

Integrated AFSCME Agreement Through June 30, 2026

PREAMBLE

WHEREAS, the American Federation of State, County and Municipal Employees (hereinafter called A.F.S.C.M.E.) or the Union was recognized by the Select Board of the Town of Middleton as the exclusive representative of certain employees of the Town of Middleton, to wit, the Town's Administrative Assistant Unit, (hereinafter called the "Town" or the "Employer");

WHEREAS, the parties hereto desire to establish and maintain harmonious and a state of mutual understanding and cooperation between them;

NOW, THEREFORE, in consideration of their mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follows:

ARTICLE 1 (formerly I) RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all clerical employees of the Town of Middleton working an average of 15 hours per week or more, excluding employees of the library, Council on Aging, and any employee defined as a "confidential employee."

ARTICLE 2 (formerly II) NO DISCRIMINATION

There shall be no discrimination, interference, retaliation, restraint, or coercion by the Board, Union or their respective agents against any employee because of his/her membership or non-membership in the Union or activities on behalf of the Union.

ARTICLE 3 (formerly III) CHECKOFF

The Employer agrees that from and after receipt of written authorization it will deduct from the salary of the employee executing said authorization the sum per week designated as Union dues and initiation fees. The authorized financial officer of the Union shall inform the Employer through the Treasurer/Collectors office of these authorizations.

Deductions provided for above shall be remitted to the authorized financial officer of the Union no later than the twentieth day of the month following the month in which the deduction is made. Upon request, the Treasurer/Collectors office shall furnish the financial officer of the Union each month a record of the employees from whose earning deductions have been made and the amount of the deduction.

The Union agrees that it will indemnify and save the Employer harmless from any and all liability, claim, responsibility, damage or suit which may arise out of any action taken by the Employer in accordance with the terms of this Article or in reliance upon the authorizations described herein, in an amount not to exceed the sum received by the Union on account of the deductions made from the earnings of such employees.

No employee shall be required, as a condition of employment, to join the Union; however, any employee who elects to join the Union shall sign and submit to the Town the authorization of dues forms.

Any employee may elect to pay an Agency Fee, equal to the dues amount, to the Union by executing an Agency Fee authorization form, expressly authorizing the Town to deduct the Agency Fee.

Upon receipt of an authorization of dues/agency form, the Employer agrees to deduct, each pay period, union membership dues or agency fees levied in accordance with the Constitution of the Union from the pay of each employee in the unit who executes or has executed said form. The Town shall remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues/agency fees deducted. Such remittance shall be made by the 20th of each month for the prior month.

No such deductions shall be made without an authorization dues/agency form. Deductions may be made for all bargaining unit employees who have executed said form, regardless of their probationary status.

The Union shall be responsible for providing a welcome packet to all new employees who are members of the bargaining unit, with the forms required herein in addition to the Town's usual onboarding process and documents for all new hires.

In consideration of the employer's entering into this collective bargaining Agreement, which Agreement includes union dues and agency service fee provisions, the Union hereby agrees to indemnify the said employer and hold it harmless from any and all claims, liabilities or costs of the employer which arise out of entering into or enforcement of said provision or which arise-out a/the payroll deduction of the union dues or agency service fees.

ARTICLE 4 (formerly IV)

GRIEVANCE PROCEDURE

Both parties recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time:

Section 1:

A grievance shall be defined as a complaint between the Town and the Union and/or the employee involving an alleged specific and direct violation of a specific provision of the Agreement.

Section 2:

A grievance must be presented within five (5) days of the time of the occurrence of the act, decision, or ruling forming the basis of the grievance and must be processed in accordance with the steps below:

Step 1:

The employee shall present the grievance, in writing, to his/her department head, or the department head's designee, who shall give the employee-grievant his/her answer, in writing, to the grievance within five working days.

Step 2:

If the grievance is not satisfactorily settled, it shall be appealed, in writing, to the Town Administrator within five (5) working days after the employee's receipt of the written answer from Step 1.

The Town Administrator or its designated representative, the grievant, and/or the chairperson of the Union or his/her designee, shall meet to discuss the grievance within fourteen (14) calendar days.

The Town Administrator will give its written answer to the grievance within five (5) working days of the meeting.

Step 3:

If no satisfactory settlement of the grievance is made in Step 2, it may be appealed to arbitration by written notice served upon the Town Administrator within thirty (30) workdays after the written decision under Step 2.

Section 3:

Except in cases where an employee reasonably feels that his/her physical welfare and safety are in danger, employees will perform as told by their supervisor pending final resolution of the grievance.

