

NEW BUSINESS

10-20-14

COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH

WARRANT FOR STATE ELECTION
NOVEMBER 4, 2014

PLYMOUTH, SS.

To either of the Constables of the Town of Middleborough

GREETING:

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in the State Election to vote at

Precinct 1	Oak Point Club House 202 Oak Point Drive
Precincts 2, 4, 6	Middleborough High School Gymnasium 71 East Grove Street (Route 28)
Precinct 3	South Middleborough Fire Station 566 Wareham Street (Route 28)
Precinct 5	Leonard E. Simmons Senior Multi Service Center 558 Plymouth Street

on **TUESDAY, THE FOURTH DAY OF NOVEMBER, 2014**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Election for the candidates for the following offices and questions:

SENATOR IN CONGRESSFOR THIS COMMONWEALTH
GOVERNOR AND LIEUTENANT GOVERNOR.....FOR THIS COMMONWEALTH
ATTORNEY GENERAL.....FOR THIS COMMONWEALTH
SECRETARY OF STATE.....FOR THIS COMMONWEALTH
TREASURER.....FOR THIS COMMONWEALTH
AUDITOR.....FOR THIS COMMONWEALTH
REPRESENTATIVE IN CONGRESSNINTH DISTRICT
COUNCILLORFIRST DISTRICT
SENATOR IN GENERAL COURTFIRST PLYMOUTH& BRISTOL DISTRICT
REPRESENTATIVE IN GENERAL COURTTWELFTH PLYMOUTH DISTRICT
REPRESENTATIVE IN GENERAL COURTTWELFTH BRISTOL DISTRICT
REPRESENTATIVE IN GENERAL COURTSECOND PLYMOUTH DISTRICT
DISTRICT ATTORNEYPLYMOUTH DISTRICT
REGISTER OF PROBATEPLYMOUTH COUNTY
COUNTY TREASURER.....PLYMOUTH COUNTY
COUNTY COMMISSIONERSPLYMOUTH COUNTY
REGIONAL TECHNICAL SCHOOL COMMITTEEBRISTOL-PLYMOUTH (BERKLEY) DISTRICT
REGIONAL TECHNICAL SCHOOL COMMITTEEBRISTOL-PLYMOUTH (BRIDGEWATER) DISTRICT
REGIONAL TECHNICAL SCHOOL COMMITTEEBRISTOL-PLYMOUTH (MIDDLEBOROUGH) DISTRICT
REGIONAL TECHNICAL SCHOOL COMMITTEEBRISTOL-PLYMOUTH (RAYNHAM) DISTRICT
REGIONAL TECHNICAL SCHOOL COMMITTEEBRISTOL-PLYMOUTH (TAUNTON) DISTRICT

QUESTION 1: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

SUMMARY

This proposed law would eliminate the requirement that the state's gasoline tax, which was 24 cents per gallon as of September 2013, (1) be adjusted every year by the percentage change in the Consumer Price Index over the preceding year, but (2) not be adjusted below 21.5 cents per gallon.

A YES VOTE would eliminate the requirement that the state's gas tax be adjusted annually based on the Consumer Price Index.

A NO VOTE would make no change in the laws regarding the gas tax.

QUESTION 2: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

SUMMARY

This proposed law would expand the state's beverage container deposit law, also known as the Bottle Bill, to require deposits on containers for all non-alcoholic non-carbonated drinks in liquid form intended for human consumption, except beverages primarily derived from dairy products, infant formula, and FDA approved medicines. The proposed law would not cover containers made of paper-based biodegradable material and aseptic multi-material packages such as juice boxes or pouches.

The proposed law would require the state Secretary of Energy and Environmental Affairs (EEA) to adjust the container deposit amount every five years to reflect (to the nearest whole cent) changes in the consumer price index, but the value could not be set below five cents.

The proposed law would increase the minimum handling fee that beverage distributors must pay dealers for each properly returned empty beverage container, which was 2¼ cents as of September 2013, to 3½ cents. It would also increase the minimum handling fee that bottlers must pay distributors and dealers for each properly returned empty reusable beverage container, which was 1 cent as of September 2013, to 3½ cents. The Secretary of EEA would review the fee amounts every five years and make appropriate adjustments to reflect changes in the consumer price index as well as changes in the costs incurred by redemption centers. The proposed law defines a redemption center as any business whose primary purpose is the redemption of beverage containers and that is not ancillary to any other business.

The proposed law would direct the Secretary of EEA to issue regulations allowing small dealers to seek exemptions from accepting empty deposit containers. The proposed law would define small dealer as any person or business, including the operator of a vending machine, who sells beverages in beverage containers to consumers, with a contiguous retail space of 3,000 square feet or less, excluding office and stock room space; and fewer than four locations under the same ownership in the Commonwealth. The proposed law would require that the regulations consider at least the health, safety, and convenience of the public, including the distribution of dealers and redemption centers by population or by distance or both.

The proposed law would set up a state Clean Environment Fund to receive certain unclaimed container deposits. The Fund would be used, subject to appropriation by the state Legislature, to support programs such as the proper management of solid waste, water resource protection, parkland, urban forestry, air quality and climate protection.

The proposed law would allow a dealer, distributor, redemption center or bottler to refuse to accept any beverage container that is not marked as being refundable in Massachusetts.

The proposed law would take effect on April 22, 2015.

A YES VOTE would expand the state's beverage container deposit law to require deposits on containers for all non-alcoholic, non-carbonated drinks with certain exceptions, increase the associated handling fees, and make other changes to the law.

A NO VOTE would make no change in the laws regarding beverage container deposits.

QUESTION 3: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

SUMMARY

This proposed law would (1) prohibit the Massachusetts Gaming Commission from issuing any license for a casino or other gaming establishment with table games and slot machines, or any license for a gaming establishment with slot machines; (2) prohibit any such casino or slots gaming under any such licenses that the Commission might have issued before the proposed law took effect; and (3) prohibit wagering on the simulcasting of live greyhound races.

The proposed law would change the definition of "illegal gaming" under Massachusetts law to include wagering on the simulcasting of live greyhound races, as well as table games and slot machines at Commission-licensed casinos, and slot machines at other Commission-licensed gaming establishments. This would make those types of gaming subject to existing state laws providing criminal penalties for, or otherwise regulating or prohibiting, activities involving illegal gaming.

The proposed law states that if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would prohibit casinos, any gaming establishment with slot machines, and wagering on simulcast greyhound races.

A NO VOTE would make no change in the current laws regarding gaming.

QUESTION 4: LAW PROPOSED BY INITIATIVE PETITION

Do you approve of a law summarized below, on which no vote was taken by the Senate or the House of Representatives on or before May 6, 2014?

SUMMARY

This proposed law would entitle employees in Massachusetts to earn and use sick time according to certain conditions.

Employees who work for employers having eleven or more employees could earn and use up to 40 hours of paid sick time per calendar year, while employees working for smaller employers could earn and use up to 40 hours of unpaid sick time per calendar year.

An employee could use earned sick time if required to miss work in order (1) to care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse, parent, or parent of a spouse; (2) to attend routine medical appointments of the employee or the employee's child, spouse, parent, or parent of a spouse; or (3) to address the effects of domestic violence on the employee or the employee's dependent child. Employees would earn one hour of sick time for every 30 hours worked, and would begin accruing those hours on the date of hire or on July 1, 2015, whichever is later. Employees could begin to use earned sick time on the 90th day after hire.

The proposed law would cover both private and public employers, except that employees of a particular city or town would be covered only if, as required by the state constitution, the proposed law were made applicable by local or state legislative vote or by appropriation of sufficient funds to pay for the benefit. Earned paid sick time would be compensated at the same hourly rate paid to the employee when the sick time is used.

Employees could carry over up to 40 hours of unused sick time to the next calendar year, but could not use more than 40 hours in a calendar year. Employers would not have to pay employees for unused sick time at the end of their employment. If an employee missed work for a reason eligible for earned sick time, but agreed with the employer to work the same number of hours or shifts in the same or next pay period, the employee would not have to use earned sick time for the missed time, and the employer would not have to pay for that missed time. Employers would be prohibited from requiring such an employee to work additional hours to make up for missed time, or to find a replacement employee.

Employers could require certification of the need for sick time if an employee used sick time for more than 24 consecutively scheduled work hours. Employers could not delay the taking of or payment for earned sick time because they have not received the certification. Employees would have to make a good faith effort to notify the employer in advance if

the need for earned sick time is foreseeable.

Employers would be prohibited from interfering with or retaliating based on an employee's exercise of earned sick time rights, and from retaliating based on an employee's support of another employee's exercise of such rights.

The proposed law would not override employers' obligations under any contract or benefit plan with more generous provisions than those in the proposed law. Employers that have their own policies providing as much paid time off, usable for the same purposes and under the same conditions, as the proposed law would not be required to provide additional paid sick time.

The Attorney General would enforce the proposed law, using the same enforcement procedures applicable to other state wage laws, and employees could file suits in court to enforce their earned sick time rights. The Attorney General would have to prepare a multilingual notice regarding the right to earned sick time, and employers would be required to post the notice in a conspicuous location and to provide a copy to employees. The state Executive Office of Health and Human Services, in consultation with the Attorney General, would develop a multilingual outreach program to inform the public of the availability of earned sick time.

The proposed law would take effect on July 1, 2015, and states that if any of its parts were declared invalid, the other parts would stay in effect.

A YES VOTE would entitle employees in Massachusetts to earn and use sick time according to certain conditions.

A NO VOTE would make no change in the laws regarding earned sick time.

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 20th day of October, 2014.

Allin John Frawley

Stephen James McKinnon

John M. Knowlton

Leilani Dalpe

Diane C. Stewart

Board of Selectmen
Town of Middleborough

Pursuant to the instructions contained in the above Warrant, I have notified and warned all inhabitants of said Town of Middleborough, qualified to vote as expressed in said Warrant, to meet at the time and place for the purpose specified by causing an attested copy of the same to be published in the Middleborough Gazette on the 23rd day of October 2014, that date being more than seven days before the time specified for said Election.

Joseph M. Perkins, Police Chief

Jacqueline Shanley

From: Jane Kudcey
Sent: Wednesday, October 15, 2014 1:19 PM
To: Jacqueline Shanley
Subject: FW: next BOS meeting
Attachments: Program Income Amend 10-2014.pdf

Categories: Red Category

Hi Jackie,

I am attaching the Amendment Form for Allin to sign for the BOS meeting on Oct. 20. Please put me on the agenda for this one item:

The OECD is requesting that the Board approve an amendment to the FY2010 Grant to increase the grant amount by \$6,300 of Program Income funds for the Housing Rehab Program to be used for project, program delivery and administrative activities and to authorize the Chair to sign the Community Development Block Grant Program Budget and Program Revision Request Form.

