

AGREEMENT
BETWEEN
THE
TOWN OF MIDDLEBOROUGH
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFSCME, LOCAL 1700
Clerical and Council on Aging Employees

Effective: July 1, 2015

Expires: June 30, 2018

I	Definitions	3
II	Recognition.....	4
III	Dues Collection.....	5
IV	Agency Service Fees.....	5
V	Discrimination and Coercion.....	5
VI	Grievance & Arbitration Procedure.....	6
VII	Public Employment.....	8
VIII	Seniority.....	8
IX	Hours of Work.....	9
X	Union Representatives.....	11
XI	Holidays.....	11
XII	Vacations.....	12
XIII	Sick Leave.....	13
XIV	Personal Days.....	14
XV	Use of Available Time.....	14
XVI	Maternity Leave.....	15
XVII	Jury Pay.....	15
XVIII	Funeral Leave.....	15
XIX	Salaries.....	16
XX	Education.....	17
XXI	Health and Welfare.....	17
XXII	Posting and Bidding.....	18
XXIII	Miscellaneous Provisions.....	19
XXIV	The Employer's Rights.....	20
XXV	Flexible Spending Account	20
XXVI	Reduction in Working Force.....	20
XXVII	People Contribution	22
XXVIII	Termination.....	23

AGREEMENT
BETWEEN
THE
TOWN OF MIDDLEBOROUGH
AND
AFSCME, AFL-CIO, LOCAL 1700

This agreement entered into by the Town of Middleborough and the AFSCME, Local 1700 has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment for all employees covered by this contract.

ARTICLE I - Definitions

Section 1. Temporary Clerk - A clerk employed on a temporary basis by the Town. A temporary clerk will be paid under the wage schedule in the contract, but is not entitled to any other benefits or protections of the contract. Any clerk initially employed on a temporary basis but who works in the position twenty (20) or more hours per week for more than six consecutive months shall become a permanent employee. Following the completion of the six month period, the six months will be credited as service time in determining the employee's benefits or protections under this Agreement.

Section 2. Emergency Situations - When the Town Hall is closed by any member of the Board of Selectmen due to , but not limited to, wide spread natural occurrences such as snowstorms, hurricanes, tornadoes, floods, etc., which affect the general area, all employees shall be allowed to leave their place of employment. However, employees may be required to stay at work for the time necessary to complete functions essential to the proper closing and securing of the Department/facility including without limitation, the transporting of persons using the facilities and services of the Council on Aging. To ensure safety for passengers and drivers while still serving the needs of the elderly community, in the event of the Town of Middleborough Public Schools closing, Council on Aging transportation will also be cancelled. The employees will be required to report to work and will be assigned duties consistent with their physical ability.

Announcement of cancellation will be made publicly by the school-closing list on television.

Section 3. Continuous Seniority – Length of employment within the bargaining unit.

Section 4. Permanent Part Time Clerk - A Permanent Part Time Clerk will work no less than twenty (20) hours per week and no more than thirty-six (36) hours per week. They will be paid in accordance with the wage schedule set forth in the Agreement. Benefits set forth in this Agreement shall be pro-rated for permanent part-time clerks based on the average number of hours worked per day in a typical work week. Employees regularly scheduled to work less than an average of 7.25 hours per day and/or 36.25 hours per week will be considered part time. Benefits set forth in this Agreement shall be pro-rated for employees working less than full time based on the number of hours in a regular work week compared to 36.25 hours. For example, four hours will equal one sick "day", one vacation day or one personal day for an

employee who is regularly scheduled to work 20 hours per week. (The formula is 20 divided by 36.25 times 7.25 = 4 hours. Under this formula, the monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 "days" per month). Council on Aging employees regularly scheduled to work less than an average of 8 hours per day and 40 hours per week will be considered part time. Benefits set forth in this Agreement shall be pro-rated for such COA employees based on the number of hours in a regular work week compared to 40 hours. For example, four hours will equal one sick "day", one vacation day or one personal day for an employee who is regularly scheduled to work 20 hours per week. (The formula is 20 divided by 40 times 8.00 = 4 hours. Example: The monthly sick time accrual for a 20 hour employee will be 6 hours because sick time accrues at 1.5 "days" per month). Part-time employees will be entitled to holiday pay for the hours the employee was scheduled to work when the holiday falls on the employee's regularly scheduled day. Longevity payments will not be pro-rated.

Section 5. For new Council on Aging employees, there shall be a six-month probationary period during which no protections or benefits of the Contract shall apply except the wage schedule and health insurance, if required by law.

Section 6. The Council on Aging retains the right to hire employees to work less than twenty (20) hours per week and to seek and accept the services of volunteers. Any COA employee regularly assigned to work less than 20 hours per week shall not be part of the bargaining unit.

Article II Recognition

Section 1. The Employer recognizes the A.F.S.C.M.E. Council 93, Local 1700 as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for

- a) All full-time and regular part-time employees employed by the Town of Middleborough's Council on Aging in the following positions: Receptionist/Dispatcher, Health coordinator, Social Daycare Director, Social Day Care Activity Director, Head Cook, Assistants to the Cook, Recreation Director, Bus Driver, Custodians, Activity Assistants and Kitchen Assistants.

- b) All clerical employees employed by the Town of Middleborough in the following departments: Assessors Office, Building Department, Clerk and Accountant's Office, Department of Public Works, Fire Department, Health Department, Planning Board, Police Department, Treasurer's and Collector's Office, Veterans' Office, Zoning Board of Appeals, Town Manager's Office and any other department, now or in the future, requiring clerical personnel, excluding all other positions, including but not limited to administrative assistants, the Assistant Assessor, all employees of the School Department and the Middleborough Gas and Electric Department, the Executive Director, Assistant to the Executive Director and any grant-funded employees of the Council on Aging and all managerial, confidential, temporary and casual employees

Section 2. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3. Nothing contained herein shall abrogate the right of the Town to engage counsel or otherwise attempt to change laws pertaining to collective bargaining.

ARTICLE III
Dues Collection

Section 1. The Employer agrees that they will deduct Union dues or Agency Service Fees from the salary of each employee in the unit. Such deductions shall be made four (4) times per month in equal amounts.

Section 2. The accumulated deductions shall be submitted monthly by the Employer to the Treasurer of the Union along with a list of employees who have had said dues or Agency Service Fees deducted.

Section 3. Agency Service Fees will be paid to the Union by all employees who are covered by this contract but elect not to be in the Union.

Section 4. The Town will endeavor to notify the Union Steward of any new employees hired to fill bargaining unit positions.

ARTICLE IV
Agency Service Fees

The Board of Selectmen herewith adopts the provisions of Chapter 150E, Section 9 as regarding an Agency Service Fee, provided however, that the Union shall comply with all regulations required by the Town Treasurer or other Accounting Personnel with authorizations and certifications as required by Law.

Any present or future Employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

In consideration of the Town's entering into this Collective Bargaining Agreement, including this article, the Union hereby agrees to indemnify the Town to hold it harmless from any and all claims, liabilities or cost of the Town which arise out of entering into or enforcement of said provisions or which arise out of the payroll deductions of Agency Service Fees.

ARTICLE V
Discrimination and Coercion

Section 1. There shall be no discrimination by agents of the Employer against any Employee because of his or her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his or her adherence to any provision of this Agreement.

Section 2. In instances where assignments were given which may have been in violation of this contract, the work will be carried out and the grievance procedure subsequently followed.

Section 3. Whenever a question of discrimination or coercion arises, such question shall be received through the grievance procedure as established in this Agreement.

ARTICLE VI Grievance and Arbitration Procedure

Clerical Unit Employees

Section 1. A grievance shall be defined as a dispute over the application, meaning or interpretation of an express provision of this Agreement.

STEP 1: The Union Steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute with the head of the department in which the aggrieved employee works within five (5) working days of when the employee knew or should have known of the incident giving rise to the grievance. The Department Head concerned shall respond in writing to the grievance within five (5) working days of the date it was presented to him/her.

STEP 2: If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Town Manager within five (5) working days of the receipt of the decision of the Department Head. The Town Manager shall discuss the matter with all parties concerned and render a decision in writing within five (5) working days after the matter was presented to him.

