

**AGREEMENT**  
**BETWEEN**  
**THE**  
**TOWN OF MIDDLEBOROUGH**  
**AND THE**  
**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL**  
**EMPLOYEES, AFL-CIO, STATE COUNCIL 93, LOCAL 1700**

**Department of Public Works**

**July 1, 2015 – June 30, 2018**

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**ARTICLE 1**  
**RECOGNITION**

1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and some other conditions of employment for all permanent employees regularly working twenty (20) or more hours per week in the Highway, Water, Sewer and Sanitation Departments of the Town of Middleborough; excluding the following: Superintendents of DPW, Water and Sewer, Assistant DPW Superintendent, Laboratory Technician, Laboratory Administrator, Senior Plant Operator, Clerical employees, employees whose positions are funded by the Federal Government (example C.E.D.A.), and all other employees of the Town.
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.
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 2**  
**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 Agreement, including this Article, the Union hereby agrees to indemnify the Town and hold it harmless from any and all claims, liabilities, or cost to the Town which arise out of entering into or enforcement of said provisions or which arise out of payroll deductions of agency service fees.

**ARTICLE 3**  
**DISCRIMINATION AND COERCION**

1. There shall be no discrimination by foreman, superintendents or other agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this Agreement.
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.
3. Whenever a question of discrimination or coercion arises, such question shall be resolved through the grievance procedure as established in this Agreement.

**ARTICLE 4**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

1. A grievance is defined as a dispute concerning the interpretation or application of an express, specific provision of this Agreement. Grievances shall be settled in the following manner:

**Step 1**

An aggrieved employee, or his union steward or representative, or both, shall take up the grievance or dispute within five (5) days of the incident giving rise to the grievance with the superintendent of the department in which the aggrieved employee works. The superintendent concerned shall respond to the grievance within ten (10) days of the date it was presented to him. The grievance must state the provision or provisions of the contract alleged to have been violated. Only those provisions which are cited in the grievance at Step 1 can be relied upon by the Union at any other step of the grievance procedure including arbitration.

**Step 2**

If the employee is still aggrieved, the matter shall be reduced to writing and presented to the Town Manager within five (5) days of the receipt of the decision of the department superintendent. The Town Manager shall discuss the matter with all parties concerned and render a decision in writing within fifteen (15) 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) days of the date of 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. Failure to follow the grievance procedure timelines results in a waiver of the grievance.

#### **Step 4**

1. If the employee or the Union is further aggrieved by the decision of the Board of Selectmen, either party may invoke arbitration by notifying the Selectmen in writing within thirty (30) days after receipt of the Selectmen's decision. Within ten (10) days after receipt of such notice the parties shall select an arbitrator by mutual agreement. If the parties are unable to agree on an arbitrator, the American Arbitration Association or The Labor Relations Connection by mutual agreement of the parties will be used in accordance with its rules.
2. The decision of the Arbitrator shall be final and binding on all parties.
3. Any decision which requires the payment of monies which are not available without proper budgetary action shall not be acted upon until the necessary budgetary action is taken by the Town Meeting action and shall be subject to budget approval in compliance with law.
4. The decision of the Arbitrator shall not violate any Town By-laws, Statutes or Law of the Commonwealth.
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 cost and to the Arbitrator.
6. Any grievance concerning disciplinary action resulting in the loss of pay shall begin at the second step of this procedure.
7. Nothing contained herein, shall be construed so as to authorize any arbitrator, acting under this Article 4, to alter or modify this Agreement or any of its provisions or to take

any action to prevent the Employer and the Union from settling, by mutual agreement, any grievance submitted to arbitration hereunder. The Arbitrator's decision shall be final and binding in accordance with General Laws 150C.

8. The Union's failure to follow the grievance procedure timelines will mean that the grievance has been waived. Extensions of the timelines may be allowed by mutual agreement.

**ARTICLE 5**  
**PUBLIC SERVICE**

1. The Employer and the Union shall recognize and adhere to all State labor laws, rules and regulations. To the extent allowed by law, contract provisions will prevail where there is a conflict with or modification of State labor laws, rules or regulations.
2. No employee in the unit shall be discharged, suspended, lowered in rank or compensation without his consent, without just cause and for reasons given him in writing after having served in the employ of the Employer for a period of six (6) months.
3. The Union agrees that it will take no action relative to Civil Service coverage under Chapter 31 of the General Laws for any employee or group of employees in the unit.
4. The failure of the Employer or the Union to insist in any one or more incidents, upon the performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the rights of the Employer or of the Union to future performance of any such terms or conditions and the obligation of the Union or of the Employer to such performance shall continue in full force and effect.

