

**AGREEMENT BETWEEN THE TOWN OF SOUTHAMPTON, MASSACHUSETTS AND  
LOCAL 98 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)**

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July 1, 2015-June 30, 2018

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AGREEMENT MADE AND ENTERED INTO BY THE TOWN OF SOUTHAMPTON, MASSACHUSETTS, HEREINAFTER REFERRED TO AS "THE TOWN" THROUGH ITS REPRESENTATIVE DULY AUTHOURIZED TO ACT FOR SAID TOWN AND LOCAL 98 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS, HERINAFTER REFERRED TO AS "THE UNION" THROUGH ITS REPRESENTATIVE DULY AUTHORIZED TO ACT ON BEHALF OF SAID UNION, HEREBY AGREE AS FOLLOWS:

## PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union; to secure prompt and peaceful disposition of grievances; to prevent interruption of service; to promote the efficient operations of the Town's business and to establish proper standards of wages, hours and working conditions of employment for employees covered by this agreement.

## ARTICLE I

### RECOGNITION

The Town hereby recognizes the Union as the exclusive bargaining agent for all Highway Department employees in positions covered by the certification of the Massachusetts Labor Relations Commission dated November 9, 1999.

## ARTICLE II

### UNION SECURITY

The Town recognizes and acknowledges that the Union is the exclusive representative of all employees in classifications of work covered by this Agreement for the purposes of collective bargaining, as approved by the Massachusetts Labor Relations Commission in **Certification of Representation MCR-4764**

All full-time employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All full-time employees who are hired hereinafter shall become and remain members in good standing of the Union as a condition of employment or on or after the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, whichever is later or, they shall pay an agency fee if they decline membership in the Union.

The Town shall be the judge as to the qualifications of all applicants for the job openings and shall retain the right to reject any applicant, but on filling the job openings shall immediately notify the Union of its selection of the applicant for the job.

## ARTICLE III

### UNION MEMBERSHIP AND DUES DEDUCTION

- A. All employees covered by the certification of the Massachusetts State Labor Relations Commission dated November 9, 1999 (MCR-4764), and employed by the Town on or after this date, shall pay an agency fee to the Union at the end of the recognized probation period of ninety (90) working days, regardless of their election to join the Union or not.
- B. The Town agrees to deduct an agency fee as stipulated by the Union and one percent (1%) of gross wages as Union dues from the pay of the employees who give written authorization to the Town Treasurer for such deductions and to transmit dues collected to the Union Treasurer (who shall be bonded) so long as this authorization is not revoked in writing by the employees.
- C. Deduction of Union dues -and agency fees will be made by the Town from the weekly pay of employees. In the event of that an employee does not have any pay for a particular period, or in the event that an employee does not have sufficient funds after deductions have been made for taxes, social security, pension, garnishments or other deductions authorized by the employee or required by law, then it will be the responsibility of the Union to collect dues directly from the employee.
- D. When an employee is not on the payroll and is returned to said payroll, then the Town will renew its deduction of Union dues, or agency fee so long as the authorization is valid.
- E. The Union shall indemnify, defend and save the Town harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Town in regards to this Article or in reliance upon payroll deduction authorization cards submitted by the Union to the Town.
- F. Remittance of the amount of dues deducted each week shall be made to the Union Treasurer within fifteen (15) working days after the month in which dues are deducted.

## ARTICLE IV

### NON-DISCRIMINATION

It is agreed that there shall be no discrimination against any employee or any applicant for employment by either the Town of Southampton or the Union because of age, race, color, creed, sex, or national origin and that the provisions of this Agreement shall be applied without discrimination to all employees. Any dispute under this Article shall be grievable but shall not be arbitrable.

## ARTICLE V

### MANAGEMENT RIGHTS

Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break

period; hire, suspend, demote, discipline, discharge, transfer or promote; layoff due to lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine standards of proficiency in department skills and physical fitness standards; except where any such rights are expressly and specifically modified or abridged by terms of the Agreement.

Unless an expressly specific provision of the Agreement clearly provides otherwise, the Town, acting through its Board of Selectmen, its Highway Superintendent or designee(s) who may be authorized to act on their behalf, retain all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Highway Department.

By way of example, but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any locations, task vehicle, building, station or facility;
- to determine methods, means and personnel by which the Department's operations are being carried out;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- to transfer, or temporarily reassign for light or restricted duty purposes or for any other reason, or detail employees to other shifts or other duties;
- to determine the equipment to be used and any uniforms or identification to be worn in performance of duty;
- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for the ability to perform work in classes and/or rating, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to establish or modify work schedules and shift schedules and the number and selection of employees to be assigned;
- to take whatever actions may be necessary to carry out its responsibilities in situations involving operational need;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate; and
- to suspend, demote, discharge, or take other disciplinary or corrective action against employees, to require the cooperation of all employees in the performance of their function, and to determine its internal and external security practices.

Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in the Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver of such right. Except as expressly provided by a specific provision of this

Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the Department shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in the Agreement. Accordingly, as to any such matter over which the Agreement is silent, the Town retains the right to make changes without prior consultation with the Union.

It is understood and agreed by the parties hereto that the Town does not have to rely on any collective bargaining agreement with its employees as the source of its rights and management prerogatives, that this agreement does not purport to spell out the job responsibilities and obligations of the employees covered by this agreement, that said responsibilities and obligations are to be determined by the Town except insofar as they may be specifically described, and that the failure or omission by the parties to outline or delineate in this Agreement responsibilities and obligations of employees is not to be relied upon by the latter as evidence of the fact that such obligations or responsibilities do not exist.

## ARTICLE VI

### NO STRIKE, NO LOCKOUT

The Town and the Union subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of work. Therefore, during the life of this Agreement and during continuing negotiations or the statutory impasse proceedings following the expiration of this Agreement, employees shall not strike (withhold services) or engage in sympathy strikes, nor shall the Union encourage or condone any such strike or actions. The Town agrees there will be no lockout of employees during the term of this Agreement or during continuing negotiations following the expiration of the Agreement.