Thanks

Jane

From: Jacqueline Shanley
Sent: Wednesday, October 01, 2014 2:36 PM
To: Jane Kudcey
Subject: RE: next BOS meeting

o.k. thanks

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

From: Jane Kudcey
Sent: Wednesday, October 01, 2014 2:24 PM
To: Jacqueline Shanley
Subject: RE: next BOS meeting

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Middleborough	Original Award: \$911,590.00
Program Name/Year:	Revision #: P-number (program revision) B-number (budget revision) E-number (extensions)
Grant #: CDF I-G-2010-Middleborough-00630	Date Revision Submitted: 10/15/2014
Contract End Date: 03/31/2015	

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
X	Budget Amendment to increase the grant award to \$1,012,520.00	
X	Budget Revision for: <ul style="list-style-type: none"> • Change in administrative dollars • Transfer of funds from construction to non-construction or vice versa • Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
	Program Extension (to increase period of availability of funds/period of performance) to	
	<ul style="list-style-type: none"> • This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for: <ul style="list-style-type: none"> • Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. • Changes in key personnel • For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award • Other, specify 	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that this revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	Date / / Print Name & Title:
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Program Rep. initial and date: _____ Program manager signature and date: _____

This request # _____ is _____ approved as requested
 _____ approved with the modifications shown on the _____ denied
 following pages numbered _____

 Authorized signature for Mass. CDBG

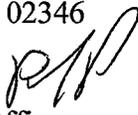
Sandra L. Hawes, Associate Director, DCS

 Print name, title, and date

***Town o Middleborough
Department of Veterans' Services
20 Centre Street, Third Floor
Middleborough, Massachusetts 02346-2252***

MEMORANDUM

To: Board of Selectmen
Middleborough, MA 02346

From: Paul J. Provencher 
Veterans' Services Officer

Subject: Permission for selected activities on and around Veterans' Day 2014

Date: October 8, 2014

The theme for Veterans' Day 201~~3~~⁴ will be to honor the senior NCOs of the military. Locally they are known as the top 3. A member of that organization and Middleborough veteran that has been very active with local veterans' activities and their interaction with the community was recently diagnosed with terminal cancer. He will be the Grand Marshall of the Veterans' Day events.

The Middleboro Veterans' Council requests your permission for the following 5 items:

1. A parade permit for the Middleboro Veterans' Council to hold their annual Veterans' Day Parade on Tuesday the 11th of November 2014. It will step off from the Middleboro Town Hall parking lot at 10:00pm sharp. Parade participants will be asked to begin forming up at 9:30pm so that Bob Lessard, our parade coordinator and his assistants, can put together the order of march. Upon the completion of the parade at or about 11:00pm we will be holding the Veterans' Day Services in the Middleborough Veterans' Memorial Park.

I would like to invite all the Selectmen and the town manager to participate in any or all of the Veterans' Day events. If any of you are interested in making a short speech at the ceremony please let me know as soon as possible so we can schedule it into the program.

The parade route for this year is as follows:

Leaving the Middleboro Town Hall parking lot by taking a right on to Union St.

Turning right on to Nickerson Ave.

Crossing South Main St. on to Webster St.

Left on to Clifford St.

Left on to Wareham St. up Centre St. to Everett Square

Left on to High St.

Left on to Pearl St.

Right on to Centre St.

Right on to South Main St.

Right on to the walkway into the Middleborough Veterans' Memorial Park

2. The Middleborough Veterans' Council would like to request the use of the Selectmen's room in the Middleborough Town Hall on Veterans' Day to have military memorabilia displayed before, during, and after our Veterans' Day activities. We would like to set up the room late in the day on Monday the 10th of November 2014 if at all possible. If the selectmen are meeting that night we could get it set up early Tuesday morning.

3 The Middleborough Veterans' Council would like to reserve the Middleborough Town Hall auditorium on Veterans' Day as a backup location for Veterans' Day events in case of rain. Paul Provencher will be the POC for the council to get the key, open, and secure the building.

4. The Middleborough Veterans' Council would like permission to place a sign on the Middleborough Town Hall lawn and at the intersection of routes 105 & 28 about 2 weeks prior to Veterans' Day. These signs would show the relevant information on the Veterans' Day events for this year.

5. Simeon L. Nickerson Post 64 of the American Legion would like to request a poppy permit so they can hold their annual poppy drive running from Wednesday November 5th 2014 through Tuesday November 11th 2014.

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

October 6, 2014

Mr. Joseph M. Silva, Superintendent
Water Division, Department of Public Works
48 Wareham Street
Middleborough, MA 02346

Subject: Water Treatment Plant – East Main Street Well Nos. 1 and 2

Dear Mr. Silva:

This letter is in response to your request regarding comment on the construction of the Water Treatment Plant for the East Main Street Well Nos. 1 and 2. As you are aware based on the Water Department's Capital Improvement Plan (CIP) construction of the Water Treatment Plant at this site is scheduled for 2015. We offer the following:

Background

The East Main Street Well Nos. 1 and 2 are two of the Town's eleven supply sources. They historically have provided approximately fifteen (15%) percent of the annual pumpage from the Town's supply sources. East Main Street Well No. 1 was constructed in 1959 and is a 24-in. by 48-in. gravel packed well 51-ft. in depth. East Main Street Well No. 2 was constructed in 1970 and is a 24-in. by 48-in. gravel packed well 47.25-ft. in depth. The wells each have a Water Management Act (WMA) permitted volume of 0.46 million gallons per day (mgd) or 320 gallons per minute (gpm).

Currently the wells are treated with potassium hydroxide for corrosion control (pH adjustment) and sodium hypochlorite for disinfection. Historically Well No. 1 was treated for iron and manganese removal using the Vyredox in-situ treatment method; Well No. 2 was also treated for iron and manganese removal using the Vyregard in-situ treatment method. Both treatment technologies used aerated water, high in dissolved oxygen, for creation of a treatment zone in the aquifer around the well for biological removal of precipitated iron and manganese in the ground. Both treatment methods have been discontinued due to equipment reaching the end of its useful life (the treatment systems were initially installed in the mid 1980's).

A measure of a well's capacity can be based on its specific capacity (i.e., well yield (gpm) / well drawdown (ft.)); Original specific capacity for Well No. 1 was 19.7 gpm/ft.; current specific capacity is 9.7 gpm/ft. Original specific capacity for Well No. 2 was 19.8 gpm/ft.; current specific capacity is 14.4 gpm/ft. Due to the poor aquifer water quality, well specific capacity declines rapidly and requires frequent well cleaning and redevelopment, Well No. 1 was last cleaned in 2012 and Well No. 2 in 2013. Cleaning and redevelopment did not return the wells to their original specific capacity.

Water quality from the wells has been acceptable for use as a municipal supply, however historically iron and manganese levels have exceeded recommended secondary maximum contaminant levels (RMCL's) – iron levels – Well No. 1 reportedly up to 1.6 mg/l and Well No. 2 up to 3.69 mg/l vs. a RMCL of 0.3 mg/l for iron and manganese levels – Well No. 1 up to 1.15 mg/l and Well No. 2 up to 0.79 mg/l vs. a RMCL of 0.05 mg/l for manganese. Recent iron and manganese levels have not been as high, but are still in excess of RMCLs at Well No. 2. Additional water quality information is presented in the various reports prepared on the pilot studies/treatment alternatives at this site.

In 2005 and 2006, the Town engaged Weston and Sampson to perform a pilot study on the treatability study of the wells.¹ The study piloted three adsorptive pressure filtration options (manganese greensand, Pureflow PM-100 and LaneOx) and a biological treatment process by Infilco Degremont. In general the adsorptive filtration processes used sodium hypochlorite and potassium permanganate for oxidation and sodium hydroxide for pH adjustment, followed by filtration through the filter media. Various runs were performed to confirm chemical dosages and loading rates. Results of the study indicated that oxidation with hypochlorite with and without potassium permanganate could effectively reduce iron and manganese levels to below RMCL's, the high chlorine required when used without permanganate affected disinfection by-product (total trihalomethanes (TTHMs) and haloacetic acids (HAA5s)) levels, but they remained below their respective maximum contaminant levels (MCL's). Two biological treatment processes were also piloted, a two-stage process utilizing a biological iron filter (Ferazur™), followed by a biological manganese filter (Mangazur™) and a single stage process using a Mangazur™ process for both iron and manganese removal. The biological filters used sand coated with a bio-film to react with the iron and manganese, and increased dissolved oxygen (DO) concentration to assist with the oxidation/precipitation. pH adjustment was used between stages in the two-stage process. The biological process can increase Heterotrophic Plate Counts (HPC); however the iron-oxidizing bacteria in the Ferazur filter is autotrophic (not heterotrophic); the manganese-oxidizing bacteria in the Mangazur filter is heterotrophic. Post treatment with chlorine was used for disinfection of filtered water.

At about the same time the Weston and Sampson study was on-going (2005-2006) the Town engaged Tighe & Bond to perform a similar study at the Tispaquin wells.² During that pilot work manganese greensand filtration and the biological process (Ferazur and Mangazur) were investigated for iron and manganese removal at the Tispaquin Wells. As a result of the Tispaquin well biological piloting work, MassDEP issued a "New Technology – New Product Review Approval" for the use of the Ferazur and Mangazur treatment process for the removal of iron and manganese as manufactured by Infilco Degremont.

In 2007 the Town engaged Tighe & Bond to perform a "Well Optimization"³ evaluation of the Town's well supply sites. The purpose of the study was to optimize the well sites to allow pumpage up to the respective WMA permitted withdrawal limits. For the East Main Street site the study recommended installation of two new "satellite" wells, well pump replacement, incorporation into the

¹ See "Treatability Study East Main Wells, September 2006" by Weston and Sampson, Inc.

² See "Tispaquin Wells-Water Treatment Pilot Study Report, February 2006" by Tighe & Bond.

³ See "Well Optimization Recommendations, November 2007" by Tighe & Bond

water treatment plant and pumping at a higher rate (for a shorter duration) but from four wells (two existing and two satellite wells). These recommendations were incorporated into the design of the treatment plant in 2008.

Based upon longer filter run times resulting in lower backwash requirements, lower operating and maintenance costs associated with less chemicals being used and lower backwash residuals, the Water Department opted to proceed with the design of full scale water treatment plants at both the East Main Street and Tispaquin well supplies using the biological treatment process. In December 2008, Contract documents (plans and specifications)¹ were submitted to MassDEP for two water treatment plants (one at East Main Street and one at the Tispaquin site) and the installation of satellite wells at both sites. The contract documents for the construction of water treatment facilities at East Main Street and Tispaquin Wells were approved by MassDEP in 2009. The plants were designed on the basis of a biological treatment process (Ferazur and Mangazur Filter media) for iron and manganese removal.