STEP 3 : If the employee or the Union is further aggrieved, the matter may be appealed in writing to the Board of Selectmen within five (5) working days of the date the decision was received from the Town Manager. The Board of Selectmen shall review the matter at its next regularly scheduled meeting and make a decision in writing within two (2) weeks of such review.

STEP 4: 1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may request arbitration within thirty (30) days after the decision by the Board of Selectmen. The American Arbitration Association or the Labor Relations Connection by mutual agreement of the parties shall be utilized for the purposes of arbitration of disputes over the interpretation or application of the terms of this agreement as provided in Chapter 150E of the General Laws as amended.

2. The decision of the arbitrator shall be final and binding on all parties.

3. Any decision which requires the payment of monies shall not be acted upon until the necessary budgetary action is taken at the next Town Meeting or Special Town Meeting and shall be subject to budget approval in compliance with the law.

4. The Decision of the arbitrator shall not violate any by-law, policy, rule or regulation of the Town, or any federal or state law or regulation. In the event of a conflict between the provisions of this Agreement and any Town by-law, policy, rule or regulation of the Town or any federal or state law or regulation, the provisions of this agreement shall prevail to the extent allowed by law.

5. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at no cost and to the arbitrator.

6. Any grievance concerning disciplinary action resulting in the loss of pay or voluntary time shall begin at the second step of this procedure.

Section 2. The time lines set forth in the grievance procedure can be extended by mutual agreement. Failure of the Union to meet the time lines shall mean that the grievance is waived. Failure of the Town to meet the time lines shall mean that the Union may proceed to the next step in the grievance procedure.

Council on Aging Employees

Section 1. A grievance shall be defined as a dispute over the application, meaning or interpretation of an express provision of the Agreement.

STEP 1: The Union Steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute with the Executive Director of the Council on Aging, within five (5) working days of when the employee knew or should have known of the incident giving rise to the grievance. The Executive Director shall respond in writing to the grievance within five (5) working days of the date it was presented to him/her.

STEP 2: If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Council on Aging Board of Directors within five (5) working days of the receipt of the decision of the Executive Director. The Council on Aging Board of Directors shall discuss the matter with all the parties concerned and render a decision in writing within five (5) working days after the matter was presented to the Board of Directors.

STEP 3: If the employee or the Union is further aggrieved, the matter shall be appealed in writing to the Board of Selectmen within five (5) working days of the date the decision was received from the Council on Aging Board of Directors. The Board of Selectmen shall review the matter at its next regularly scheduled meeting and make a decision in writing within two (2) weeks of such a review.

STEP 4:

1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may request arbitration within fifteen (15) days after the decision by the Board of Selectmen. The services of the Board of Conciliation and Arbitration shall be utilized for the purposes

of arbitration of disputes over interpretation or application of the terms of this agreement as provided in Chapter 150E of the General Laws as amended.

2. The decision of the arbitrator shall be final and binding on all parties.

3. Any decision which requires the payment of monies shall not be acted upon until the necessary budgetary action is taken at the next Town Meeting or Special Town Meeting and shall be subject to budget approval in compliance with the law.

4. The decision of the arbitrator shall not violate any by-law, policy, rule or regulation of the Town, or any federal or state law or regulation. In the event of a conflict between provisions of this agreement and any by-law, policy, rule or regulation of the Town or any federal or state law or regulation, the provisions of this agreement shall prevail to the extent allowed by law.

5. The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available to the other party at no cost and to the arbitrator.

6. Any grievance concerning disciplinary action resulting in the loss of pay or voluntary time shall begin at the second step of this procedure.

Section 2: The time lines set forth in the grievance procedure can be extended by mutual agreement. Failure of the Union to meet the time lines shall mean that the grievance is waived. Failure of the Town to meet the time lines shall mean that the Union may proceed to the next step in the grievance procedure.

ARTICLE VII Public Employment

Section 1. The Employer and the Union shall recognize and adhere to all State Labor laws, rules and regulations, subject to the terms of this Agreement. To the extent allowed by law, the provisions of this Agreement will supersede said laws, rules and regulations.

Section 2. After an employee has been in the employ of the Employer for a period of six (6) months, no employee in the unit shall be discharged, suspended, lowered in rank or compensation without the employee's consent, unless there is just cause presented at a hearing where an employee may be represented by the Union or private counsel. Such reasons will be given to the employee in writing, at least five (5) working days prior to the hearing. However, if the Employer or its designee determines that an emergency situation exists, it may suspend an employee immediately without pay and provide the written reasons at the hearing following the suspension. Emergency situations shall include but not be limited to acts of violence, acts commonly considered to be of a criminal nature, acts placing at risk the safety and/or property of other employees or the public.

ARTICLE VIII Seniority

Section 1. In all cases in which the employer promotes employees within the bargaining unit from a list of eligible employees for promotion the principle of seniority shall govern provided that all other factors related to qualifications and job performance evaluations are equal.

Section 2. When at any time an opening for promotional advancement occurs within the Department, the Department shall post a notice for employees of said opening (with a copy to the Steward) at least ten (10) working days prior to any action to fill such opening. A copy of the notice with the signature of the employees wishing to be considered for the position thereon shall be submitted to the Union Steward within two (2) working days after the closing date for applications.

Section 3. When there is a position to be filled temporarily, the selection of any employee to perform temporary service in such higher position shall be made on the basis that when all qualifications and ability are relatively equal, seniority shall be the determining factor. If the senior employee is not selected to fill the position, the appointing authority shall submit reasons to the Union, in writing, why such senior employee was not selected. In making appointments to any vacant position within the bargaining unit the appointing authority agrees not to exercise its judgement arbitrarily, capriciously or unreasonably.

Section 4. When an appointing authority makes a permanent or provisional appointment, to fill a vacancy, the assignment of the new appointed employee shall be made only after the vacancy has been posted for ten (10) working days. Nothing herein shall be construed to limit the Department head from making temporary or lateral transfers of employees within a classification. No lateral transfers of an employee on a permanent basis shall be permitted which serves to defeat the purpose of this provision.

ARTICLE IX Hours of Work

Section 1. The regular days of work each week for clerical employees shall be consecutive Monday through Friday and the hours of work each day shall be consecutive. The lunch period shall be for one (1) hour duration.

Section 2. Clerical union employees hired before May 16, 2005 based on a thirty-six and a quarter (36 ¼) hour workweek shall work a regular workday of 8:45 am to 5:00 pm with one (1) hour for lunch for clerical employees, except those employees who work staggered shifts will continue as previously agreed. Clerical union employees hired after May 16, 2005 based on a forty (40) hour workweek shall work hours as determined by the department head in accordance with a forty (40) hour workweek.

Section 3. Scheduling: In the discretion of employer, permanent working hours may be changed within the department if required to meet the needs of the Department and/or the needs of the public. The Employer shall give the Union at least two weeks advanced notice of the change and an opportunity to discuss the change before implementing it. If working hours are changed to include evening hours for the Town Hall, any overtime provisions in the contract related to working evening hours shall not apply.

Section 4. Each clerical employee shall have two (2) fifteen (15) minute breaks each day - one (1) in the morning and one (1) in the afternoon. This is in addition to the one (1) hour lunch break. The fifteen (15) minute breaks shall be scheduled by the Department Head or designee. Priority shall be given to those employees having the most seniority within the Department in choice of available lunch hours and shall not be arbitrarily changed without consent of all persons involved.

Section 5. Each employee shall be given a regular starting and quitting time. Additional working hours may be assigned by due and adequate notice of at least two (2) working days. The department head may extend the workday by two hours for operational necessity without the two-day notice. Hours cannot be changed for purposes of circumventing the overtime provisions of this Agreement. Any changes in hours will be subject to the provisions of Article VI.

Section 6. Clerical employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular hourly rate for work in excess of seven and one-quarter (7 1/4) hours in one (1) day or after 7:00 P.M. or for any such work required on Saturday. Any employee required to work on Sunday will be paid at the rate of two (2) times their regular hourly rate.

Section 7. All temporary full-time and temporary part-time employees will have a specific starting and ending date.

