and he/she shall lose his/her seniority if he/she quits his or her employment or is discharged, terminated, or retired, without reinstatement in accordance with the contract.

ARTICLE XIV **VACANCIES AND PROMOTIONS**

All job vacancies will be posted and advertised. It is agreed that the Town will post on department bulletin boards notices of vacancies in both permanent and provisional job postings for a period of not less than seven working days to allow employees of the bargaining unit to make applications for such positions. The Union and all applicants shall be notified of the results of the process.

Employment in the town government shall be based on merit and fitness, free of personal and political consideration, free of discrimination because of age, sex, race, national, or ethnic origins, or religion, and free of discrimination against the physically handicapped.

Appointments, promotions and other actions requiring the application of merit may be based on qualifications, performance, experience and evaluation. In the event qualifications, performance experience and evaluation are equal, seniority, as defined in Article XIII above, shall prevail.

When an employee is promoted within the bargaining unit or transfers into the bargaining unit the employee will be placed at the first pay step in the new position's job grade that will result in an increase of at least 5% in the employee's pay rate over the employee's current pay rate.

High standards of morale shall be maintained by fair and equitable administration of this policy and by every consideration of the rights and interests of all employees consistent with the best interests of the public and the Town.

Continuity of employment with the Town shall be subject to good behavior, the satisfactory performance of work, the necessity for the performance of work and the availability of appropriated funds.

After appointment to a position that requires continuous employment, whether full-time or part-time, a candidate may be required to pass a physical examination satisfactory to the Board. The examination shall be conducted at the expense of the Town. The examining physician shall advise the Board as to whether or not, in his/her professional judgment, the applicant is physically qualified to perform the duties of the position being sought.

Appointment to a position shall be the responsibility of the Board of Selectmen acting as the Personnel Board.

The Town also agrees that the Town will rehire former employees, terminated for financial reasons, if their previously held position is restored within one (1) year of their termination; and if it is not restored but one of a similar kind is established with the Department within one (1) year, such former employees will be given preference in hiring if qualified.

In the event of temporary layoffs of less than one (1) year, employees shall maintain their seniority of the purpose of callbacks or new hiring or rehiring. Any employee who is called back or reemployed under the section shall maintain their former seniority for the purpose of salary scale and benefits under this Contract. Employees shall receive forty-five (45) days' notice of layoff, provided the notice may be less in extraordinary circumstances.

ARTICLE XV GRIEVANCE PROCEDURE

Section 1. Definitions

- A. A "grievance" is a claim based upon and event or condition which affects conditions of employment of an employee or group of employees and/or the interpretation, meaning or

application of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

- B. A “grievance in writing” shall mean a summary of the alleged facts upon which the grievance is based, with a specific reference to the section of this Agreement which is alleged to be affected and the remedy sought, in the format outlined in Appendix A.
- C. An “aggrieved person” is any person covered by this Contract or persons making the claim.
- D. A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- E. The word “employee” shall be any employee covered under the terms of this contract.

Section 2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, prompt and equitable solutions to the problems that may from time to time arise affecting the working conditions of employees. Both parties agree that their proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate superior or Department Head, where the grievance involves action by the Department Head, and having the grievance adjusted is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

Section 3. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. Reference to days shall mean working days when the Town offices are open.

- A. Level One: An employee with a grievance will within ten (10) days of the incident, first discuss it with the Department Head, either directly or through the Association Grievance Committee representative, with the objective of resolving the matter informally.
- B. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance and Level One, or if no decision has been rendered within ten (10) days after the first meeting with the Department Head, the employee may file the grievance in writing with the Chairperson of the Association Grievance Committee within five (5) days after a decision by the Department Head, or fifteen (15) days after the employee first met with the Department Head, whichever is sooner. Within five (5) days after receiving the written grievance, the Chairperson of the Association Grievance Committee may file an appeal in writing with the Board of Selectmen. This written appeal must specify why the Level One grievance decision did not secure a prompt and equitable solution to the grievance. The Board of Selectmen shall hold a hearing and issue a decision within fourteen (14) days of receipt of the appeal.

- C. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) days after he/she has first met with the Board of Selectmen, he/she may, within five (5) days after a decision by the Board of Selectmen or fifteen (15) days after he/she has first met with the Board of Selectmen, whichever is sooner, request in writing the Chairperson of the Association Grievance Committee to submit his/her grievance to arbitration. If the Association Grievance Committee determines that the grievance is meritorious and that submitted to arbitration is in the best interest of the Association, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person with the American Arbitration Association or an agreed-upon Alternative Dispute Resolution Forum or an agreed-upon arbitrator. The function of the arbitrator is to determine the interpretation and application of express and specific provisions of this Agreement. There shall be no right of arbitration to obtain, and no arbitrator shall have any authority or power to award or determine, any change in, medication or alteration of, addition to, or detract from, any of the provisions of the Agreement.
- D. Within ten (10) days after such written notice of submission to arbitration, the Board of Selectmen and the Association Grievance Committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association, by either party. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- E. The arbitrator so selected will confer with representatives of the Board of Selectmen and the Association Grievance Committee and hold hearings promptly and will issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date of final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on issues submitted. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The arbitrator shall confine his/her award exclusively to the interpretation or application of the express terms of the Contract. The award may not add to, detract from, alter, amend or modify any term or provision of this Contract. It shall neither establish nor alter any pay rate or wage structure contained within the Contract.

The arbitrator's award, so long as it is made on the merits of the grievance and is not arbitrary, capricious or in contravention of any applicable statute not superseded by the Contract, will be final and binding on the parties.

- F. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equal to the Town and the Association.