**ARTICLE 6**  
**TEMPERATURE**

When the temperature becomes extremely hot or cold, the continuance of work for the duration of the shift will be at the discretion of the superintendent. Should the superintendent order the suspension of work for the remainder of the shift, the man relieved will be paid straight time rates to the end of the shift. However, the superintendent may reassign the men to areas where heat or cold is not so oppressive as to warrant consideration of relief from work.

#### **ARTICLE 7** **SENIORITY**

The length of continuous service of the employee in the Town shall determine the seniority of the employee. Consistent with existing practice, seniority shall not be the sole factor in making determination of preference but shall be given due consideration with all other factors.

#### **ARTICLE 8** **HOURS OF WORK**

1. The regular hours of work each day shall be consecutive. The lunch period shall be for one-half (1/2) hour's duration. Notwithstanding any past practice, management has a right to enforce the half-hour lunch period in the future.
2. The work week shall consist of five (5) eight (8) hour days, Monday through Friday, inclusive except that schedules at the landfill, pumping station and sewage treatment plant will remain as at present. The lunch period shall not be included in the eight (8) hour working day.
3. Each employee shall be given a regular starting and quitting time, except in emergency situations. Hours cannot be changed for purposes of circumventing the overtime provisions of the Agreement. Hours of work will not be changed unless the Town has given the Union notice and an opportunity to provide input concerning the change.

4. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½ ) times his regular hourly rate for work in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) week.
5. Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time shall be paid at the rate of time and one-half (1 1/2 ) for all hours worked on recall. He will be guaranteed a minimum of two (2) hours pay at the overtime rate.
6. Overtime shall so long as consistent with efficient operations, be equitably and impartially distributed among the bargaining unit. When in case of emergencies, it is necessary to call in personnel from other departments to aid and assist, those employees from other departments other than the department which normally performs such work, should be released from their duties first when the work load lessens. The foregoing shall not apply to independent contractors hired by the Employer.
7. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, that shall be subject to the examination by the proper union representative.
8. The Employer can require an employee to work overtime in emergencies. The Employer will first access employees from the Division responding to the emergency before requiring employees from other Divisions to respond. When the need to use personnel from other Divisions is required, bargaining unit personnel will be contacted prior to contacting non-bargaining unit personnel. Refusal and unavailability to work overtime shall count as overtime worked for purposes of determining overtime eligibility. In distributing overtime, a reasonable effort shall be made to reach an employee eligible to

work overtime before the overtime is charged as a refusal. A reasonable effort will include, but not be limited to, a telephone call to the employee and/or a message left on the employee's answering machine.

9. All call back employees must punch in and out on the time clock located at the highway garage. If an employee is called back after he has punched out, he shall be paid an additional two (2) hours.

### **ARTICLE 9** **UNION REPRESENTATION**

1. A written list of union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.
2. The above persons shall be granted reasonable time off during working hours to investigate grievances.
3. Upon request, the President and one (1) elected employee shall be allowed two (2) days off per year from their employment to attend state conventions without loss of pay. The names of the employees shall be submitted to the Town Manager's office two (2) weeks prior to the said convention.

### **ARTICLE 10** **MEAL PERIODS**

1. All employees shall be granted a meal period of one-half (½) hour's duration during each work day. Whenever possible the meal period shall be scheduled at the middle of each working shift.
2. Any employee that is requested to and does work more than four (4) hours beyond his regular shift shall be granted a meal period of one-half (½) hour's duration during each

four (4) hour period worked beyond their normal eight (8) hour regular shift. Employees shall receive their normal overtime rate of pay while on the meal period breaks referred to in the sentence above.

3. While on overtime work, meal periods shall not exceed one-half (½) hour's duration.

**ARTICLE 11**  
**REST PERIODS**

All employees work schedules shall provide for a fifteen (15) minute rest period during each one-half (½) working day. The rest period shall be scheduled at the middle of each one-half (½) workday whenever possible.

**ARTICLE 12**  
**HOLIDAYS**

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

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

\* it shall be deemed a floating holiday for departments where it is necessary for them to work, i.e. sanitation division. The floating holiday shall be used within two (2) weeks.

2. Holiday pay shall be eight (8) hours pay at straight time rate.
3. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation pay.
4. Any employee required to work on a holiday shall receive the regular holiday pay and an amount equal to one and one-half (1½) times his regular rate of pay 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. The Employer will make a reasonable effort to give more than 24 hours advance notice of overtime opportunities on a holiday.