The Water Treatment Plant at East Main Street included a 66-ft. 8-in. by 52-ft. 8-in. masonry brick and block building with a wood framed roof, and included a biological treatment process (two Ferazur and one Mangazur Treatment Units), upgraded pumping systems, new standby power, chemical feed equipment (sodium hypochlorite), SCADA and electrical equipment. The building included eight rooms - process room (treatment equipment and high lift pumps/clearwell); control room, electrical room, chlorine storage room, lab, utility room, storage room and bathroom facility. Design parameters for the Water Treatment Plant included a total yield of 0.92 mgd, a treatment process flow rate of 960 gpm through two Ferazur (iron removal) filters with a loading rate of 6.1 gpm/sf and one Mangazur (manganese removal) filter with a loading rate of 12.2 gpm/sf. Backwash waste was stored/settled in on-site buried concrete vaults. Chemical feed equipment for pH adjustment (potassium hydroxide) and disinfection (sodium hypochlorite) and two satellite wells were also included with the design.

In 2009 the Town applied for a Drinking Water State Revolving Fund (DWSRF) Loan for funding the construction of the East Main Street Water Treatment Plant (along with the Tispaquin WTP, a replacement tank for the Fire Tower elevated water storage tank, and various water mains). The Town was successful with the DWSRF Grant Application and partial funding was offered by MassDEP/EPA to the Town. However, due to diminished water sales revenues and other on-going capital projects the Town opted to not pursue the DWSRF process by letter of July 27, 2010.

In 2011 a Capital Improvement Plan (CIP) was prepared by Amory Engineers for the next 20 years and approved by the Selectmen. Due to the number of large magnitude construction cost projects and budgetary constraints, the Water Division proposed constructing the plants independently, East Main Street WTP in 2015 and Tispaquin WTP in 2017.

The April 2014 Annual Town Meeting passed construction funding of \$4,250,000 for a Water Treatment Plant at East Main Street. Funding amount was based on a pre-engineered metal building (rather than brick and block with wood roof); four rooms, iron and manganese removal (using either

¹ See "Project Manual for Middleborough Water Treatment Plant Upgrades – Tispaquin & East Main St. September 2008" and "MassDEP Design Review Submittal, December 2008" both by Tighe & Bond.

biological treatment or pressure filtration (using GreensandPlus)), chemical feed systems (pH adjustment and chlorination for oxidation and disinfection), two additional satellite wells, upgraded pumping equipment, SCADA equipment and standby-power.

Due to concerns over the relatively new treatment process (biological using the Infilco Degremont Ferazur and Mangazur process) another pilot study was undertaken by Blueleaf, Inc.¹ in March through May of 2014. The 2014 pilot study was conducted based on the original design parameters included with the 2008 Water Treatment Plant design. The results of the study confirmed that when operating at design loading rates and associated dissolved oxygen concentrations and pH levels, finished water quality was below secondary RMCLs for iron and manganese. Various operational parameters were also evaluated during trials to determine the ability of the process to meet “what-if” this happens treatment irregularities. The biological treatment system was successful in meeting treatment objectives.

In August of 2014 the Town applied again for a DWSRF Loan for funding the construction of the East Main Street Water Treatment Plant as a single project. At this time the Town’s application is under review by MassDEP.

As noted above the Water Department has expressed concerns on the relative “newness” of the biological process versus the standard greensand treatment process. A review of current biological treatment plants² manufactured by Infilco Degremont indicates most of their plants are in Canada and France, with about thirteen currently in operation in the United States (Vermont, New Jersey, Minnesota, Michigan, and Arizona) and one in Connecticut under design. A telephone review of treatment facility operations was conducted with a number of operators from the plants in the United States. In general comments were favorable, with no negative comments on the operation or application of biological treatment for iron and manganese removal.

At this time the Town has two options: 1) keep current design – biological treatment process, bid and construct or 2) modify design to change to a GreensandPlus pressure filtration process, bid and construct. Both treatment methods will effectively remove iron and manganese below secondary RMCL’s. The capital cost of either process is approximately the same \$4,250,000 (including contingency). The operational and maintenance cost of the biological process will be slightly less than the O&M cost of greensand filtration.

The decision between biological or greensand pressure filtration at East Main Street Wells comes to level of Water Department/water treatment plant operator level of comfort with the treatment process. In Massachusetts there are currently no water treatment plants for the removal of iron and manganese using biological filtration. However, there are many plants using greensand/greensandPlus in the immediate vicinity of Middleborough (i.e., Bridgewater, East Bridgewater, Raynham, Duxbury, Kingston, Avon, Halifax). The potential impact of changing design at this point primarily involves the additional engineering cost for redesigning the building and treatment process (estimated at approximately \$100,000); value engineering changes in building materials (pre-engineered metal building rather than brick and block with wood roof) and other minor modifications in building

¹ Paid for by others.

² See attached listing from Infilco Degremont, Inc.

Mr. Joseph Silva
October 6, 2014
Page 5

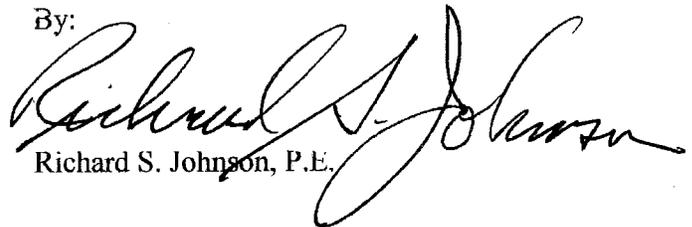
amenities would offset this cost. No significant impact is expected on construction schedule, the project would not be bid until conforming to DWSRF process (if funded in this manner).

In conclusion we recommend changing treatment process to pressure filtration using greensandPlus and redesigning the water treatment plant building to accommodate the equipment. Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:

A handwritten signature in black ink, appearing to read "Richard S. Johnson". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

Richard S. Johnson, P.E.

rsj:RSJ

cc: Charles Cristello
Christopher Peck

Weston Forest Committee

Middleboro, MA. 02346

October 15, 2014

Board of Selectmen

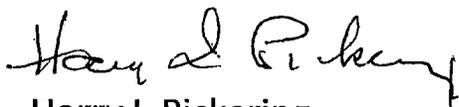
Middleboro, MA 02346

Dear Sirs,

The following people have expressed interest in being on the Weston Forest Committee.

	<u>TERM</u>		<u>TERM</u>
Derek Adamiec	Two Year	Anita Cole	Two Year
Matthew Anderson	One Year	Chuck Mangio	Three Year
Rick Casieri	Three Year	Rick McNair	One Year
Fran Cass	Two Year	Tim Reed	Three Year
Harry Pickering	Three Year	Alternate – Nancy Kitchen	One Year

In the past it has been necessary to approve and put forth their appointment.


Harry I. Pickering

Jacqueline Shanley

From: decas.murray.decas@verizon.net
Sent: Thursday, October 16, 2014 10:36 AM
To: Jacqueline Shanley
Cc: Charles Cristello
Subject: Open Mtg - complaint
Attachments: RESPONSE TO OPEN MEETING COMPLAINT.docx

October 16, 2014

Jackie Shanley, Secretary to Board of Selectmen (*via email*)

RE: Open Meeting Complaint (Robert Lessard)

Dear Jackie:

I enclose a draft proposed response in the referenced matter. The Board should consider the complaint on 10/20, and if it approves the response, authorize the Chairman to sign and send the response to the Attorney General.

The response with a copy of the complaint attached should be mailed with a cover letter to the Attorney General on Tuesday, 10/21/14 at:

Attorney General
Division of Open Government
1 Ashburton Place – 20th floor
Boston, MA 02108

You should mail a copy of the response/cover letter to the complainant.

You may decide to put the response on Board letterhead.

Very truly yours,

Daniel F. Murray
Town Counsel
DFM/s
88-215
cc: Charles J. Cristello, Town Manager (*via email*)



Town of Middleborough

Massachusetts

Board of Selectmen

RESPONSE TO OPEN MEETING COMPLAINT

The Town of Middleborough Board of Selectmen hereby responds to the Open Meeting complaint filed by Robert A. Lessard dated October 2, 2014 (copy attached).

The complaint in substance is that there was a meeting of the Weston Forest Committee on September 30, 2014 which meeting was not "posted". The purpose of the meeting was to discuss the proposed use of Weston Forest funds to purchase other property known as the Oliver property.

Two members of the Middleborough Board of Selectmen attended the Weston Forest Committee meeting. The Middleborough Board of Selectmen consists of a five (5) person elected board.

The Middleborough Board of Selectmen's position is that it and its members did not violate the Open Meeting Law in connection with the Weston Forest Committee meeting of September 30, 2014. First, the meeting was a meeting of the Weston Forest Committee, not a meeting of the Board of Selectmen. Second, the meeting was attended by less than a quorum of the Board of Selectmen, to wit, two of the five members of the board.

Also, the complaint has no allegation or assertion that the Board members who attended the meeting deliberated among or between themselves at the meeting. The Board submits that it was not a violation of the Open Meeting Law for when less than a quorum of the Board attended a meeting held by another local committee which meeting was not posted. The Board believes the complaint has no merit as it relates to the Board of Selectmen and its members.