Action taken by the Employer in response to such violation, including termination of health insurance or other insurance, forfeiture of accrued sick leave, vacation leave or seniority, or termination of employment is presumed to be for just cause. In the event of a grievance under this Article, the burden shall be on the grievant to establish that he/she did not participate in a strike.

## ARTICLE VII

### GENERAL PROVISIONS

#### SECTION 1 – RULES OF INTERPRETATION

Words imparting the singular number may extend and be applied to one (1) or more persons. Words imparting the masculine gender shall be deemed to include the feminine gender.



## SECTION 2 – DEFINITIONS

The following definitions shall apply:

- *“Town”* shall mean the Town of Southampton.
- *“Employee”* shall mean an employee of the Town of Southampton in the bargaining unit.
- *“Full-time employee”* shall mean an employee working thirty-seven (37) hours per week or full-time as per department scheduled hours.
- *“Part-time employee”* shall mean an employee working less than a full-time employee, provided however, only part-time employees working a regular set schedule of at least twenty (20) hours per week shall be entitled to sick leave, vacation leave, holiday pay, extended accident and sick plan, bereavement leave, military leave, jury leave, maternity leave, leaves of absence and other benefits on a prorated basis. Part-time employees will be eligible for FMLA and SNLA only if they meet the requisite annual hour’s threshold.
- *“Seasonal employee”* shall mean any employee retained for a fixed period of time NORMALLY not to exceed twelve (12) weeks and shall not be entitled to benefits.
- *“Temporary employee”* shall mean any employee retained for a fixed period of time, NORMALLY not to exceed twelve (12) weeks to replace employees absent for an extended period or under special conditions caused by increased work load and shall not be entitled to benefits, except health benefits as provided for in M.G.L. Chapter 32B, Section 2.
- *“Emergency employee”* shall mean an appointment to a position for a period of time not to exceed two (2) weeks to prevent stoppage of public business that was caused by an emergency as declared by the Board of Selectmen. An emergency employee shall not be entitled to benefits.
- *“Appointing authority”* shall mean any board or official authorized by General Law or otherwise designated to appoint employees.
- *“Department head”* shall mean the officer responsible for supervising a department’s operations and activities. A department head may also be an appointing authority.
- *“Continuous service”* shall mean employment uninterrupted except by authorized leaves.

## ARTICLE VIII

### PERSONNEL RECORDS

In accordance with M.G.L. c. 149, § 52C, an employee who desires to inspect and/or receive a copy of his/her personnel file, shall submit a written request to the Highway Superintendent. Within five (5) business days of receiving the request, the Highway Superintendent shall allow the employee to inspect his/her file in the Superintendent’s presence and/or to receive a copy of the file.

## ARTICLE IX

## PROMOTIONS

If the Town elects to fill a vacancy or create a new position which would be a promotional opportunity for employees in this bargaining unit, the Town will post, in the Highway garage, a written notice of the vacancy stating the job title, principal duties, qualifications, and wages along with a deadline for submitting applications. The Town may also elect to advertise for applicants in a local newspaper and/or any other social media outlets.

All candidates for promotional opportunities must complete an application form and submit it to the appointing authority within the stated deadline. The Town may require a written examination and/or a physical examination and/or an interview as part of the selection process.

The Superintendent shall notify the person selected for promotion and shall post a written notice in the Highway garage identifying the person selected for the promotion.

## ARTICLE X

### ORIENTATION

Appointing authorities or their designee shall; notify the new employee of a date, time and designated location for starting work and if the new employee is subject to provisions of a collective bargaining agreement the employee shall be provided with a copy of such agreement; thoroughly explain all the benefits and options the employee is entitled to and shall assist the employee with the completion of appropriate forms and shall provide the employee with a copy of the personnel rules and regulations; provide on-site training and orientation regarding specific rules, regulations, policies and procedures of the employees assigned department including safety policies and procedures.

## ARTICLE XI

### PROBATIONARY PERIOD

The performance of all new employees must meet acceptable work standards. The probationary period shall be utilized to help new and promoted employees achieve an effective performance level. This policy shall apply to all full-time and part-time employees. Probationary employees shall have no right to access the grievance procedure.

All newly appointed and promoted employees shall be required to successfully complete a probationary period to begin immediately upon the employee's starting date or promotion date and continue for a ninety (90) working day period. The probationary period may be extended by the number of days the employee may be absent from work.

The probationary period shall be used by the appointing authority and/or department head to observe and evaluate the employee's attitude, conduct and work habits. Upon expiration of the probationary period, the appointing authority shall notify the probationary employee in writing that:

- A. the employee's performance meets satisfactory standards and the individual will be retained in the position; or
- B. the employee's performance, due to extenuating circumstances requires additional observation and that the probationary period will be extended an additional period of time not to exceed ninety (90) working days; or
- C. the employee's performance, attitude and conduct was unsatisfactory, and that termination will occur.

A new employee shall serve a probationary period of ninety (90) working days, during which time he/she shall have zero seniority and no seniority rights. At the end of his/her probationary period, his/her seniority shall be computed back to his/her first day of employment.

Upon the successful completion of his/her probationary period, an employee who was previously the participant of a funding/training program (i.e. CETA), for the purpose of calculating seniority for vacation accrual, scheduling and lay off, shall be entitled to include time as a funded employee as time as a Town employee.

## ARTICLE XII

### SECTION 1 – DISCIPLINE AND DISCHARGE

All employees are responsible for observing all rules and regulations established by the Department. An employee, who fails to comply with the rules or regulations of the Department or otherwise engages in improper conduct, will subject himself to disciplinary action. The following, by way of example and not by limitations, shall be sufficient cause for disciplinary action up to and including discharge or termination from employment:

- A. Refusal or failure to perform assigned work or violation of any reasonable order or failure to carry out any reasonable and lawful directions made by a proper supervisor.
- B. Unacceptable attendance including tardiness or absence from duty.
- C. Use or possession of illegal narcotics and/or alcohol or misuse of prescription medication while on duty. An employee who is taking medication shall notify his/her supervisor at the start of the shift if the medication could affect the employee's ability to perform his/her job duties and responsibilities.
- D. Misuse, misappropriation, negligence or destruction of Town property or conversion of Town property into personal use or gain.
- E. Fraud in securing employment.
- F. Disclosure of confidential information.