5. An employee assigned to perform standby duty during a week in which one of the above paid holidays falls on a weekday, Monday through Friday, shall receive an additional two (2) hours standby pay.
6. Any employees covered under this agreement shall be entitled to three (3) hours off their regular workday on the working days preceding Christmas and New Year's Day. A skeleton crew may be required by the Department head, requiring one or more employees to complete the workday based on the determination that the Division requires their services. The Department head will ensure rotation of these employees from year to year, or ask for volunteers.
7. All holidays falling on a Sunday will be observed on the following Monday. All holidays falling on a Saturday will be observed on the day prior, Friday.

**ARTICLE 13**  
**VACATION**

The vacation year shall be the period between January 1 and December 31, inclusive.

a.

**Length of continuous Full-Time  
Service as of January 1<sup>st</sup>**

**Vacation Leave Accrued Per Year**

30 weeks but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 20 years	20 days
21 years	21 days

22 years	22 days
23 years	23 days
24 years	24 days
25 years or more	25 days

- b. Permanent part-time employees shall be allowed paid vacation to the extent that their part-time services compares to what a normal full-time service employee would have earned.
- c. Vacation leave earned shall be granted at the discretion of the Department head.  
 The winter period will be December 1<sup>st</sup> through March 31<sup>st</sup>. Beginning with the 2010 – 11 winter period, the Director shall allow one (1) bargaining unit member from the combined highway and water distribution divisions to be on vacation on any day provided that the request for vacation is made in writing on or before November 15<sup>th</sup> 2010. The order of request, and if requests are made at the same time, seniority, shall determine conflicting requests. For any vacation request during the winter period which is made after November 15<sup>th</sup>, the Director will continue to allow them based on the condition that the employee report to work if needed for weather-related duties.
- d. Whenever the employment of any person is terminated during a year by dismissal through no fault or delinquency on his part or by resignation, retirement, or death, without him having been granted the vacation to which he is entitled, or in case of his death, his estate shall be paid at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of such vacation, provided that no monetary or other allowance has already been made therefore.

e. Vacation leave shall accrue only when an employee is on the Town payroll and actively employed.

f. An employee shall be permitted to carry over up to seven (7) days of vacation into the following year provided that reasonable written notice, ordinarily at least two calendar weeks, is provided to the Superintendent. Vacation leave carried over shall not be paid upon termination under Section e above.

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 twelve (12) days of vacation and all carry-over must be taken prior to the end of the fiscal year.

g. Single vacation days may be used to make long weekends if the Town Manager or his designee approves. This will be handled administratively.

#### **ARTICLE 14** **SICK LEAVE**

Effective July 1, 2015, employees shall accumulate sick leave at a rate of 1.34 days per month for a total of 16 days per year.

Effective July 1, 2016, employees shall accumulate sick leave at a rate of 1.42 days per month for a total of 17 days per year.

Effective July 1, 2017, employees shall accumulate sick leave at a rate of 1.5 days per month for a total of 18 days per year.

Sick leave may accumulate to two hundred and seventy five (275) days effective July 1, 2001.

- a. Sick leave accumulation may not be used to compensate employees injured and working for the Town for which compensation is payable under the provisions of the General Laws, Chapter 152 (Workers' Compensation).
- b. Sick leave accumulation shall cease upon death, resignation, retirement or permanent separation from the service of the Town of Middleborough.
- c. No portion of sick leave credit shall be credited to annual vacation leave of any employee. Any employee disabled because of sickness or accident may use his annual vacation as part of his sick leave pay, provided that the accident is not covered under any of the Town's compensation policies.
- d. If a Department head has reason to believe that an employee may be abusing sick leave, he may require the employee to provide medical documentation satisfactory to the Department head, including but not limited to a medical examination by a physician, psychologist or other specialist retained by the Town. Reason to believe that an employee may be abusing sick leave will include but not be limited to 1) multiple single day absences and/or 2) absences on days before and/or after other days of leave.
- e. A Department head shall have full authority to institute disciplinary action for an abuse of sick leave and/or a refusal to provide the documentation and/or submit to an examination described above. Sick leave abuse shall include, but not be limited to a failure to abide by the recommendations of the employee's physician.
- f. An employee shall be allowed to take four (4) personal days off from work per year without loss of pay. An employee will be allowed to utilize personal leave in one (1) hour increments. The date of the personal days off shall be at the option of the employee

but subject to the needs of the Department. Eight (8) hours advance notice of intention to take a personal day off if possible. CP