- G. The parties may extend the time frames contained in the grievance procedure upon mutual agreement.

Section 4. Rights of Employees to Representation

- A. No reprisals of any kind will be taken by any elected or appointed member of the Town Government against any party in interest, any member of the Grievance Committee or any other participant in the grievance procedure by reason of such participation.
- B. Any party in interest may be represented at all stages of the grievance procedure by a person of their own choosing, except that the party in interest may not be represented by a representative or an officer of any organization other than the recognized Association. When a party in interest is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Section 5. Miscellaneous

- A. If, in the judgement of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the Department Head directly and the processing of such grievance will be commenced at Level Two. The Grievance Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- B. Decisions rendered at Levels One and Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties of interest and to the Chairperson of the Association Grievance Committee. Decisions rendered at Level Two will be in accordance with the procedures set forth in Section 2, paragraph A.
- C. The Town reserves the right to institute a grievance based on a violation of the Contract, and the same rights of arbitration contained in Level Three of grievance procedure shall be applicable to the Town.

ARTICLE XVI **AGREEMENT DELETIONS**

If any term or provision of this Agreement is, at any time during the duration of this Agreement, adjudged or determined by a court or administrative agency, to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

ARTICLE XVII **DURATION**

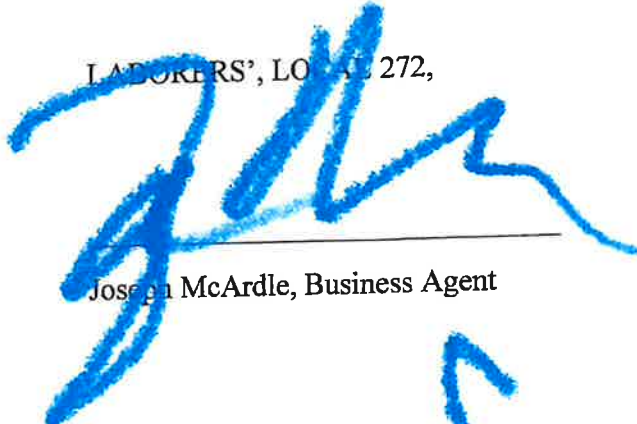
The contract shall remain in full force and effect for a three (3) year period from July 1, 2021, through June 30, 2024.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives on the 9th day of March, 2023.

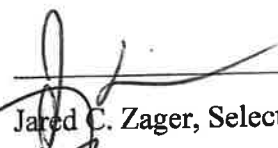
TOWN OF FREETOWN

LABORERS' LOCAL 272,

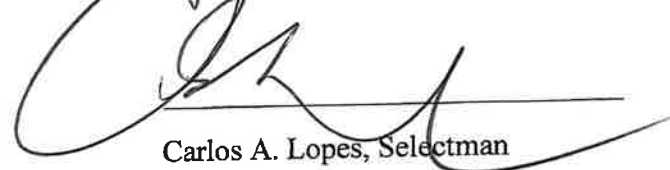
Trevor R. Matthews, Chairman



Joseph McArdle, Business Agent



Jared C. Zager, Selectman



Carlos A. Lopes, Selectman

Appendix A

GRIEVANCE PROCEDURE LABORERS/ LOCAL 272, FREETOWN

Date: _____

Name of Employee Filing Grievance _____ (“Aggrieved Person”)

Person Required to Act or be Acted Upon _____ (“Party in Interest”)

Event or Conditions Affecting Conditions of Employment of Employee or Group of Employees:

Event or Condition Affecting the Interpretation, Meaning or Application of any of the Provisions of the Agreement:

Applicable Provision:

Summary of Alleged Facts:

Remedy Sought:

Exhibit A
 MASSACHUSETTS & NORTHERN NEW ENGLAND LABORERS' DISTRICT COUNCIL
 MASSACHUSETTS PUBLIC EMPLOYEES' COUNCIL
 CHECK-OFF AUTHORIZATION CARD

Employees' Name

 (Print) Last First Middle Initial

I hereby authorize and direct my Employer to deduct from my pay each pay period \$ _____ or monthly \$ _____ as regular dues of Local Union No. _____ of the Laborers' International Union of North America, AGL-CIO, and to remit such amounts to the Secretary-Treasurer of such Local Union for an on my behalf.

This authorization and assignment shall be irrevocable for the period of the existing agreement between my employer and said Local Union, or for one year, whichever is less, and shall automatically renew itself for successive agreement or annual periods, unless I give written notice of my desire to revoke same to the company and to said Local Union at least sixty (60) days, and not more than seventy-five (75) days before the periodic renewal dates of this authorization and assignment.

Social Security No. _____ Date _____

 Signed

MASSACHUSETTS & NORTHERN NEW ENGLAND
 LABORERS' DISTRICT COUNCIL
 Laborers' International Union of North America, AFL-CIO
 7 Laborers' Way, Hopkinton, Massachusetts 01748

NAME _____ SOC SEC NO _____

ADDRESS _____ APT NO. _____

CITY _____ STATE _____ ZIP _____ BOOK NO. _____

Employed at _____ Dept/Job Title _____

I hereby accept membership in the Massachusetts & Northern New England Laborers' District Council of the Laborers' International Union of North America AFL-CIO, or any local union assigned by them, and designate the Massachusetts & Northern New England District Council to act for me as collective bargaining agent in all matters pertaining to conditions of employment. I hereby pledge to abide by the Constitution and By-Laws of the Massachusetts & Northern New England Laborers' District Council on the International Union of North America AFL-CIO.

SIGNED _____ DATE _____

DATE OF BIRTH _____

BENEFICIARY _____

