

AGREEMENT

between

THE TOWN OF GREENFIELD

and

SALARY SCHEDULE EMPLOYEES ASSOCIATION  
(SSEA)

July 1, 2014 through June 30, 2017

**TABLE OF CONTENTS**

*(By Article)*

Fix Page #'s accordingly

	<b><u>Page</u></b>
AGREEMENT .....	4
PREAMBLE .....	4
ARTICLE 1 Recognition and Rights.....	4
ARTICLE 2 No Discrimination .....	6
ARTICLE 3 Maintenance of Membership .....	6
ARTICLE 4 Hours of Work .....	7
ARTICLE 5 Overtime .....	8
ARTICLE 6 Compensatory Time.....	9
ARTICLE 7 Holidays .....	9
ARTICLE 8 Vacation Leave .....	10
ARTICLE 9 Sick Leave .....	11
ARTICLE 10 Family and Medical Leave .....	13
ARTICLE 11 Military Leave .....	13
ARTICLE 12 Jury Duty Leave.....	14
ARTICLE 13 Bereavement Leave .....	14
ARTICLE 14 Personal Leave.....	15
ARTICLE 15 Other Leaves of Absence.....	15
ARTICLE 16 Professional Enhancement Bylaw .....	16
ARTICLE 17 Grievance Procedure.....	16
ARTICLE 18 Insurance.....	18
ARTICLE 19 Pension.....	19
ARTICLE 20 Seniority.....	19
ARTICLE 21 Layoff, Rehire and Transfer.....	19
ARTICLE 22 Wages .....	20
ARTICLE 23 Employee Rights.....	21
ARTICLE 24 Job Descriptions and Vacancies .....	21
ARTICLE 25 Notices and Facilities.....	21
ARTICLE 26 Strikes and Lockouts.....	22
ARTICLE 27 Safety .....	22
ARTICLE 28 Intergovernmental Benefit Recognition.....	22
ARTICLE 29 Review and Adjustment of Positions.....	23
ARTICLE 30 Charter Officials .....	23
ARTICLE 31 Substance Abuse Policy.....	24
ARTICLE 32 Miscellaneous .....	25
ARTICLE 33 Duration .....	27
APPENDIX A List of Positions Included in the Bargaining Unit .....	28
APPENDIX B Checkoff Authorization .....	30
APPENDIX C S Salary Schedule .....	31
APPENDIX D Memorandum of Agreement .....	34
APPENDIX E Redline Employees .....	36
APPENDIX F Substance Abuse Procedure.....	37
APPENDIX G Memorandum of Agreement – Impact Bargaining Process.....	41

APPENDIX H	Re-openers.....	42
APPENDIX I	LTD Proposal.....	43

**TABLE OF CONTENTS**

*(By Topic)*

Fix page #'s accordingly

	<u>Page</u>
Agreement.....	4
Bereavement Leave.....	14
Charter Officials.....	23
Compensatory Time.....	9
Duration .....	27
Employee Rights .....	21
Family and Medical Leave.....	13
Grievance Procedure .....	16
Holidays .....	9
Hours of Work .....	7
Insurance .....	18
Intergovernmental Benefit Recognition.....	22
Job Descriptions and Vacancies.....	21
Jury Duty Leave.....	14
Layoff, Rehire and Transfer.....	19
Maintenance of Membership .....	6
Military Leave.....	13
Miscellaneous .....	25
No Discrimination.....	6
Notices and Facilities .....	21
Other Leaves of Absence .....	15
Overtime .....	8
Pension.....	19
Personal Leave .....	15
Professional Enhancement Bylaw.....	16
Preamble .....	4
Recognition and Rights.....	4
Review and Adjustment of Positions.....	23
Safety .....	22
Seniority.....	19
Sick Leave.....	11
Strikes and Lockouts.....	22
Substance Abuse Policy.....	24
Vacation Leave .....	10
Wages.....	20
Appendix A: List of Positions Included in the Bargaining Unit.....	28
Appendix B: Checkoff Authorization.....	30
Appendix C: S Salary Schedule .....	31
Appendix D: Memorandum of Agreement.....	34
Appendix E: Redline Employees .....	36

Appendix F:	Substance Abuse Procedure DPW employees.....	37
Appendix G:	Impact Bargaining Process.....	41
Appendix H:	Re-openers.....	42
Appendix I:	LTD Proposal.....	42

## AGREEMENT

This Agreement is made and entered into in Greenfield, Massachusetts between the Town of Greenfield in the County of Franklin, Massachusetts (hereinafter called the Town) and the Salary Schedule Employees Association (hereinafter called the Association).

## PREAMBLE

It is the intent and purpose of this Agreement:

- A. To promote and further orderly and harmonious collective bargaining relations between the Town, the employees in the Bargaining Unit, and the Association.
- B. To specify rates of pay, hours of work and other terms and conditions of employment for Town employees in the Bargaining Unit.
- C. To establish amicable means for the adjustment of grievances relating to wages, hours and other terms and conditions of employment for employees in the Bargaining Unit.
- D. To assure professional performance of employees in the Bargaining Unit of their work in a conscientious, productive, and skillful manner which will serve the efficiency and economy of operation in their service to the Town, and to provide the highest quality and most efficient service to the community.

## ARTICLE 1 RECOGNITION AND RIGHTS

A. In accordance with the original voluntary recognition of the Association by the Town as revised by the Memorandum of Understanding of September 25, 2001 and as modified in part and confirmed in part by the decision of the Massachusetts Labor Commission in Case Nos. MUP-04-4178 and CAS-04-3588 decided February 8, 2006, the Town recognizes the Association as the sole and exclusive representative of all S-schedule employees who come within the bargaining unit described therein. The "List of SSEA Positions Covered by Contract" as is set forth at Appendix A to this Agreement.

B. The Town, the Union and the employees agree that the right and responsibility to operate and manage the business and the affairs of the Town, to select and direct the working forces and to control, direct, discontinue and change the use of its properties and facilities are vested exclusively in the Town. These rights and responsibilities include by way of illustration the right to determine, control and change work and experimental operations; the right to select, test, train and to determine the ability and the qualifications of the employees; the right to determine, control and change emergency, experimental, operating, production, shift, training and working assignments and schedules; the right to determine, control, plan and change all matters pertaining to purchase, sale or disposition of equipment, and the organization of the management

staff; the right to establish, distribute, modify and enforce reasonable rules of employee conduct, manuals of operating procedures and rules and regulations governing matters pertaining to safety and health within the operations of the Town; the right to determine, control and change the quality and nature of its products, materials and services; the right to employ, lay off, discharge, retire, assign, discipline, transfer, interview and promote its employees, including casual, seasonal, temporary employees and contract labor except as specifically limited by this Agreement; the right to obtain from any source and to contract and subcontract for materials, services, supplies and equipment and reduce, eliminate or subcontract functions as limited by the Memorandum of Agreement executed by the Parties on February 14, 2013; the right to investigate all matters relating to Town operations, citizen complaints and employee conduct; the right to control, determine, direct, establish, change and discontinue Town functions and services or the location or the operation of its office, or other facilities; the right to determine, establish and change any form of employee benefits not otherwise provided for in this Agreement; the right to maintain discipline and order and to maintain or improve efficiency within its operations and all other rights pertaining to the operation and the management of the business and the affairs of the Town and the establishment and change of conditions of employment not specifically given in this agreement to the Union or to the employees. The failure by the Town to exercise any of the rights as provided in this Article shall not be construed as a waiver of these rights nor of the right of the Town to control, operate and manage its business. The Union and the employees agree that, except as otherwise specifically provided in this Agreement, nothing contained in this Agreement shall be construed or deemed to constitute a waiver of or any restriction upon the inherent right to the management of the Town to operate and conduct its business, facilities and services with maximum efficiency or of the common law right of the Town to control, direct, manage, plan and make changes in the business or the affairs of the Town, and to unilaterally exercise rights and authority as provided and illustrated in this Section; provided, however, that none of these rights shall be exercised by the Town contrary to any specific provisions of this Agreement.

No employee who has completed a probationary period of six (6) months of Town employment shall be disciplined or discharged without just cause. No discipline, discharge or termination of a probationary employee shall be subject to the grievance and arbitration procedures of this Agreement.

C. To determine the qualifications for new or vacant positions, or to meet legal licensure or certification requirements. The Town shall notify the Association of the creation of any new position or classification which arguably should be added to the bargaining unit. The Town further agrees to meet and negotiate with the Association regarding such new position(s) or classification(s), and the grade of any new position. Likewise, the Town shall notify and negotiate with the Association of any change of grade or any current positions.

D. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the Parties hereto unless made and executed in writing by said Parties.

E. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement, shall not be considered a waiver or relinquishment of the right of the Town or of the Union to future performance of any

such term or provision, and the obligations of the Union and the Town to such future performance shall continue.

**ARTICLE 2**  
**NO DISCRIMINATION**

- A. The Town agrees that no employee shall be discriminated against on account of membership in the Association or by reason of support of the Association. All lawful Association activities are protected hereunder. The Town recognizes the duly elected officers of the Association.
- B. The Town recognizes its obligations under the Massachusetts Fair Employment Practices Act and other relevant laws which provides employees with rights to be free from unlawful discrimination based on factors such as age, race and gender. Any claim that the Town or a Town management employee or official has violated these rights shall be pursued exclusively through resort to the procedures established under State and Federal laws for the vindication of these rights.
- C. The Association President or designee will be permitted absence without loss of pay for the purpose of attendance at grievance, arbitration or state administrative board meetings or for the purposes of meeting with a Town official pertaining to a matter involving a unit employee. Up to four (4) members of an Association Negotiation Committee will be permitted to meet among themselves and with representatives of the Town during hours of employment without loss of pay for reasonable periods of contract negotiations, and up to two (2) members for grievance meetings with Town representatives. General membership meetings during the working day will be scheduled over lunch or during other time off.
- D. Subject to state law and arbitral authority, nothing in this Agreement shall abridge the right of any duly authorized representative of the Association to present the views of the Association on issues affecting the welfare of its members. It is recognized that such views may be oral, written, published or unpublished.