- g. Upon retirement or death, an employee or his estate shall receive a day's pay for each three (3) days of the unused portion of accumulated sick leave, up to a maximum of seventy five (75) days pay.
- h. The use of sick leave shall be limited to situations where the employee is unable to perform his work duties due to illness or injury, which is not job-related. An employee will be allowed to utilize sick leave in one-half ( $\frac{1}{2}$ ) days or four (4) hour increments. In the discretion of the Superintendent or his designee, sick leave may be used for doctor's appointments, which can not be scheduled outside of work hours.
- i. Up to four (4) working days a calendar year of accumulated sick leave may be granted for family sickness, subject to Department head approval, which shall not be arbitrarily denied. Requests for such leave shall be made as much in advance as reasonably possible.

**ARTICLE 15**  
**JURY PAY**

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

**ARTICLE 16**  
**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 up to 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. It is management's intent to grant funeral leave to an employee as necessary up to three (3) days.

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 17 SALARIES

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

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

3. Any continuing education, when approved by the Department head and the Board of Selectmen, shall be reimbursable to the employee including the cost of tuition, travel or mileage, lab fees and books.

a. At the discretion and with the approval of the Department head, an employee may attend a course required to maintain a license, during the regularly scheduled eight (8) hour workday.

The cost of the course and any books required will be reimbursed by the Town upon successful

completion of the course. Meals will not be reimbursed. The Town may pay for courses taken outside the regular workday, but will not compensate the employees for their time.

4. Standby or “call” for those within the Department of Public Works, who are subject to rotation standby shall receive payment for ten (10) hours pay for each standby period whether work is performed during that period or not. During a holiday week, payment shall be increased from ten (10) to twelve (12) hours. Employees working in the following departments are covered by this provision: Water Pumping Station, Water Distribution, Wastewater, Highway and Sanitation.

5. A member of the bargaining unit who is appointed to a position in a higher grade will be placed on the Step in the new position which assures the member of least a 3% (three percent) increase.

#### **ARTICLE 18** **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 cost associated with the health insurance coverage.

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.

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 out/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 six month and the second half of the stipend will be paid during the 12<sup>th</sup> month.

E. 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.

**ARTICLE 19**  
**UNIFORMS AND PROTECTIVE CLOTHING**

1. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the Employer. The Employer agrees to provide all material, equipment and tools required to perform the duties assigned to the employees covered by this Agreement. The Town will purchase a high visibility 3-season jacket or if the employee purchase it, he shall be reimbursed with the receipt for the purchase.
2. The Employer also agrees to assume the cost of the rental of eleven (11) sets of uniforms, a light uniform jacket and a heavy uniform jacket for each employee in the bargaining unit.

3. The Employer agrees to reimburse employees up to two hundred and fifty dollars (\$250.00) for purchase of work boots or arrange for the Boot Train for the purchase of the boots. The employee must purchase suitable work boots and submit a receipt for reimbursement. "Suitable work boots" is defined as a work boot suitable for the work being done. Sneakers or dress shoes are not suitable. The Superintendent or his designee shall determine what is a suitable work boot.

**ARTICLE 20**  
**SAFETY COMMITTEE CODE**

1. A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel and the Town Manager will be appointed by the Board of Selectmen. Said Committee shall appoint its own chairman and meet regularly to review safety practices.
2. The Committee may draw up a safety code, which, if adopted by the Town, both parties to this Agreement agree to enforce.
3. Said Committee shall meet regularly three (3) times each year if considered necessary.

**ARTICLE 21**  
**POSTING AND BIDDING**

1. The Board of Selectmen desires that qualified unit employees be given maximum opportunity for advancement in the service. When a position covered by this Agreement becomes vacant, or a new position is created, and management determines that the position shall be filled, such vacancy or position shall be posted in a conspicuous place,

listing the pay, duties and qualifications. Present employees who are qualified to perform the duties of the new or vacant positions will be given first consideration.

2. An employee who is both qualified and the most qualified among the employees who apply, as determined by the Department head, shall be given a thirty (30) day calendar trial and training period. If during that trial and training period it is determined by the Department head that the employee is not satisfactorily performing the duties of the position, the employee shall be returned to his former position and rate.
3. In any case, his pay shall be restored to the rate in effect prior to the promotion as though the promotion had not been granted. It is required that all employees shall have the necessary licenses required for work performance within classification. The Town of Middleborough will pay for special licenses required by the Town: namely, Hoist Engineers License, Spray Operators License, The Water and Sewer Plant Operators License and CDL License.
4. Any employee promoted to the position of Heavy Equipment Operator or Foreman, will be required to meet the requirements of this position within six months of the effective date of their promotion, including but not limited to a CDL Class A license holder with all required endorsements. If the employee promoted does not meet the requirements of this position, the Town has the right to remove the employee from this position.