Section 8. Persons required to work in an emergency situation who are covered under this Agreement shall be compensated at the rate of two (2) times their regular hourly rate for those hours worked, but in no case shall this be less than an amount equal to two (2) hours work at the above rate.

Section 9. The work day for Council on Aging employees may be scheduled any time between 6:00 A.M. to 6:00 P.M. and 6:00 P.M. through and 11:00 P.M., Monday through Friday, Saturday and Sunday hours may be scheduled between 6:00 A.M. through 9:00 P.M. Council on Aging employees shall be paid overtime at the rate of one and one half (1 1/2) times their regularly hourly rate for work in excess of 40 hours per week. If an employee is required to work a Saturday or a Sunday and it is not their scheduled work time the employee will be paid at a rate of one and one-half (1 1/2) times their regular hourly rate for all hours worked. Employees who work on a Sunday as the result of a facility rental will be paid at a rate of two (2) times their regular hourly rate for all hours worked.

Council on Aging employees shall be provided with a one hour unpaid lunch to be scheduled by the Executive Director or his designee.

Full-time Council on Aging employees shall have two (2) fifteen (15) minute breaks each day - one (1) in the morning and one (1) in the afternoon. Part-time Council on Aging employees shall have one fifteen (15) minute break. Breaks shall be scheduled by the immediate supervisor or the Executive Director's designee.

In the discretion of the Department Head when a COA employee's regular duties are completed prior to the end of a work shift, the Department Head may assign other duties to the employee to fill the remainder of the shift, provided that such assignment does not displace another COA employee and the employee maintains his/her regular rate of pay.

Section 10. Call Back for COA Employees only

An employee who has left the Council on Aging after having completed their regular tour of duty and is called back to the workplace to respond to an alarm or some other type of emergency, shall receive a minimum of two (2) hours pay at their regular overtime rate.

The Director shall maintain a rotating list of employees who are available to respond for emergency purposes. The list will be in seniority order and the overtime shall be distributed as equitably and impartially as practicable amongst the employees on the list.

ARTICLE X
Union Representatives

Section 1. A written list of Union Stewards shall be furnished to the Employer (Board of Selectmen) annually on January 1st, or immediately after their designation and the Union shall notify the Employer of any changes.

Section 2. The Employer agrees to permit a Union Representative to be present at all hearings and meetings concerning disciplinary action against a unit member. If the hearing or meeting takes place during the work day, the Union representative shall be allowed time off with pay. Whenever possible, advance notification of the need for Union representatives to be present at such meetings and hearings should be submitted to the Department Head. Such notice shall include sufficient information to show that this section applies and the location of the hearing or meeting. No employee shall be refused union representation in matters involving discipline or job performance.

Section 3. A maximum of two (2) Union representatives from the clerical employees and two (2) union representatives from the Council on Aging employees who are members of the union's bargaining team shall be permitted time off during the work day with pay for contract negotiations if such negotiations take place during the work day.

Section 4. Permission to attend bargaining sessions scheduled during the workday shall be requested at a reasonable time in advance of the session; such permission shall not be unreasonably denied.

ARTICLE XI
Holidays

Section 1. The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Day

Section 2. Holiday pay shall be one (1) day's pay at straight time rate.

Section 3. If a holiday occurs within an employee's vacation period, they shall receive an additional day's vacation with pay.

Section 4. If a holiday falls on a Sunday, all full-time employees will have the following Monday off with pay. Any holiday which may fall on a Saturday will be observed on the previous Friday.

Section 5. All part-time employees will be awarded those holidays with pay that fall on the employee's regular workday in proportion to the number of hours worked as compared to a full-time employee.

Section 6. On the working days preceding Christmas and New Year's Day, all clerical employees shall be required to work only four and one-quarter (4 1/4) hours with no lunch. This shall not apply to Council on Aging employees. If the day before Christmas and New Year's Day is a regular work day, the COA will open at 8 a.m. and close at noon. The Executive Director will determine all operational matters, including employee scheduling.

Section 7. Any employees required to work on a holiday shall receive their regular holiday pay and an amount equal to one and one-half (1 1/2) times their regular hourly rate for all hours worked, but in no case shall this be less than an amount equal to three (3) hours work at the above rate.

Section 8. A Council on Aging employee who uses a sick day on the regularly scheduled work day immediately preceding or following a paid holiday shall not be entitled to the pay for that holiday, unless the illness is documented to the satisfaction of the Council on Aging Executive Director.

ARTICLE XII Vacations

Section 1. Each employee shall be credited with vacation pay at the completion of the following:

30 weeks but less than 5 years	10 days
5 years	15 days
6 years	16 days
7 years	17 days
8 years	18 days
9 years	19 days
10 years but less than 15 years	20 days
16 years	21 days
17 years	22 days
18 years	23 days
19 years	24 days
20 years	25 days

Section 2. An employee who is reinstated after an absence of two (2) years or less shall have prior employment included in determining their continuous employment for vacation purposes.

Section 3. In the event of a conflict in vacation preference, length of continuous employment as a full-time employee in the bargaining unit shall determine choice of vacation time for full-time employees within a department, and length of continuous employment as a part-time employee in the bargaining unit shall determine choice of vacation time for part-time employees within a department. When there is a conflict between a full-time and a part-time employee within the same department, length of continuous employment shall determine choice of vacation time.

Section 4. An employee shall be permitted to carry over up to ten (10) days of vacation time from the year immediately preceding into the following year provided that a written notice be given to the Department Head at least two (2) weeks prior to the end of the calendar year.

An employee may carry over five (5) additional days of vacation if the employer, due to operational necessity, denied the employee vacation.

In no event shall the employee carry over more than fifteen (15) days of vacation and all carry-over must be taken prior to the end of the fiscal year.

ARTICLE XIII Sick Leave

Section 1. USE/ENFORCEMENT OF SICK LEAVE – Sick leave is to be used only for illness or disability that is not job related which incapacitates the employee from performing his/her work duties. The Town retains its right to take steps, including but not limited to those set forth in this article, to insure sick leave is not abused. An employee who abuses sick leave, including patterned sick leave use, shall be subject to discipline, up to and including dismissal. Patterned sick leave use includes but is not limited to 1) multiple single day absences, or 2) absences on days before and/or after days off.

Section 2. ACCRUAL – Each full-time employee shall be granted eighteen (18) sick days per year, which shall accrue at the rate of one and one-half (1 ½) days for each calendar month of actual employment. Accrual will fall on employee's anniversary date each month. All part-time employees shall be granted sick leave credits in the same proportion that their part-time employment bears to full-time employment.

Section 3. ACCUMULATION - Sick leave may be accumulated to a maximum of two hundred and seventy-five (275) days.

Section 4. FAMILY SICKNESS – Subject to Department Head approval an employee may be granted up to six (6) working days in a calendar year, for immediate family illness. Immediate family is defined as spouse, child or parent. Request for leave may not be arbitrarily denied. Requests for such leave shall be made as much in advance as reasonably possible.

Section 5a. Sick Leave Buyback/Three Year Pay Increase. Employees hired prior to May 16, 2005 with 10 years of service are eligible for sick leave buyback or three year pay incentive. Employees hired after May 16, 2005 with 10 years of service are eligible for three year pay incentive.

5b. Three Year Pay Increase. Employees who have completed a minimum of ten (10) continuous years of service with the Town, shall be entitled to a one-time five percent (5%) increase to base salary only for a period of up to three continuous fiscal years. An employee wanting the increase must notify the Town at least 12 months in advance of when the increase is to take effect. At this time, the employee's base salary shall be increased by five percent (5%). After the three years, the base salary will revert back to the appropriate step in the salary schedule, i.e., without the alternate pay increase. The employee shall also be entitled to all negotiated contractual raises and step increases during this time period.

5c. Sick Leave Buyback. Employees who have completed a minimum of ten (10) continuous years of service with the Town and who have not previously notified the Town that they want the Three Year Pay Increase, shall be paid a day's pay for the unused portion of the employee's accumulated sick leave, up to a maximum of seventy-five (75) days' pay upon their retirement under Massachusetts General Laws. The Town will make the payment to the estate of an employee who has died after completing a minimum of ten (10) continuous years of service.

Section 6. An employee who is reinstated or re-employed after an absence of two (2) years or less shall be credited with his or her sick leave credits left at the termination of prior employment.