- G. Abuse of sick leave or absence without leave.
- H. Violation of safety rules, practices and policies.
- I. Engaging in sexual harassment or a violation of the sexual harassment policy.
- J. Falsification of time sheets.
- K. Conviction of a felony.
- L. Any violation of the rules or regulations of the Department.
- M. Any other situation or instance of such seriousness that disciplinary action is warranted. A supervisor may initiate discipline for any of the reasons stated above for any employee employed by the Highway Department.

## SECTION 2 – CORRECTIVE ACTION

The Town recognizes the concept of progressive corrective discipline when, in the Town’s opinion, the offence lends itself to progressive, corrective discipline. However, the Town retains the right to select the appropriate level of discipline to be administered in any given case.

- A. *Oral reprimand* – An oral reprimand shall be presented to the employee with due regard for minimizing embarrassment to the employee and shall state the purpose of the reprimand. A notation shall be made in the employee’s personnel file to confirm when the oral reprimand was given and the reason for the reprimand. The employee shall be given a copy of the documentation of the oral reprimand if he/she requests it.
- B. *Written reprimand* – A written reprimand, stating the reasons for the reprimand, shall be given to the employee with a copy to the Union and the employee’s personnel record.
- C. *Suspension from work without pay* – A written notice of suspension, stating the reasons for the suspension, shall be given to the employee with a copy to the Union and the employee’s personnel file.
- D. *Discharge from employment* – A written notice of discharge, stating the reasons for discharge, shall be given to the employee with a copy to the Union and the employee’s personnel file.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

A *grievance* is defined as a dispute between management and labor involving a misapplication or misinterpretation of a specific provision of this Agreement. It being understood and agreed to that not all grievances are arbitrable.

Failure at any level of this procedure to present a grievance to the next level within the specific time limits shall be deemed to be a waiver of the grievance.

If an employee presents a grievance, they shall be permitted to be heard at each level of the procedure under which the grievance is being considered.

#### LEVEL ONE – SUPERINTENDENT

An employee with a grievance shall present the complaint in writing to the Superintendent (a copy to the Board of Selectmen) within ten (10) days from the day of the event upon which the grievance is based, or within ten (10) days of the employee's first knowledge of the event. The Superintendent shall meet with the employee and the Union Business Agent within seven (7) working days of receipt of the grievance.

#### LEVEL TWO – BOARD OF SELECTMEN

If the grievance has not been resolved to the satisfaction of the employee within ten (10) days of the presentation to the Superintendent, the employee may file a grievance with the Board of Selectmen. The Board of Selectmen shall meet within fourteen (14) days with the employee and the Union Business Agent and the Superintendent. The Board of Selectmen shall issue a decision within fourteen (14) days of the meeting. Employees and management officials shall have the opportunity to testify and present witnesses or evidence to the Level Two Board for consideration.

No record of grievances will be maintained in employee personnel files. Grievances shall be kept in a separate file by the Personnel Policies and Procedures Board and/or the Appointing Authority or its designee.

### ARTICLE XIV

#### ARBITRATION

- A. If the Union is not satisfied with the decision of the Board of Selectmen, the Union has ten (10) calendar days from the receipt of answer from the Board of Selectmen to file for arbitration.
- B. Submission to arbitration is accomplished as follows:
  1. Within the ten (10) calendar days, written notice of intent to arbitrate shall be sent to the Department Head, with one (1) copy to the Chairman of the Board of Selectmen. A copy of the grievance stating the alleged contract violation and requested remedy shall be attached to the notice.
  2. If within fifteen (15) days after the notice of intent for disciplinary matters, or thirty (30) days for contractual matters, the parties have neither settled the grievance nor selected an arbitrator, the Union in writing, shall request the American Arbitration Association (AAA) to administer its selection procedure and the arbitrator shall be selected in accordance therewith. In such case the arbitration shall be conducted under AAA rules.

3. The Union and not any individual employee, may submit a grievance to arbitration.
- C. The following circumstances are specifically defined as nonarbitrable:
1. The exercise by the Town of any of its specifically enumerated functions as set forth in Article V, "Management Rights."
  2. Disputes over the non-discrimination clause, except by mutual agreement to submit to arbitration.
  3. Any case where a complaint has been filed with the Massachusetts Labor Relations Commission.
- D. The decision of the arbitrator shall not be final and binding on both parties and the exclusive remedy in accordance with G. L. c. 150E, § 8. However, nothing herein shall be interpreted as a waiver of any appeal rights the parties may have in accordance with G. L. c. 150C, §§ 10 and 11. The costs of the arbitrator and the meeting room shall be shared equally. Each party shall pay for its representatives and it is understood that the function of the arbitrator shall be only to interpret specific arbitrable provisions of the Agreement.
- E. The arbitrator shall have no power to decide on any issue defined in this Agreement to be non-arbitrable or to add to or subtract from or to modify and extend any of the terms of this Agreement, nor to give effect to any practice not expressly guaranteed by the written language of this Agreement.
- F. The arbitrator shall have the authority to order or deny reinstatement of the employee, with or without back pay, in full or in part as a make-whole remedy.

## ARTICLE XV

### EMPLOYMENT POLICIES AND PRACTICES

#### HOUR OF WORK AND OVERTIME

The normal work week shall be forty (40) hours consisting of five (5), eight (8) hour days.

All employees, shall be scheduled to work over the long-term on shifts and each work shift shall have a regular starting time and quitting time. Employees shall be given reasonable notice of any change in their long term work schedule. The Employer agrees to give the Union reasonable notice of any proposed long term change in scheduled work shifts and an opportunity to discuss the proposed change. The Union shall have the right to take the matter up as a grievance under the grievance procedure.