**ARTICLE 22**  
**MISCELLANEOUS PROVISIONS**

1. Bulletin Board – Announcements shall be posted in conspicuous places where employees enter or leave the premises. 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.

2. Should any provision 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 benefit, 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, State Law or Local By-law, this Agreement shall not require either party to perform any act in violation of that law, notwithstanding anything herein contained to the contrary.
3. No Discrimination – The parties to this Agreement agree that they shall not discriminate against any person because of race, creed or political affiliation.
4. Access to Premises – The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, and/or Local 1700 to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
5. Employee files will be available for inspection by employees at reasonable times. Copies of materials in such files will be made available at cost.
6. A “cell phone” shall be purchased for use by employees in the Water Works or Distribution, Wastewater, Highway and Sanitation Departments while in standby status.
7. The Employer will endeavor to supply toilet facilities at the Landfill for the use of those employed there.
8. Employees receiving workers compensation benefits who are required to report for periodic medical examinations during working hours shall be granted time off, without

charge to any other leave, not to exceed the equivalent of two (2) days per fiscal year. Such time off shall ordinarily be taken in increments of at least one-half (½) day. In scheduling such appointments, particularly those in the local area, employees shall attempt to schedule the appointment outside, or near the end of, normal working hours.

9. Employees who are temporarily incapacitated for full duty for any reason but capable of limited duty may be assigned limited duty by the Department head or his designee after an evaluation by a physician or specialist designated by the Town. Employees assigned to limited duty shall not be eligible for overtime.

If the Town's physician and the employee's physician have conflicting views on the employee's ability to perform limited duty, the two physicians shall select a third physician, who shall decide the issue at the Town's expense.

At the Town's request, the employee will release to the Town all relevant medical records/reports requested by the Town to make a determination of the employee's ability to perform limited duty. The employee will fully cooperate in the Town's effort to determine the employee's fitness for full or limited duty.

Employees who are determined fit to perform limited duty requested by the Department head or his designee 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.

10. An employer or employee who actually calls other employees for storm purposes will identify himself or herself when they call. If the person placing the call for overtime reaches an answering machine, they will state their name, purpose of call, and a contact number to be called once the message is retrieved.

11. The Town will consult with the Union about specifications when it seeks bids for uniforms. The Town will retain the right to make the final decision.
12. With advanced notice to and permission of the Director, employees assigned to be on call may be allowed to take a Town vehicle home. Its use will be limited to responding to calls.
13. The Employer agrees to reimburse employees up to one hundred and twenty-five dollars (\$125) once every two years for the actual cost to the employee of obtaining the medical certification required for a CDL license. In the event that the Commonwealth of Massachusetts imposes new fees for the recertification of CDL licenses during the term of the 2014-2015 Contract, the Town agrees that, at the request of the Union, it will reopen the contract for the sole purpose of bargaining over whether the Town should make any contribution toward the new fees. This will be without precedent for any pending or future matter.
14. Health Insurance Reform Law: Notwithstanding any other provisions of the parties' collective bargaining agreement, including without limitation those related to health insurance, the Employer has the right to make changes to health insurance under the provisions of c.69 of the Acts of 2011, amending M.G.L. c.32B (the "Health Insurance Reform Statute"). The Employer's inclusion of this item in successor contract negotiations is for notice and clarification purposes only. It is not a concession that the Employer has to bargain to reserve its rights under the Health Insurance Reform Statute or that the parties' agreement to a successor collective bargaining agreement would, in any way, affect the Employer's discretion to exercise those rights.

**ARTICLE 23**  
**THE EMPLOYER'S RIGHTS**

1. Except when specifically provided otherwise in this Agreement, the Employer shall have the right to establish work force, to increase or decrease the number of employees or to establish or create new positions, to change positions or reallocate positions. He shall have the right to manage the business of the Town of Middleborough, without interference or interruption. The Employer shall have the right to determine work schedules, work programs, materials, methods, procedures, practices and all other matters which may affect the operation of the Town Departments. The Employer shall have the right to change equipment, add or eliminate buildings or facilities, increase or decrease services, or alter established practices and services without interference by the Union. The Employer shall have the right to engage private contractor(s).
2. The Union agrees that it will not use the grievance procedure relative to any condition of employment or any other matter which concerns the Employer unless such matter is a part of this Agreement and provided that such matter is not one contained in the above paragraph.
3. It is agreed by both parties to this Agreement that unless it can be clearly shown that the subject matter of any grievance relates to a specific provision of this Agreement, it shall not be proper subject matter for grievance.