Section 7. When an employee returns to work from three (3) or more consecutive work days out sick, or at any time the Department Head has reason to believe that sick leave is being abused, the Department Head may require the employee to submit a doctor's certificate. The certificate shall be satisfactory to the Department Head and shall include verification of the illness, that the illness was disabling and/or that the employee is fit to return to work. The Department Head may also require the employee to see the Town's physician for an evaluation with respect to the claimed illness. The evaluation shall be at the Town's expense, at no loss of time or pay to the employee. At the Department Head's request, the employee will release to the Town and its agents all relevant medical records and reports requested by the Town to assist in determination of the employee's eligibility for sick leave and/or fitness to return to work.

Section 8. Sick leave may also be used for work related injuries only in accordance with the provisions and requirements established by General Laws Chapter 152, Section 69.

ARTICLE XIV

Personal Days

Section 1. Each employee shall be allotted four (4) personal days to commence on July 1st of each year, not to be deducted from sick leave. Employees working less than one (1) year shall receive one (1) day for each ninety (90) days worked.

Section 2. The dates of personal days shall be at the option of the employee, but subject to the needs of the Department. Ordinarily, personal days shall be requested forty-eight (48) hours in advance from the Department Head; less notice may be accepted at the discretion of the Department Head in cases of emergency.

ARTICLE XV

Use of Available Time

Section 1. Provided it does not affect the ability of the Department to provide services, any employee shall be allowed to use their personal, sick or any voluntary time in the smallest increments possible, but not less than one (1) hour in one (1) day. Vacation time shall be allowed in the smallest increments possible, but not less than one half (1/2) day. Any voluntary time may be taken in conjunction with any other voluntary time.

Section 2. No portion of sick leave shall be credited to annual vacation leave of any employee, but an employee disabled because of sickness or accident may use all or part of vacation leave credited at the time of the disability as sick leave pay, provided that the accident or injury is not compensated under any of the Town's compensation policies.

Section 3. Any sick or vacation leave credited at the time of the disability may be used to make up the difference between workman's compensation and the employee's base wages.

ARTICLE XVI
Maternity Leave

Section 1. A female employee who has completed her probationary period and who is absent from her employment with the Town for a period not exceeding eight (8) weeks for the purpose of giving birth, shall be granted maternity leave without pay if her request for such leave is made to the Department Head at least two (2) weeks in advance of the anticipated date of departure.

Section 2. At the expiration of the maternity leave, an employee will be restored to her previous position or similar position with the same status, pay and length of employment credits as of that date of her leave. If during the period of the leave, employees in the same or similar position in the department have been laid off through no fault of their own, the employee will be extended the same rights or benefits, if any, extended to the employees of equal length of employment in the same or similar position in the department.

Section 3. Notwithstanding any other provision of the contract to the contrary, the maternity leave granted under this Article shall not affect the employee's right to receive any contractual benefits for which she was eligible at the time of her leave. The period of any unpaid maternity leave shall not be included in any computation of such benefits, rights or advantages.

Section 4. The Town will pay for health insurance benefits to individuals on maternity leave provided they exhaust their sick leave, vacation leave, personal days, compensatory time and obtain a letter from their physician stating that they are unable to return to work within the eight week period of maternity leave.

ARTICLE XVII
Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

ARTICLE XVIII
Funeral Leave

Employees shall be granted five (5) days of leave without loss of pay for a death in the immediate family of the Employee or the Employee's spouse. Immediate family is defined as: spouse, children, step-children, mother, step-mother, father, step-father, sisters, step-sisters, brothers, step-brothers,

mother and father-in-law, domestic partner/significant other living in the same household, or other members of the immediate household who reside with the employee

Employees shall be granted three (3) days of leave without loss of pay for the death of the following relatives: grandparents, spouse's grandparents, grandchildren, aunts, uncles, nieces, nephews, brothers and sisters-in-law, sons and daughters-in-law.

In the event that the interment of, or memorial service for, any of the above-named relatives is to occur at a time beyond the bereavement leave granted, the employee may request to defer one of the days to the later date.

ARTICLE XIX Salaries

Section 1. Salary Increases for Clerical Unit Employees.

The following shall apply to all regular full-time and part-time employees in the bargaining unit that are employed by the Town of Middleborough in the Clerical Unit.

July 1, 2015 – 1%
January 1, 2016 – 1%
July 1, 2016 – 2%
July 1, 2017 – 2%

- A. Employees hired on July 1, 2004 or before shall effective July 1, 2004, move to the appropriate salary chart in Appendix A at the same step that they were at as of June 30, 2004. July 1st will be their new anniversary date and they will be eligible for annual step raises each and every July 1st until the maximum step is attained.
- B. Employees hired after July 1, 2004, shall maintain their date of hire as their anniversary date for the purpose of receiving step raises. They will be eligible for an annual step raise each and every year on their anniversary date until the maximum step is attained.
- C. For Clerical employees hired prior to May 16, 2005, the weekly salary rates reflected on the Salary Charts in Appendix A, shall be based on a thirty-six and as quarter (36.25) hour workweek.
- D. For Clerical employees hired after May 16, 2005, the weekly salary rates reflected on the Salary Charts in Appendix A, shall be based on a forty (40) hour workweek.

Section 2. Salary Increases for Council on Aging Employees

- A. Employees hired on July 1, 2004 or before shall effective July 1, 2004, move to the appropriate salary chart in Appendix A at the same step that they were at as of June 30,

2004. July 1st will be their new anniversary date and they will be eligible for annual step raises each and every July 1st until the maximum step is attained.

- B. Employees hired after July 1, 2004, shall maintain their date of hire as their anniversary date for the purpose of receiving step raises. They will be eligible for an annual step raise each and every year on their anniversary date until the maximum step is attained.

Section 3. Any matter affecting the Town Budget shall be subject to approval by Town Meeting action.

Section 4. When advancing in classification, clerical employees will maintain their current step.

ARTICLE XX

Education

Section 1. Any continuing education, when approved by the Department Head and the Board of selectmen, shall be reimbursable to the employee including tuition, book and lab fees, travel and meals, if applicable.

Section 2. Employees shall be given an opportunity to maintain job skills. It is management's intention to provide an opportunity for employee advancement and to meet the changing needs of the department.

ARTICLE XXI

Health and Welfare

A. The Town's contribution to the PPO and POS plan it offers will be 60% (sixty percent) of the monthly premium. The Town's contribution to the HMO plan it offers will be 80% (eighty percent) of the monthly premium for employees hired prior to July 1, 2013. The Town's contribution to the HMO plan it offers will be 70% (seventy percent) of the monthly premium for employees hired after July 1, 2013. Except for the Town's contribution toward the monthly premium, the employee will be obligated to pay all other costs associated with the health insurance coverage. In consideration of the terms of the settlement of a successor collective bargaining agreement for 2013-2014, including the reduction of the Town's contribution to the HMO premium cost for employees hired on or after July 1, 2013 to 70%, the Town agrees that it will not further reduce the Town's percentage contribution toward the premium cost of the HMO plans for the three year period ending June 30, 2016.

B. The October, 2013 Memorandum of Agreement To Provide Health Insurance Through The Group Insurance Commission July 1, 2014, under which the Town health insurance program will move to the GIC effective July 1, 2014, is incorporated by reference. ("2013 PEC Agreement").

The reimbursement of the amounts described in the PEC Agreement will be done under a reimbursement procedure established by the Treasurer/Collector's office. Compliance with the procedure is a condition precedent for reimbursement.

The Town and the Union agree to work together to encourage bargaining unit employees to participate in Town-sponsored health and wellness activities, including but not limited to seminars, workshops, exercise and diet programs, screenings, health risk assessments, etc.

C. The Town will make available and pay the administrative costs for a Flexible Spending Account (FSA) that covers medical expenses and dental care.

It is agreed that should any substantial changes occur in the statutes affecting health and welfare plans, the Town will bargain the changes with the Union to the extent required by law.