Short-term shift changes (one to sixty days) can be made by the Employer without prior Union discussion. If the entire Department is not needed to fill these short-term shift changes, they may be filled on a rotating basis to ensure that all employees get an equal opportunity at working a short-term shift change. All hours worked in excess of forty (40) hours per week shall be paid at the overtime rate

of time and one-half of base pay. Vacation time, holiday time, paid personal time and paid sick time shall be counted as time worked for the purpose of computing overtime.

*Night Shift Differential* – Time and one half plus .50 cents per hour for work between 9pm and 6 am.

Overtime work shall be divided as equitably as practical within each division. In order to ensure fairness, where and when operationally practical, overtime hours may be posted.

It is clearly understood that the Town has the right to require Highway Department employees to be called back for overtime or to be held over for overtime and to require employees to report to work on an overtime callback. Failure to cooperate shall be grounds for discipline or discharge. After working sixteen (16) consecutive hours, a Highway Department employee shall be entitled to an eight (8) hour rest period, if so requested by the employee. A rest period of shorter duration for an employee shall be allowed if deemed needed by the Highway Department Superintendent or the appointing authority.

When employee is called into work out of their normal shift, the Town will provide the employee with three (3) hours of work for reporting to work. If an employee is released without working the full three (3) hours, then he/she shall be considered on call for the remainder of the time involved and any subsequent call into work within the original three hour period, shall not be cause for an additional three hours of work or pay.

It is understood and agreed to that there shall be no pyramiding of paid leave time or overtime under any provision of this agreement.

## SENIORITY

For purposes of vacation selection, job posting and bidding; seniority shall mean continuous length of service in the Town. For the purpose of lay-off and recall, seniority shall mean length of service with the Town within each position.

Seniority shall be broken and an employee is considered to have voluntarily quit:

- a) If absent without notifying his/her supervisor's office within three (3) working days or for providing false reasons of leave of absence. It is understood that an employee must notify his/her supervisor's office prior to any absence unless it is not possible for him/her to give such prior notice.
- b) Failure to return to work within three (3) working days after the expiration of a leave of absence.

## STANDARDS OF CONDUCT

Employees are expected to keep in mind that they are public employees and are to conduct themselves in a manner which credits the Town, public officials and fellow employees. Employees must avoid any action which may result in or create the impression of using public office for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting Town business.

## RECEIPT OF GIFTS

Employees are prohibited from soliciting or accepting any gift, gratuity, favor, entertainment, loan or any other item of monetary value from any person who is seeking to obtain business with the Town, or from any person within or outside the Town employment whose interests may be affected by the employee's performance or non-performance of official duties.

## SAFETY

The Town and the Union are very concerned with maintaining a safe working environment. The Town will provide and maintain safe working conditions for all employees. As appropriate, employees will be provided with necessary safety equipment and clothing, except steel-toed shoes. Employees will be required to wear and use safety equipment while undertaking the work for which the equipment is furnished. Department heads and supervisors assume the responsibility for safe working areas and are therefore required to; recommend correction of deficiencies noted in work procedures, facilities, safety clothing or equipment; insure the availability and utilization of appropriate protective clothing and equipment; observe working conditions and field procedures to prevent possible safety hazards; investigate and report all safety rules, operating procedures and safety practices; require the use of personal protective equipment; report unsafe areas, conditions or other safety problems; and report all accidents promptly to their appropriate supervisor.

Should an employee incur an injury or illness resulting from the performance of his/her job, Workers' Compensation, as provided by law, would in most cases provide for medical expenses and compensate the employee for any lost time from work. If such accident occurs, a *Town Accident Report* and a *Standard Form for Employer's First Report of Injury*, and a *Massachusetts Division of Industrial Accident* should be completed and filed immediately. Specific instructions on appropriate procedures as well as copies of these reports can be obtained from the Selectmen's Office. ALL employees shall wear a safety belt while operating ANY Town owned vehicle which comes equipped with seat belts.

One hundred fifty dollars (\$150.00) shall be allowed per employee per fiscal year for approved safety boots.

Employees have a corresponding duty to inspect all vehicles, equipment and protective devices prior to using them and to immediately report any potentially unsafe condition to his/her supervisor. In addition, the employee who finds such a condition shall submit a written report before the end of his/her shift. The Employer will sign the written report and provide a copy of the report to the employee. Written safety reports shall be maintained at the Highway Department.

## SEXUAL HARASSMENT

### INTRODUCTION:



It is the goal of the Town of Southampton 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 of Southampton.

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, 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 the Town has provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town of Southampton 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 will set 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.

**COVERAGE:**

All employees and Town officials, whether elected or appointed, full or part-time, paid or unpaid:

*Definition of sexual harassment:*

In Massachusetts, the legal definition for sexual harassment is this:

“sexual harassment” means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

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

Under these definitions, the following conduct would constitute sexual harassment:

- A. Unwelcome sexual advances – whether they involve physical touching or not;
- B. Direct or implied requests for sexual favors - in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; and
- C. Assault or coerced sexual acts.

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

While it is not possible for the Town of Southampton 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. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life;
- B. Comment on an individual's body, comment about an individual's sexual activity, deficiencies or prowess;
- C. Displaying sexually suggestive objects, pictures or cartoons;
- D. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- E. Inquiries into one's sexual experiences, and discussion of one's sexual activities.

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

***Complaints of sexual harassment:***

If any of our employees believe that they have been subjected to sexual harassment, it is our policy to provide the employee with the right to file a complaint. This may be done in writing or orally.

If you would like to file a complaint, you may do so by contacting any member of the Board of Selectman. Any member of the Board of Selectman is available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process. If you desire, this individual will work with you to find a way of resolving your concerns in an informal manner acceptable to you in manner which would offer you as much privacy and confidentiality as possible.

***Sexual Harassment Investigation:***

When we receive the complaint, we will then investigate the allegation in a fair and expeditious manner. Our investigation will include a private interview with the person filing the complaint and with any witnesses. We will also interview the person alleged to have committed sexual harassment. If our investigation reveals that sexual harassment did occur, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action which could include termination from employment.

When we have completed our investigation, we will inform the person filing the complaint of the results of that investigation.