**ARTICLE 3**  
**MAINTENANCE OF MEMBERSHIP**

- A. In accordance with the provisions of MGL 150E, section 12 as amended from time to time, the parties agree that the payment of dues or a service fee will be a condition of employment with the Town for all employees hired after June 14, 1994. All employees as of thirty (30) days after their date of hire are required to either maintain membership or pay a service fee. Employees hired on or before June 14, 1994, who did not withdraw their application for membership by that date, are required to either maintain membership or pay a service fee as a condition of employment.

- B. Upon receipt by the Town of the check off authorization form (copy attached and marked as Appendix B) duly dated and executed by an employee, the Town shall deduct from the wages owed such employee the monthly Association dues, assessment or the mandatory service fee. The Town will forward monies so deducted to the Secretary/Treasurer of the Association on a monthly basis with a list specifying each employee and his or her respective deduction. The Town shall deduct from an employee's wages only that amount of money which the Association has certified, in writing, is the amount of Association dues or the mandatory service fee established by the Association.
- C. The Association may demand the discharge of any employee (pursuant to A. above) who fails to pay the monthly Association dues or the mandatory service fee by serving written notice thereof on the Town not later than ten (10) calendar days after the Association learns or should have reasonably learned of the non-payment by the employee, provided, the Association has notified the employee in writing of the exact amount of the financial obligation due the Association. As soon as the Town verifies that the employee specified in the written notice failed to comply with the provisions of this Article, and that the discharge of the employee would not otherwise be unlawful, the Town shall discharge the employee. The Association, in its discretion, may elect to demand a specified disciplinary action prior to any demand for discharge in keeping with any progressive discipline policy.
- D. The Association agrees to and does hereby indemnify, defend and hold the Town harmless from and against any and all claims, demands, liabilities, obligations, suits or any other form of legal action or litigation arising from or related to any action taken by the Town in reliance upon any information, list, notice, statement or authorization for the check off of Association dues, assessment or equivalent agency service fee delivered to the Town by the Association.

**ARTICLE 4**  
**HOURS OF WORK**

- A. The normal work week for employees shall begin at 12:01 A.M. on Sunday and end on the following Saturday at midnight. The pay day shall begin at 12:01 A.M. and end at midnight that same day.
- B. Each full-time employee shall be entitled to a meal period, as close to the middle of the day as possible. Meal periods are one hour in length or as agreed upon at hire.
- C. Each full-time employee shall be entitled to two (2) paid rest periods in each half of the regularly scheduled work day. Rest periods shall be ten (10) minutes in length, or as agreed upon at hire.
- D. For the purpose of this Agreement, the following definitions apply:

1. Full-Time – A year round employee whose work schedule is a minimum of 37.5 hours per week. The normal work week shall be Monday thru Friday; either 8:30 am – 5:00 pm or 7:00 am – 3:00 pm; or except where other hours or times are established by the Town at hire or after giving at least thirty (30) days notice to the employees and the Association of a start time change to be consistent with start times of other Town employees with whom the employee(s) works. All employees who are regularly scheduled to work the defined normal work week hours are eligible for all Town benefits.
  2. Part-Time – those employees who do not work a 37.5 hour week but who work year round. Part-time employees must, however, work an average of twenty (20) hours a week in order to be eligible for all Town benefits, as well as statutory benefits for which they meet statutory requirements. Accrual rates or defined benefits shall be pro rata. Pro rata is defined as the equivalent amount as compared to a full-time position.
  3. Temporary – those employees who are hired for a short term period of usually six months or less. Temporary employees are not eligible for benefits; except, when temporary employees have worked for six consecutive months they shall be thereafter entitled to a pro rata benefit for vacation and holidays solely, based upon their average weekly hours to that date, commencing in month seven (7) and thereafter for as long as they continue to be employed, with no breaks in service, till termination or reclassification.
- E. All departments may offer a flex-time schedule to their employees. Said schedule shall not cause a disruption in departmental duties or functions, nor interfere with providing citizen services, while also providing the employees with as much flexibility as possible on starting, lunchtime and stopping hours.
- F. The Town reserves its right in creating a new position or in posting vacancies, to assign the job to a schedule different from those currently in effect, such as one requiring more work on Saturdays, Sundays, or more evening shifts, it being understood that once established, substantial changes to be in effect for more than one month will require approval by the Town, the employee and the Association. The Town may establish forty (40) hour work schedules for non-exempt employees.

## **ARTICLE 5** **OVERTIME**

- A. Any hourly non-exempt employee (i.e., Town Counsel Administrative Assistant) shall be compensated at the rate of one and one-half (1 1/2 times) his/her regular rate of pay for all hours worked in excess of 37.5 hours in any work week.
- B. No non-exempt employee shall work overtime unless it is authorized by his/her supervisor prior to the overtime being worked or under an established written policy.

**ARTICLE 6**  
**COMPENSATORY TIME**

- A. Non-exempt employees who are entitled to overtime pay may voluntarily agree, if offered, to accept compensatory time off, at the rate of one and a half hour for each overtime hour worked.
- B. Scheduling of accumulated compensatory time off shall require the approval of the supervisor in accordance with the rules applicable to use of personal leave. Employees shall make every due effort to ensure the smooth operation of the department in scheduling any such absence whenever possible, and supervisors shall not unreasonably withhold permission nor engage in retribution in the exercise thereof.
- C. No more than forty (40) hours of compensatory time may be accumulated, except as expressly agreed in writing by the Town.

**ARTICLE 7**  
**HOLIDAYS**

- A. The following will be considered paid holidays:

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

- B. Holidays that fall on Saturday or Sunday will be observed on the preceding Friday or the following Monday, respectively.
- C. Christmas Eve (12/24) and New Year's Eve (12/31) (the last work day before the observance) will be half day holidays (four (4) hours).
- D. To be eligible for holiday pay, an employee must be scheduled for twenty (20) or more hours per week, have completed at least thirty (30) calendar days of employment, and have worked or been approved leave the day immediately preceding the holiday. Holiday pay is not available for an employee who, immediately prior to the holiday, has been on a paid or approved (Workers Compensation) medical leave for more than thirty (30) calendar days.
- E. Where a holiday occurs during an employee's vacation period, the employee will be paid holiday pay and will not be charged with a vacation day.

- F. Holiday pay will be pro-rated for part-time employees who either (1) are scheduled to work four (4) days per week or (2) if scheduled to work fewer than four (4) days per week, are scheduled to work on the holiday.
- G. If an employee is requested to work on a holiday, he/she shall be compensated in the manner agreed upon between the employee and the department head.
- H. In the event of any conflict between this Article and the holiday schedule for employees of other bargaining units under the supervision of the SSEA employee, the department head will provide the SSEA employee with an alternative holiday arrangement.

**ARTICLE 8**  
**VACATION LEAVE**

- A. Subject to Appendix D, which governs employees hired prior thereto, paid vacation leave shall be granted to eligible employees hired after May 1, 2008 as provided below. All accrual adjustments shall take effect in the first pay period in which the employee completes the specified length of employment service requirement. Monthly accruals shall be credited on the first of each month and will be available for immediate use; provided, however, that employees must complete three (3) months of employment prior to being able to schedule vacation leave.

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hours/Year</u>	<u>Hours/Month</u>	<u>Day/Month</u>
< 2 years	10	75	6.25	.83
2 but < 4 years	12	90	7.5	1.00
4 but < 6 years	13	97.50	8.13	1.08
6 but < 8 years	15	112.50	9.38	1.25
Ten years	16	120	10	1.33
11 but < 13 years	18	135	11.25	1.5
13 but < 15 years	19	142.50	11.88	1.58
15 but < 17 years	20	150	12.50	1.67
17 but < 20 years	22	165	13.75	1.83
20 but < 25 years	23	172.5	14.38	1.92
25 > years	25	187.5	15.63	2.08

- B. Vacations shall be granted by the department head at such time as in his or her judgment will not cause undue interference with the performance of the work of the Town, and taking into consideration the employee's preference based on the employee's seniority. Any vacation leave must be requested in writing in advance. Employee requests will receive a response within ten (10) working days from the date of request; and approval of vacation requests will not be unreasonably withheld.
- C. Department heads must notify the Mayor of vacation absences of four (4) consecutive days or less, and must submit vacation requests of five (5) or more consecutive days to

the Mayor for approval at least two (2) weeks prior. Department head requests will receive a response within ten (10) working days from the date of request, and approval of vacation requests will not be unreasonably withheld. Vacation may be taken in half-hour increments.

- D. Whenever the employment of any person subject to the provisions of this Section is terminated during a year by resignation, layoff, retirement or death, with the employee having unused vacation to which the employee is entitled under such Section, the employee, or in the case of the employee's death, their estate, shall be paid at the regular rate of compensation payable to them at the termination of their employment, an amount in lieu of such vacation.
- E. Vacation accumulation shall be a maximum of 12 months (i.e., length of employment service accrual is the capitation amount).

## **ARTICLE 9**

### **SICK LEAVE**

- A. Full-time employees will accrue Sick Leave at the rate of 10 hours per month of completed service, to be credited on the first day of the following month. Eligible part-time employees will accrue the pro-rata amount. Sick leave may be accumulated without limit.
- B. Employees may use up to ten (10) days (75 hours) of sick leave each fiscal year for illness in the immediate family, as supported by reasonable evidence satisfactory to the Town. Immediate family is defined as spouse, children, parents, step-parents, member of the immediate household residing with the employee or individual for whom the employee has acted as parent or legal guardian.
- C. Sick Leave will be granted to any employee known to be ill, or injured and unable to work, as supported by reasonable evidence satisfactory to the Town, or for a doctor's appointment (other than routine dental) during his/her working hours which could not reasonably have been scheduled outside of work time. While the employee is on paid sick leave, their seniority will continue to accumulate to a maximum of one (1) year or the length of paid sick leave, whichever is greater. No unpaid absence for reasons of illness or injury will be allowed or authorized until the employee's paid sick leave account is exhausted.
- D. Sick leave shall be subject to the following rules:
  - 1. Sick leave shall be authorized only by the head of the department of the Town by which the employee is employed.
  - 2. Each employee shall notify his/her supervisor or department head, before starting time on the first day of absence of their intended absence, the anticipated length

of absence and any subsequent change in the anticipated length of absence, except if circumstances preclude the employee from doing so. The Town may require periodic reports from the employee as to his/her status.