**ARTICLE 5 (formerly V)
ARBITRATION**

Any grievance which remains unsettled after having been processed through the grievance procedure pursuant to Article 4 which involves the interpretation or application of a specific provision on the Agreement shall be submitted to Arbitration upon written request of either the

Union or the Town provided such request is made within thirty (30) days after the final decision of the Town has been given in writing to the Union.

A request for Arbitration shall state in reasonable detail the nature of the dispute, the specific provision of this Agreement alleged to have been violated and the remedy requested. The request shall be sent to the American Arbitration Association and a copy shall be furnished to the other party.

Within fifteen (15) days following written request for Arbitration of a grievance, the Town or the Union may request the American Arbitration Association to submit a panel of names from which an arbitrator may be chosen. In the selection of arbitrator and the conduct of any arbitration, the voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement, provided that no arbitrator shall have any authority or jurisdiction to add, to detract from, or in any way alter the provisions of this Agreement or determine the arbitrability of any issue.

The cost of the arbitration proceeding will be borne equally by the Town and the Union. Each party shall be responsible for compensating its own representative.

If either party disputes the arbitrability of any grievance in any appropriate Court of Law or Equity, it is agreed that said Court shall determine the question of arbitrability de nova without according any weight to any decision on arbitrability that may have been previously made by the Arbitrator and/or any administrative agency in the same case.

ARTICLE 6 (formerly VI)

RIGHTS OF THE SELECT BOARD

Section 1:

The parties agree that except as specifically and directly modified, amended, or abridged by express language in a specific provision of this Agreement, the Select Board retains all rights, powers and prerogatives that it has or may hereafter be granted and may lawfully exercise the same at its discretion without any such lawful exercise being made the subject of a grievance or unfair labor practice charge.

The category of exclusive rights, powers and prerogatives retained and reserved to the Board shall expressly include, and nothing herein shall be deemed to limit, impair, or qualify the Board's exclusive right to manage the Town's operations, to direct and control those operations and independently to make and carry and execute all plans and decisions deemed necessary by the Board in its judgment to the welfare, advancement and best interests of the Town departments; and to execute and implement into policy all plans and decisions required of the Board by Town Meeting, mandatory directives passed by the Legislature or issued by a superior governmental authority which the parties hereto recognize and agree are not proper subjects for either mandatory or permissive collective bargaining,

Said rights, powers and exclusive prerogatives include but are in no way to be construed as limited to the rights, powers and exclusive prerogatives to: hire (full, part-time, seasonal, or temporary employees); fire; suspend; or in any other manner discipline; promote; demote; lay-off or otherwise reduce the work force; transfer (permanently or temporarily); assign or reassign (permanently or temporarily); evaluate the performance of; prescribe hours for the working conditions of; assign any added, lessened or different duties, work and responsibility to; set standards and requirements applicable to and make determinations of eligibility for any in-step wage increases for; promulgate rules and regulations concerning the working conditions and safety of; regulate and restrict the use of Town property (real or personal) by; make any deductions because of the absence of or failure to perform work by; and prescribe any safety and training programs or policies for employees of the Town Departments; and to assign work to whatever personnel, either in or out of the unit, and to determine the amount and kind of work to be subcontracted (provided current employees are not replaced), that the Board, or its representatives, in its discretion, deems necessary.

ARTICLE 7 (formerly VII)

NO-STRIKE CLAUSE AND THE CONTINUITY OF EMPLOYMENT

Section 1:

In recognition of its obligations under the provisions of Section 9A of Chapter 150E of the General Laws, the union hereby agrees and affirms that during the term of this Agreement, neither it nor any of its agents will engage in, incite, or participate in any strike, sit-down, stay-in, work stoppage, withholding of services, concerted sick call-in or leave taking, or intentional unauthorized absences, or any other lawful interference with assigned or expected work.

Section 2:

The Union further agrees that should any strike, sit-down, stay-in, work stoppage, withholding of services, concerted sick call-in or leave taking, or intentional unauthorized absences or any other like or similar interference occur, it shall put forward every reasonable effort to immediately have the activity terminated.

Section 3:

Individual employees who violate Section 1 and Section 2 hereof shall be subject to disciplinary action.

Section 4:

It is agreed that the Board will not seek monetary damages against the Union for violation of this Article as long as, in the judgment of the Board, the Union fully complies, and continues to comply with the provisions of Section 2 hereof.

ARTICLE 8 (formerly VIII)

UNION ACTIVITY AND EMPLOYEE PARTICIPATION

Section 1:

If the Board, or its representatives, schedules negotiations during working hours, the representatives of the Union shall attend such negotiation sessions without loss of pay or benefits.