D. Effective July 1, 2013, a bargaining unit member who is otherwise eligible for enrollment in a town health insurance plan, and has been enrolled in a Town plan continuously for two consecutive fiscal years, will receive an annual stipend for opting/waiving participation in town health insurance in the amount of \$1,000 (individual plan) or \$2,500 (family plan). In addition to the above, other conditions for the annual stipend are:

- The employee is not covered under a town plan subscribed to by another employee of the Town or School Department; and,
- The employee provides documentation satisfactory to the Employer of alternative health insurance coverage. The documentation shall be provided during open enrollment.

If there is a qualifying event which means that an employee who is receiving an opt out payment needs to re-enroll in Town health insurance, the payment will be pro-rated based on the number of months that the employee was not enrolled.

Assuming the employee stays off the health insurance for a full year, the first half of the stipend will be paid during the 6th month and the second half of the stipend will be paid during the 12th month.

E.

ARTICLE XXII Posting and Bidding

Section 1. The Board of Selectmen desire that the Town employees be given maximum opportunity for advancement. When any municipal position covered by this Agreement becomes vacant, such vacancy shall be posted in a designated area in all departments listing the pay, duties and qualifications. Qualified employees within the department, when the opening exists, shall be given first consideration in filling a vacancy.

Section 2. When qualified, clerical employees shall be given a ten (10) working days trial and training period. Council on Aging employees will be given up to a six-month trial and training period in the new position. If during the trial and training period, the Department Head determines that the employee is not satisfactorily performing the work, the employee shall be returned to the employee's former position and rate.

Section 3. Postings will have a date of posting and a date of closing which will cover a time period of no less than ten (10) working days.

ARTICLE XXIII
Miscellaneous Provisions

Section 1. BULLETIN BOARD - Announcements for employees shall be posted in designated places where employees enter or leave the premises. The parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 2. Should any provisions of this Agreement be found to be in violation of any Federal or State Law by a court of competent jurisdiction all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. If proper notice is given by either party to the desirability of amending, modifying or changing such benefits, privilege or working condition, it shall be subject to negotiation between the parties. Should any provision of this Agreement be found to be in violation of any Federal or State Law, this Agreement shall not require either party to perform any act in violation of that law, notwithstanding any contrary provision of this Agreement.

Section 3. NO DISCRIMINATION - The parties to this Agreement agree that they shall not discriminate against any person because of race, sex, creed, handicap status, age or political affiliation.

Section 4. Emergency leave is to be granted in extraordinary circumstances subject to the approval of the Department Head or Board of Selectmen.

Section 5. Any clerk assuming a senior position for fifteen (15) or more consecutive working days due to another employee's illness or unscheduled absence shall receive compensation at the higher rate beginning with the fifteenth (15th) day subject to Town Meeting appropriation.

Section 6. If an employee requests it, compensatory time off may be given at the discretion of the Department Head at the rate of time and one-half (One and a half hours off for each hour worked) for all hours worked over the regular shift. The maximum amount of compensatory time that any clerical employee may have accumulated at any time during the year is 48 hours. Compensatory time must be taken within the fiscal year it was accumulated. If the employee is prevented from using the compensatory time in the year in which it was accumulated, the employee will be paid for the time.

Section 7. Except for the commercial driver's license, which shall be the driver's obligation, the Council on Aging agrees to pay the additional cost of any special drivers' licenses required of its drivers. The Council on Aging agrees to pay for the cost of any training required of its employees such as CPR training. If an employee is required to attend training outside of working hours, the employee will be compensated at straight time. The COA will have the option of providing the compensation by payment or compensatory time.

Section 8. The Council on Aging will provide drivers and custodians with uniforms, consisting of a shirt, pants and a jacket. The uniforms must be worn during working hours. In the discretion of the

COA Executive Director, after he investigates the availability and cost, the COA may provide the drivers with a heavier jacket for the winter months.

Section 9. Effective January 1, 1996, the Town of Middleborough's Drug and Alcohol Testing Program implemented in the Department of Public Works will also apply to Council on Aging drivers who operate a commercial motor vehicle for the COA and/or are subject to the commercial driver's license requirement under State or Federal Law.

Section 10. Once a year, in May, the Council on Aging will provide each COA employee with a written accounting of the employees accumulated vacation, sick leave, personal days and compensatory time.

Section 11. Once a year, during January, the Council on Aging Executive Director will provide the Union with an updated seniority list of COA employees.

ARTICLE XXIV The Employer's Rights

The Town reserves and retains all the regular and customary function, rights and prerogatives of municipal management which have not been specifically relinquished, abridged or limited by this Agreement. The exercise of such functions, rights and prerogatives shall not be subject to the grievance and arbitration procedure.

If an employee finds it necessary to retire earlier than the agreed upon date, he/she can leave without penalty. If an employee decides not to retire on the agreed upon date but instead continues to work, the employee and the Town will work out a payment plan to repay the retirement incentive.

ARTICLE XXV Flexible Spending Account

The Town will make available and pay the administrative costs for a flexible spending account (FSA) that covers medical expenses and dependent care.

ARTICLE XXVI Reduction in Working Force

Section 1. Town's Rights

- A. The Town reserves and retains the right to determine the level of services and staffing needs of the various departments.
- B. The Town reserves and retains the right to lay off its employees for lack of work or reasons of economy.

C. The Town reserves and retains the right to determine lay offs within the bargaining unit, subject to the following criteria: 1. In the event the Town determines to reduce the work force through layoffs, no bargaining personnel shall be discharged or reduced in hours or benefits while any temporary employee is retained.

D. The following criteria will be considered in determining selection of employees to be terminated or furloughed.

1. Seniority (for this purpose) as defined in Section 2.
2. Overall skill and ability, as determined by the Department Head.

E. Council on Aging employees will be grouped separately from clerical employees for purposes of this Article.

Section 2. Seniority

A. Seniority as defined in this Article shall mean length of continuous employment of an employee within the Department and then within the bargaining unit, without regard to the classification or position held.

B. Employees laid off shall not accrue seniority for any purpose and shall not be entitled to any benefits under this Agreement.

Section 3. Lay Off Procedure

A. Layoffs will start with the temporary employees, then the part time employees, then the full-time employees, all within the department. Layoffs will start at the level of least senior clerk, or least senior COA employee within a specific job classification, by cutting hours until that position is eliminated before proceeding to the next least senior position.

B. In the event of layoffs, a "bumping procedure" goes into effect. The most senior person in the bargaining unit, scheduled to be laid off, has the right to "bump" any less senior person of the same or lesser classification in the bargaining unit. This process will be repeated with the next senior person, etc., until the "bumping" process is complete. Bumping at the Council on Aging shall occur only within the same job classification.

C. Any person "bumping" into a new position will be paid the rate of pay of the position being assumed, at the same step they were in at their previous position and keep all other benefits.

D. A person who "bumps" into a new position will be given a ten (10) working day trial and training period in which to learn the new job. At the end of the ten (10) working days, the Department Head will determine whether the person has exhibited a level of skill and ability sufficient to do the job. If so, the person will be retained; if not, the person will alternatively be laid off or shall have recourse through the Grievance and Arbitration Procedure in determining if the Department Head's decision was fair.

E. It is understood and agreed that an employee who has a "right" to "bump" may elect not to do so.

Section 4. Recall

A. Employees will remain on a recall list for a period of two (2) years and shall be recalled in the order of the most senior person within the bargaining unit regardless of which department they worked in previously. The recall list, by seniority, shall be considered in any upcoming position.

B. Employees contacted in writing by the Town, who fail to accept the position available within seven (7) days of the date of the receipt of the certified letter, shall be eliminated from the recall list.

C. Employees will be reinstated with all accrued benefits intact up to the time of their layoff.

D. Any positions that are covered by this contract that become available while employees are on a recall list, will be filled from the recall list first.

Any action taken under this Article shall be subject to the grievance and arbitration procedure.

ARTICLE XXVII People Contribution

The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

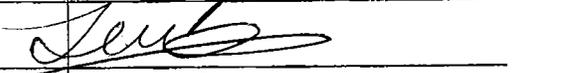
ARTICLE XXVIX
Termination

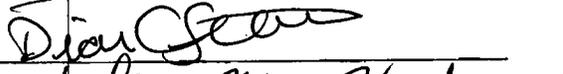
Section 1. The term of this Agreement shall be from July 1, 2015 through June 30, 2018.