3. Absences incurred through substance abuse shall be excluded from sick leave; provided, however, that sick leave is available for attendance at bona fide alcohol or drug abuse rehabilitation facilities, or for bona fide mental health medical conditions.
  4. No sick leave shall be available where the injury/illness arose out of employment for which another employer is liable under Workers Compensation law or Section 111F of Chapter 41, M.G.L. and the employee is receiving sixty percent of his/her weekly pay.
  5. Employees on sick leave shall notify the Town as to their contact information if not their home address, and shall comply with the medical restrictions placed upon them for recovery.
- E. Upon written application by the employee involved in a medical leave covered by Workers Compensation, the employee may receive the difference between the Workers Compensation benefit and regular pay, by accessing available sick leave to cover that difference.
- F. All full-time employees (or their estate) shall receive twenty (20) percent of their unused accumulated sick leave at their base rate in a lump sum payment based upon years of service in the following termination of employment classifications.
1. Death: No minimum years of employment
  2. Disabled: No minimum years of employment
  3. Laid Off: One (1) year of employment
  4. Retirement: Ten (10) years of employment
  5. Resigns: Ten (10) years of employment

For employees hired after October 27, 2009, their sick leave buy-back schedule shall be as follows:

1. Death: No minimum years of employment
2. Disabled: No minimum years of employment
3. Laid Off: Ten (10) years of employment
4. Retirement: Ten (10) years of employment
5. Resigns: No benefit

For all employees hired after February 2, 2013 the maximum payment of unused accumulated sick leave shall be capped at five thousand dollars (\$5000.00).

**ARTICLE 10**  
**FAMILY AND MEDICAL LEAVE**

- A. In compliance with the Family Medical Leave Act (FMLA) of 1993, the Town and the Association agree the Town's FMLA leave policy governs events such as:
1. the birth, adoption, or foster care placement of a child and for care of that child;
  2. the serious health condition of a spouse, child or parent of the employee;
  3. the employee's own serious health condition.
- B. Pursuant to the policy, all eligible employees are entitled to take up to twelve (12) weeks of unpaid family medical leave during a twelve (12) month "look back" period as provided for under the FMLA Regulations.
- C. Leaves under the provisions of this Agreement which are also eligible under FMLA shall run concurrently as both FMLA and contractual leave, and the more liberal of the provisions shall apply. Any exception to this Section must be by mutual agreement in writing.
- D. Employees may utilize any accrued leave under this Agreement during an FMLA leave, provided it is available under the terms of use of such leave.
- E. The Town and the Association hereby affirm the Massachusetts Small Necessities Act wherein employees are entitled to 24 hours of unpaid leave time in addition to any FMLA leave. The employee may use any paid leave as provided elsewhere within this Agreement during the SNLA leave. SNLA leave includes:
- School activities involving the educational advancement of the employee's child;
  - To accompany the employee's child to a routine medical or dental appointment;
  - To accompany the employee's elderly parent (60 or older and related by blood or marriage) to routine medical or dental appointments or for appointments for other professional services related to the elder's care.
- F. All notifications, certifications, and questions as to this Article must be submitted to the Director of Human Resources.

**ARTICLE 11**  
**MILITARY LEAVE**

- A. Any employee having at least 30 days continuous service for the Town who is being required to perform military duty in the armed forces under the provisions of the General Laws, Chapter 33, Section 54, and being required to serve an annual tour of duty as a member of a reserve component of the armed forces of the United States, shall be granted the difference between any military pay received and their regular time salary (excluding any potential overtime pay) for not more than fifteen work days. Benefit accruals remain unaffected.

- B. A Military Leave of absence without compensation shall be granted to any such employee called to active duty with armed forces for purposes other than the military duty referred to in the preceding paragraph. Benefit accruals will cease until the employee returns to his or her position.
- C. A Military Leave of absence without compensation shall be granted to any such employee for the purpose of appearing before any board under the Selective Service Law or for any physical examinations under said Law, but no such leave of absence shall be granted for a period of more than one (1) day without the approval of the Department Head.

**ARTICLE 12**  
**JURY DUTY LEAVE**

- A. Employees of the Town who serve as a grand or traverse juror, or is subpoenaed as a witness in a Federal Court or in the Courts of the Commonwealth, shall receive from the Town the difference between their salary and the compensation they receive for such jury service, exclusive of any travel or other allowance. It is the employee's responsibility to notify his/her department head of the dates s/he is called for jury duty and to provide written proof by providing a copy of the Notice to Serve from the Jury Commissioner; and, to provide verification of compensation received for jury service, if provided to the employee.
- B. No pay will be allowed if the employee is subpoenaed either as a plaintiff or as a defendant, except if called as a result of their employment with the Town.
- C. Seniority and benefits shall accumulate during this time.

**ARTICLE 13**  
**BEREAVEMENT LEAVE**

- A. The provisions of this Article are designed to provide time off to employees to prepare and/or participate in funeral services and attend to related family needs. Bereavement leave shall not be used for unrelated other purposes.
- B. Leaves up to a maximum of five paid working days shall be allowed for death in the immediate family of the employee and shall not be charged against the sick leave allowance.
- C. Seniority shall accumulate during this time.
- D. Immediate family defined in this section shall mean spouse, spousal equivalent, children, parents, step-parents, siblings, step-siblings, step-children, step-grandchildren, grandparents, and grandchildren of the employee.

- E. Leaves up to a maximum of three paid working days shall be allowed for the death of a parent-in-law, brother or sister-in-law, grandparents-in-law, and son or daughter-in-law .
- F. Leaves up to a maximum of one paid working day to attend the funeral service may be taken for the death of aunts, uncles, or 1<sup>st</sup> cousins of the employee.

**ARTICLE 14**  
**PERSONAL LEAVE**

- A. Up to 37.5 hours per fiscal year shall be available to each full-time employee as paid personal leave. Such leave may be taken at any time, subject to prior approval of the employee's department head, but in no less than half (½) hour increments.
- B. Such leave shall be with pay. Such leave is not accumulative. Benefit accruals remain unaffected.
- C. Personal leave shall be paid at an employee's regular rate of pay and is not accumulative from year to year.
- D. Personal leave will be credited on July 1<sup>st</sup> in any year, or the pro-rata share as calculated on the date of hire for new hires. Part-time employees shall have a pro-rata amount of personal leave.
- E. Whenever employment is terminated as a result of dismissal, layoff, resignation, retirement, or death without an employee having used personal leave to which they were entitled under this section, they, or in the case of death, their estate, shall be paid the balance of personal time remaining available to them in that fiscal year; provided however, that when resignation, termination or retirement occurs within thirty (30) days of the accrual being credited in any fiscal year, the employee is entitled to a pro-rata share only.

**ARTICLE 15**  
**OTHER LEAVES OF ABSENCE**

- A. Reasonable leaves for personal reasons may be granted for a maximum of one (1) year and shall be without compensation. Seniority shall not accumulate during this time. Continuation of any elected insurances shall be pursuant to carrier eligibility rules and COBRA.

Upon return from such leave, all benefits, seniority and accrued amounts of benefits which an employee had been entitled at the time his/her leave commenced, and remain unused, will be restored to the employee upon his/her return.

**ARTICLE 16**  
**PROFESSIONAL ENHANCEMENT BYLAW**

- A. 1. The Town may pay the cost of tuition for courses which are directly related to the position held at accredited colleges, universities, or other professional training schools. The actual amount of tuition paid by the Town, assuming a passing grade, will be limited by the prevailing rate per credit hour at the University of Massachusetts at the time of application, and will not include other fees other than the aforementioned tuition costs.
- 2. The Town shall allow appropriate paid time off and shall pay for all courses or other educational requirement(s) necessary for the employee to achieve or maintain certifications and/or licensure required for the positions and/or grade.
- B. The Town shall pay the reasonable expenses (including fees, meals, lodging, and transportation) incurred by employees who attend workshops, seminars, conferences, or other professional improvement sessions, attendance at which the employee has received approval or has been requested to attend by the department head. Courses or programs (and associated reasonable expenses) which are required to maintain certification status and required licenses directly related to any employee's position will be paid for by the Town in any event.
- C. Reimbursement for travel shall be at the prevailing rate as set by the Town.
- D. Employees may participate in professional development during normal working hours with the approval of their Supervisor.
- E. Employees may attend job related out-of-state professional seminars, conferences or meetings; except, when absent for more than a single work day s/he must request in writing and receive prior approval from their supervisor. Approval will not be unreasonably withheld.
- F. Except where pre-approved or required by the provisions of this Article, any monies expended under this Article will be subject to appropriations, and approval by the Mayor or appropriate appointing authority.

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

**DEFINITION**

A grievance is defined as a complaint by any association member, group of members, or the Association that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.

## GENERAL

- A. The Association shall have the right to be present and to participate in the processing of any grievance, at any level, and to use representatives of its own choosing.
- B. The time limits specified herein are calendar days and are considered to be as maxima, exclusive of scheduled vacations, which shall extend any time period by the equivalent number of vacation days. If the Association has not been notified of any grievance, either by member(s) or the Town as specified elsewhere herein, the grievance shall be considered to be not filed. Additionally, any requisite time limits do not commence until such time as the Association is notified. Time limits specified may also be extended by written mutual consent.
- C. No reprisals of any kind will be taken against any party by reason of participation in a grievance. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- D. Responses at all levels of the grievance procedure shall state the rationale for the decision and shall be communicated in writing to the grievant and the President of the Association.
- E. The Town shall notify the Association President of any written warning or more serious disciplinary action unless the employee waives this notice, provided that, in the event of a disciplinary suspension or discharge, the Association President will be notified forthwith of the action and the factual basis for the discipline, in writing.