Section 2:

The Union agrees to promptly notify the Board of any changes in the identity of its officers or authorized agents.

Section 3:

Designated Union stewards shall not suffer a loss of pay or benefits for the time reasonably necessary for the investigation and presentation of grievances.

Section 4:

The Board agrees to supply one (1) Bulletin Board or part of an existing board for each division in a central location for the exclusive use of the Union.

Section 5:

The Board agrees to grant authorized representatives of the Union license to enter upon Town property for the reasonable discussion of Union business and affairs with employees as long as such activity does not interfere with the employees' work day or Town Business.

Section 6:

The Union and the Town will each be responsible for reproducing its own contracts and amendments from one original to be furnished by the Town for use of both parties.

ARTICLE 9 (formerly IX)

EMPLOYEE PROMOTION. REASSIGNMENT, DISCHARGE, SUSPENSION, REPRIMAND OR OTHER DISCIPLINE

Section 1:

All original and promotional appointments to bargaining unit positions shall be probationary in nature during the first six months of the employee's service with the Town in said position. This probationary period is established for the effective adjustment of the new employee or the employee to their new classified position. Also, it shall be utilized to study the employee's work. If the employee's work does not meet required standards, the Town may dismiss any employee on original probationary employment, at any time, during said probationary period. If the circumstances of a probationary period are such that the Employer is unable to make a decision on a permanent appointment of an individual, the Employer may request an extension of the probationary period for up to an additional six months' duration, and the union shall not unreasonably deny such request; an employee in such an extended probationary period shall be paid the next higher step in the pay scale for the designated labor grade of said employee.

If the employee is on a probationary period in a promotional, demotional or lateral status, the Town may return said employee to their original classification for failure to perform work to the required standard.

Section 2:

Employees who have been formally reprimanded by a supervisor shall be notified of such action and shall have the right to meet with the supervisor who shall review and explain the action to the employee.

Section 3:

No employee will be disciplined, or reprimanded, or suffer any loss of pay or promotion without just cause. Any warning or reprimand which does not involve the forfeiture of compensation shall be handled "in house" and shall not be subject to arbitration. Any written disposition of any warning or reprimand shall be removed from an employee's personnel file after one {1} year.

Section 4:

The Board upon written request, will provide the Union with reasonably relevant material as is necessary to enable the Union to fully protect the rights of its members and to interpret and police this Agreement. The Union will bear any reasonable cost to the Town providing such information as relates to this Section.

Section 5:

Each employee shall receive on a one-time basis a complete photocopy of his/her existing personnel file. Each employee shall have the right to initial as having seen any subsequent addition to his/her personnel file regardless of the nature of the addition and shall have the right to file a rebuttal. Nothing shall be removed from any personnel file. However, nothing which is over five years old shall be used in any evaluation of any employee.

ARTICLE 10 (formerly X)

SENIORITY

Section 1:

Each employee in the bargaining unit shall have and accumulate contractual seniority on the basis of total length of continuous service as an employee of the Town of Middleton.

Section 2:

Employees shall lose their contractual seniority for the following reasons:

1. Resignation or other voluntary termination.
2. Discharge for cause.
3. Retirement.
4. Sustained absence from normal duties for a period of sixty (60) days without filing application for a leave of absence, sick leave, or other request for authorization of absence with the Board; or, if granted a leave of absence, the employee accepts employment elsewhere without prior approval.

Section 3:

Employees shall not accrue seniority for time working for the Town in a position not covered by this agreement. All seniority calculations shall be based upon full-time employment with periods of part time employment being pro-rated.

Section 4:

The principal of seniority shall govern and be applied in cases of reassignment, lay off, and choice of vacation period. The supervisor or Departmental Board, however, shall have the right to reasonably maintain a balanced work force in considering the relative qualifications and demonstrated abilities of employees within said Supervisor's or Departmental Board's discretion and judgment; or, in reasonable cases of emergency.

Section 5:

Part time employees shall be dealt with in a category separate from the full-time employees. Benefits for part time employees shall be assigned on a proportionate basis with the number of hours worked per week as further specified in this Agreement.

ARTICLE 11 (formerly XI)
JOB POSTING AND BIDDING

Section 1:

When a vacancy, occurs in a bargaining Unit position, the vacancy will be posted on a bulletin board in a conspicuous place in a notice containing the grade, pay rate, a brief description of the duties, and qualifications. The notice shall remain posted for a period of five (5) working days. The Union will be notified of the vacancy, in writing, prior to the posting.