Respectfully submitted,
Town of Middleborough Board of Selectmen
By:

Allin Frawley, Chairman

DATE: October 20, 2014



OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

Your Contact Information:

First Name: ROBERT Last Name: LESSARD

Address: _____

City: MIDDLEBORO State: MA Zip Code: 02346

Phone Number: 5 _____ ext. _____

Email: _____

Organization or Media Affiliation (if any): _____

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?
(For statistical purposes only)

- Individual
- Organization
- Media

Public Body that is the subject of this complaint:

- City/Town
- County
- Regional/District
- State

Name of Public Body (including city/town, county or region, if applicable): MIDDLEBORO BOARD OF SELECTMEN
WESTON FOREST COMMITTEE

Specific person(s), if any, you allege committed the violation: HARRY PICKERING WESTON COMMITTEE MEMBER

Date of alleged violation: 9-30-2014

RECEIVED

OCT 12 2014

TOWN CLERK'S OFFICE
MIDDLEBOROUGH, MA 02346

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

THIS MEETING BY WESTON FOREST COMMITTEE HELD 9/30/2014 WAS HELD AT CENTRAL FIRE HOUSE MIDDLEBURY WITHOUT BEING POSTED. AN E-MAIL WAS SENT TO SEVERAL PEOPLE ON TUESDAY, SEPTEMBER 30, 2014 AT 12:23 PM WITH COMMENT "SORRY FOR LATE NOTICE." — "POSSIBLE INFO FROM SELECTMEN." CAPT CARL REED OF THE FIRE DEPT WITNESSED THIS MEETING, ~~SECRETED~~, WHICH HAD NOT BEEN POSTED, ACCORDING TO TOWN CLERK ALLISON FERREIRA. SELECTMEN ATTENDING THIS MEETING WERE CHAIRMAN ALLIN FRAWLEY AND VICE CHAIRMAN LEICANI DALPE. ACCORDING TO CAPT REED THE MEETING REVOLVED AROUND THE WESTON COMMITTEE AND \$40,000 TO HELP BUY THE OLIVER HOUSE PROPERTY. HE SAID, AT ONE POINT, COMMITTEEMAN HARRY PICKERING ATTEMPTED TO STOP HIM FROM ASKING QUESTIONS. THE MEETING WAS HELD IN THE FIRE HOUSE WITHOUT PERMISSION, ACCORDING TO DIANE HENAUULT, DEPARTMENT SECRETARY SEE ATTACHED E-MAIL

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

THIS MEETING WAS IN DIRECT VIOLATION OF THE OPEN MEETING LAW ANY MATTER DISCUSSED OR AGREED UPON — SHOULD BE RENDERED VOID AND BOTH THE SELECTMEN AND WESTON FOREST MEMBERS SHOULD BE TAKEN TO TASK

Review, sign, and submit your complaint

I. Disclosure of Your Complaint.

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, will be considered a public record and available to any member of the public upon request. In response to such a request, the AGO generally will not disclose your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: Robert A. Lessard

Date: 10-2-2014

For Use By Public Body

For Use By AGO

Date Received by Public Body:

Date Received by AGO:

From: ajoeretired@aol.com [mailto:ajoeretired@aol.com]
Sent: Tuesday, September 30, 2014 12:23 PM
To: OJDIDIT1994@gmail.com; Rickcasieri@yahoo.com; Razorback446@yahoo.com; Nancy Kitchen;
fcass@middleborough.com
Subject: Weston Forest Committee tonight

Sorry for the late notice.

Weston Forest Committee Meeting
@ Fire Dept. meeting room
7:00 PM

Possible info. from Selectmen.

Local Content Policy

To: nancy@ktsi.us
From: ajoeretired@aol.com

Message Score: 1
My Spam Blocking Level: High

High (60):
Medium (75):
Low (90):

[Block this sender](#) / [Block this sender enterprise-wide](#)
[Block aol.com](#) / [Block aol.com enterprise-wide](#)

This message was delivered because the content filter score did not exceed your filter level.



Board of Assessors

5 Palmer Road
Plympton, MA 02367
781.585.3227
Fax: 781.582.1505
<http://town.plympton.ma.us/>

October 8, 2014

Board of Selectmen
Town of Middleborough
Town Hall, Nickerson Ave.
Middleboro, MA 02346

Re: Assessors Parcel **23-3-19**
0 Prospect Road, Plympton, MA

Dear Board Members:

In accordance with Chap. 59, Sec. 5F regarding In Lieu of Tax Payments for Municipally Owned Lands and Housing Authority Property, the Town of Plympton hereby notifies the Town of Middleborough of the FY 2015 amount of payment due in lieu of tax payment for the above-described parcel.

(Valuation of) \$54,900 @ \$16.95/1000 (FY '2015 Tax Rate) = \$930.56.

Payment of **\$930.56** to the Town of Plympton will be due by **November 8, 2014** and should be forwarded to the attention of:

Colleen Morin
Tax Collector
5 Palmer Rd.
Plympton, MA 02367

If you should have any questions please call us Mon.-Thurs., 9-2 p.m.
DATE 10/20/14 WARRANT _____

Board of Assessors

CC: Colleen Morin
Collector of Taxes

INVOICE _____
ACCT. NO. 01.950.1357.8400
ACCT. NAME R.F. Tax
VENDOR _____ VOUCHER _____
AMOUNT \$930.56
APPROVED BY _____

Billing Inquiries
508-979-4321

SouthCoast Media Group

The Standard-Times • SouthCoastToday.com • The Advocate • Fall River Spirit • Middleboro Gazette • The Chronicle • The Spectator
Gazette Extra • New England Business Bulletin • SouthCoast Printing

P.O. Box 5912, New Bedford, MA 02742
Dunn & Bradstreet #019516392

2	BILLED ACCOUNT
MIDDLEBORD SELECTMEN 10 NICKERSON AVE MIDDLEBORD MA 02346	

3	INVOICE NO.	4	BILLING DATE	5	ADVERTISER #
483663		9/28/14		300074	
6	TERMS OF PAYMENT	7	AMOUNT DUE	8	AMOUNT PAID
			1,587.68		

9 For your convenience we accept: Visa MasterCard AmEx Discover

Credit Card # _____ Exp. Date _____

Authorized Signature _____

FILL IN THE AMOUNT PAID, DETACH AND RETURN WITH YOUR REMITTANCE TO:
The Standard-Times, PO Box 223546, Pittsburgh, PA 15251-2546

10	11	12/13/14	15	17	U	18	19
DATE	REFERENCE NO.	AD DESCRIPTION/PUB. CODES	AD SIZE	BILLED UNITS	M	RATE	AMOUNT
		BALANCE FORWARD:					479.20
9/04	427085	182 PLYMPTON ST	1X 3.25	3.25	I	24.1500	78.49
9/04	427089	EVLC-KUPCHUN	1X 5.25	5.25	I	22.0000	✓ 115.50
9/04	427091	EVLC-BROKER	1X 5.25	5.25	I	22.0000	✓ 115.50
9/11	428107	QUALITY AUTO	1X 3.25	3.25	I	24.1500	78.49
9/18	428799	STM WARRANT	2X 18.00	36.00	I	22.0000	✓ 792.00
9/03		7/24 TITLE V REGULAT					71.50
DATE <u>10-20-14</u> WARRANT _____ INVOICE _____ ACCT. NO. <u>01-950-0353-0000</u> ACCT. NAME <u>Advertising</u> VENDOR _____ VOUCHER _____ AMOUNT <u>\$1,023.-</u> APPROVED BY _____							

24	AGING					25
OVER 120	OVER 90	OVER 60	OVER 30	CURRENT	TOTAL AMOUNT DUE	
.00	.00	96.60	311.10	1,179.98	1,587.68	

A finance charge of 1-1/2% (18% per Annum) will be added to any account with a past due balance.
All payments must be received and credited before the last Sunday of the month to avoid charges.
All payments received by the last Sunday of the month, will be credited to your next statement.

MAKE CHECKS PAYABLE TO: SOUTHCOAST MEDIA GROUP

\$1,023.-

FINAL

THE TOWN OF MIDDLEBOROUGH

AND

THE MIDDLEBOROUGH PUBLIC EMPLOYEE COMMITTEE

AMENDED (OCTOBER, 2014) MEMORANDUM OF AGREEMENT [801 CMR

52.04(4)] TO PROVIDE HEALTH

INSURANCE THROUGH THE GROUP INSURANCE COMMISSION JULY 1, 2014.

WHEREAS, the Board of Selectmen ("Board") of the Town of Middleborough ("Town") voted to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, the Town provided its Insurance Advisory Committee with notice of its intention to change group health insurance under the process authorized by M.G.L. c. 32B, §§ 21-23; and

WHEREAS, the Town thereafter requested the formation of a Public Employee Committee ("PEC") pursuant to 801 CMR 52.02; and

WHEREAS, a PEC was formed and the Town, delivered its 801 CMR 52.03 Implementation Notice to the PEC representatives. It is attached and incorporated into this Agreement; and

WHEREAS, the negotiations period with the PEC commenced on September 17, 2013 and is set to expire on October 17, 2013; and

WHEREAS, both the Town and the PEC have engaged in negotiations in good faith and

desire to enter into a mutually acceptable agreement relative to this subject matter;

WHEREAS, the parties have engaged in further negotiations in 2014 to amend their October, 2013 Agreement because the actual savings for the Mitigation Fund were higher than the estimated savings;

NOW THEREFORE, pursuant to 801 CMR 52.04(4), the Town and the PEC agree as follows with respect to changes to the Town's group health insurance plan.

1. Purpose of Agreement: The purpose of Agreement is to implement changes in health insurance benefits by transferring subscribers to the GIC pursuant to M.G.L. c. 32B, § 23. Accordingly, the PEC agrees that the Town may transfer subscribers to the GIC pursuant to M.G.L. c. 32B, § 23. The Town will take all necessary and reasonable actions to effectuate the transfer of subscribers to the GIC effective July 1, 2014 and to maintain coverage thereafter for at least the three year period expiring June 30, 2017.
2. Implementation. As set forth in 801 CMR 52.07(1), effective July 1, 2014, the Town shall implement the transfer to the GIC as follows:
 - a. Active employees and non-Medicare eligible retirees (“subscribers to the active employee plans”) will be eligible to subscribe to the active employee plans offered by the GIC. The premium splits between the Town and the employee/retiree will be those that are currently in place for the active employee plans (HMO and PPO/INDEMNITY) offered by the Town.
 - b. Medicare eligible retirees (“Medicare eligible subscribers”) will be eligible to subscribe to the Medicare-eligible plans offered by the GIC. The premium splits between the Town and the employee will be those that are currently in place for the Medicare eligible plans offered by the Town.
3. Mitigation. The Town and the PEC agree that the Town will appropriate an additional \$154,134 in FY 2015 to the existing New Mitigation Fund of \$230,299, to reflect the actual savings (\$384,433) available for the Fund based on a comparison of the FY 14 cost of the Town plans with the FY 14 cost of the GIC plans based on which GIC plans subscribers selected. The parties agree that there are no savings from the Medicare plans and therefore there will be no savings from the New Mitigation Fund shared with the Medicare subscribers.

Any amounts remaining in the Mitigation Fund established under the 2012 PEC Agreement will be transferred, effective July 1, 2014, into the New Mitigation Fund.

Funds from the New Mitigation Fund shall be distributed under a program established by the Town Treasurer/Collectors office in accordance with Appendix A, attached and incorporated into this Agreement. Funds will be disbursed on a quarterly basis. Reimbursement requests shall be submitted within 15 days of the end of the quarter, which shall be January 1, April 1, July 1, and October 1. However, any reimbursement request of \$300 or above shall be processed upon receipt. Reimbursement requests shall be submitted on a form developed by the Treasurer/Collector's office and shall be accompanied by an original receipt, which will be edited by the employee to prevent the disclosure of any personal information. All obligations on behalf of the Town related to the mitigation funds shall expire after the amount of savings referenced above has been expended. The final quarterly reimbursement distribution will be pro-rated according to the total amount of funds remaining and the total amount of funds submitted for reimbursement.