## INFORMAL PROCEDURE

- F. The purpose of this procedure is to secure, at the lowest level, equitable solutions to problems which may arise under this Agreement. Any employee having a complaint sufficient to state a grievance as defined above shall, prior to filing it under the formal procedure, discuss the matter informally with his/her supervisor in an attempt to resolve it in a reasonable manner. Such discussion must be requested no more than fourteen (14) calendar days from the time the employee knew, or should have reasonably known, of the act or condition on which the grievance is based. At the informal meeting the employee may have Association representatives at the election of the employee.

## FORMAL PROCEDURE

- G. Level One: the employee(s) or the Association shall present the grievance to an immediate supervisor, in writing, within fourteen (14) calendar days after completion of the informal procedure. If a employee chooses to file the formal grievance individually (rather than through the Association), a copy of said written grievance shall be provided by the employee to the President of the Association at the time of filing with their immediate supervisor. The grievance shall indicate the particulars of the complaint, including dates and circumstances where applicable, and the portion(s) of the contract on

which the grievance is based. Once submitted, the content of the grievance may not be changed. The grievance shall be discussed by the aggrieved and the supervisor (with or without an Association officer present as determined by the employee). The supervisor shall answer the grievance within fourteen (14) calendar days of receipt. The supervisor shall provide the President of the Association with a copy of said written response concurrent with the employee's copy.

- H. Level Two: If the grievance has not been resolved to the satisfaction of the grievant) and/or the Association with the immediate supervisor, the grievant or the Association may, within fourteen (14) calendar days, submit the grievance in writing to the Mayor. If the employee chooses to file the grievance individually (rather than through the Association), a copy of said written grievance shall be provided by the employee to the President of the Association at the time of filing with the Mayor. The grievance shall be discussed by the aggrieved and the Mayor (with or without an Association officer present as determined by the employee). The Mayor shall answer the grievance within fourteen (14) calendar days of its receipt. The Mayor shall provide the President of the Association with a copy of said written response concurrent with the employee's copy.
- I. Level Three: If the grievance is not resolved to the satisfaction of the Association, the Association may, within thirty (30) calendar days following receipt of the Mayor's response, submit the grievance to final and binding arbitration. The procedure governing the arbitration process is set forth below:
- J. Unless otherwise agreed, the arbitration proceeding will be conducted under the then applicable Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator's decision shall be rendered in writing as soon as possible and shall be considered to be final and binding on the Town, the grievant and the Association. The cost of the arbitration shall be borne equally by the Town, the grievant and the Association, unless otherwise agreed upon in writing between the parties.
- K. In the case of any grievance which may involve a violation of state or federal law or statute, or which may be litigated before any governmental agency or tribunal, and which is not resolved to the satisfaction of the aggrieved employee by the Town, the Association agrees to confer with its membership on whether it would be more advantageous for the aggrieved employee to take the case to arbitration or to the appropriate agency or tribunal. The Association will not unnecessarily harass the Town by involving the Town in both types of procedures.

## **ARTICLE 18** **INSURANCE**

The Town will provide a health insurance plan for eligible employees pursuant to the provisions of M.G.L. c. 32B.

**ARTICLE 19**  
**PENSION**

- A. The Retirement System as provided under Chapter 32 of the General Laws of Massachusetts, as amended, shall be applicable to eligible employees.
- B. The Town hereby agrees to maintain an IRS Section 457 Deferred Compensation Plan as amended by law or any plan administrator.

**ARTICLE 20**  
**SENIORITY**

- A. Seniority shall be defined as length of service with the Town from the most recent date of hire. Departmental seniority shall be defined and restricted to his/her continuous length of service in his/her current department.
- B. Summer help and temporary employees shall not have any Seniority or Departmental Seniority.
- C. Seniority of any employee covered by this Article may be broken only by discharge, retirement, lay-off, or resignation.

**ARTICLE 21**  
**LAYOFF, REHIRE AND TRANSFER**

- A. In the event of a layoff caused by the elimination of, or reduction in positions, the affected employees shall be given the opportunity to apply for any position covered by this Agreement for which he or she is immediately qualified. Seniority may be exercised within or between departments.
- B. Any employee who is laid off shall first be given thirty (30) days' written notice, stating reasons for said layoff, and shall also receive any vacation, personal time or compensatory time due him or her upon separation, including Article 9F benefits.
- C. An employee who has been laid off shall be given the opportunity to apply for any future openings in positions and shall be permitted two (2) weeks to apply. Said applications shall be reviewed according to the provisions of Section A of the Article. Notice of such a vacancy shall be mailed to the last known address on file and s/he shall be permitted two (2) calendar weeks to apply. This shall not apply after one (1) year from the date of layoff.
- D. An employee shall retain all accrued employment seniority and Departmental Seniority prior to being laid off if he or she is rehired within twelve (12) months after the initial layoff.

- E. In the event of a position being vacated or created, all employees shall be notified pursuant to Article 24. Qualifications for such an applicant shall be reviewed and departmental seniority shall be one determining factor for placement in such a position.

**ARTICLE 22**  
**WAGES**

The classifications, grades and wages have been negotiated and are made a part of this contract as Appendix "C". The wages on Appendix "C" shall increase by three percent (3%) on July 1, 2014; two percent (2%) on July 1, 2015; and one percent (1%) on July 1, 2016.

A. Pay Practices:

1. All employees covered by the terms and conditions of this Agreement shall be paid on a weekly basis.
  2. Salary payments shall be electronically forwarded by the Town directly to a bank account selected by the employee for direct deposit on or before Friday of the pay period.
  3. The payroll period shall begin as 12:01 a.m. on Saturday and end at midnight on the next Friday. The pay day shall begin at 12:01 a.m. and end at midnight that same date.
- B. Employees whose wages are higher than the Salary Schedule (Appendix C) shall continue to receive that higher amount. See Appendix E.
- C. The Town shall grant classification step increases where applicable in the first payroll period in July of each fiscal year.
- D. Longevity pay shall be paid at the rate of One Dollar (\$1.00) per week for each year of employment service commencing at ten (10) years of service, regardless of the grade or step an employee is at the time of granting. Thereafter, an additional \$1.00 per week shall be granted for each year of continuous employment service.
- E. New Hires starting at Step A are granted Step B after six months; except, if the date of hire is within six months of a fiscal year scheduled step raise, Step B will be awarded solely for both events.
- G. Employees who are non-exempt under FLSA and who are called in to work, and upon their arrival are informed their services are not required, or their services are required for less than two hours, shall receive a minimum of two (2) hours of pay.
- H. The Town may institute a biweekly payroll system upon sixty (60) day written notice to the SSEA and upon acceptance of all Town unions

**ARTICLE 23**  
**EMPLOYEE RIGHTS**

- A. Employees may review their personnel records, including responding to any negative information as provided for in M.G.L. c. 149, s. 52C and applicable Town policy.
- B. Any credible complaints regarding an employee made to the Department Head or Mayor will be promptly called to the attention of the employee and said complaint will be identified to the employee. Complaints that are not deemed to be credible shall be treated as if they had not been made, and no notation or record shall be entered in the employee's personnel file.

**ARTICLE 24**  
**JOB DESCRIPTIONS AND VACANCIES**

- A. The Town agrees to present to the Association any and all proposed changes in job descriptions and to enter into discussion with the bargaining unit over proposed changes in any job description.
- B. The Town agrees to post notices of any job vacancies at all Town work site buildings for ten (10) calendar days. .
- C. Postings shall include a current or draft job description.

**ARTICLE 25**  
**NOTICES AND FACILITIES**

- A. The Association may use Town bulletin board facilities for the use of the Association for posting official notices which are restricted to the administration of internal association business, elections, appointments, and meetings.
- B. The Town will provide the Association the use of meeting space for the purpose of communicating with its members. The Town will allow Association use of the departmental mail room to distribute notices to members pertaining to Association business. The Town will allow use of copy machines for the purposes of duplicating notices or contracts to Association members. These activities shall be limited to off-duty or break times unless agreed to in advance with the Town.

**ARTICLE 26**  
**STRIKES AND LOCKOUTS**

The Association agrees that, during the life of this Agreement, there will be no strike, picketing, or stoppage of work and the Town agrees that there will be no lockout.

**ARTICLE 27**  
**SAFETY**

- A. The Town, the Association and employees agree to cooperate in order to provide the public and the employees with safe operations. Each party agrees to make reasonable efforts to take necessary steps to accomplish the objectives of the parties.
- B. No employee shall be required to perform any task that he or she reasonably believes would create an abnormally dangerous condition.
- C. A Health and Safety Committee consisting of two members designated by the Association from among its membership and two members designated by the Town may be established at the request of either party. The committee shall meet at mutually agreeable times. The committee may consider such matters relating to safety and health as the members mutually agree, and may make recommendations to the Town regarding such matters.

**ARTICLE 28**  
**INTERGOVERNMENTAL BENEFIT RECOGNITION**

- A. The Town hereby agrees to recognize governmental service with the Commonwealth or any Commonwealth county or municipality, as regards benefit leave earning, accrual, and buyback provisions solely, as provided for elsewhere herein, as if said service was performed for the Town. Accordingly, new hires will be credited with their governmental service years upon hire, and shall accrue leave benefits at the length of employment year provided for in said leave benefit.
- B. This provision does not apply to new hires from the private sector, the public sector from any other state, or the Commonwealth public sector when a break in service has occurred. Break in service is defined as having any ineligible employer as defined in this paragraph immediately prior to commencing employment with the Town. Any exception to these provisions must be by mutual agreement between the Town and the Association, in writing.
- C. Employees shall provide verification to the Town attesting to the veracity of their service, and as defined and determined by the Massachusetts Retirement System regarding their service years and dates of employment.