Employees may apply for the vacant position throughout the five (5) day posting period and up to the three (3) most senior applicants for the vacant position will be considered on the basis of seniority, background, training, past record, experience, proven ability, scheduling availability and work force balance, among other things.

Section 2:

The successful applicant shall be given a defined day trial period in the new position at the applicable rate of pay. If, at the conclusion of the trial period it is determined in the judgment of the Supervisor or Departmental Board that the employee is not qualified to perform the work required of the new position, the successful applicant shall be returned to his/her old position at this old rate of pay. The again vacant position shall be re-posted: the employee who failed to qualify for the position during the trial period shall not be eligible to bid for the job.

ARTICLE 12 (formerly XII)
JOB CLASSIFICATION AND PAY SCALES

Section 1:

All regular full-time and part-time bargaining unit employees of the Town shall not be eligible for consideration for advancement to the next higher step until such time as the employee is

receiving the maximum rate of such position after serving one (1) year at the minimum (Step 1) and one (1) year in each intermediate step until reaching-a maximum rate after completion of the third (3rd) year (Step 3) as defined in the Classification and Pay Scales listed in Appendix A; except, however, that the Board reserves the right, to hire employees at a rate higher than the minimum rate for a position.

Section 2:

Promotions from minimum to maximum steps within grade shall be successive steps annually; salary increases of any kind are not automatic but-shall not be withheld except for good cause. The Town reserves the right to promote to a higher paid step if recommended by the employee's department head.

Section 3:

An employee promoted or reclassified to a higher rated position or grade shall enter it at the minimum rate {or step) for the appropriate compensation grade; except, however, that if his/her existing rate is the same or higher than the minimum rate for the higher-rated position, he/she shall be moved to the next higher step above his/her present salary.

Section 4:

The salary of each employee in the bargaining unit shall be determined pursuant to the provisions set forth in Appendix A attached.

Section 5:

In addition to the base salary employees receive on an annual basis, additional amounts of compensation shall be paid in recognition of length of service to the Town of Middleton. For the purpose of computation, an employee's service shall be measured from their date of appointment as a permanent bargaining employee. Payments shall be made annually in the first paycheck in July. To qualify for this additional stipend for any fiscal year, an employee shall have achieved their requisite duration of service by July 1st of that year.

If an employee is currently employed full-time, but has worked for the town in a part-time capacity in the past, years of permanent service for the purpose of longevity are calculated based upon full-time service with years spent in a part-time capacity calculated on a pro-rated basis.

For the purposes of longevity, full-time employees shall be those working 20 hours or more per week. Subject to the foregoing provisions of this section, payments shall be made in accordance with the following schedule:

Number of years of service	Longevity Stipend Full-Time	Longevity Stipend Part-Time	Pay Out Schedule
Completion of five years	\$1,000	\$800	July
Completion of ten years	\$1,200	\$1,000	July
Completion of fifteen years	\$1,600	\$1,200	July
Completion of eighteen years	\$2,000	\$1,600	July
Completion of twenty-five years	\$2,400	\$1,800	July

Section 6:

- a. The cleaning and clothing allowance of \$450 for the Police Administrative Assistant shall be paid throughout the fiscal year upon proof of purchases.

The cleaning and clothing allowance for the Fire Administrative Assistant of \$940, of which \$340 shall be paid the third week of December for cleaning services and the balance to be paid throughout the fiscal year upon proof of purchases.

- b. One employee in Memorial Hall and one employee in the DPW Office Building shall receive a \$200 stipend for maintaining a valid Massachusetts Notary License to be used while at work for town business only, which shall be paid in the first week of June of each year.
- c. A \$500 Water Conservation Administration stipend shall be paid to the DPW Multi-Department Clerk Dispatcher during the first pay period of each fiscal year.

ARTICLE 13 (formerly XIII)

HOURS WORKED AND OTHER DUTIES AND CONDITIONS OF EMPLOYMENT

Section 1:

In the event of emergency conditions, whenever conditions reasonably permit, for approximately every four (4) hours of continuous working time, an employee will be granted up to thirty (30) minutes to eat without loss of pay.

Section 2:

Normally, the basic work schedules and hours of work of employees will not be substantially modified unless or until the Union is notified of the Town's contemplated change and has been given an opportunity to discuss the Town's decision and its effects upon the employees; provided, however, that the Town reserves the right to distribute employees of equal ability and qualifications so as to maintain a balanced department; and provided, further, that the Supervisor or Town shall have the right to adjust and arrange schedules to allow for annual vacation schedules. The provisions of this Section shall not apply to emergency conditions.