In addition to the distributions under Appendix A, funds from the New Mitigation Fund will be disbursed to reimburse a portion of the full year deductible subscribers are required to pay for the active employee plans between July 1-December 31, 2014. An insured employee who has paid at least \$125 of the \$250 deductible will be reimbursed for any amount paid between \$125 and \$250, i.e., a maximum reimbursement of \$125. For employees whose insurance covers families of three or more, the reimbursement will be for any amount paid between \$375 and \$750, i.e., a maximum reimbursement of \$375. To be eligible for these reimbursements, documentation must be provided no later than March 1, 2015 following the process set forth in the preceding paragraph for other types of reimbursements.

By agreement of the parties, Appendix A can be changed to reflect changes in the GIC plans. If there is any balance in the New Mitigation Fund as of June 30, 2017, the parties will meet to discuss how it should be distributed.

In consideration of the 2012 PEC Agreement, a Medicare Mitigation fund of \$36,100 will be established effective July 1, 2014 and will be distributed to Medicare eligible subscribers in accordance with Appendix B or as otherwise determined by agreement between the Town and the Middleborough Retirees Association.

4. Notice to Subscribers. Eligible subscribers to the active employee plans shall be notified of the implementation of the new plan pursuant to 801 CMR 52.04(5) on or before April 1, 2014. The open enrollment period for the new plans shall be from April 9-May 7, 2014.
5. Compliance with c.32B. The parties acknowledge that with the completion of this Agreement, all the requirements of §§ 21-23 of G.L. c. 32B have been met with respect to plan design changes.

6. Binding Effect. Pursuant to 801 CMR 52.04(6), this Agreement is binding on all subscribers and their representatives.
7. Entire Agreement. This Agreement constitutes the entire agreement reached by the parties pertaining to this matter. No other agreement, oral or otherwise, will be considered to exist or to bind any of the parties. No representative of any party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified, except by a written instrument signed by all parties. The parties acknowledge that they have thoroughly read this Agreement, that they understand it, and that they are entering into it of their own free will.
8. Severability Clause. If any provision or portion of this Agreement is found to be unenforceable or unlawful, the remaining provisions or portions shall remain binding.
- 9.. Authorization to Sign Agreement. Each signatory to this Agreement is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives. The Town's agreement hereto is subject to ratification by the Middleborough Board of Selectmen. Pending such ratification this agreement shall remain off-the-record.
10. Nothing in this agreement shall prevent the Town, following the date that this Agreement is signed, from instituting the processes authorized by M.G.L. c. 32B, §§ 21-23 for a plan year after Fiscal Year 2017 or from making changes to health insurance plans, including premium contribution percentages between the Town and subscribers, subject to the Town meeting any bargaining obligation under M.G.L. c. 150E.

Stephen J. McKinnon

Allin Frawley

Diane Stewart

Leilani Dalpe

John M. Knowlton

**FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN
TOWN OF MIDDLEBOROUGH
AND
LANCE M. BENJAMINO**

THIS AGREEMENT is made pursuant to Chapter 41, Section 108O of the Massachusetts General Laws and is entered into by and between the Town of Middleborough ("Town"), acting by and through its Board of Selectmen ("Board"), and Lance M. Benjamino ("Fire Chief"):

WHEREAS, the Board, under Chapter 41, Section 108O of the General Laws, desires to contract with Lance M. Benjamino to be the Middleborough Fire Chief and he agrees to accept employment as the Fire Chief of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - Functions and Duties of the Fire Chief

The control of the Middleborough Fire Department shall remain at all times with the Fire Chief and the Fire Chief shall have all the powers given to a Chief under the provisions of Massachusetts General Laws, Chapter 48, Section 42, as from time to time amended. Duties shall include, but not be limited to the following:

1. The Fire Chief shall be responsible for and supervise the daily operations of the Fire Department.
2. The Fire Chief shall have appointment and supervisory authority over all Fire Department personnel.
3. The Fire Chief shall be responsible for the preparation, submission and presentation of the Fire Department's annual budgets.
4. The Fire Chief shall provide regular or special reports to the Board of Selectmen and/or Town Manager either orally or in writing to ensure proper communication between the Department, Board of Selectmen/Town Manager and the general public.
5. The Fire Chief shall be responsible for all departmental expenditures, disbursements and funds collected in accordance with the laws of the Commonwealth of Massachusetts and the by-laws and regulations of the Town.
6. The Fire Chief shall be responsible for maintaining good order in the Department, including the discipline of Department employees under the Fire Chief's jurisdiction. In doing so, the Fire Chief shall notify and consult with the Town Manager and the Board of Selectmen concerning any contemplated suspension or dismissal to insure that the action

is consistent with the Town's obligations under any pertinent collective bargaining agreement and laws.

7. The Fire Chief shall be responsible for the assignment of shifts and duties of all departmental personnel.
8. The Fire Chief shall be responsible for insuring that department personnel are properly trained, and receive continuous training as necessary for sworn or civilian employees to carry out their duties respectively.
9. The Fire Chief shall be responsible for all equipment, including vehicles belonging to the Fire Department.
10. The Fire Chief shall establish clothing uniform standards and requirements for the Fire Department.
11. The Fire Chief shall be available for hearings before any board, committee or commission at which the Fire Department is required to appear, and shall attend Town Meetings when requested.
12. In consultation with the Town Manager and in recognition of the shared responsibility and authority, the Fire Chief shall administer and enforce any collective bargaining agreement, contract, personnel policies or by-laws applicable to any Fire Department personnel, including bringing to the attention of the Town Manager any issues arising thereunder. The Fire Chief recognizes that the Town Manager serves as the Town's chief union negotiator and makes the final decision on grievances in consultation with the Board of Selectmen. To the extent requested and authorized by the Town Manager, the Fire Chief will assist in collective bargaining matters, including negotiations.
13. The Fire Chief, in addition to the above noted duties, shall be responsible for the effective and efficient fulfillment of the duties and responsibilities in the Middleborough Fire Chief Job Description, herein attached and made a part of this Agreement.

SECTION 2 - Term of Contract

This Agreement shall be for a term beginning March 1, 2015 and ending February 28, 2018.

There will be an automatic extension of the agreement for a single, one year term--- March 1, 2018 through February 28, 2019---under the following conditions:

- A. Between November 1 and December 31, 2016, the Fire Chief notifies the Town in writing that the February 28, 2017 automatic year extension date for the agreement is approaching.
- B. The Board fails to notify Fire Chief in writing by February 28, 2017 of its intention not to automatically extend the agreement at the end of its term ("notice of no automatic extension"). The Board's notice may include a statement of the Board's willingness to

attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

SECTION 3 – Discipline, Suspension, Dismissal and Resignation

- A. The Fire Chief can be disciplined by the Board and/or Town Manager. Any suspension or dismissal shall be done in accordance with the provisions of M.G.L. c. 48, § 42, i.e., for cause after a hearing.
- B. In the event that the Fire Chief intends to resign his position as Fire Chief during the term of this Agreement, the Fire Chief shall give the Town three (3) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. The Fire Chief will cooperate fully to insure a smooth transition.
- C. The Fire Chief may appeal any suspension or removal by the Appointing Authority by written notice to the Board. The dispute will be resolved in arbitration, with the arbitrator selected under the rules of the American Arbitration Association or otherwise mutually selected by the parties. The decision of the arbitrator shall be final and binding upon the parties, subject to either party's right to a review under M.G.L. c. 150C. All costs of such arbitration shall be equally borne between the Fire Chief and the Town. Each party shall be responsible for their own attorney's fees.

SECTION 4 – Performance Evaluation

- A. Annually, the Board of Selectmen, through the Town Manager, and the Fire Chief shall define such goals, objectives and performance appraisal measures as they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives.
- B. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Fire Chief annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.

SECTION 5 - Salary

- A. The Town agrees to pay the Fire Chief for services rendered under this Agreement an annual base salary of \$129,000 (One Hundred Twenty Nine Thousand) effective March 1, 2015, payable in the same installments as other employees of the Town are paid. Any increase in salary for the second and/or third years of the agreement shall be at the discretion of the Board of Selectmen, with consideration given to the annual performance evaluation and the state of the Town's finances. The Fire Chief's annual salary includes any holiday pay which might be due him under M.G.L. c.48, §57E as well as any education incentive pay.

SECTION 6 - Hours of Work

The Fire Chief agrees to devote the amount of time and energy that is necessary for him to faithfully perform the duties of the Fire Chief position under this Contract, including being at work during regular Department business hours Monday through Friday. To perform his duties and obligations effectively, the Fire Chief may be required, outside of regular business hours, to respond to emergencies, attend meetings, make field inspections and participate in community activities. It is expected that the Fire Chief will spend such time as is necessary or reasonably required to assure the effective and efficient operation of the Fire Department. The Fire Chief will devote full time and attention to the business of the Town and will not engage in any other business, except his current position with the Department of Fire Services or with the approval of the Board of Selectmen.

SECTION 7 - Health Insurance, Vacation, Holidays, Sick Leave, Other Leaves

- A. The Fire Chief shall be eligible to enroll in the Town's HMO health insurance program with the Town contributing 75% and the Fire Chief contributing 25% towards the premium or the Town's PPO plan, with the Town contributing 60% and the Chief contributing 40% toward the premium. Any other health costs, including co-payments and deductibles, will be paid for by the Fire Chief. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c.32B.
- B. The Fire Chief will be entitled to twenty five (25) days paid vacation in each year of the Contract. He shall have the right to carry over up to five (5) days of vacation to be used in the next year with the advance approval of the Town Manager. Said approval must be requested far enough in advance for vacation to be taken if the request is not approved.
- C. The Fire Chief will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year but unused days will not be bought back.
- D. The Fire Chief shall receive the following days off with pay as Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a Holiday falls on a day that the Fire Chief is using paid vacation or is required to work a full Holiday due to an emergency, he will be allowed to take another day off with pay.

All Holidays falling on a Sunday will be observed on the following Monday. All Holidays falling on a Saturday will be observed on the previous Friday.

The Fire Chief's annual salary includes any additional holiday compensation which might be due him under M.G.L. c.48, §57E.

- E. Upon the death of the Fire Chief's spouse, children, mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Fire Chief will be granted leave of three (3) working days without loss of pay.
- F. The Fire Chief shall receive three (3) days personal leave each contract year.
- G. In the event that the Fire Chief serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.
- H. The Chief will advise the Town Manager whenever he intends to take leave of any type for more than three (3) consecutive days.