***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 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.

***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.

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

Boston Office:

One Ashburton Place, Room 601  
Boston, MA 02108  
(617)727-3990

Springfield Office:

424 Dwight Street, Room 220  
Springfield, MA 01103  
(413)739-2145

## ARTICLE XVI

### WAGES

The following across the board increases will be granted to direct hourly wage rate (exclusive of any stipend) of employees who are actively working in the bargaining unit when the contract is ratified by both parties and approved for funding:

Year 1 – 2%

Year 2 – 2%

Year 3 – 2%

Members will receive a one-time step increase of \$0.25 cents/hour, provided that pay amount is as is today, with current stipends included in the amount; all employees shall maintain all licenses currently recorded as a condition of employment.

### Stipends

[Section Removed July 1, 2016 Contract]

### PAYDAY

The Town employees will be paid bi-weekly with retroactive pay raises. Thursday is the normal payday and checks are usually distributed in the morning. Pay checks will reflect payroll deductions mandated by law, including federal income tax, state income tax, Medicare, contributions to the retirement plan

and Union dues or agency fees. In addition, there are optional payroll deductions available such as deferred compensation, health and life insurance.

## EMERGENCY WEATHER CLOSURE

Employee(s) shall receive pay plus ½ time for the hours worked during the hours which Town Hall is closed for emergency weather, from Monday-Thursday from 8:30am-4:00pm ONLY.

## ARTICLE XVII

### GROUP INSURANCE

The Town agrees to offer the same group health, life, disability and dental insurance plans and pay the same premiums as it does for other Town Employees.

The Town will maintain a seventy percent (70%) contribution rate for HMO and PPO for the life of the Agreement and reduce the contribution rate to fifty percent (50%) for indemnity (MHP).

## ARTICLE XVIII

### VACATION LEAVE

Coverage:

Full-time and part-time employees

Full-time employees: Employees shall be credited with vacation at the commencement of each fiscal year (July 1) provided that an employee is employed prior to July 1, in accordance with the following guidelines:

- A. Employee in continuous service shall be granted one (1) week (5 days) of vacation with pay after completion of one (1) year of service but less than two (2) years of continuous service.
- B. Employee in continuous service shall be granted two (2) weeks (10) of vacation with pay after two (2) years of continuous service but less than five (5) years of service.
- C. Employee in continuous service shall be granted three (3) weeks (15 days) of vacation with pay after five (5) years of continuous service but less than twelve (12) years of service.
- D. Employee in continuous service shall be granted four (4) weeks (20 days) of vacation with pay after twelve (12) years of continuous service but less than twenty (20) years of service.
- E. Employee in continuous service shall be granted five (5) weeks (25 days) of vacation with pay after twenty (20) years of continuous service.

- F. An employee with less than one full year of continuous service the following table of months of service vs. earned vacation time will apply:

<u>Months of Continuous Service</u>	<u>Earned Vacation Time (Days)</u>
3	2
6	3
9	4
12	5

- G. Unusual circumstances that fall outside the vacation leave policy will be handled on an individual basis between the Town employee (department head if necessary) and the Personal Policy and Procedures Board.

Part-time employees: Part-time employees shall receive vacation leave on the same basis as full-time employees, provided, however, that such leave shall be pro-rated according to the number of hours or days of work per full-time week which such employee is required to perform.

**Scheduling:**

Vacation must be taken in the fiscal year in which it was earned. Only under extraordinary circumstances and with the advance approval of the Personnel Policy and Procedures Board and the appropriate department head, will exceptions be granted. Vacation carried over is limited to one week and must be taken in the next fiscal year.

**Termination:**

Whenever employment is terminated by dismissal through no fault or delinquency on the part of the employee, or by retirement, or entrance into the military, or by voluntary resignation, the employee shall be paid an amount equal to the vacation allowance as earned and not granted in the vacation year prior to such termination. In addition, payments shall be made for the portion of the vacation allowance earned in the vacation year during which termination occurred up to the time of the employee's separation from the payroll.

**Death:**

Whenever employment is terminated by death, the estate of the deceased shall be paid an amount equal to the vacation allowance accrued in the vacation year prior to the employee's death but which had not been granted. In addition, payment shall be made for that portion of the vacation allowance earned, in any vacation year during which the employee died up to the time of his separation from the payroll.

**Additional days' vacation:**

An employee shall be granted an additional day of vacation, if while on vacation leave a designated holiday occurs.

## ARTICLE XIX

### LEAVES OF ABSENCE

An employee shall submit in writing a request for leave of absence to his/her department head. The request shall state the reason for the leave and the length of time that is requested. The department head shall transmit the request to the appointing authority immediately. The appointing authority shall promptly answer the request.

The Employer may grant a leave of absence without compensation for a period not to exceed three (3) months duration without loss of seniority or benefits and the employee shall be entitled to return to the same position held at the time that the leave was granted. The Employer may, at its discretion, extend a leave of absence for a period of three (3) additional months. Leaves of absence for a period over three (3) months [or six (6) months if extended by the Town] will be considered a break in employment. If rehired, the employee shall have the status of a new employee.

#### A. FMLA LEAVE

Employees who have worked for the Town for at least twelve (12) months and who have worked at least one thousand two hundred fifty (1,250) hours during the year preceding the start of leave shall be eligible for leave in accordance with the Family Medical Leave Act of 1993. Eligible employees may take up to twelve (12) weeks of leave in a fiscal year (July 1 through June 30) for the following purposes:

1. For the birth of the employee's child [within twelve (12) months of birth];
2. To care for the employee's newborn child [within twelve (12) months of birth];
3. To place a child with the employee for adoption or foster care [within twelve (12) months for adoption or placement];
4. To care for the employee's spouse, the employee's parent or the employee's child who is under eighteen (18) years of age, or eighteen (18) years of age or older and is incapable of self-care because of a mental or physical disability provided said spouse, parent or child has a serious health condition;
5. For a serious health condition which renders the employee unable to perform the essential duties of his/her job.