The Town will be given the flexibility to make modest adjustments to schedules mutually acceptable to the employee(s) and management, for such things, but not limited to, summer work hours.

Section 3:

In the event that the Town Hall is closed by order of the Select Board or the Town Administrator because of inclement weather, Town Hall employees shall not lose pay or benefits.

Section 4:

On the day before Thanksgiving (Wednesday) and the last working day before Christmas Day Observed, employees shall work one half of the normal working hours up until 1:00 p.m. If needed, at the sole discretion of the Department Head, employee hours may be adjusted to begin work later and work through 1:00 p.m.

Section 5:

Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty at the discretion of the Town Administrator or the Assistant Town Administrator/HR Director.

At the Town's request, the employee will release to the Town Administrator, attorneys, physicians, and anyone else who has a reasonable need for access to the records in order to carry out the provisions of this article, all medical records/reports applicable to the temporary incapacitation requested by the Town to make a determination of the employee's ability to perform limited duty. The employee will fully cooperate with the evaluation process,

The Town may require an employee to undergo an evaluation by a physician or specialist designated by the Town or the Town's insurer to determine the employee's ability to perform limited duty. If the employee intends to seek an opinion from the employee's physician, the employee will do so immediately after receipt of the Town's (or Town's insurer's) physicians' opinion and document that it has done so to the satisfaction of the Town. The employee's physician's opinion will be provided as soon as possible but in no event more than fifteen (15) calendar days from the employee's receipt of the Town physician's (or Town's insurer's physician's) opinion, except in extraordinary circumstances. Where the employee's physician expresses an opinion in writing that expressly conflicts with the Town's physicians' (or Town's insurer's physicians' opinion), the two (2) physicians shall choose a third physician, whose opinion will decide the issue. The Town will pay the expense of the third physician.

Employees who are determined fit to perform limited duty, requested to do so and fail to do so shall be removed from the payroll and be subject to disciplinary action up to and including termination.

ARTICLE 14 (formerly XIV) OVERTIME

Section 1:

Employees shall be paid overtime at the rate of one and one half (1 1/2) times their regular rate of pay for work performed in excess of their regular work schedule.

Section 2:

Employees who have completed their normal workday hours and assignments and have left the premises and are recalled to work before the next day's normal starting time by an authorized agent of the Town shall be paid at the rate of time and one-half for all hours worked on such recall.

Except in an emergency, and where reasonably possible, the employee shall be informed by 1:00 P.M. on any day he/she is to be recalled for overtime work.

Employees that are recalled under the provisions of this Section shall be guaranteed a minimum of two (2) hours' pay at time and one-half. Overtime recalls which exceed four (4) hours shall be rounded to the next higher hour.

Section 3:

Overtime shall be equally and impartially distributed among qualified personnel in each area where such personnel ordinarily perform such related work and duties in the normal course of their work. In the event that a need for overtime should occur at the end of a regularly scheduled work day, overtime will be on a voluntary basis, except for emergencies as determined by the department head, and shall be distributed first among those employees who normally perform those duties in the normal course of their work week.

Section 4;

Under normal circumstances, overtime work shall be voluntary.

Section 5:

Vacation, sick leave, and personal leave shall not be considered time worked for the computation of overtime.

**ARTICLE 15 (formerly XV)
VACATIONS**

Section 1:

Vacation leave approved by the Supervisor or Departmental Board will be granted each year, provided the Supervisor or Departmental Board shall have the discretion to approve vacations so as to maintain and retain a reasonably balanced work force.

Section 2:

After initial selection of a vacation period, if an employee then desires to change vacation, he/she shall be able to give reasonable notice of such change, and the employee's request shall be honored whenever feasible. Anyone with four or five weeks' vacation may be required only to take up to two weeks in July. Anyone with less than four weeks' vacation may be required only to take one week in July.

Section 3:

Upon separation of employment, the employee shall receive payment equal to the amount of vacation pay the employee has accrued not to exceed two (2) weeks pay. If separation is caused by death of the employee, such payment will be made to the estate of the employee.

Section 4:

Employees who have been regularly and continuously employed by the Town shall be granted vacation leave without loss of pay in the following manner:

After six (6) months' service	One (1) week vacation
After one (1) years' service	One (1) additional weeks' vacation (for a total of two (2) weeks at the end of year one (1)).
After five (5) years' service	Three (3) weeks' vacation
After ten (10) years' service	Four (4) weeks' vacation

Thereafter, one (1) additional vacation day (for each year of service after fifteen (15) years, up to twenty-five (25) vacation days (five (5) weeks).