**ARTICLE 24**  
**SANITATION**

1. The intent is to make trash and recycling collection safer and reduce the potential for accidents and injuries to employees and the general public.
2. Employees assigned to trash and recycling collection shall, at all times, drive and collect on the far right side of the road, with the flow of traffic, including without limitation when

collecting curbside material. Employees are prohibited from collecting trash and recycling from the opposite curbside. The only exception will be on dead-end roadways, where the vehicle must be backed in because there is no cul-de-sac or other means of turning the vehicle around, or where the DPW Director provides specific instructions to do so.

3. Upon completion of the route for the day, employees shall return to the DPW garage and receive further job assignments until the work shift ends at 3:30 pm. Or, the employees assigned to a particular truck may elect to work through their lunch period and end their work day at 3:00 pm.
4. It is anticipated that the employees will be able to complete their daily trash route within the normal 8 hour work day. If, for unseen circumstances it is apparent that the work day may result in overtime, one of the employees shall be returned to the DPW garage before the vehicle travels to SEMASS to dump their load. The only exception to this shall be when the vehicle is in close proximity to SEMASS.
5. Employees who violate this policy shall be considered to have engaged in serious and willful misconduct and be subject to discipline, up to and including dismissal.
6. The establishment of the enterprise fund for the Solid Waste (Rubbish Personnel) component of the DPW Works does not affect any existing seniority provisions.

**ARTICLE 25**  
**ENTIRE AGREEMENT**

1. This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

2. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives to bargain collectively with respect to:
  - (a) Any subjects or matters referred to or covered in this Agreement.
3. In connection with the exercise of rights under Article 23, Employer's Rights, which exercise impacts upon a mandatory subject of bargaining, the following procedures shall apply:
  - (1) The Employer shall give notice of its contemplated action.
  - (2) The Union may request a meeting to negotiate such impact.
  - (3) The parties shall commence negotiations in a timely fashion.
  - (4) (a) The fact that such negotiations have not concluded shall not operate to delay the exercise of the Employer's rights under this Agreement, including but not limited to the right to implement all or part of the contemplated action.  
(b) Prior to any such implementation, the Employer shall give notice to the Union.
  - (5) The fact that the Employer has exercised its rights shall not operate to terminate the obligation to continue such negotiations for a reasonable period of time.

**ARTICLE 26**  
**JOB EVALUATION**

Employees shall be classified into position classifications by a comparison of the work they perform with position classification descriptions as written and evaluated and in which they

spend fifty percent (50%) or more of their work week performing the full complement of position duties. The assignment of an employee to the performance of work requiring less than the skills of the position classification description shall not furnish a basis for a claim on the part of other employees performing corresponding duties to be classified under such position classification title. In no event shall the matter of wages, a proper subject for negotiations under M.G.L. c.150E, be submitted to arbitration during the term of this Agreement or be otherwise determined by a party or individual, unless agreed to by the Board of Selectmen of the Town, or their representatives, and the proper designated representative for the Union.

**ARTICLE 27**  
**WORK STOPPAGE**

1. Pursuant to Chapter 150E of the General Laws of the Commonwealth of Massachusetts the Union and the employees agreed not to engage, induce, or encourage any strike, work stoppage, slowdown or with-holding of services by employees, including extra hours or overtime work, which are normally provided to the Town.
2. Should any of its members engage in any of the practices set forth above, the Union shall immediately, in writing, order such members to return to work and immediately cease such practices. The Town shall receive a copy of this written notice.

**ARTICLE 28**  
**TERMINATION**

1. This Agreement shall remain in effect until June 30, 2018. At that time, either party may terminate this Agreement provided such termination is transmitted through U.S. Mail to the responsible signatories to the Agreement. In no case may a termination notice be sent less than ninety (90) days prior to the above termination date.

2. RENEWAL – Should neither party to this Agreement send a notice of termination as described in Section 1, this Agreement will be considered to have been automatically renewed for another calendar year.