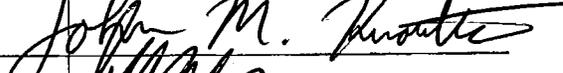
FOR THE TOWN OF MIDDLEBOROUGH

FOR A.F.S.C.M.E. LOCAL 1700







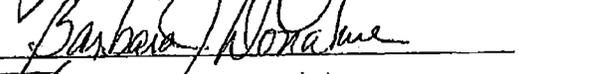


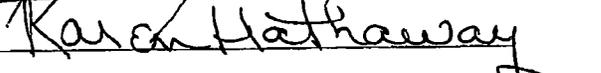












DATED:

DATED: 12/30/15

CLERICAL SALARY SCHEDULE EEFECTIVE JULY 1, 2015 (APPENDIX A)

**Clerical Salary Chart effective July 1, 2015
HIRED AFTER 5/16/05**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Senior Clerk	7/1/15	17.9048	18.7500	19.5966	20.4496	21.0627	21.6947	22.3458	23.0162	23.7067
	1/1/16	18.0839	18.9375	19.7926	20.6541	21.2734	21.1917	22.5693	23.2464	23.9438
Junior Clerk	7/1/15	16.5037	17.3457	18.1909	19.0354	19.6070	20.1951	20.8007	21.4248	22.0676
	1/1/16	16.6688	17.5192	18.3728	19.2258	19.8031	20.3971	21.0087	21.6391	22.2883
Clerk	7/1/15	15.1042	15.9428	16.7846	17.6286	18.1575	18.7026	19.2631	19.8410	20.4363
	1/1/16	15.2553	16.1023	16.9525	17.8049	18.3391	18.8897	19.4558	20.0395	20.6407

**Clerical Salary Chart effective July 1, 2015
HIRED BEFORE 5/16/05**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
Senior Clerk	7/1/15	19.7571	20.6897	21.6236	22.5652	23.2416	23.9391	24.6573	25.3971	26.1590
	1/1/16	19.9547	20.8966	21.8399	22.7909	23.4741	24.1785	24.9039	25.6511	26.4206
Junior Clerk	7/1/15	18.2109	19.1399	20.0728	21.0045	21.6353	22.2842	22.9524	23.6410	24.3504
	1/1/16	18.3930	19.3313	20.2736	21.2146	21.8517	22.5071	23.1820	23.8775	24.5939
Clerk	7/1/15	16.6667	17.5921	18.5208	19.4522	20.0358	20.6373	21.2558	21.8936	22.5503
	1/1/16	16.8334	17.7681	18.7060	19.6468	20.2362	20.8437	21.4684	22.1126	22.7758

COUNCIL OF AGING SALARY CHART										
Effective July 1, 2015										
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
		1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year
REC/Disp FT	7/1/2015	14.6426	15.0841	15.5140	16.0006	16.4758	16.9738	17.4715	18.0035	18.5467
	1/1/2016	14.7891	15.2350	15.6692	16.1606	16.6406	17.1436	17.6463	18.1836	18.7322
REC/Disp PT	7/1/2015	10.1615	10.4671	10.7726	11.1008	11.4290	11.7798	12.1305	12.4927	12.8661
	1/1/2016	10.2632	10.5718	10.8804	11.2118	11.5433	11.8976	12.2518	12.6177	12.9948
Social Daycare Supervisor	7/1/2015	16.8728	17.3254	17.7782	18.2534	18.7286	19.2266	19.7550	20.2789	20.8220
	1/1/2016	17.0416	17.4987	17.9560	18.4360	18.9159	19.4189	19.9526	20.4817	21.0303
FT Custodian	7/1/2015	17.8904	18.4336	18.9879	19.5425	20.1308	20.7418	21.3643	21.9979	22.6541
	1/1/2016	18.0693	18.6180	19.1778	19.7380	20.3321	20.9493	21.5780	22.2179	22.8807
Bus Driver	7/1/2015	14.0768	14.5069	14.9368	15.3895	15.8421	16.3174	16.8040	17.3019	17.8224
	1/1/2016	14.2176	14.6520	15.0862	15.5434	16.0006	16.4806	16.9721	17.4750	18.0007
PT Custodian	7/1/2015	12.9565	13.3527	13.7488	14.1562	14.5862	15.0274	15.4801	15.9441	16.4193
	1/1/2016	13.0861	13.4863	13.8863	14.2978	14.7321	15.1777	15.6349	16.1036	16.5835
Head Cook	7/1/2015	15.2764	15.7290	16.2042	16.6796	17.1887	17.6978	18.2298	18.7729	19.3388
	1/1/2016	15.4292	15.8863	16.3663	16.8464	17.3606	17.8748	18.4121	18.9607	19.5322
Asst Head Cook	7/1/2015	10.6821	10.9989	11.3385	11.6780	12.0288	12.3908	12.7642	13.1490	13.5450
	1/1/2016	10.7890	11.1089	11.4519	11.7948	12.1491	12.5147	12.8919	13.2805	13.6805
Asst Cook	7/1/2015	9.7203	10.0032	10.3088	10.6243	10.9312	11.2593	11.5988	11.9382	12.2906
	1/1/2016	9.8175	10.1033	10.4119	10.7306	11.0406	11.3719	11.7148	12.0576	12.4135
Health Coordinator	7/1/2015	15.1859	15.6384	16.1138	16.6004	17.0981	17.6075	18.1392	18.6824	19.2483
	1/1/2016	15.3378	15.7948	16.2750	16.7664	17.2691	17.7836	18.3206	18.8693	19.4408

Recreation Director	7/1/2015	12.1533	12.5153	12.8888	13.2847	13.6809	14.0995	14.5182	14.9481	15.4008
	1/1/2016	12.2749	12.6405	13.0177	13.4176	13.8177	14.2405	14.6634	15.0976	15.5548
Social Daycare Activity Director	7/1/2015	14.5192	14.9040	15.2773	15.6845	16.0920	16.9408	16.9408	17.3820	17.8460
	1/1/2016	14.6644	15.0531	15.4301	15.8414	16.2530	17.1102	17.1102	17.5559	18.0245
Daycare Activities Asst	7/1/2015	10.0996	10.3824	10.6880	10.9935	11.2991	11.6159	11.9554	12.2949	12.6456
	1/1/2016	10.2006	10.4863	10.7949	11.1035	11.4121	11.7321	12.0750	12.4179	12.7721
Direct Care Asst	7/1/2015	10.0996	10.3824	10.6880	10.9935	11.2991	11.6159	11.9554	12.2949	12.6456
	1/1/2016	10.2006	10.4863	10.7949	11.1035	11.4121	11.7321	12.0750	12.4179	12.7721

TOWN OF MIDDLEBOROUGH
Social Media Policy

*As Adopted by Selectmen:
September 14, 2015*

Social Media Policy

The Town of Middleborough (“Town”) depends on a respectful work environment to achieve its goal of serving the residents of Middleborough. Social media is a global term that combines technology, social interaction and content creation. For purposes of this Policy, current examples include but are not limited to, tools and web sites such as Facebook, Twitter, Instagram, YouTube and blogging. Social media allows departments within the Town of Middleborough to engage with the general public in electronic forums where conversations and interactions already exist. It also allows individuals to share their life and opinions with others. While both uses can be positive and rewarding, the use of social media presents certain risks and carries with it certain responsibilities.

The purpose of this Policy is to assist with making responsible decisions about the use of social media and to help ensure that the social media activities of Town employees and agents, conducted in both their official and personal capacity, conform to applicable laws, industry guidance, legal and regulatory restrictions, and privacy and confidentiality requirements.

This Policy is designed to promote appropriate social media use and avoid uses that: (1) breach confidentiality by revealing protected information about the Town, its residents, or its employees; (2) expose the Town to legal liability for employer or employee behavior that may be harassing, offensive, or maliciously false; or (3) interfere with Users’ productivity and their ability to perform the duties and responsibilities of their positions with the Town.

1. Scope of Policy

This policy applies to all Town employees, board members (elected or appointed), contractors, agents or remote users, engaging or causing others to engage in social media (collectively referred to as “Users”). To the extent that laws and regulations’ applicability are unclear, Town management will make reasonable judgments regarding applying existing print rules to social media forums, and will conform to prevailing industry practices to the greatest extent possible and in all events to the requirements of the law.