Section 5:

Vacation leave shall be granted only if the employee has actually worked for thirty (30) continuous weeks in the aggregate during the twelve (12) months preceding June 1st in the year that the vacation is due.

Section 6:

Employees who are reinstated or re-employed shall be credited with previously earned and accumulated vacation leave as a result of employment by the Town of Middleton when such reinstatement re-employment occurs within two (2) years of their previous employment by the Town of Middleton.

Section 7:

Employees may carry 40 hours of vacation leave into the next contract (fiscal) year for use therein before September 30 of the new fiscal year. Employees may carry up to an additional 40 hours of vacation leave (for a total of up to 80 hours) into the next contract (fiscal) year for use therein before September 30 of the new fiscal year with the permission of the department head and Assistant Town Administrator. Employees may buy back up to 40 hours of vacation time in lieu of taking said vacation time.

Section 8:

On the next ensuing pay period after the employee's six (6) month anniversary, they would be able to utilize their initial one-week vacation accrual. On an employee's one (1) year anniversary they would be eligible for the second week of vacation, as outlined in Section 4 of this article. All further increases to their accruals will occur on the July 1st following their anniversary date.

Example: On July 1, an employee regularly and continuously employed with the Town for nine years is credited with three weeks of vacation leave without loss of pay. On the July 1st after the 10th anniversary the employee is credited with one additional incremental week of vacation leave without loss of pay.

ARTICLE 16 (formerly XVI)

HOLIDAYS

Section 1:

The following days shall be paid holidays on the date celebrated or on the day designated by the Commonwealth of Massachusetts as the holiday.

New Year's Day, Martin Luther King Day, Washington's Birthday, Patriots' Day, Memorial Day Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving, the day after Thanksgiving, and Christmas Day

Section 2:

When any of the holidays listed above in Section 1. falls on an employee's normal day off, the nearest scheduled working day shall be considered to be the holiday. Holidays for part-time employees shall be adjusted and/or compensated according to their work schedule.

Section 3:

Holiday leave pay shall be eight (8) hours pay at straight time rate, or normal working day.

Section 4:

Employees who are required to work on one of the holidays listed above in Section 1 except Thanksgiving Day, Christmas or January 1, shall receive in addition to regular holiday leave pay as provided above in Section 3, an additional day's pay for eight (8) hours' work (or normal work day) at time and one-half (1 1/2).

Section 5:

Employees who are required to work on Thanksgiving Day, Christmas Day or January 1, shall receive in addition to regular holiday leave pay as provided above in Section 3 an additional day's pay for eight hours work (or normal working day) at double (2) time.

Section 6:

If a member must work during a snow related "State of Emergency", they will be allowed a floater day based on the regular hours worked on the original day and to be used within sixty (60) days of the original day.

ARTICLE 17 (formerly XVII)

SICK LEAVE ADDITIONAL INJURY LEAVE MILITARY LEAVE AND OTHER AUTHORIZED LEAVE

Section 1: Sick Leave

1. Sick leave shall be credited at the rate of one and one quarter (1 1/4) days per month of sustained and continuous employment for the Town of Middleton.
2. Sick leave shall be accumulated to one hundred fifty (150) days.

3. Sick leave credit shall commence at once for employees beginning their employment on the first working day of a calendar month; otherwise, sick leave credit shall commence on the first day of the month following the first day of employment and shall, accumulate each calendar month thereafter.
4. Sick leave may be granted at the discretion of the Town to employees only under the following conditions:
 - a) When they are incapacitated from the performance of their duties by illness or injury.
 - b) When through exposure to a contagious disease the presence of the person at his/her job would reasonably jeopardize the health of others.
 - c) With a doctor's note for periods longer than a three -day continuous absence or five days in a calendar month.
5. As stated above in Paragraph 4, while the granting of sick leave is discretionary with the Town if granted, the qualifying employee must thereafter comply with the rules defined herein:
 - a) Notification of absence must be given to the Town as early as possible on the first day of absence.
 - b) If such notification is not given within a reasonable time under the circumstances, then the Town may, at its discretion, charge such time as absence without pay.
6. Sick leave earned by an employee following his/her return to duty after a leave without pay or absence without pay shall be applied against such leave or absence as specifically provided herein.
7. Employees whose employment by the Town is uninterrupted shall retain all accrued sick leave credits.
8. Employees who are reinstated or who are re-employed shall be credited with the sick leave credits they have accrued at the termination of the previous service; except, however that no credit for previous service may be allowed where reinstatement or re-employment occurs after an absence of two (2) years or more.