**ARTICLE 29**  
**DRUG AND ALCOHOL TESTING**

Effective January 1, 1996, the Town of Middleborough's Drug and Alcohol Testing Program will be implemented. The specifics of the program are set forth in the Policy Document for the Town of Middleborough DOT (U.S. Department of Transportation) Drug and Alcohol Testing Program, attached hereto and incorporated herein. Testing services are to be provided by Occupational Health Service of Morton Hospital and Medical Center as outlined in OHS "DOT Drug and Breath Alcohol Testing for Town of Middleborough" or other service provider selected by the Town.

ARTICLE XXX

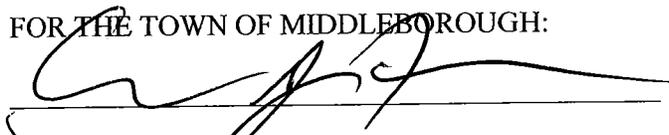
PEOPLE CONTRIBUTION

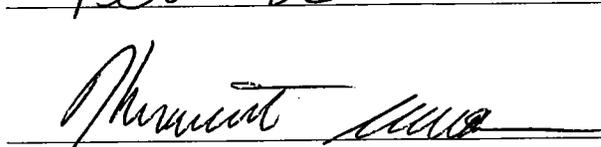
The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and 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.

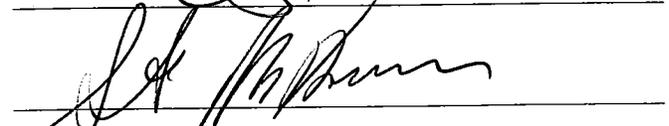
This Agreement entered into this 22<sup>nd</sup> day of February, 2016.

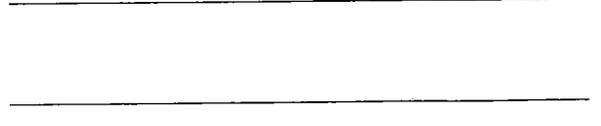
FOR THE TOWN OF MIDDLEBOROUGH:

FOR LOCAL 1700, AFSOME - COUNCIL 93:

DATED: \_\_\_\_\_

DATED: 2/22/14

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## DPW Salary Chart

Salary Chart as of January 1, 2016

GRADE	STEP 1 Hourly Rate	STEP 2 Hourly Rate	STEP 3 Hourly Rate	STEP 4 Hourly Rate	STEP 5 Hourly Rate	STEP 6 Hourly Rate
2	\$25.7523 ✓	\$26.5367 ✓	\$27.3211 ✓	\$28.1528 ✓	\$28.9965 ✓	\$29.8642 ✓
3	\$24.5261 ✓	\$25.2731 ✓	\$26.0200 ✓	\$26.8123 ✓	\$27.6158 ✓	\$28.4421 ✓
4	\$23.2359 ✓	\$23.9484 ✓	\$24.6618 ✓	\$25.3975 ✓	\$26.1785 ✓	\$26.9594 ✓
5	\$22.0022 ✓	\$22.6587 ✓	\$23.3377 ✓	\$24.0619 ✓	\$24.7751 ✓	\$25.5221 ✓
6	\$20.9495 ✓	\$21.5834 ✓	\$22.2398 ✓	\$22.9077 ✓	\$23.5980 ✓	\$24.3109 ✓
7	\$19.8971 ✓	\$20.4969 ✓	\$21.1081 ✓	\$21.7419 ✓	\$22.3983 ✓	\$23.0660 ✓
9	\$18.0861 ✓	\$18.6633 ✓	\$19.1952 ✓	\$19.7725 ✓	\$20.3723 ✓	\$20.9836 ✓

Salary Chart as of July 1, 2015

GRADE	STEP 1 Hourly Rate	STEP 2 Hourly Rate	STEP 3 Hourly Rate	STEP 4 Hourly Rate	STEP 5 Hourly Rate	STEP 6 Hourly Rate
2	\$25.4973	\$26.2739	\$27.0506	\$27.8741	\$28.7095	\$29.5686
3	\$24.2832	\$25.0229	\$25.7624	\$26.5468	\$27.3424	\$28.1605
4	\$23.0059	\$23.7113	\$24.4177	\$25.1461	\$25.9193	\$26.6925
5	\$21.7844	\$22.4343	\$23.1067	\$23.8237	\$24.5298	\$25.2694
6	\$20.7421	\$21.3697	\$22.0196	\$22.6809	\$23.3643	\$24.0702
7	\$19.7001	\$20.2939	\$20.8991	\$21.5266	\$22.1766	\$22.8376
9	\$17.9070	\$18.4786	\$19.0052	\$19.5767	\$20.1706	\$20.7758

**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.



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.