**ARTICLE 29**  
**REVIEW AND ADJUSTMENT OF POSITIONS**

- A. The Association and the Town recognize that the content of jobs covered in this Agreement is subject to change consistent with the job description and legal requirements. If the Association or one of its members believes there has been a

significant change of job responsibilities and duties that warrant an upgrade of a position, the following process will be used to evaluate the position:

1. A written request must be made by the employee to his/her supervisor/department head for an upgrade. This request must be accompanied by the current job description and a listing of current job responsibilities not covered in the current description.
  2. The supervisor/department head will review the request and within thirty (30) days either: (a) not recommend it with a written explanation as to why; or (b) recommend it and forward the recommendation with supporting material to the Human Resources Department.
  3. Upon receipt or decision of a positive recommendation, the Human Resources Director will appoint a review committee consisting of the Human Resource Director, the Director of Finance and Administration, a SSEA officer and a SSEA Member from a department other than the employee's. The committee will review the request and make a recommendation to the Mayor within 30 days. The committee may request the employee to appear personally to answer any questions raised. If approved by majority vote of the committee and the Mayor, the adjustment shall be made in the first following pay period subsequent to approval. If denied, the recommendation will include the reason(s) the request was denied.
  4. Upon receipt of a negative recommendation, an employee may appeal the decision in writing to the Mayor within ten (10) working days by submitting the materials from Section A herein. The Mayor shall review the findings of the review committee and either support its decision, request further review, or grant any such request.
- B. An employee may request an upgrade review not more than once in any twelve month time period.

### **ARTICLE 30** **CHARTER OFFICIALS**

With regard to the positions of Chief Assessor, Health Director, Recreation Director and Inspector of Buildings, the Town asserts, and reserves the right to assert in any appropriate forum that, with respect to a removal from office under the Charter, the just cause provision of the Agreement does not apply. The Association reserves the right to contest this assertion by the Town.



- E. Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

- F. The following are representative but not all-inclusive examples of such circumstances.

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee exhibiting behavior inconsistent with previous performance.
3. An employee who exhibits irritability, mood swings, nervousness, hyperactivity, hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

- G. Prior to any disciplinary action, the Town will provide the employee and the Union with a written report evidencing the reasonable suspicion and the disciplinary action proposed.

It is the intention of this article that an Employee who has an admitted drug or alcohol dependency be treated within the Employer/Employee relationship. The Employee may utilize sick days for any in-patient or out-patient programs. Leaves of absence without pay for such reasonable periods will be allowed off if the employee has no other accrued leave available. The Employee shall be expected to comply with all the requirements and such regulations of any substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

- H. It is agreed that the Parties will make every effort to protect privacy and confidentiality.

### **ARTICLE 32** **MISCELLANEOUS**

- A. The Town shall post a copy of this contract on the Group Community Library board within sixty (60) days of the signing of this Agreement and email a copy to all employees in the bargaining unit who have a town email address.
- B. All official Association correspondence shall be addressed to the Mayor or Director of Human Resources, Town Hall. All official Town correspondence shall be addressed to the Officers of the Association.

- C. The Town shall be furnished the names and titles of all Association officers and committees representing the Association in matters with the Town and shall notify the Town of any changes thereof or additions thereto.
- D. The Town and the Association agree that, if, during the term of this Agreement there is enacted any mandatory statute of the Commonwealth of Massachusetts which alters the terms and conditions of employment as established by this Agreement, such statute shall be in force and effect insofar as this Agreement is concerned whenever said statute becomes effective. If there is an impact as a result of such legislation, the Town agrees to bargain the impact.
- E. The SSEA recognizes health insurance costs are a significant and rising expenditure and liability to the Town's annual budget. The association will continue to cooperate with other unions and the Town through the Insurance Advisory Committee. Either party may service notice on the other that they wish to reopen the contract on the subject of health insurance. By mutual agreement, the parties will meet and bargain in good faith within thirty (30) days of notice.
- F. The SSEA agrees that time sheets will be used by exempt S schedule personnel for the purpose of accountability purposes to the Mayor, and to ensure the minimum 37.5 hour workweek by either time worked or accruals utilized. Time Sheets for any non-exempt unit members will be kept for accuracy of wages pursuant to law.
- G. In addition to the provisions of MGL Chapter 268A, Conflict of Interest law, employees who perform private independent consulting services, who testify in court as independent experts, or who conduct outside business(es) that may be construed to be relevant to the area or field in which they are employed by the Town must inform the Mayor for information purposes only so that s/he may be aware of the activity if questioned by citizens or elected officials; except, no such activity may be conducted on Town time using Town equipment and must be performed 'off the clock' as it relates to the minimum workweek required herein.
- H. In connection with the payment of retroactive amounts of pay under this Agreement, which shall be limited to employees still actively employed on the date of ratification by the Association and subject to funding by the Council, the Town may adjust the payroll work week to comply with DOL regulations barring payment for work not previously performed.
- I. This Agreement and its Appendices constitute all of the written agreements between the parties and any modifications or new Agreement must be in writing, signed by both parties, and incorporated herein.

**ARTICLE 33**  
**DURATION**

- A. This contract shall be in full force and effect between the dates of July 1, 2014 and midnight June 30, 2017 and thereafter shall automatically renew itself for successive terms of one (1) year until the negotiation of a new contract has been executed.

During the term hereof, this Agreement may not be modified or amended except by the mutual written addendum of the parties.

- B. The failure by the Town or the Association to observe or enforce any provision of this Agreement shall be not be construed as a waiver of said provision.
- C. If any portion(s) of this Agreement shall be found to be invalid by law, rule, appropriation or regulation, then said portion shall be amended so as to conform to same. The remaining portion(s) of this Agreement shall continue in full force and effect.

DATED THIS 29 DAY OF April, 2015.

FOR THE TOWN:

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Mayor William Martin

  
\_\_\_\_\_  
SSEA President, Alice Connelley

**APPENDIX A**  
**4/24/15**  
**LIST OF POSITIONS INCLUDED IN THE BARGAINING UNIT**

Animal Control Officer / Animal Inspector  
Assistant Accountant (Vacant)  
Assistant Assessor (Vacant)  
Assistant Collector / Treasurer (Vacant)  
Assistant Inspector of Buildings (Vacant)  
Assistant Library Director  
Assistant Town Clerk  
\*Chief Assessor  
COA Activities Director  
COA Financial / Office Manager  
COA Outreach Coordinator (Vacant)  
COA Volunteer Coordinator  
COA Wellness Coordinator  
Collector/Treasurer  
DEC Administrator (Vacant)  
DEC Enforcement Coordinator  
DEC Licensing Coordinator  
DPD Conservation Agent  
DPD Community Development Administrator  
DPD Grant Program Assistant  
DPD Grants Specialist (Vacant)  
DPD Land Use Agent (Vacant)  
DPD Land Use/GIS Planner (Vacant)  
DPD Permits Manager  
DPD Principal Planner / Permits Manager (Vacant)  
DPD Rehabilitation Specialist  
DPD Senior Planner / GIS Planner (Vacant)  
\*Director of Public Health  
DPW Assistant Field Superintendent  
DPW Engineering Technician  
DPW Engineering Superintendent  
DPW Assistant Engineer  
DPW Field Superintendent  
DPW Office Manager  
DPW WPCF Laboratory Technician (Vacant)  
DPW WPCF Laboratory Manager  
DPW WPCF Operations Supervisor  
DPW WPCF Superintendent  
Energy and Sustainability Assistant  
Energy / Sustainability Coordinator (Vacant)  
Fire Chief Administrative Assistant

Health Inspector  
\*Inspector of Buildings  
Local Inspector / Code Enforcement Officer  
MIS Network Technician / Analyst (Vacant)  
MIS Network Technician / Support Equipment Administrator (Vacant)  
\*Recreation Director  
Recreation Program Supervisor  
Sealer of Weights and Measures (Vacant)  
Server Desktop Support Specialist (Provisional)  
Town Council Administrative Assistant  
Veterans Service Assistant  
Veterans Service Officer  
Youth Services Program Manager (Vacant)

The following positions are excluded from the bargaining unit: all managerial and confidential employees including: DPW Director, Director of Human Resources, Human Resources Assistant, Human Resources Generalist, Human Resources Secretary or Administrative Assistant; Library Director, Executive or Management Assistant(s) to the Mayor, Director of Finance and Administration, Assistant to the Mayor for Economic Development and Marketing, Director of Planning and Development, Town Accountant, Town Clerk, Director of Council on Aging, Dispatch Manager, Central Maintenance Facilities Manager, Energy / Sustainability Manager (Director), Information Technology Manager (Director), Police Department Management Assistant, and Veterans Services District Director.

\* An asterisk identifies positions identified as in dispute as set forth in Article 30.

**APPENDIX B**  
**CHECKOFF AUTHORIZATON**

BY: \_\_\_\_\_

TO: Town of Greenfield

EFFECTIVE DATE: \_\_\_\_\_

I hereby request and authorize you to deduct from my earnings each week, or in the alternative as assessment of a specific monetary amount as voted by the SSEA membership for a specific payroll period, the amount of SSEA membership dues, assessment or equivalent agency service fee. This amount shall be paid to the Secretary/Treasurer of the SSEA. These deductions may be terminated by me by giving you a thirty (30) day written notice in advance to both the Town and the Association, or upon termination of my employment.