Section 2: Jury Leave

Employees selected for jury duty shall be granted leave for the duration of such duty. Upon presentation by the employee of an affidavit of jury pay granted, said employees will be paid the difference between the jury pay and the employed regular salary.

Section 3: Personal Leave

An employee shall be granted time off for which they will be paid at their normal rate to conduct personal business. Such personal leave shall not exceed 24 hours per year (pro-rated for employees who regularly work less than 40 hours per week). Personal leave shall be prorated for part-time employees. Personal days shall be granted for fractions of a day of one hour or more. Personal leave is awarded on July 1. For the first year of employment, employees are awarded personal leave on a pro-rated basis based on their first day of employment and are not eligible to take personal time until they have been employed continuously for six months.

Personal Days may not be carried forward year to year.

Section 4: Death in Family

In case of a death of a father, father-in-law, mother, mother-in-law, grandparent, sister, brother, spouse, child, brother-in-law or sister-in-law of an employee, the employee shall be granted a leave of absence not to exceed five (5) working days and not including weekends or holidays without loss of pay or benefits. One day permission to attend the funeral of an uncle, aunt, nephew, niece, or cousin will be allowed. Additional leave may be granted at the discretion of the Select Board or the Town Administrator.

Section 5: Military Leave

The Board will conform to the provisions of any universal military training law and any valid interpretations thereof affecting employees in the bargaining unit.

Employees are entitled to the provisions of Chapter 33, Section 59 of the General Laws, which provides for remuneration and other benefits during the time of their service in the armed forces or the state during their annual tour of duty as a member of a reserve component of the Armed Forces of the United States.

Section 6:

Employees are eligible to participate in the town-wide sick bank as instituted by the Select Board's policy, but are not required to participate.

Section 7:

If a member must work during a snow related "STATE OF EMERGENCY," they will be allowed a floater day based on the daily regular hours worked on the original day worked and to be used within sixty (60) days of the original day.

ARTICLE 18 (formerly XVIII) HEALTH AND WELFARE

Section 1:

The Town of Middleton agrees to pay the same rate of contribution of the cost of an indemnity insurance plan or HMO as it does for all other employees, seventy-five percent (75%) of the cost of the dental plan and one-half (1/2) the cost of a \$10,000.00 term life insurance policy, the details of which are covered in a supplementary booklet. The Town will deduct the employee's

share from the payroll checks of participating employees upon receipt of the proper authorization signed by the employee.

Section 2:

All union bargaining members have access to the Employee Assistance Plan:

- a. The Town and the Association recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Association also recognize there is a range of human problems which may affect employees' job performance, arising from family crises, emotional, financial and/or substance abuse difficulties, which may manifest themselves in deteriorated work performance. In such instances, the Employee Assistance Plan (EAP) may be utilized by employees and the Town as a corrective measure.
- b. The Town shall provide an EAP for the life of this Agreement, access to which Plan shall be free of charge and on a confidential basis to all employees covered under this Agreement, for up to three visits with the EAP Coordinator. The scope of functions of the Coordinator shall be to determine the nature of the problem and identify appropriate mechanisms for resolving it; identify suitable resources for problem resolution and facilitate access to these resources; and counsel supervisors in the early identification of employee problems and appropriate methodologies for dealing with troubled employees. For issues beyond the scope of the Coordinator and which must be referred to an outside agency, the employees (or their health insurance plan) shall be responsible for the costs of the service to which they have been referred.
- c. Any employee who has a personal problem which they believe could be resolved through EAP may contact the EAP Coordinator directly for assessment and referral. Any information given to the Coordinator or the outside agency shall be held in the strictest of confidence.
- d. In the event the supervisor determines that an employee's performance might be improved through counseling with EAP, they may recommend consultation with the EAP Coordinator. In such circumstances, the EAP Coordinator shall not share information, arising from the referral, with the supervisor. Referral to the EAP will not necessarily suspend any disciplinary action otherwise contemplated or commenced.
- e. In the event previous efforts to encourage an employee to improve their work performance have been unsuccessful, a supervisor may make a mandatory referral to the EAP. Such mandatory referrals are appropriate only if it appears that the employee either cannot or will not take the necessary steps to correct deteriorated work performance. All mandatory referrals require advance written approval by the Town Administrator. A mandatory EAP referral shall be the last resort prior to termination of an employee. In such circumstances, the EAP Coordinator shall share with the referring supervisor whether or not the employee has made and kept an initial appointment and followed through on referrals provided by the Program. The

fact that a mandatory referral has been made (and that fact only) shall be noted in the employee's personnel file.