Leave under the first three (3) reasons (1, 2, 3) shall be taken on a full-time, consecutive basis. Leave under the last two (2) reasons cited above (4 or 5) may apply for leave on an intermittent or reduced leave schedule provided the employee submits a written request for the intermittent leave or leave on reduced leave schedule with supporting documentation on the approved leave and medical certification forms indicating that such leave is medically necessary.

Employees desiring to use leave under this Article shall submit a written request for leave with supporting medical documentation on the approved leave and medical certification forms to the Highway Superintendent as far in advance as possible and no less than thirty (30) days before the commencement of the requested leave whenever the need for such leave is foreseeable. If the need for such leave is not foreseeable at least thirty (30) days before the scheduled leave, the employee shall

notify the Highway Superintendent and submit his/her written leave request with supporting documentation on the approved forms as soon as possible upon learning of the need for the leave.

Employees must first use any earned time-off with pay [e.g. vacation time, personal time, holiday time, compensatory time and sick time (where the employee is unable to work because of his/her own serious health condition)], upon commencement of the leave. After the expiration of all applicable earned time, the remainder of the leave shall be without pay. The Town shall continue to pay its contribution towards the employee's group health insurance premium provided the employee makes timely payments of his/her share of the premium. Such obligation to continue paying the Town's portion of the group health insurance premium shall terminate if the employee fails to make timely payments of his/her share of the premium or the employee indicates that he/she will not return to work for the Highway Department, or the employee is terminated for remaining absent after the expiration of the approved leave period or such termination is otherwise proper under Family Medical Leave Act of 1993. Employees shall be entitled to whatever benefits they had earned as of the date of the leave (and not exhausted thereafter), but employees shall not accrue vacation time, sick time, personal time or other benefits (except seniority) while out on leave.

Failure to return to work at the end of an approved period of leave shall constitute a voluntary quit by the employee.

#### B. MATERNITY LEAVE

***COVERAGE:***

Full-time and part-time employees who have successfully completed the required probationary period.

***REGULATION:***

Maternity leave of absence with seventy-five (75) percent of pay shall be granted to an employee for a period not to exceed eight (8) weeks for the purpose of giving birth of a child. The employee shall notify the appointing authority at least two weeks prior to the anticipated date of departure and of the intention to return. The employee shall be restored to the same or similar position with the same status, pay, and seniority, as of the date of the leave. If the employee's physician specifies in writing that an extended period of absence is necessary, the employee may be eligible for leave with pay in accordance with the extended accident and sickness plan. In all other cases, the Town shall conform to Federal parental leave guidelines.

#### C. SICK LEAVE

***COVERAGE:***

Full-time employees and part-time employees.

Full-time Employees: At the commencement of each fiscal year, each employee, having six (6) months of continuous service, shall be credited with five (5) days of sick leave. Employees with less than six (6) months of continuous service shall be provided sick leave in accordance with the following schedule:

<u>Months of Continuous Service</u>	<u>Days Allowed</u>
0-1	0 days
1-2	1 day
2-3	2 days
3-4	3 days
4-5	4 days
5-6	5 days

Part-time employees (regular set schedule of at least 20 hours per week): Part-time employees shall receive sick leave on the same basis as full-time employees, provided, however, that such leave shall be pro-rated according to the number of hours or days of work per full-time week which such employee is required to-perform.

*NON-ACCUMULATION:* Sick leave shall not accumulate from year to year.

*USE OF SICK TIME:* Sick leave shall be granted to an employee only when the employee is incapacitated from performance of duties by personal sickness, injury or quarantine by public health authorities. Injury, illness, or disability, self-imposed or resulting from the use of alcohol or drugs, may not be considered proper claim for leave under this section.

*NOTIFICATION:* Sick leave will commence on the date and time that notification of the employee's sickness, injury or quarantining is given to the department head by the employee or the employee's family or physician. Notification shall be made to the employee's supervisor, if possible, prior to starting time but not later than one hour after starting time.

*Certification of illness:* A department head may request a physician's certification of illness after any illness or a series of repeated absences during the year.

#### D. FUNERAL LEAVE

*COVERAGE:* All full-time employees and part-time employees.

*REGULATION:* Funeral leave of up to three (3) days may be granted for a death in the employee's immediate family. Immediate family is intended to include: wife, husband, mother, father, child, brother, sister, mother-in-law, father-in-law or grandparents. Step family including parents, brothers, sisters and children. Funeral leave may be given in unusual circumstances at the discretion of a department head. Compensation shall be limited only to time lost from the employee's normal straight time schedule.

#### E. MILITARY LEAVE

*COVERAGE:* Full-time employees and part-time employees.

*REGULATION:* Employees called for temporary summer or like period of training in the military forces of the nation or Commonwealth shall be paid for a period of up to thirty (30) days, an amount equal to the difference between an employee's normal straight time compensation and the amount received for such service, upon presentation of evidence of the amount paid for military training. Employees shall remain entitled to vacation leave. At



the option of the employee, military leave may be taken as vacation, and the employee will then be eligible to receive full vacation pay.

#### F. JURY LEAVE

Employees called for jury duty shall be paid by the Town at the employee's regular hourly rate for the hours served, excluding travel time. If the employee receives any compensation for the Commonwealth or the Federal Government for jury service, the employee shall immediately submit the compensation to the Town Treasurer. However, the employee may retain any meal or travel expense received for jury service.

#### G. LONG TERM DISABILITY

The purpose of this plan is to provide Town employees with a weekly income in the event that an employee is unable to work because of a sickness or a non-occupational accident. All REGULAR full-time and REGULAR part-time employees are eligible for this benefit, provided they have completed six (6) months of continuous service. At any time after an employee has been absent from work for six (6) months, the Department Head shall have the right to decide whether or not to terminate the employee's employment. The employee shall have the right to appeal to the Board of Selectman.