I choose:

- Membership dues and/or assessment
- Non-member equivalent agency fee

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**APPENDIX C**  
**S SALARY SCHEDULE**  
**FISCAL YEAR 2015 (3%)**  
**July 1, 2014 to June 30, 2015**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	\$16.36	\$16.76	\$17.18	\$17.61	\$18.05	\$18.50	\$18.97	\$19.44	\$19.93
	\$613.33	\$628.67	\$644.38	\$660.49	\$677.00	\$693.93	\$711.28	\$729.06	\$747.29
<b>S1</b>	\$31,893.38	\$32,690.71	\$33,507.91	\$34,345.52	\$35,204.11	\$36,084.21	\$36,986.38	\$37,911.18	\$38,859.15
	\$18.61	\$19.08	\$19.55	\$20.04	\$20.54	\$21.06	\$21.58	\$22.12	\$22.68
	\$697.93	\$715.38	\$733.26	\$751.59	\$770.38	\$789.65	\$809.39	\$829.62	\$850.36
<b>S2</b>	\$36,292.23	\$37,199.93	\$38,129.69	\$39,082.63	\$40,059.85	\$41,061.89	\$42,088.22	\$43,140.48	\$44,218.68
	\$20.02	\$20.52	\$21.04	\$21.56	\$22.10	\$22.65	\$23.22	\$23.80	\$24.39
	\$750.81	\$769.58	\$788.82	\$808.54	\$828.75	\$849.47	\$870.70	\$892.48	\$914.79
<b>S3</b>	\$39,042.35	\$40,017.91	\$41,018.85	\$42,044.08	\$43,095.23	\$44,172.33	\$45,276.45	\$46,408.72	\$47,569.14
	\$21.21	\$21.74	\$22.28	\$22.84	\$23.41	\$23.99	\$24.59	\$25.21	\$25.84
	\$795.22	\$815.10	\$835.47	\$856.37	\$877.77	\$899.71	\$922.21	\$945.27	\$968.90
<b>S4</b>	\$41,351.58	\$42,385.08	\$43,444.52	\$44,530.99	\$45,643.95	\$46,785.04	\$47,954.84	\$49,153.87	\$50,382.71
	\$22.28	\$22.83	\$23.41	\$23.99	\$24.59	\$25.20	\$25.84	\$26.48	\$27.14
	\$835.40	\$856.29	\$877.69	\$899.64	\$922.12	\$945.18	\$968.81	\$993.03	\$1,017.86
<b>S5</b>	\$43,440.65	\$44,527.13	\$45,640.08	\$46,781.18	\$47,950.42	\$49,149.46	\$50,378.29	\$51,637.47	\$52,928.66
	\$23.69	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.16	\$28.86
	\$888.28	\$910.48	\$933.24	\$956.57	\$980.50	\$1,005.01	\$1,030.14	\$1,055.88	\$1,082.27
<b>S6</b>	\$46,190.77	\$47,345.11	\$48,528.70	\$49,741.53	\$50,985.81	\$52,260.44	\$53,567.08	\$54,905.72	\$56,278.01
	\$26.23	\$26.88	\$27.55	\$28.24	\$28.95	\$29.67	\$30.41	\$31.17	\$31.95
	\$983.45	\$1,008.03	\$1,033.23	\$1,059.07	\$1,085.54	\$1,112.68	\$1,140.50	\$1,169.02	\$1,198.24
<b>S7</b>	\$51,139.21	\$52,417.70	\$53,728.20	\$55,071.80	\$56,447.96	\$57,859.44	\$59,306.23	\$60,788.88	\$62,308.51
	\$28.06	\$28.76	\$29.48	\$30.22	\$30.97	\$31.75	\$32.54	\$33.35	\$34.19
	\$1,052.19	\$1,078.49	\$1,105.44	\$1,133.09	\$1,161.41	\$1,190.45	\$1,220.21	\$1,250.72	\$1,281.99
<b>S8</b>	\$54,713.69	\$56,081.58	\$57,483.12	\$58,920.53	\$60,393.25	\$61,903.50	\$63,450.71	\$65,037.66	\$66,663.23
	\$29.33	\$30.06	\$30.81	\$31.58	\$32.37	\$33.18	\$34.01	\$34.86	\$35.73
	\$1,099.78	\$1,127.26	\$1,155.45	\$1,184.33	\$1,213.93	\$1,244.28	\$1,275.40	\$1,307.28	\$1,339.95
<b>S9</b>	\$57,188.46	\$58,617.60	\$60,083.15	\$61,585.12	\$63,124.61	\$64,702.72	\$66,320.56	\$67,978.69	\$69,677.65
	\$30.46	\$31.22	\$32.00	\$32.80	\$33.62	\$34.46	\$35.32	\$36.20	\$37.11
	\$1,142.06	\$1,170.62	\$1,199.89	\$1,229.88	\$1,260.64	\$1,292.14	\$1,324.45	\$1,357.56	\$1,391.50
<b>S10</b>	\$59,387.34	\$60,872.20	\$62,394.04	\$63,953.94	\$65,553.03	\$67,191.29	\$68,871.48	\$70,593.06	\$72,358.23

Employees receive a weekly salary. Annual wages may be approximate and they and the hourly rate are

Note: for informational purposes only.

**APPENDIX C**  
**S SALARY SCHEDULE**  
**FISCAL YEAR 2016 (2%)**

July 1, 2015 to June 30, 2016

	A	B	C	D	E	F	G	H	I
	\$16.68	\$17.10	\$17.53	\$17.97	\$18.41	\$18.87	\$19.35	\$19.83	\$20.33
	<b>\$625.60</b>	<b>\$641.24</b>	<b>\$657.27</b>	<b>\$673.70</b>	<b>\$690.54</b>	<b>\$707.81</b>	<b>\$725.50</b>	<b>\$743.64</b>	<b>\$762.24</b>
S1	\$32,531.24	\$33,344.52	\$34,178.07	\$35,032.43	\$35,908.19	\$36,805.89	\$37,726.11	\$38,669.40	\$39,636.34
	\$18.98	\$19.46	\$19.94	\$20.44	\$20.95	\$21.48	\$22.02	\$22.57	\$23.13
	<b>\$711.89</b>	<b>\$729.69</b>	<b>\$747.93</b>	<b>\$766.62</b>	<b>\$785.79</b>	<b>\$805.44</b>	<b>\$825.58</b>	<b>\$846.22</b>	<b>\$867.37</b>
S2	\$37,018.08	\$37,943.92	\$38,892.28	\$39,864.28	\$40,861.04	\$41,883.13	\$42,929.98	\$44,003.29	\$45,103.05
	\$20.42	\$20.93	\$21.46	\$21.99	\$22.54	\$23.11	\$23.68	\$24.28	\$24.88
	<b>\$765.83</b>	<b>\$784.97</b>	<b>\$804.60</b>	<b>\$824.71</b>	<b>\$845.33</b>	<b>\$866.46</b>	<b>\$888.12</b>	<b>\$910.32</b>	<b>\$933.09</b>
S3	\$39,823.19	\$40,818.27	\$41,839.23	\$42,884.96	\$43,957.14	\$45,055.77	\$46,181.98	\$47,336.90	\$48,520.52
	\$21.63	\$22.17	\$22.72	\$23.29	\$23.88	\$24.47	\$25.08	\$25.71	\$26.35
	<b>\$811.13</b>	<b>\$831.40</b>	<b>\$852.18</b>	<b>\$873.49</b>	<b>\$895.32</b>	<b>\$917.71</b>	<b>\$940.65</b>	<b>\$964.17</b>	<b>\$988.28</b>
S4	\$42,178.61	\$43,232.78	\$44,313.41	\$45,421.61	\$46,556.82	\$47,720.75	\$48,913.93	\$50,136.95	\$51,390.36
	\$22.72	\$23.29	\$23.87	\$24.47	\$25.08	\$25.71	\$26.35	\$27.01	\$27.69
	<b>\$852.11</b>	<b>\$873.42</b>	<b>\$895.25</b>	<b>\$917.63</b>	<b>\$940.57</b>	<b>\$964.09</b>	<b>\$988.19</b>	<b>\$1,012.89</b>	<b>\$1,038.22</b>
S5	\$44,309.47	\$45,417.67	\$46,552.88	\$47,716.81	\$48,909.43	\$50,132.45	\$51,385.86	\$52,670.22	\$53,987.23
	\$24.16	\$24.77	\$25.38	\$26.02	\$26.67	\$27.34	\$28.02	\$28.72	\$29.44
	<b>\$906.05</b>	<b>\$928.69</b>	<b>\$951.91</b>	<b>\$975.70</b>	<b>\$1,000.11</b>	<b>\$1,025.11</b>	<b>\$1,050.74</b>	<b>\$1,077.00</b>	<b>\$1,103.91</b>
S6	\$47,114.58	\$48,292.01	\$49,499.27	\$50,736.36	\$52,005.53	\$53,305.65	\$54,638.42	\$56,003.83	\$57,403.57
	\$26.75	\$27.42	\$28.10	\$28.81	\$29.53	\$30.26	\$31.02	\$31.80	\$32.59
	<b>\$1,003.12</b>	<b>\$1,028.19</b>	<b>\$1,053.90</b>	<b>\$1,080.25</b>	<b>\$1,107.25</b>	<b>\$1,134.94</b>	<b>\$1,163.31</b>	<b>\$1,192.40</b>	<b>\$1,222.21</b>
S7	\$52,161.99	\$53,466.06	\$54,802.76	\$56,173.24	\$57,576.92	\$59,016.63	\$60,492.35	\$62,004.66	\$63,554.68
	\$28.62	\$29.33	\$30.07	\$30.82	\$31.59	\$32.38	\$33.19	\$34.02	\$34.87
	<b>\$1,073.23</b>	<b>\$1,100.06</b>	<b>\$1,127.55</b>	<b>\$1,155.75</b>	<b>\$1,184.64</b>	<b>\$1,214.26</b>	<b>\$1,244.61</b>	<b>\$1,275.74</b>	<b>\$1,307.62</b>
S8	\$55,807.97	\$57,203.21	\$58,632.78	\$60,098.94	\$61,601.12	\$63,141.57	\$64,719.73	\$66,338.41	\$67,996.49
	\$29.91	\$30.66	\$31.43	\$32.21	\$33.02	\$33.84	\$34.69	\$35.56	\$36.45
	<b>\$1,121.77</b>	<b>\$1,149.81</b>	<b>\$1,178.55</b>	<b>\$1,208.02</b>	<b>\$1,238.21</b>	<b>\$1,269.17</b>	<b>\$1,300.90</b>	<b>\$1,333.43</b>	<b>\$1,366.75</b>
S9	\$58,332.23	\$59,789.95	\$61,284.81	\$62,816.82	\$64,387.10	\$65,996.78	\$67,646.98	\$69,338.26	\$71,071.20
	\$31.06	\$31.84	\$32.64	\$33.45	\$34.29	\$35.15	\$36.03	\$36.93	\$37.85
	<b>\$1,164.91</b>	<b>\$1,194.03</b>	<b>\$1,223.88</b>	<b>\$1,254.48</b>	<b>\$1,285.85</b>	<b>\$1,317.98</b>	<b>\$1,350.94</b>	<b>\$1,384.71</b>	<b>\$1,419.33</b>
S10	\$60,575.09	\$62,089.65	\$63,641.92	\$65,233.02	\$66,864.09	\$68,535.11	\$70,248.91	\$72,004.92	\$73,805.40

Note: Employees receive a weekly salary. Annual wages may be approximate and they and the hourly rate are for informational purposes only.