- f. This EAP is a strictly confidential service provided to Town employees. Documentation of visits is not maintained (other than the keeping of a mandatory referral appointment) as part of official personnel files. There is no risk of job loss as a result of an employee's participation in the EAP. Time spent with the EAP Coordinator is considered work time for pay purposes; any time spent with an outside referral agency shall be covered by accrued sick leave, personal or annual leave, or shall be unpaid.

ARTICLE 19 (formerly XIX) SEPARABILITY AND SAVINGS

Section 1:

If any Article, Section or Paragraph of this Agreement, or any Rider thereto should be held to be invalid by operation of law by any tribunal of competent jurisdiction, or if the compliance with or enforcement of, any Article, Section, or Paragraph should be restrained by such tribunal ending a final determination as to its validity, the remainder of this agreement and of any Rider thereto, or the application of such Article, Section or Paragraph to persons or circumstances other, than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall be affected thereby. In the event that any Article, Section, or Paragraph is held invalid or enforcement of or compliance with, which has been restrained as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or Paragraph during the period of invalidity or restraint.

Section 2:

It is specifically understood by the Union that any policy, directive, rule, or regulation of the Board, written or unwritten, if not modified, bridged, or amended by this Agreement, remains and continues in full force and effect.

Section 3:

All job benefits heretofore enjoyed by bargaining unit employees which are not specifically provided for or abridged in this contract are hereby protected by this contract.

ARTICLE 20 (formerly XX) MISCELLANEOUS

Section 1:

Union members are encouraged to and may attend, at the discretion of their department head or Town Administrator, work related training courses, workshops, or conferences.

Section 2:

Reimbursements shall be paid out on the following schedule and included in the first paycheck of the indicated months.

Reimbursement Type	Amount	Pay Out Schedule
Cleaning and Clothing	\$450	Upon Receipt

Section 3:

When a bargaining unit member takes on the responsibilities of a higher classification due to vacancy or extended absence of the department head, the bargaining unit member shall be compensated at a rate 20% higher than the usual rate. This provision applies in offices consisting of two employees, the junior of whom is a bargaining unit member.

Section 4:

All stipends in the FY 2020-2022 integrated contract that employees were eligible for on July 1, 2022 will be calculated into base pay before the application of FY 2023 COLA's. Employees would retain the CPR stipend, if eligible as of July 1, 2022. New hires after July 1, 2022 would not be eligible for the CPR stipend.

ARTICLE 21 (formerly XXI)
DURATION

This Agreement shall remain in effect through June 30, 2026. Should both parties agree, any provision of this Agreement may be reopened for discussion during the term of this Agreement.

The parties agree to reopen this Agreement for the purpose of negotiating a new agreement prior to June 30, 2026.

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Middleton and the AFSCME Council 93 Middleton Clericals Local 1098, subject to ratification and funding as outlined by M.G.L. c. 150E.

Signed this 23rd day of Jan. 2024.

AFSCME Council 93

Sharon Bainbridge
James Malsbenden
Linda Brown

Town of Middleton

David J. [Signature]
[Signature]
N. Carbone
[Signature]
[Signature]

APPENDIX A

Current Employees as of July 1, 2023 will be placed on the steps of the wage table based on longevity. A member's years of service will be divided by two and will be placed on the step according to $\frac{1}{2}$ of their years of service. Moving forward, employees will escalate to the next step at their anniversary date.

All titles are revised to "Administrative Assistant." Parties agree to retain "Assistant to the Town Accountant" for current incumbent. Position will revert to "Administrative Assistant" upon departure of current employee.

Fiscal Year 24

Step 1	\$ 26.10
Step 2	\$ 26.83
Step 3	\$ 27.63
Step 4	\$ 28.45
Step 5	\$ 29.30
Step 6	\$ 30.18
Step 7	\$ 31.08
Step 8	\$ 32.01

Fiscal Year 25

Step 1	\$ 26.62
Step 2	\$ 27.37
Step 3	\$ 28.18
Step 4	\$ 29.02
Step 5	\$ 29.89
Step 6	\$ 30.78
Step 7	\$ 31.70
Step 8	\$ 32.65

Fiscal Year 26

Step 1	\$ 27.42
Step 2	\$ 28.19
Step 3	\$ 29.03
Step 4	\$ 29.89
Step 5	\$ 30.78
Step 6	\$ 31.71
Step 7	\$ 32.65
Step 8	\$ 33.63

The Town will prepare job descriptions for each position maintaining full management discretion to assign duties and responsibilities.