SECTION 8 – Injured on Duty/Fitness for Duty

The Fire Chief shall be entitled to injured on duty benefits as provided in Massachusetts General Laws, Chapter 41, Section 111F. At the Town's request, the Fire Chief will attend and cooperate fully with an evaluation by a Town physician to determine his eligibility for benefits under 41-111F or to otherwise determine his fitness for duty.

SECTION 9 - Professional Development, Dues and Subscriptions

The Town recognizes its obligation for the professional development of the Fire Chief and agrees that the Fire Chief shall be given opportunities to develop or refresh skills and abilities as a fire enforcement administrator. As such, the Fire Chief shall be reasonably allowed to attend such conferences and seminars with pay and without loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses incurred while attending or traveling to aforementioned meetings. Prior to attending, the Fire Chief will notify the Town Manager. Additionally, the Town agrees to pay for reasonable professional dues and subscriptions related to professional growth, development, education and training of the Fire Chief. The Town Manager and/or Board of Selectmen, after consultation with the Chief, will make the final determination of what will be allowed expended under this section. The Town agrees that the Fire Chief shall be allowed to attend all necessary recertification courses, classes and paramedic rounds to maintain licenses and certifications held at the time of this agreement (EMTP, AHA CPR, AHA CPR-Instructor, ACLS, PALS, Hoisting).

SECTION 10- Automobile

The Town shall provide a department vehicle for use by the Fire Chief, and all attendant operating and maintenance expenses and insurance shall be paid by the Town. The Fire Chief is generally on call and may take the vehicle back and forth to his residence to assist him in responding when appropriate. The vehicle may be used by the Fire Chief for personal use since the Fire Chief is on call in the event of an emergency.

The Fire Chief shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11- Clothing Allowance

The Fire Chief shall receive an annual clothing/cleaning allowance of \$1,000. In addition, the Town shall provide an initial fire officer uniform and equipment as issued to all other sworn department personnel.

SECTION 12 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Fire Chief from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed \$1,000,000 (one million dollars) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Fire Chief, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Fire Chief for such acts or omissions that occurred during his tenure as Fire Chief.

The Town will provide the Fire Chief liability insurance coverage under its public officers' liability insurance policy.

SECTION 13 - Residency

The Fire Chief shall maintain permanent resident in either Hanson or Middleborough.

SECTION 14 - Other Terms and Conditions of Employment

This Agreement shall not be interpreted to provide more retirement and health insurance benefits beyond those to which the Fire Chief is entitled to under the Massachusetts General Laws.

SECTION 15 - Notices

Notices pursuant to this Agreement shall be hand delivered or by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO TOWN: Chairman of Board of Selectmen
Town Hall, 10 Nickerson Avenue
Middleborough, MA 02346

B. TO FIRE CHIEF: Lance M. Benjamino
825 Indian Head Street
Hanson, MA 02341

Notice shall be deemed as given as of the date of hand delivery or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Any change of address shall be given in writing and delivered in the same manner as other notices.

SECTION 16- Additional Provisions

- A. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.
- B. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement shall be determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.
- C. All compensation and benefits provided under this Agreement are subject to appropriation by the Town Meeting. In the event that the Town Meeting does not vote to fund the monetary provisions, the parties shall attempt to renegotiate this Agreement or relevant portions thereof.
- D. For the purposes of the Fair Labor Standards Act, the Fire Chief shall be an "exempt employee".

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this _____ day of _____, 2014.

TOWN OF MIDDLEBOROUGH,
Acting by and through
Its Board of Selectmen


LANCE M. BENJAMIN

10/16/14
Date: _____

Date:

South Shore Race Management, LLC

September 25, 2014

TO: Board of Selectmen
Town of Middleboro

RE: Nathan Hale Foundation 5K – November 9, 2014

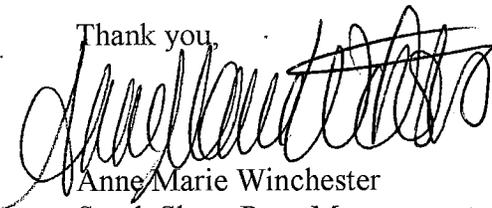
We are requesting the use of public roads for the 3rd Annual Nathan Hale Foundation 5K to be held on Sunday, November 9th, 2014 beginning at 9:00 am. Attached please find the proposed course map which has been sent to Lt Peter Andrade at the Middleboro Police Department for review.

Additionally we would like to request the use of the Town Hall parking lot for our parking and registration area. No indoor facilities will be needed for the event. The lot would be used for runner parking, registration tables and 2 porta potties. The time requested is 7:00 am – 11:00 am.

Attached please find the course map. Volunteers will be located throughout the course to direct runners. Police detail and EMT's will be on site as recommended by those departments.

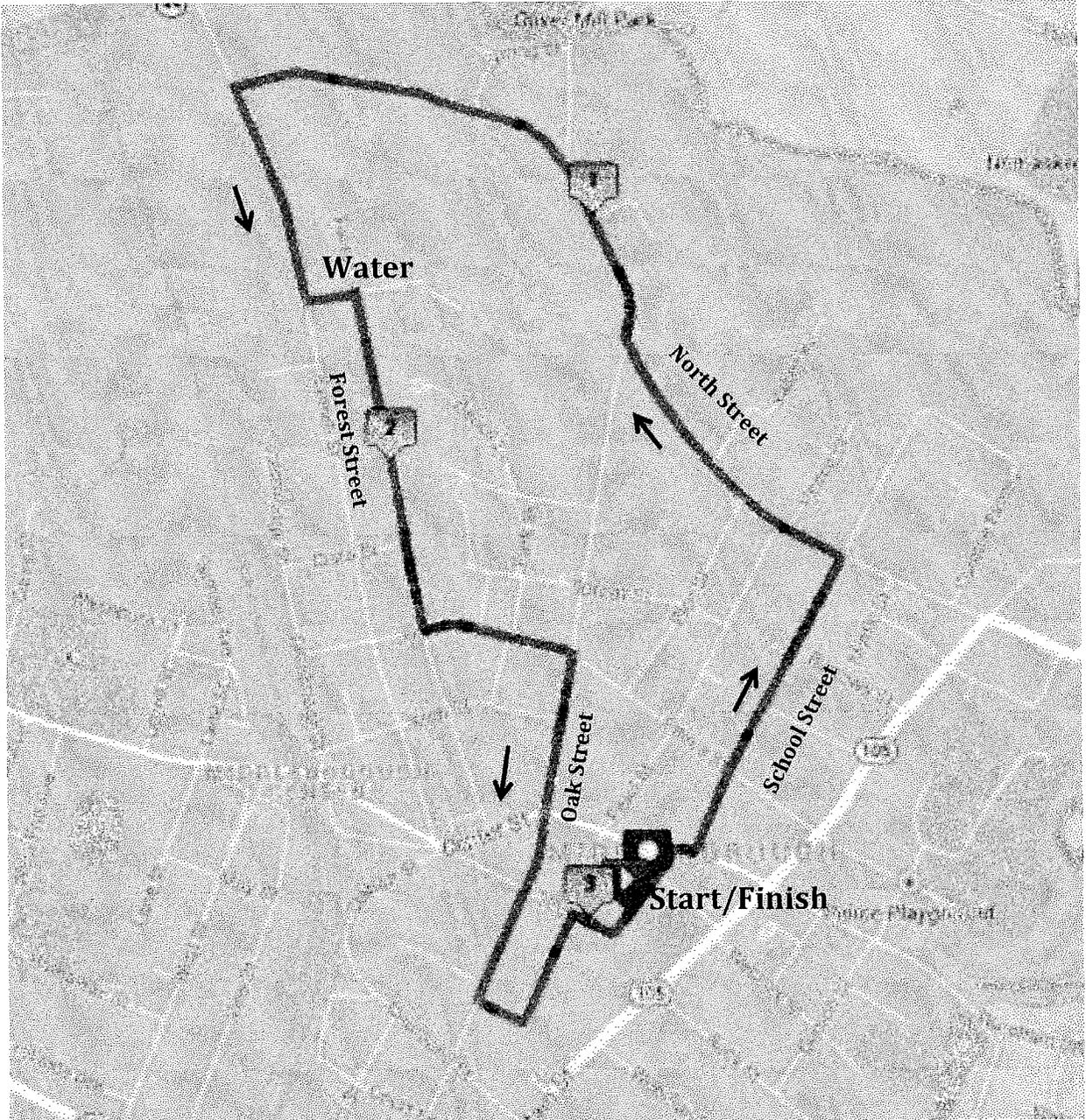
Please contact me at (781) 820-6161 with any questions or for additional details.

Thank you,



Anne Marie Winchester
South Shore Race Management
PO Box 1480
Duxbury, MA 02331

NATHAN HALE FOUNDATION 5K



Jacqueline Shanley

From: Lance Benjamino
Sent: Thursday, October 02, 2014 9:57 AM
To: Jacqueline Shanley
Subject: RE: Nathan Hale Foundation 5K

No issues

Lance Benjamino
Chief of Department
Middleborough Fire Department
125 North Main Street
Middleborough, MA 02346
firechief@middleborough.com

From: Jacqueline Shanley
Sent: Tuesday, September 30, 2014 2:53 PM
To: Police Chief Joseph Perkins; Lance Benjamino
Subject: Nathan Hale Foundation 5K

Good Afternoon,

Please see attached and advise of any concerns, objections, or requirements.

Thank you.

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tpl.
508 946-0058 Fax
jshanley@middleborough.com

Jacqueline Shanley

From: Joseph Perkins <jperkins@mpdmail.com>
Sent: Thursday, October 16, 2014 2:54 PM
To: Jacqueline Shanley
Subject: RE: Nathan Hale Foundation 5K

Jackie, ✕

I did see this. I know they have been in contact with Lt. Andrade and he is aware of it. He has not informed me of any concerns.

Thanks,
Joe

From: Jacqueline Shanley [mailto:jshanley@middleborough.com]
Sent: Thursday, October 16, 2014 2:30 PM
To: Police Chief Joseph Perkins
Subject: FW: Nathan Hale Foundation 5K

Hi Chief,

Did you see this yet? Do you have any concerns/objections/requirements?

Thank you.

Jackie

Jackie Shanley
Executive Assistant to Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346
508 946-2405 Tel.
508 946-0058 Fax
jshanley@middleborough.com

From: Jacqueline Shanley
Sent: Tuesday, September 30, 2014 2:53 PM
To: Police Chief Joseph Perkins; Lance Benjamino
Subject: Nathan Hale Foundation 5K

Good Afternoon,

Please see attached and advise of any concerns, objections, or requirements.