**APPENDIX C**  
**S SALARY SCHEDULE**  
**FISCAL YEAR 2017 (1%)**  
**July 1, 2016 to June 30, 2017**

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	\$16.85 <b>\$631.86</b>	\$17.27 <b>\$647.65</b>	\$17.70 <b>\$663.84</b>	\$18.15 <b>\$680.44</b>	\$18.60 <b>\$697.45</b>	\$19.06 <b>\$714.88</b>	\$19.54 <b>\$732.76</b>	\$20.03 <b>\$751.08</b>	\$20.53 <b>\$769.86</b>
<b>S1</b>	\$32,856.56	\$33,677.97	\$34,519.85	\$35,382.76	\$36,267.27	\$37,173.95	\$38,103.37	\$39,056.10	\$40,032.70
	\$19.17 <b>\$719.00</b>	\$19.65 <b>\$736.99</b>	\$20.14 <b>\$755.41</b>	\$20.65 <b>\$774.29</b>	\$21.16 <b>\$793.65</b>	\$21.69 <b>\$813.50</b>	\$22.24 <b>\$833.83</b>	\$22.79 <b>\$854.68</b>	\$23.36 <b>\$876.04</b>
<b>S2</b>	\$37,388.26	\$38,323.36	\$39,281.21	\$40,262.92	\$41,269.65	\$42,301.96	\$43,359.28	\$44,443.32	\$45,554.08
	\$20.63 <b>\$773.49</b>	\$21.14 <b>\$792.82</b>	\$21.67 <b>\$812.65</b>	\$22.21 <b>\$832.96</b>	\$22.77 <b>\$853.78</b>	\$23.34 <b>\$875.12</b>	\$23.92 <b>\$897.00</b>	\$24.52 <b>\$919.43</b>	\$25.13 <b>\$942.42</b>
<b>S3</b>	\$40,221.43	\$41,226.45	\$42,257.62	\$43,313.81	\$44,396.71	\$45,506.33	\$46,643.80	\$47,810.27	\$49,005.72
	\$21.85 <b>\$819.24</b>	\$22.39 <b>\$839.71</b>	\$22.95 <b>\$860.70</b>	\$23.53 <b>\$882.23</b>	\$24.11 <b>\$904.28</b>	\$24.72 <b>\$926.88</b>	\$25.33 <b>\$950.06</b>	\$25.97 <b>\$973.81</b>	\$26.62 <b>\$998.16</b>
<b>S4</b>	\$42,600.40	\$43,665.11	\$44,756.54	\$45,875.82	\$47,022.39	\$48,197.95	\$49,403.07	\$50,638.32	\$51,904.26
	\$22.95 <b>\$860.63</b>	\$23.52 <b>\$882.15</b>	\$24.11 <b>\$904.20</b>	\$24.71 <b>\$926.81</b>	\$25.33 <b>\$949.97</b>	\$25.97 <b>\$973.73</b>	\$26.62 <b>\$998.07</b>	\$27.28 <b>\$1,023.02</b>	\$27.96 <b>\$1,048.60</b>
<b>S5</b>	\$44,752.56	\$45,871.84	\$47,018.41	\$48,193.97	\$49,398.52	\$50,633.77	\$51,899.72	\$53,196.92	\$54,527.10
	\$24.40 <b>\$915.11</b>	\$25.01 <b>\$937.98</b>	\$25.64 <b>\$961.43</b>	\$26.28 <b>\$985.46</b>	\$26.94 <b>\$1,010.11</b>	\$27.61 <b>\$1,035.36</b>	\$28.30 <b>\$1,061.25</b>	\$29.01 <b>\$1,087.77</b>	\$29.73 <b>\$1,114.95</b>
<b>S6</b>	\$47,585.73	\$48,774.93	\$49,994.26	\$51,243.72	\$52,525.58	\$53,838.71	\$55,184.80	\$56,563.87	\$57,977.61
	\$27.02 <b>\$1,013.15</b>	\$27.69 <b>\$1,038.48</b>	\$28.39 <b>\$1,064.44</b>	\$29.09 <b>\$1,091.06</b>	\$29.82 <b>\$1,118.32</b>	\$30.57 <b>\$1,146.28</b>	\$31.33 <b>\$1,174.95</b>	\$32.12 <b>\$1,204.32</b>	\$32.92 <b>\$1,234.43</b>
<b>S7</b>	\$52,683.61	\$54,000.72	\$55,350.79	\$56,734.97	\$58,152.69	\$59,606.79	\$61,097.28	\$62,624.71	\$64,190.23
	\$28.91 <b>\$1,083.96</b>	\$29.63 <b>\$1,111.06</b>	\$30.37 <b>\$1,138.83</b>	\$31.13 <b>\$1,167.31</b>	\$31.91 <b>\$1,196.48</b>	\$32.70 <b>\$1,226.40</b>	\$33.52 <b>\$1,257.06</b>	\$34.36 <b>\$1,288.50</b>	\$35.22 <b>\$1,320.70</b>
<b>S8</b>	\$56,366.05	\$57,775.24	\$59,219.11	\$60,699.93	\$62,217.13	\$63,772.98	\$65,366.92	\$67,001.79	\$68,676.45
	\$30.21 <b>\$1,132.99</b>	\$30.97 <b>\$1,161.30</b>	\$31.74 <b>\$1,190.34</b>	\$32.54 <b>\$1,220.10</b>	\$33.35 <b>\$1,250.60</b>	\$34.18 <b>\$1,281.86</b>	\$35.04 <b>\$1,313.91</b>	\$35.91 <b>\$1,346.76</b>	\$36.81 <b>\$1,380.42</b>
<b>S9</b>	\$58,915.56	\$60,387.85	\$61,897.66	\$63,444.99	\$65,030.97	\$66,656.74	\$68,323.45	\$70,031.65	\$71,781.91
	\$31.37 <b>\$1,176.55</b>	\$32.16 <b>\$1,205.97</b>	\$32.96 <b>\$1,236.12</b>	\$33.79 <b>\$1,267.03</b>	\$34.63 <b>\$1,298.71</b>	\$35.50 <b>\$1,331.16</b>	\$36.39 <b>\$1,364.45</b>	\$37.29 <b>\$1,398.56</b>	\$38.23 <b>\$1,433.53</b>
<b>S10</b>	\$61,180.84	\$62,710.55	\$64,278.34	\$65,885.35	\$67,532.73	\$69,220.46	\$70,951.40	\$72,724.97	\$74,543.45

Employees receive a weekly salary. Annual wages may be approximate and they and the hourly rate are Note: for informational purposes only.

**APPENDIX D**  
**MEMORANDUM OF AGREEMENT**

In connection with the labor agreement effective for fiscal year 2008 and following, the Town of Greenfield and the SSEA agree as follows:

- (1) Employees hired prior to May 1, 2008 shall continue to have the following vacation schedule:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Hours/Year</u>	<u>Hours/Month</u>	<u>Day/Month</u>
Less than 3 years	11	82.5	6.88	.917
3-5 years	13	97.5	8.125	1.083
6 and 7 years	15	112.5	9.375	1.250
8 and 9 years	17	127.5	10.625	1.417
10 years	18	135	11.25	1.50
11 and 12 years	20	150	12.50	1.667
13 and 14 years	22	165	13.75	1.833
15 and 16 years	24	180	15.00	2.00
17-19 years	26	195	16.25	2.167
20-24 years	28	210	17.50	2.333
25 or more	30	225	18.75	2.50

- (2) Some bargaining unit positions are held by employees who have, in addition to their position's duties, taken on additional responsibilities not within the position's job description. Those employees who have accepted such additional responsibilities, and who have been provided a stipend for such duties, may volunteer to continue to perform such responsibilities and, if offered and voluntarily accepted, those stipends will continue for as long as the voluntary responsibilities are so assigned. Neither the Town nor the employee shall be obligated to continue the stipend assignment. Should the Town decide to establish and assign other stipend responsibilities to employees within the bargaining unit, it shall first give notice to the Association and negotiate the terms of such an assignment. The existing stipends are as follows.

Annual Stipends for S Employees Performing Work Outside  
of the Parameters of Their Regular Assignments

<u>Function</u>	<u>Stipend Amount</u>
Recycling Coordinator	\$2,000
IT Facilitator	\$2,000
IT Facilitator for the Library	\$1,000

- (3) It is understood that those employees who are designated as red-lined are not eligible for future steps or salary increases until either (a) expressly agreed otherwise or (b) adjustments to the schedule are made that allow them to be on the schedule.

- (4) Positions of Field Superintendent and Assistant Field Superintendent will be provided a salary adjustment stipend in the amount of two thousand dollars (\$2,000.00) paid over the year weekly with regular pay.

In addition, on a rotational or on an as assigned basis, the Director shall designate the Field Superintendent or an Assistant Field Superintendent to be available on call after normal business hours, including weekends and holidays, to receive response calls from the Emergency 911 Dispatch Center or other appropriate individuals as approved by the Director. Compensation shall be \$15 per day Monday through Fridays, \$18 per day on Saturdays and Sundays, and \$20 per day on holidays for each and every day the assigned person is on call to be available for response.

**APPENDIX E**  
**RED-LINE EMPLOYEES\***  
**FY15 –FY17**

<b>Salary</b>	<b>Employee</b>	<b>Chart Grade/Step</b>	<b>Redline</b>
DPW Office Manager	Janine Greaves	S3I:	\$51,176.32

Note: Notwithstanding the provisions of Appendix D(3), the Town agrees to award Ms. Greaves a 1.5% pay increase for FY15, a 1% pay increase for FY16 and a .05% increase for FY17.