TOWN OF MIDDLEBOROUGH

**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

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 network/systems includes but is not limited to, computers, laptops, printers, copiers, scanners, software applications, email, 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 in the discretion of the Board.

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 have understood its applicability to their activities.

2. User Responsibilities

It is the responsibility of any user of the Town's network/systems to read, understand and follow this Policy. Users shall use reasonable judgment interpreting this Policy and in making decisions about the use of the network/systems.

3. Unacceptable Uses

A user of network/systems shall not use the network/systems:

- For any political purposes
- For any commercial purpose
- 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 3rd party utilities to delete information, format any hard drive, or otherwise delete or damage any data on PC's, laptops, servers, etc. for any private, personal use or purpose unrelated to the user's Town office or employment.

#### 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, 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 (see Records Retention – Section 7) and may be subject to legal discovery. 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 Town provided network/system at any time and the user consents that such monitoring shall not constitute an invasion of his or her privacy.

#### 6. Internet/Electronic Mail Content

Users of the Town's network/system should be aware that content on some Internet websites or contained in "spam" electronic mail may be offensive to some people and/or inappropriate for the workplace. Efforts have been put in place to minimize access to offensive websites and electronic mail by using website content and spam filtering devices. However, filtering is not 100% accurate and occasionally, offensive material may enter the Town's network/systems.

#### 7. Public Records Requirement

The Massachusetts Office of the Secretary of State has ruled (with the concurrence of the Attorney General's Office) that certain email correspondence are public documents in accordance with the definition of a "Public Record" as identified in Massachusetts General Laws, Chapter 4, Section 7, and Chapter 66, Section 10.

Whether in electronic (including Social Media) or paper format, certain documents, depending on the substance and content of the record, may or may not be deemed a public document. In almost every instance, communication involving a matter pending before a deliberative body is a public document that must be produced upon request.

Consider very carefully what your obligations are under the above noted statutes. Repeated instances of failing to save email correspondences on substantive matters places you at public risk of violating the Public Records Laws of Massachusetts, subjecting you to being fined 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/](http://www.sec.state.ma.us/arc/).

#### 8. Internet Usage Policy

All users of the Internet component of the network/systems shall use it in an appropriate and responsible manner. The Internet shall not be used to transmit, receive, submit, publish or otherwise access inappropriate information including, but not limited to, material that is defamatory, inaccurate, abusive, obscene, profane, racially or gender offensive, unethical, or illegal.

#### 9. Social Media Policy

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. Social Media shall be used only for Town purposes to serve Town interests.

This Policy is intended to guide Town employees and agents when using Town sponsored Social Media. The intention for publishing a Social Media Policy is to help all parties succeed in protecting Town employees, agents, departments, and the Town from illegal or damaging actions by individuals, either knowingly or unknowingly.

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.

### Social Media Usage

For professional purposes: This section lists the acceptable use of Social Media tools for professional purposes, which include, but are not limited to, promotion and public outreach.

9.1 The Town Manager with support from the Information Technology Department shall have responsibility for defining the Social Media tools used for Town professional purposes, which includes creating and archiving Social Media accounts.

9.2 Department managers shall have responsibility for the Social Media tools used for Town professional purposes, which includes: creating and maintaining Social Media accounts, posting content, 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

9.3 Social Media content and responses to questions and answers for the Town's Departments shall be reviewed by each Department manager prior to posting.

### Unacceptable Use of 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 Social Media for professional purposes unless otherwise stated. Employees should contact the Town Manager for questions about this Policy. 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 when participating in Social Media.
- Post or release proprietary, confidential, sensitive, personally identifiable information on social media sites.
- Posting professional information with personal 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 the Town's trademarks, logos and any other Town intellectual property in connection with any personal Social Media activity.
- 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.

#### 10. Enforcement

Any employee found to have violated this Policy may be subject to disciplinary action, up to and including termination of employment.

As adopted by Selectmen:  
Updated: February 25, 2015

TOWN OF MIDDLEBOROUGH  
Responsible Use Policy

ACKNOWLEDGEMENT FORM

I have received a copy of the Town of Middleborough's 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 technology resources and social media, and Town monitoring of these activities as defined in the Policy.

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

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

I understand that the contents of the Responsible Use Policy may change at any time.

**Declaration**

I have read, understand and acknowledge receipt of the Town of Middleborough Responsible Use Policy. I acknowledge 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

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