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN (BOARD OF HEALTH)**

NOTICE OF BETTERMENT AGREEMENT October 1, 2, 2014.
NOTICE OF BETTERMENT

TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY

NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement

Dated August 8, 2014 **with** Cynthia L. Dickerson
(insert date) **(insert name(s) of property owner(s))**

with respect to real estate located at 80 Pearl Street
(insert address of property)

in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County

Registry of Deeds in Book 43993, **Page** 217
(insert book and page)

or filed as Document Number _____ **with the Plymouth**
(insert document number of deed)

District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Six Thousand One Hundred Forty Four &.00/100 Dollars(\$ 6,144.00).
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

Board of Selectmen
Town of Middleborough

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Caroline R. LaCroix**

**(Seal)
My commission expires:**

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Twelve Thousand Seven Hundred Ten &.00/100 Dollars (\$ 12,710.00)
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J McKinnon

**Board of Selectmen
Town of Middleborough**

**Commonwealth of Massachusetts
County of Plymouth**

**On This _____ day of _____ 20_____ before me the
undersigned Notary Public, personally appeared _____, proved
to me through satisfactory evidence of identification which was _____
to be the person whose name is signed on the preceding or attached document, and
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

**Signature of Notary
Caroline R. LaCroix**

**(Seal)
My commission expires:**

MIDDLEBOROUGH POLICE DEPARTMENT

99 NORTH MAIN STREET
MIDDLEBOROUGH, MA 02346
(508) 947-1212
Fax (508) 947-1009



Joseph M. Perkins
Chief of Police

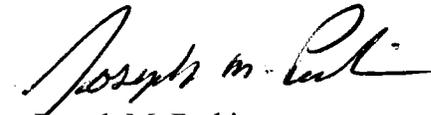
October 10, 2014

Honorable Board:

Attached please find the proposed Memorandum of Understanding (MOU) between the Middleborough Public Schools and the Middleborough Police Dept. After reviewing the Memorandum it is hopeful that you will approve it as written. Dr. Weiss and I have met and developed this MOU and agree it is strong and workable and will benefit both Departments. Most importantly it will benefit the children and young adults in the school system.

If I can answer any questions please feel free to contact me.

Respectfully submitted,


Joseph M. Perkins
Chief of Police



Roseli S. Weiss, Ed.D
Superintendent of Schools

MIDDLEBOROUGH PUBLIC SCHOOLS

FLORA M. CLARK ADMINISTRATION BUILDING
30 FOREST STREET
MIDDLEBOROUGH, MASSACHUSETTS 02346
Telephone 508-946-2000

Kathleen C. Piatelli
Director of Business and Finance

Memorandum of Understanding with the Middleborough Police Department September 2014

Statement of Purpose:

We agree that student violence, alcohol and other drug abuse are national and societal problems reaching into our community of Middleborough. To maximize the effectiveness of our efforts to achieve a violence-free and drug-free community, we recognize that the coordination and cooperation of the community as a whole are essential. Therefore, the Chief of Police, with the support of the Superintendent of Middleborough Public Schools, and the Middleborough Public Schools School Committee Members, pledge to follow the agreed upon procedures for communicating incidents of verbal and physical assault, intimidation, bullying, cyber-bullying, threats, harassment, hate crimes, weapons and the use, possession, and distribution of drugs and alcohol.

We agree to establish an effective line of communication between the school and police departments; to establish a clear procedure regarding the reporting of verbal and physical assaults, intimidation, bullying, cyber-bullying, threats, harassment, hate crimes, weapons, and the use, possession, and distribution of drugs and/or alcohol within the schools, on school grounds, and at school sponsored events; and to reaffirm with parents, students and the public that violence in schools will not be tolerated, and that culpable individuals will be held responsible to the full extent of the law.

We further agree to coordinate our efforts, when appropriate, with the District Attorney for Plymouth County and the Massachusetts Department of Elementary and Secondary Education.

An agreement such as this is necessary as administrators, teachers, and other staff members are increasingly relied upon to recognize and to report incidents of violent behavior or use, possession or distribution of alcohol and drugs. The role of the police officers, school officials, parents and students toward our goal of a violence-free and drug-free community must be clearly understood by all parties.

Reportable Acts:

This memorandum of understanding addresses the reporting by school officials of reportable acts. Incidents requiring law enforcement notification and response include acts of violence, or any deliberate act, serving no legitimate purpose, which causes injury or which could reasonably be expected to cause injury to another person. a) To be considered reportable, the conduct should be either intentional and/or reckless in nature. b) Many factors may be taken into consideration when determining whether it is appropriate to notify law enforcement, including motivation, victim, potential for escalation, or parental request for law enforcement involvement (a parent's request that law enforcement not be involved shall

not be binding on the school entity). Reportable acts shall also include, but are not limited to, threats to commit violent acts, verbal and/or physical assaultive behavior (e.g., intimidation, bullying, threats, harassment, and hate crimes), weapons, property destruction or thefts. In addition to the reportable acts listed would be situations in which there is a reasonable suspicion to believe (1) a student, regardless of age, is under the influence of drugs, including alcohol or steroids; (2) a student, regardless of age, is in possession of any controlled substance (G.L.c94c), including prescription drugs, without specific permission of the Principal or his or her designee and alcohol; (3) where there is a reasonable suspicion to believe that a student, regardless of age, has sold, offered for sale, distributed, or possessed with intent to distribute any controlled 'substance' (G.L.c94c), including prescription drugs and alcohol.

Directive:

Acts of violence will be reported to the Juvenile/School Resource Officer (SRO) or Middleborough Police Department when the SRO is not available. Appropriate administrative action also will be taken by local school officials. Criminal or legal action will be determined by the Middleborough Police Department and/or District Attorney's Office.

It should be noted here that certain school officials are not protected under the confidentiality statutes of the Commonwealth and, if called on to testify in court, they would be obligated to reveal any information relating to violence or drugs and alcohol. This memorandum of understanding also concerns the response of law enforcement agencies in a school setting to acts of delinquency within the scope of G.L.c119: Section 52, and to incidents which constitute reportable acts as defined herein.

Procedures and Responsibilities:

- 1.0 The Superintendent of the Middleborough Public Schools designates the Principals or his/her designee as the responsible school official in each school for handling reportable acts and the Chief of Police designates the Juvenile/School Resource Officer or Middleborough Police Department when the SRO is not available the police official responsible for handling all reportable acts. (The term "drugs" as used herein, shall include controlled substances as provided by M.G.L.c94c, including drug paraphernalia and alcohol.)
- 2.0 The parties and personnel referred to in this memorandum of understanding agree to the following:
 - a. All school officials are required to report any an all reportable acts, as defined herein, by students to the Principal or designee.
 - b. The Principal or his/her designee will be responsible for reporting all reportable acts to the Juvenile/School Resource Officer as soon as possible and the parents or guardians of the student or students involved, both verbally and in writing.
 - c. The Juvenile/School Resource Officer will notify the Principal on any day he/she is unavailable or out of the district. The Principal or his/her designee will on these occasions phone directly to the police department any 'reportable acts' as soon as possible. A response will be made by the police department to the location of the incident as soon as possible.
 - d. Reports of findings from a police investigation involving students or staff in Middleborough Public Schools will be forwarded to the Superintendent at the conclusion of that investigation with the approval of the Police Chief. A decision will be made at that time if further school department action is warranted.
 - e. The Middleborough Police Department will notify Middleborough Public Schools when they receive information that an enrolled student has been charged with or convicted of a felony.

- f. To Maintain clear/open lines of communication in school related matters, a liaison will be assigned for each department. The Superintendent of Middleborough Public Schools (or designee) and the Chief of Police (or designee) will respond to the press on school-related matters. Please note, as it relates to the school department personnel only dealing with the press, the rights of employees, students and parents to do process, confidentiality, and benefits of collective bargaining may preclude School Committee members and school administration from giving answers to press questions on highly newsworthy matters.
- g. The Middleborough Police Department and Middleborough Public Schools agree to review on an annual basis the Memorandum of Understanding and each school's Comprehensive Safety Plan.
- h. In an effort to enhance cooperation and communication between the Middleborough Police Department and Middleborough Public Schools, both agencies agree to share information and resources for the purpose of professional development that will create a safe and healthy school environment.

3.0 Violence: Any act of assaultive behavior, battery, intimidation, bullying, threats, property destruction, theft, harassment, hate crime or a pattern of behavior that is likely to lead to harm are violations-of school rules and the law if they occur in the school building, on school grounds, at school sponsored events, on school buses, and at or around the school bus stops, during loading and unloading procedures. Any aforementioned act at a school or at a school event, regardless of location or time, will result in consequences as outlined in the student handbook.

4.0 Use, manufacture, distribution, dispensing, possession, and/or trafficking in controlled substances are violations of school rules and the law if they occur in the school building, on school grounds, or within one thousand (1,000) feet of the real property of the school grounds, on school buses, and at or around the school bus stops, during loading and unloading procedures.

4.1 Alcohol/Drugs: Any student with alcohol or drugs in his/her possession, except those prescribed by a licensed physician, or who there is a reasonable suspicion to believe is under the influence of these drugs, will be sent directly to either the school nurse or to the office as deemed appropriate under the circumstances of each incident. The student's parent/guardian will be contacted, the Middleborough Police Department will be notified, and corrective action, which may include a clinical risk assessment, will be required prior to the re-admission, to the regular school program. A review for re-admission will follow suspension, as set forth below, provided that the parent/guardian has come into school for a conference and a corrective plan and school representative. Use, possession or being present when and where there is use of drugs or alcohol while under school supervision or at a school event regardless of quantity, location or time will result in consequences as outlined in the student handbook.

- a. Use, possession or sale of drugs or alcohol will be reported to the police, as mandated by State Law.
- b. The law pertaining to a drug-free school zone is stated in the student handbook. Disciplinary action pertaining to substance abuse, sale and/or possession may be taken against students under Chapter 766, in connection with participation in educational programs and activities. As is permitted, circumstances may require a drug/alcohol – testing program as a component of delivery of education services.

4.2 According to the Educational Reform Law, any student who is found on school premises, or at school sponsored or school related events, including athletic games, in possession of a dangerous

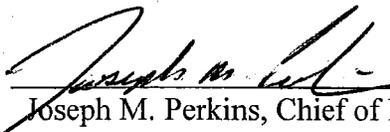
weapon, including, but not limited to a gun or a knife, or a controlled substance as defined in chapter ninety-four C, including, but not limited to, marijuana, cocaine, and heroin, may be subject to expulsion from school by the Principal.

- 4.3 For incidents involving drug/alcohol use beyond school property at non-school supervised events, the Middleborough Police Department, through the Juvenile/School Resource Officer, will report any student arrested or taken into protective custody for violation of any drug law by any student in Middleborough Public Schools to the Superintendent and the Principal of the students' respective school. Such notifications shall take into consideration Police Department Policy, the provisions of the Educational Reform Act, and applicable laws concerning juvenile justice.