Town personnel working with third parties are responsible for assuring that such third parties are properly trained on this policy, and for monitoring their activities to ensure the third parties adhere to this policy.

Effective security, public disclosure, records retention and engagement with citizens are a team effort involving the participation and support of every Town employee who uses social media. It is the responsibility of every employee to know these guidelines and to conduct activities accordingly.

This policy shall in no respect apply to preclude, impair or limit the right or ability of Town employees under M.G.L. c. 150E to communicate about terms and conditions of employment, and issues directly related thereto.

2. General Provisions

While Users may use any form of social media for personal use while off-duty, their status as employees or agents of the Town requires that the content of any social media postings not be in violation of existing Town by-laws, policies, directives, rules or regulations.

The same basic principles and guidelines found in the Town's policies apply to employee activities online. Ultimately, Users are solely responsible for what they post online. Before creating an online account or profile, Users should consider some of the risks and rewards that are involved. Users should keep in mind that any conduct that adversely affects job performance, the performance of other Town employees or otherwise adversely affects co-workers, residents, officials, suppliers, people who work on behalf of the Town or the Town's legitimate business interests may result in disciplinary action up to and including discharge, in accordance with applicable collective bargaining agreements. While Town employees have the First Amendment right to free speech, that right is not absolute and extends only to matters of public concern.

3. Social Media Usage

The Town of Middleborough's Information Technology Network/Systems Acceptable Responsible Use Policy prohibits the use of Town equipment for personal social networking purposes. Users should refrain from using social media while on work time or on equipment provided by the Town, unless it is work-related as authorized by your manager or consistent with the Town's Information Technology Network/Systems Acceptable Responsible Use Policy.

4. Know and Follow the Rules

Carefully read this Policy and review the Town's Information Technology Network/Systems Responsible Use Policy and the Town's Harassment Policies, and ensure your postings are consistent with these policies. Inappropriate postings that include discriminatory remarks, harassment, and/or threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including discharge, in accordance with applicable collective bargaining agreements. All Users shall comply with the following:

- Online postings that harass or threaten other Town employees or officials are expressly prohibited. Harassing or discriminatory posts or comments may be deemed inappropriate in violation of this Policy, even if the Town or the names of any of its employees are not posted or “tagged” in the comment.
- Online postings that disparage others based on race, national origin, sex, sexual orientation, age, disability or religion are not permitted under any circumstances, regardless of the time, place, form or manner in which the information is posted or transmitted.
- Maintain the privacy of confidential information. Do not post internal reports, policies, procedures or other internal confidential communications. Users are prohibited from posting nonpublic items that are gained as a result of their position with the Town.
- Users may not use social media to engage in any activity or conduct that violates federal, state, or local law. Examples include, but are not limited to, software piracy or child pornography.
- Users may not use the Town’s trademarks, logos, or any other Town intellectual property in connection with any personal social media activity.

5. Town Sponsored Social Media

The Town has an overriding interest and expectation in deciding what is “said” or present on its behalf on the Town’s Social Media sites and accounts. The Town’s Social Media shall be used only for Town purposes to serve Town interests. This section outlines the acceptable use of social media for Town purposes, which include but are not limited to, engagement, promotion and public outreach.

5.1 The Town Manager with support from the Information Technology Department shall have responsibility for defining the social media tools used for Town purposes, which includes approving acceptable forms of social media, and creating and archiving Town Social Media accounts.

5.2 Department managers shall have responsibility for the social media tools used for Town purposes in their department and for developing internal department policies and procedures which address: creating and maintaining social media accounts, posting content, training for account custodians, coordinating responses to questions and comments, and keeping the social media sites current and active. The following may have additional requirements found in their social media policies. They are:

Middleborough Gas and Electric Department Policy #43
Middleborough Police Department Policy #322

5.3 Social media content and responses to questions and answers for the Town’s Departments shall be reviewed by each Department manager, or designee, prior to posting.

5.4 Town Social Media sites or accounts should make clear that they are maintained by the Town and that they follow the Town's Social Media Policy.

5.5 Comments or other content on topics or issues not related to Town Business or within the purview of the Town may be removed.

5.6 Employees representing the Town via Town Social Media sites or accounts shall conduct themselves at all times as representatives of the Town in accordance with all Town rules, regulations and policies.

5.7 The Town reserves the right to deny access to Town Social Media sites to any person who violates the Town's Social Media Policy, at any time and without prior notice.

5.8 Unacceptable Use of Town Sponsored Social Media

The following list is by no means exhaustive, but attempts to provide a framework for activities that fall into the category of unacceptable use of the Town's Social Media sites or accounts. These are in addition to and should be read in conjunction with the rules governing all social media use stated above (Section 4). Users with questions regarding these unacceptable uses should contact the Town Manager. The following activities are strictly prohibited, with no exceptions:

- Engaging in any actions that violate the State of Massachusetts Public Employees ethics code.
- Engaging in any actions that may harm or tarnish the image, reputation and/or goodwill of the Town and/or any of its employees.
- Posting or release of proprietary, confidential, sensitive, or personally identifiable information.
- Engaging in any activity that is illegal under local, state, federal or international law while using the Town-owned resources.
- Violating laws pertaining to the handling and disclosure of copyrighted or export-controlled materials.
- Violating the rights of any person or organization protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations.
- Using a Town Social Media account to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws.
- Making fraudulent offers of products, items, or services originating from any Town account.
- Making statements about warranty, expressly or implied, unless it is a part of normal job duties, from any Town account.
- Taking actions that could cause security breaches, including, but not limited to, sharing data that is restricted from public disclosure.

6. Be Respectful

Always be respectful of fellow co-workers, residents, suppliers and vendors. Also, remember that you are more likely to resolve work-related disputes by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that might constitute harassment or bullying, or that disparages fellow co-workers, residents, suppliers or vendors.

7. Be Honest and Accurate

Always post honest and accurate information or news, and if you make a mistake, correct it quickly. Be honest about any previous posts you have altered or edited. Remember that the Internet archives almost everything; therefore even deleted postings can be searched. Never post any information or rumors you know to be false about the Town, Town officials, fellow co-workers, residents, suppliers or vendors.

8. Do Not Post on Behalf of the Town Without Prior Authorization

Do not use your Town email address to register on social networks, blogs or other online tools utilized for personal use.

Do not create a link from a social networking site, blog, or other website to a Town website without identifying yourself as a Town employee.

Express only your personal opinions. Unless clearly authorized to do so, never represent yourself as a spokesperson for the Town. If you are writing about the Town, make it clear that you are not speaking on behalf of the Town. Specifically express that while you are an employee of the Town, your views do not represent those of the Town, fellow co-workers, citizens, suppliers, vendors, or anyone working on behalf of the Town. Include a disclaimer, such as "The postings on this site express my own views, positions and opinions, and do not necessarily reflect the views of the Town of Middleborough."

9. Expectation of Privacy

Users should presume that all social media postings, regardless of privacy settings, are public and use their best judgment when participating in social media. Users of social media are cautioned that they should have no expectation of privacy while using the Internet. Online postings can be reviewed by anyone, including the Town.

Pursuant to the Town's Information Technology Network/Systems Responsible Use Policy, the Town may monitor a User's Town provided equipment and all electronic communications and records, at any time, with or without notice, including individual user folders, browser history and other information stored on the Town's electronic communications systems.

10. Retaliation is Prohibited

The Town prohibits taking adverse action against any employee for reporting a possible violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another for reporting a possible violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge, in accordance applicable collective bargaining agreements.

11. Acknowledgement

Town employees must sign a written acknowledgement that they have received, read, understand, and agree to comply with the Town of Middleborough's Social Media Policy.

ACKNOWLEDGEMENT FORM

I have received a copy of the Town of Middleborough's Social Media Policy.

I understand that this Policy replaces any and all prior verbal and written communications regarding Town policies relating to the use and access and Town monitoring of the use of social media, as defined in the Social Media Policy.

I have read and understand the contents of the Social Media Policy and agree to abide by its terms.

I understand that if I have questions or concerns at any time about the Social Media Policy, I will consult my immediate supervisor, my supervisor's manager or the Information Technology Department for clarification.