## ARTICLE XX

### HOLIDAYS

**COVERAGE:** Full-time and part-time employees.

**RECOGNIZED HOLIDAYS:** The following holidays shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts, and on these days' employees, without loss of pay, shall be excused from all duty except in the cases where the appointing authority determines that the employees is required to maintain essential Town services:

- New Year's Day
- Martin Luther King Day
- President's Day
- Patriot's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

**TERMS OF HOLIDAY PAY:** Holiday pay shall be granted as follows:

- A. An employee paid on an hourly basis shall receive one day's pay at the regular rate of the employee based on the number of hours regularly scheduled on the day on which the designated holiday occurs; and
- B. Holiday pay shall be granted to an employee provided that the employee shall have worked on the employee's last scheduled working day prior to the designated holiday and the next regularly scheduled working day following such holiday, or was in full pay status on such preceding and following days in accordance with other provisions of the regulations, or was appropriately excused.
- C. Double time for New Year's Eve and New Year's Day, Thanksgiving and Christmas Eve and Christmas Day if called into work.

## ARTICLE XXI

### PERSONAL DAYS

All full-time employees shall be granted four (4) personal days per year, upon request and with the approval of the department head, for the purpose of conducting important personal business that cannot be handled or scheduled other than during the employee's working hours.

## ARTICLE XXII

### EDUCATION CLAUSE

Attending and successfully completing a certification or degree program, as approved by the Highway Superintendent, will be paid for by the Town. All such courses or programs must be pre-approved by the Highway Superintendent.

Schooling, training and seminar opportunities will be posted so that interested individuals can apply. The Highway Superintendent or his designee will have sole discretion as to determining who will go to such schooling, training or seminars.

## ARTICLE XXIII

### RESIGNATIONS

Employees wishing to resign from their position in the Town should provide a written notice of resignation to the Town Clerk, the appropriate supervisor or the department head, stating the date and reason(s) for leaving. Resignations must be submitted in writing, fourteen (14) days prior to the date of leaving.

## ARTICLE XXIV

### LAYOFF AND RECALL

In the event of a layoff within any job position covered by this Agreement, the order of layoff within such position shall be as follows:

- A. temporary and probationary employees will be laid off before permanent employees; and
- B. permanent employees will be laid off by reverse seniority within the position.

An employee who is laid-off from his/her position, in lieu of layoff, may bump a junior employee with the least seniority in a lower position in which he/she has previously worked in the bargaining unit and is qualified to work, or in which the Town, in its sole, non-arbitrable judgment, judges the employee qualified to perform, even if he/she has not previously worked therein and shall receive the pay rate of the position bumped into.

Employees shall retain recall rights on a recall list for not more than one (1) year or until refusal of a job offer within the position from which he/she was laid off, whichever comes first.

Employees shall be recalled to their position in reverse order of layoff. The Town may recall, but shall not be obligated to recall an employee to a position within the bargaining unit which the Town, in its sole, non-arbitrable judgment, judges the employee qualified to perform. When more than one (1) employee out of the position is considered qualified for such recall, the recall shall be offered to the employee in order of seniority. Seniority shall not accrue for time spent on the recall list.

In the event of a layoff of a foreman, the foreman may bump down into this bargaining unit (Unit A). If a foreman bumps down, he/she shall bump the least senior employee in the position for which he/she has the qualifications (as determined by the Town) and seniority to bump into. In such an event, the foreman shall receive the pay rate of the position he/she bumps into and shall retain his/her seniority for the purposes of vacation and longevity.

In the event the foreman's bargaining unit is reduced to a single employee, the Town will, subject to funding, appoint a temporary foreman for evaluation by the Superintendent for a three (3) month period. During that three (3) month period, the Town and Union will discuss the issue of the foremen's bargaining unit.

## ARTICLE XXV

### SHOP STEWARD

One of the employees will be elected shop steward by the Union to attend to the interest of the Union. The Town will be furnished the name of the steward immediately after his/her designation and the Union shall notify the Town of any change.

In the event it is necessary to investigate or process a grievance during working hours, the Steward may be granted reasonable time off with pay, at the discretion of the Town.

The Parties agree that they will try to process and settle all grievances as quickly as possible.

## ARTICLE XXVI

### MISCELLANEOUS

#### Access To Premises:

The Town agrees to permit representatives of the International Union of Operating Engineers, Local 98 to enter the premises at reasonable times for individual discussion of working conditions with employees, provided such Representatives notify the Town and obtain approval prior to their arrival, and do not interfere with the performance of duties assigned to the employees.

**Meal Breaks:** There shall be a thirty (30) minute paid meal break daily. Any abuse of break time shall be subject an employee to disciplinary action.

## ARTICLE XXVII

### SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or by any legislative enactment, neither such decision nor legislative enactment shall invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions, not so declared invalid, shall remain in full force and effect.

## ARTICLE XXVIII

### RELATIONSHIP OF CONTRACT TO OTHER TOWN DOCUMENTS

In case a specific provision of this Agreement conflicts with a provision of the Town's Personnel Rules and Regulations Bylaw, the Agreement will prevail.

## ARTICLE XXIX

### DRUG AND ALCOHOL POLICY

The Parties recognize the problems which drug abuse have created in the work place and the need to develop drug abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug free environment, the Town may require applicants or employees to undergo drug screening. The Parties agree that if a drug screening program is implemented by an individual Employer, the following items have been agreed upon by Labor and Management:

- A. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics or other unlawful substance is absolutely prohibited while employees are on the Employer's job premises or while working on any site in connection with work performed under the applicable Agreement.
- B. All applicants or newly hired employees will undergo a drug screen at a facility agreed upon by the Employer and the Union.
- C. The Employer agrees to pay each applicant or employee who takes and passes the drug screen for all time it takes to undergo the drug screen up to a maximum of two hours travel time plus lab time. This paragraph shall not apply to applicants who have worked for the Employer within the prior eighteen (18) months of the date of application for reemployment.
- D. Applicants not passing the drug screening will not be placed on the Employer's payroll or receive any compensation. Employees not passing the drug screen will be removed from the Employer's payroll. The Employer agrees to pay the cost for administering the drug screen.
- E. The Employer may require that an employee be tested for drugs where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Observation must be made by at least two (2) persons, one (1) of whom may be a union employee. This provision shall be applied in a non-discriminatory manner. Supervisors will administer the program in a fair and confidential manner. The results of the test shall not be made known to any person other than the employee and the employee's supervisor or other authorized Employer's representative. For employees who refuse to take a test where prerequisites set forth in this paragraph have been met, there will be a rebuttable presumption that the test result would have been positive for an unlawful substance.
- F. An Employer may require that an employee who contributed to an accident be tested for drugs where the Employer has reasonable cause to believe that the accident resulted in from drug usage.
- G. It is understood that the unsafe use of prescribed medication or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for removal.
- H. A sufficient amount of sample shall be taken to allow for an initial test and a confirmation test. The initial test will be Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before final action can be taken against the employee or applicant. The Parties recognize that in most cases, the Employer will not be aware of any positive results arising from the initial test until after the results of the confirmation tests are made known; however, should the employee be suspended based on the initial test result and the confirmation test indicates that the initial test was erroneous and the confirmation test is negative, the employee shall be reinstated with all lost earnings.
- I. Present employees, if tested positive, shall have the prerogative for a rehabilitation program at the employee's expense. When such a program has been successfully completed, the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he or she shall be reinstated.

- J. Any dispute which arises under this drug policy shall be submitted to the grievance and arbitration procedure set forth in the Agreement.
- K. In the event of an individual Employer is required, as a condition of the contract award, to abide by the terms and conditions of the owner's drug policy, the Employer will notify the interested Unions, in writing prior to implementing such policy.
- L. The establishment or operation of this policy shall not curtail any right of an employee found in any law, rule or regulation. Should any part of this policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the policy shall be unaffected and the parties shall enter negotiations to replace the affected provision.
- M. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits or liabilities that may arise solely out of the Employer's application of the Substance Abuse Program.
- N. This policy will become effective July 1, 2003.

## DRUG-FREE WORKPLACE POLICY

In accordance with the mandates of the Federal Drug-Free Workplace Act of 1988, as amended, the parties agree as follows:

The Employer is committed to maintaining a drug and alcohol free workplace throughout the Highway Department. Drug and alcohol use in the workplace have a tremendous cost in terms of lost time from work, apathy, inferior performance, and danger to the health, safety and well-being of the employee, fellow employees and the general public.

The manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol on any Town property is prohibited. All employees are required to remain free of the influence of alcohol or any illegal drug at all times while working and/or on the Town's property or while operating Town vehicles.

Any employee who is convicted of any criminal drug violation must notify the Highway Superintendent in writing within five (5) days of any conviction, guilty plea or no contest plea.

Any employee properly using a controlled substance or a substance containing alcohol for medicinal purposes as prescribed by his/her licensed attending physician shall notify his/her supervisor and the Highway Superintendent of same prior to commencing his/her duties if the substance might possibly adversely affect the employee's performance or alertness.

Nothing in this Article shall preclude authorized Department employees from assisting the Police Department in the lawful destruction of alcohol or controlled substances.

## ALCOHOL & DRUG POLICY

All employees must remain free of the influence of drugs and alcohol during working hours, while on Town property and while operating Town vehicles. No employee may violate any of the prohibitions on alcohol or controlled substances set forth in the Omnibus Transportation Employee Testing Act of 1991, as amended, or the United States Department of Transportation regulations. All employees shall submit to drug and alcohol testing on a random, for cause and post-accident basis. If an employee has an alcohol concentration of 0.02 or greater, or tests positive on a drug test, the employee is subject to immediate discharge. The employee tests positive on a random drug test and has not engaged in any other misconduct, the employee may elect, on a one (1) time only basis, to be suspended without pay for up to ten (10) working days (as determined by the Superintendent or his designee), in lieu of discharge, and be given a leave of absence to seek substance abuse treatment. An employee, who obtains approval for a leave of absence for substance abuse treatment, shall utilize accrued sick leave provided the employee is disabled from working as a result of his/her substance abuse condition and provided the employee submits satisfactory medical documentation to substantiate his/her disability. The Town may also require the employee to utilize any other accrued time to cover any time not covered by sick leave. If the employee to utilize any other accrued time to cover any time not covered by sick leave. If the employee so elects and successful completes the rehabilitation program, the employee shall be considered to have been given a last and final opportunity to correct his/her improper conduct. Any further misconduct within a twelve (12) month period of actual work would subject the employee to immediate discharge.

Any employee refusing to immediately take a drug or alcohol test when directed to or provides a diluted or tainted sample will be considered the same as testing positive and will be subject to immediate discharge.

ARTICLE XXX

DURATION

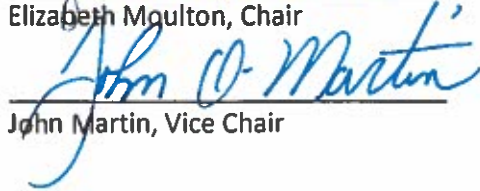
This agreement shall be effective on July 1, 2015 and shall expire on June 30, 2018, but if neither party or this Agreement gives notice in writing to the other party on or before January 1<sup>st</sup> that they desire a change, then this Agreement will continue in effect for one (1) additional year and so on each year thereafter unless on or before January 1<sup>st</sup> in any year thereafter either party gives notice in writing of its intention to terminate, alter or amend this Agreement. Dated this 19th April 2016

TOWN OF SOUTHAMPTON

LOCAL 98 OF THE INTERNATIONAL

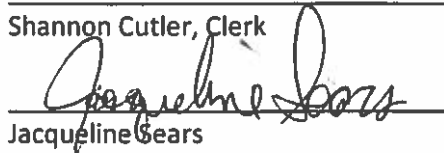


Elizabeth Moulton, Chair



John Martin, Vice Chair

Shannon Cutler, Clerk



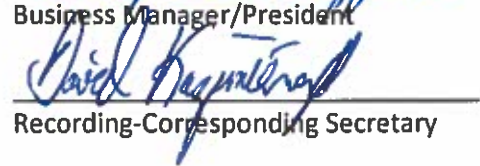
Jacqueline Sears



Charles Kaniecki



Business Manager/President



Recording-Corresponding Secretary