**APPENDIX F**  
**SUBSTANCE ABUSE PROCEDURE**

A. Purpose:

The purpose of this program is to establish the fact that the Town of Greenfield and its employees have the right to expect a drug-free environment in the workplace. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of employees with a problem of alcoholism or drug dependency.

B. Scope and Standards for Testing:

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of employees shall only be permitted where there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance. Immediate alcohol testing shall be permitted based upon the reasonable suspicion standard herein provided. Job applications will refer to this policy and warn applicants that they may be tested.

The Town shall provide a suspected employee and the Union with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The employee may initiate a review of the directive to submit a test sample or undergo a health test. The Directive shall be reviewed by a Committee of five (5), comprised of two Union designees, two (2) Town designees and a health professional agreed on by the other four (4) members of the Committee.

The Committee will review evidence brought against the suspected employee and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within three (3) calendar days of a drug test directive being given to the employee, the employee will undergo the test and the test results will be sealed by the testing laboratory pending committee action.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the employee and only members of management and Union officials with a compelling need for this information.

The directive to submit to a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an employee's condition include but are not limited to:

- |    |           |  |
|----|-----------|--|
| 1. | Balance:  | sure/unsure/questionable               |
| 2. | Walking:  | steady/unsteady/questionable           |
| 3. | Speech:   | clear/slurred/questionable             |
| 4. | Attitude: | cooperative/uncooperative/questionable |

5. Eyes: clear/bloodshot/questionable
6. Odor of alcohol: none/strong/questionable

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the employee concerning his/her condition.

Reasonable suspicion shall be based on information as to observations and objective facts and the rational inference(s) which may be drawn from this data. Union representation at the time of the initial confrontation between the supervisor and an employee believed to be unable to work shall be secured. Unreasonable failure to do so shall invalidate the grounds for testing to that point, unless subsequently reconfirmed properly.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative, but not all-inclusive, examples of such circumstances:

1. An employee deemed impaired or incapable of performing assigned duties.
2. An employee experiencing excessive vehicle or equipment accidents or involved in a dangerous situation reasonably suggesting the employee was not acting with his/her usual care.
3. An employee exhibiting behavior inconsistent with previous performance. An employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

Alcohol testing shall be performed without prior Committee review based upon reasonable suspicion as hereinbefore provided. It is agreed, however, that except in the case of a vehicle accident or other dangerous situation involving the employee, the Town will avoid alcohol testing unless the employee has created a repeated reasonable suspicion situation and has been offered and has refused to accept a rehabilitation program.

C. Employee Grievance Rights:

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require testing shall be final and binding and not subject to the Grievance and Arbitration procedure. However, nothing herein shall be interpreted to deprive an employee of his/her rights under this Agreement or State labor law to contest disciplinary action through the grievance and arbitration procedure.

D. Testing:

All testing is to be conducted by trained personnel at the Franklin Medical Center or other designated vendor. Unless directed otherwise by the Review Committee, testing for alcohol will be by means of a blood test; however, by mutual agreement between the employee and the Town, a breathalyzer test may be used as a preliminary screen. Unless directed otherwise by the Review Committee, testing for drugs will be by means of urinalysis testing; the immuno-assay procedure (EMIT) will be used as a preliminary screen and any positive result will be confirmed by the gas chromatography/mass spectrophotometry test. Such drug testing will be for cannabinoids, cocaine, amphetamines, barbiturates and opiates, as well as synthetic and substitute narcotics. The test sample taken from the employee shall be secured in accordance with Hospital standards. Failure to provide the test sample as directed will result in disciplinary action. The employee will be provided with a sample specimen, appropriately sealed, identified and safeguarded, to be used for confirmatory testing if desired.

The Town shall test urine samples for the applicable drugs pursuant to DOT regulation and requirements and as administered by the Town's third party testing vendor.

At the time an employee provides the medical officer or laboratory technician a urine sample, the employee shall also provide said officer or technician a confidential written statement as to whether such employee is using any prescription drugs. In the event that both his/her initial test, secondary confirmatory test and the employee's independent test are positive of the same sample, then unless the employee has prescription(s) for the purchase and use of the drug(s) tested for, which prescription has been issued for the employee's use by a medical physician licensed in Massachusetts, which prescription issuance and use is verified by the Town, then the employee shall be relieved of duty and placed on vacation, sick or personal day leave, with pay, to the extent such is available to him/her; and he/she shall be evaluated and participate in the Town's drug rehabilitation program(s) in accordance with the provisions of this Article.

The Town may require an employee tested positive in the initial test and confirmatory second test to provide it a copy of the said prescriptions, which prescription issuance and use it may verify in its discretion. The Town, upon receipt thereof, shall maintain a record of same in a confidential manner, available only to the employee and to the Union at his/her written request. Where the testing of a urine sample requested by an employee as provided in this Article is negative and if the Town's initial and secondary confirmation tests are positive, the fact of prescriptive use of said drugs or any of them, so verified herein, shall preclude any Town disciplinary action against the employee, or any requirement that he/she participate in the program(s) referred to in this Article.

E. Positive Test Consequential Procedures:

Rehabilitation programs shall be mandatory for employees with confirmed positive results or for any employee admitting drug usage. Employees who successfully complete a rehabilitation program approved by the Town shall be guaranteed no disciplinary action and a one time only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this Article that an employee who is found to test positive on the drug screening shall be treated within the Employer/employee relationship. It is incumbent upon the employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal include a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the employee has no other accrued leave available. The employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the employee shall be immediately subject to disciplinary action which may be termination of employment.

The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

It is agreed that the parties will make every effort to protect privacy and confidentiality. It is further agreed that this policy is not intended to address any criminal conduct, and that nothing herein shall be interpreted so as to interfere with any police investigation.

**APPENDIX G**  
**MEMORANDUM OF AGREEMENT**  
**IMPACT BARGAINING PROCESS**  
**OUTSOURCING WORK**

Pursuant to the Agreement entered into between the Town of Greenfield (“Town”) and the Salary Scheduled Employees Association (“Union”) executed 2/14/13, the process for impact bargaining and conclusion of bargaining between the Town and the SSEA is as follows:

1. The Town sends written Notice to the SSEA that it intends to contract out work functions, tasks or duties that are being performed by a bargaining unit employee as described in his/her job description. The Notice will include:
  - A. The position affected.
  - B. The intended date for implementation of the change.
  - C. The Town’s rationale in making the decision.
  - D. All documents and data the Town has relied on which evidences the monetary savings or desired efficiencies the Town intends to save and or accomplish by the decision.
2. The Notice starts a ninety (90) day bargaining Timeline wherein a minimum of six (6) meetings must occur, if necessary.
3. At either party’s request, a one-time extension may occur, for a maximum of thirty (30) days, for further negotiation. A minimum of three (3) meetings must occur in this time period, if necessary.
4. After one hundred twenty (120) days, if no agreement has been reached the parties agree that impasse on the subject matter has been attained.
5. The Town may implement its decision following notice to Union.

## **APPENDIX H** **RE-OPENERS**

### **HEALTH INSURANCE**

The union recognizes that health insurance costs are a significant and rising expenditure and liability to the town's annual budget. The union will continue to cooperate with other unions and the town through the Insurance Advisory Committee.

Either party may serve notice on the other that they wish to reopen the contract on the subject of health insurance during the life the contract, which shall include wages as part of the re-opener. By mutual agreement, the parties will meet and bargain in good faith within 30 days of such notice.

### **LTD PROPOSAL**

It is understood the LTD program will be instituted when all non-public safety Town unions (,e.g. Clerical, DPW, SSEA) finally agree to the same program and language changes to their respective Sick Leave Articles so the program is standardized for all employees.

It is understood the current Article 9, Sick Leave remains in effect until the same LTD program and language changes to the respective Sick Leave Articles have been ratified by the unions and the program is implemented.

As it is unknown what changes may be made to the proposal, if any, during Town negotiations with other unions, the parties agree to a re-opener on the proposal if changes are made and agreed to by the Town and any other nonpublic safety union to the attached Appendix I proposal that has been presented to the SSEA during negotiations. With mutual intent to come to an agreement, the parties will meet and bargain in good faith after within 30 days after such request to re-open.

## **APPENDIX I**

### **LTD PROPOSAL**

To amend Article 9 Sick Leave to conform to the below proposal and concept.

- 90 day elimination period for LTD (up to 65 days of actual work days is what is needed for full pay until LTD kicks in);
- Current accrual levels 'on the books' in excess of the elimination period are frozen and cannot increase;
- Change from accrual system to 7 days per year (use them, move them to STD personal bank if less than 65 days on an 90 day elimination period, or 'lose' them if at 65 days);
- No continued accumulation for those presently with accruals at 65 days or more. If go below 65 any fiscal year may again carry over to attain the 65 days for the elimination period;
- No buyback for employees hired 7/1/14 or after;
- Employees not 'vested' who currently have less than 10 years of service buyback at 10% (i.e., hired 7/2/04 to 6/30/14) and capped at \$5000; buyback limited to excess of 65 days but not the self-funded portion of STD. No buyback if resign, only retirement, death or disabled.
- Employees who are 'vested' with 10 years of service or more (i.e., hired 7/1/04 or prior) are grandfathered at 20% buyback on all hours (i.e., STD and the frozen sick leave hours in excess of 65. No buyback if resign; only retirement, death or disabled;
- All accrued hours up to 65 days on books shifted to individual STD self funded "sick leave/STD" account to cover elimination period; hours/days in excess of 65 days remain as frozen accrued sick leave buyback;
- If not enough STD days for elimination period employees may purchase through BM a STD individual contract under a group policy till have STD funded; OR, may roll the dice on going into a no pay status until LTD kicks in;
- BM will issue an Addendum to the LTD policy so that anyone who has accumulated sick days in excess of the elimination period may use 40% of those hours added to the 60% to get 100% of their salary for as long as they have accruals on the books.