I understand that the contents of the Social Media Policy may change at any time.

Declaration

I have read, understand and acknowledge receipt of the Town of Middleborough's Social Media Policy. I will comply with the guidelines set forth in this policy and understand that failure to do so may result in disciplinary or legal action.

SIGNATURE

DATE

PRINTED NAME

Town of Middleborough
Information Technology Network/Systems Responsible Use Policy

*As adopted by Selectmen:
September 14, 2015*

1. Scope of Policy

The Board of Selectmen of the Town of Middleborough hereby adopt the following Information Technology Network/Systems Responsible Use Policy ("Policy"). The Town of Middleborough ("Town") provides information network/systems in order to allow Town of Middleborough government and its officers and employees to serve the public more efficiently and effectively.

This Policy is intended to provide rules and guidelines concerning appropriate use of the Town's information technology network ("network") and information technology systems ("systems"), collectively ("network/systems"). The Town's network/systems includes but is not limited to, computers, laptops, printers, copiers, scanners, software applications, email, telephones, cellular telephones, facsimile (fax) machines, servers, network infrastructure devices, including switches and routers, the Internet, and any Town related content generated or accessed remotely from outside of the Town's network/systems.

Any person who uses or otherwise manipulates or operates any component or feature of the Town's network/systems shall be a user ("user") of the network/systems for purposes of this Policy. Use of the Town's network/systems shall constitute acceptance of the terms set forth in this Policy, and as it may be amended from time to time. The Board of Selectmen reserves the right to amend this Policy at any time.

Managers, supervisors and department heads are responsible for ensuring that all of their employees using any component or feature of the network/systems have read this Policy and understand its applicability to their activities.

2. User Responsibilities

This Policy applies to every employee, board member (elected or appointed), volunteer, contractor or remote user who is provided access to the Town's network/systems. It is the responsibility of any person using the Town's network/systems to read, understand and follow this Policy. In addition, users are expected to exercise reasonable judgment in interpreting this Policy and in making decisions about the use of information technology resources. Any unauthorized, deliberate action, which damages or disrupts a computing system, alters its normal performance, or causes it to malfunction, is a violation, regardless of the system location or time duration.

3. Unacceptable Uses

The following are examples of unacceptable and therefore prohibited uses of the Town's network/systems. This list is by no means exhaustive, and questions regarding whether a particular

activity or use is acceptable should be directed to a supervisor, network or systems administrator, or the Information Technology Department.

Unacceptable uses of the Town's network/systems shall include, but are not limited to, use:

- For any political purposes
- For any private, personal, or commercial use or purpose unrelated to the user's Town office or employment.
- To send threatening or harassing messages, whether sexual or otherwise
- To access or share sexually explicit, obscene, or otherwise inappropriate materials
- To infringe any intellectual property rights
- To gain, or attempt to gain, unauthorized access to any computer or network for any use that causes interference with or disruption of network users and resources, including propagation of computer viruses or other harmful programs
- To intercept communications intended for other persons
- To misrepresent either the Town of Middleborough or a person's role at the Town
- To play computer games or gamble
- To participate in Social Networking
- To libel or otherwise defame any person
- To use any unauthorized third party utilities to copy or delete information, format any hard drive, or otherwise delete or damage any data on PC's, laptops, servers, etc.

If any of the above unacceptable uses are required for a legitimate business reason related to a user's employment with the Town, an exception may be granted. Such requests should be made in writing to management. Management will review the request and grant an exception at its discretion.

4. Privacy

Any information stored, accessed, browsed and/or created on the Town's network/systems should not be considered private by the user. This includes, but is not limited to, any and all electronically stored information and electronic files, electronic mail communications, Internet website history, text messages, telephone call history, and voicemail. All aspects of Town network/systems usage by a user is subject to monitoring (see Monitoring – Section 5), the Massachusetts Public Records Law (see Public Records Requirement – Section 7), and legal discovery, as applicable.

Subject to certain exceptions in the law, electronic mail, telephone call history, voice mail messages, text messages, and other electronically stored information and electronic files are considered public records subject to potential disclosure under the Massachusetts Public Records Law and its record retention policies. Employees should NOT expect that electronic mail messages (even those marked "Personal") are private or confidential.

5. Monitoring

The Town may monitor a user's activity on Town provided network/systems at any time and the user consents that such monitoring shall not constitute an invasion of his or her privacy.

6. Public Records Retention

Under the Public Records law, all communications made or received by a government employee or entity is a public record and subject to disclosure depending on the purpose, use, and content of the record. This includes email correspondence and communications made via social media. (See Massachusetts General Laws, Chapter 4, Section 7, and Chapter 66, Section 10, for the definition of a "Public Record"). In almost every instance, communication involving a matter pending before a deliberative body is a public document that must be produced upon request.

In addition, the Massachusetts Public Records law requires that public records be retained and maintained in an accessible format for the duration of the record's retention period.

Consider very carefully what your obligations are under the above noted statutes. Repeated instances of failing to save email correspondences or other communications on substantive matters places you at risk for violating the Public Records Laws of Massachusetts, and subjecting you to a fine by the Attorney General's office.

For more information on how to avoid Public Records Law violations as it relates to email communication, please refer to the Commonwealth of Massachusetts Municipal Records Retention Manual www.sec.state.ma.us/arc/.

7. Internet Access and Use

Internet access through the Town-provided network is intended for business use, including finding vendor information, government information, research, and communicating with colleagues and residents for government-related purposes.

Town owned network/systems may be used for personal purposes on a limited basis, providing the following requirements are met:

- No marginal cost to the Town.
- No interference with work responsibilities.
- No disruption to the workplace.

At no time may the Internet be used for any type of commercial use, or to transact non-governmental business. The use of the Internet to solicit or recruit others for commercial ventures, religious or political causes or outside organizations or for personal gain is prohibited. At no time may users access inappropriate websites, such as those hosting pornography, obscene materials or gambling enterprises.

The use of any element of the Town's network/systems, including Internet access, for the receipt or transmission of information disparaging to others based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

Users are not permitted to download executable files from the Internet unless previously approved by the Information Technology Department.

8. Social Media

The Town of Middleborough prohibits the use of Town network/systems for personal social networking purposes. Users should refrain from using social media while on work time or on equipment provided by the Town, unless it is work-related as authorized by your manager or consistent with the Town's Social Media Policy.

For more information regarding the Town's policy on the use of social media please refer to the Town's Social Media Policy available at [add website or document location].

9. Enforcement

Any employee found to have violated this Policy may lose certain privileges related to the use of the Town's network/systems and be subject to disciplinary action, up to and including discharge, in accordance with applicable collective bargaining agreements.

Any employee who retaliates against another for reporting a possible violation of this Policy or for cooperating in an investigation regarding a possible violation of this Policy, will be subject to discipline, up to and including discharge, in accordance with applicable collective bargaining agreements.

10. Acknowledgement

Town employees must sign a written acknowledgement that they have received, read, understand, and agree to comply with the Town of Middleborough's Information Technology Network/Systems Responsible Use Policy.

TOWN OF MIDDLEBOROUGH
Information Technology Network/Systems Responsible Use Policy

ACKNOWLEDGEMENT FORM

I have received a copy of the Town of Middleborough's Information Technology Network/Systems Responsible Use Policy.

I understand that this Policy replaces any and all prior verbal and written communications regarding Town policies relating to the use and access of the Town's network/systems, and Town monitoring of these activities as defined in the Policy.

I have read and understand the contents of the Policy and agree to abide by its terms.

I understand that if I have questions or concerns at any time about the Information Technology Network/Systems Responsible Use Policy, I will consult my immediate supervisor, my supervisor's manager, or the Information Technology Department for clarification.

I understand that the contents of the Information Technology Network/Systems Responsible Use Policy may change at any time.

Declaration

I have read, understand and acknowledge receipt of the Town of Middleborough Information technology Network/Systems Responsible Use Policy. I acknowledge the rules and guidelines set forth in this Policy and understand that failure to abide by them may result in disciplinary or legal action.

SIGNATURE

DATE

PRINTED NAME

All questions regarding this Policy should be directed to the Information Technology Department.