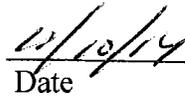
A police officer may take into protective custody for not more than four hours any person whom the officer reasonably believes is under seventeen (17) years of age if that person is found present where controlled substances in Class A, Class B, or Class C are kept or possessed and the child knows of the presence or possession of the controlled substance. Chap 94 C, section 36 – If a person under the age of seventeen is taken into protective custody under these circumstances, every reasonable effort shall be made to notify the child's parent or guardian or other person having lawful custody.

- 4.4 To deter student's drug/alcohol use, any student found to be present where underage drinking or drug use is taking place, the Middleborough Police Department will record the names, addresses, ages, and telephone numbers of all youths found to be present at the scene and notify the parents as soon as practical after the incident to offer resource information and assist in the design of a plan to modify the behavior and prevents a re-occurrence. The Juvenile/School Resource Officer will notify Middleborough Public Schools of the incident where a student was present where alcohol or drugs were found, and the identity of the student(s) involved.

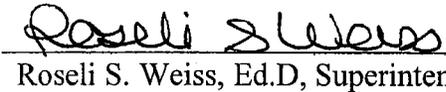
To the extent possible, precaution must be taken by both police and school officials at all times to insure that the educational process is not disrupted, that the student is provided his/her applicable "due process" rights and that every attempt is made to offer counseling, resource information, and support when dealing with these issues.



Joseph M. Perkins, Chief of Police, Middleborough



Date



Roseli S. Weiss, Ed.D, Superintendent of Schools



Date

Signed by both parties:

APPLICATION FOR LICENSE OR LICENSING TRANSACTION
(PLEASE TYPE OR PRINT CLEARLY)

DATE 10/15
NAME OF APPLICANT Michael Duffley for Middleboro Friends
ADDRESS OF APPLICANT _____
ASSESSORS MAP & LOT _____
DAYTIME TELEPHONE _____

NAME OF BUSINESS Middleboro Friends - Bartending Services of New England
OWNER OF PROPERTY TO BE LICENSED Lowell Hall
ADDRESS OF PROPERTY TO BE LICENSED _____
ASSESSORS MAP & LOT _____

TYPE OF LICENSE REQUESTED (Check One)

2nd Hand _____ WRPD _____
Class I Automobile Dealer License _____ Earth Removal Permit _____
Class II Automobile Dealer License _____ Liquor License
Class III Automobile Dealer License _____ Junk Dealer _____
Entertainment _____ Other _____

*All one day licenses
All Alcohol*

Anticipated Start Date for Business: Nov 1
Days & Hours of Operation: 7 to 12 -

Has the applicant previously held a similar license in the Town of Middleborough or elsewhere?
If yes, explain:

yes -

Signature Michael Duffley

DATE OF HEARING: _____

Please bring to the Treasurer/Collector's office @ the Town Hall Annex, 20 Center Street, 3rd floor to obtain confirmation/signature that no outstanding taxes/municipal charges exist.

Dear Treasurer/Collector:
Please inform this department as to whether or not the above listed property owner/applicant/petitioner owes the Town of Middleborough any outstanding taxes and/or municipal charges that remain unpaid for more than one year.

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____



Town of Middleborough
Massachusetts
Board of Selectmen

MEMORANDUM

TO: Board of Selectmen

FROM: Jackie Shanley, Executive Assistant

DATE: 10/20/14

RE: **Amended M.G.L. C. 136, S6(552), permitting M.G.L. C. 138, S15 Off-Premises Retail Licensees to open at 10 a.m. on Sundays**

A large, stylized handwritten signature in black ink, likely belonging to Jackie Shanley, the Executive Assistant mentioned in the memorandum.

Attached please find notification from the ABCC to the Local Licensing Authorities (LLA) relative to the above referenced matter. Also attached is notification from the MA Package Stores Association, Inc., which was sent directly to the Package Store licensees.

In summary, the LLA has no authority to deny the 10 a.m. sales. The licensees are required to fill out the required ABCC form and submit it to the LLA as notification of their intention to change their hours. The LLC must vote to sign a Form 43 for each interested licensee and issue a new license reflecting the amended hours.



The Commonwealth of Massachusetts
Department of the State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114

Steven Grossman
Treasurer and Receiver General

Kim S. Gainsboro
Chairman

THE ALCOHOLIC BEVERAGES CONTROL COMMISSION ("ABCC") ADVISORY
M.G.L. c. 138, §15 OFF-PREMISES RETAIL LICENSEES SUNDAY OPENING TIME
ALLOWED AT 10:00 A.M.

Effective October 23, 2014¹, off-premises retail alcoholic beverages licensees (M.G.L. c. 138, §15) will be permitted to sell alcoholic beverages beginning at 10:00 a.m. on Sundays. Although under the law, these licensees are entitled as a matter of right to open at 10:00 a.m. and as such do not need the approval of the Local Licensing Authorities, licensees must notify the Local Licensing Authorities about the change of hours.

The simplest way for licensees to effectuate this change is to follow the process outlined in the CHANGE OF HOURS Application which may be found on our website at <http://www.mass.gov/abcc/pdf/forms/nofeetransmittal.pdf>. Licensees should use this form to notify the Local Licensing Authority of the change in hours and attach a corporate vote authorizing the change. Upon receipt of this request, the Local Licensing Authority must approve it. The Local Licensing Authority should forward an approved "Form 43" with the additional Sunday hours of sale to the ABCC for each licensee affected.

As mentioned above, this law does not go into effect until October 23, 2014. All licensees should ensure that sales of alcoholic beverages take place only on the days and hours approved by the Local Licensing Authority. Licensees who fail to notify the Local Licensing Authority about the change to their hours are prohibited from making sales at an earlier time than those permitted on the face of their license.

As always, all licensees must ensure that they are in compliance with the Laws of the Commonwealth of Massachusetts, and that sales of alcoholic beverages take place only as authorized by applicable law. Individuals with questions concerning this advisory may contact Ralph Sacramone, Executive Director, at 617-727-3040 x 731.

(Issued: September 8, 2014)

¹ The Massachusetts Legislature amended M.G.L. c 136, §6(52) which allow off-premises M.G.L. c. 138, §15 or so called "package store" license holders to sell alcoholic beverages, beginning at 10 A.M. on Sundays.



MASSACHUSETTS PACKAGE STORES ASSOCIATION, INC.

181 Park Avenue • Suite 5 • West Springfield, MA 01089-3365
Phone: (413) 736-6164 • (800) 322-1383 • Fax: (413) 736-5880
E-Mail: info@masspack.org • www.masspack.org

PRESIDENT

SEAN BARRY
Hadley
413 584-8174

FIRST VICE PRESIDENT

BUDDY CARP
Raynham
508 823-0887

VICE PRESIDENTS

JACK CHISHOLM
Essex
978 768-7568

JOE SAIA
Concord
978 369-3872

ROBERT SELBY
Everett
617 389-7600

TREASURER

ARMEN DERDERIAN
Methuen
978 794-9200

SECRETARY/CLERK

DONALD COREY, JR.
Marshfield
781 834-9068

EXECUTIVE DIRECTOR

FRANK ANZALOTTI
West Springfield
800 322-1383

*** MANDATORY – MUST READ ***

Procedure for Change of Hours for Sunday Sales

September 12, 2014

Dear Member,

As you are already aware, Governor Patrick signed into law a bill allowing liquor stores in Massachusetts to open for business at 10:00am on Sundays. The first Sunday that you can legally open at 10:00am is ~~October 26, 2014~~. There are some steps you must follow in order to be in compliance with this new law. You must complete and file a "Change of Hours" form and submit it to your Local Licensing Authority. We are providing you with a copy of this form found on the ABCC's website. This document also requires that you file a corporate vote authorizing the change. The ABCC has sent an Advisory Notice to all Licensing Boards notifying them of the change in the law. You may or may not hear from them directly.

Please do not delay taking action on this matter if you plan to open at 10:00am on Sundays. All Licensees should ensure that sales of alcoholic beverages take place only on the days and hours approved by the Local Licensing Authority. Licensees who fail to notify the Local Licensing Authority about the change to their hours are prohibited from making sales at an earlier time than those permitted on the face of their license. If you have any questions please contact your Local Licensing Authority.

Sincerely,

Frank Anzalotti
Executive Director
Massachusetts Package Stores Association
fanzalotti@masspack.org
www.masspack.org
413-736-6164

*confirmed w/ ABCC
10/23/14 J.*

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

ADDRESS:

CITY/TOWN:

STATE

ZIP CODE

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
 Change of DBA
 Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 070000022

LICENSEE NAME: Bola Gola, Inc. dba Jamie's Fine Wine & Spirits

ADDRESS: 10 Merchant's Way

CITY/TOWN: Middleborough STATE MA ZIP CODE 02346

TRANSACTION TYPE (Please check all relevant transactions):

For Reconsideration

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

LICENSEE NAME:

Gusaksapa LLC D/B/A/ Middleboro Discount Liquors

ADDRESS:

422 West Grove St. Middleboro MA 02346.

CITY/TOWN:

Middleboro

STATE

MA

ZIP CODE

02346.

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
 Change of DBA
 Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc



**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: 043-56-6980 RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

070000027

LICENSEE NAME:

Keyour, Inc. d/b/a Seven Star Liquors

ADDRESS:

3 East Grove Street

CITY/TOWN:

Middleborough

STATE MA

ZIP CODE

02346

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
 Change of DBA
 Charity Wine License

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**ALCOHOLIC BEVERAGES CONTROL COMMISSION
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RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE
LOCAL LICENSING AUTHORITY.

REVENUE CODE: 262-82-9548
RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY):

070000029

LICENSEE NAME:

Vix Liquors, Inc. d/b/a/ Kurt's Corner

ADDRESS:

353, Wareham St.

CITY/TOWN:

Middleboro

STATE

MA

ZIP CODE

02346.

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
- Change of DBA
- Charity Wine License

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL
FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND
SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**

Jacqueline Shanley

From: Charles Cristello
Sent: Tuesday, October 14, 2014 8:03 AM
To: Jacqueline Shanley
Subject: FW: Pancreatic Cancer Awareness Month, November 2014
Attachments: Middleborough PanCAN Proclamation - November 2014.docx

A vote for Monday

From: Brock N. Cordeiro [<mailto:bncordeiro@comcast.net>]
Sent: Sunday, October 12, 2014 6:29 PM
To: Charles Cristello
Cc: SelectmenWeb; Jacqueline Shanley
Subject: Pancreatic Cancer Awareness Month, November 2014



PANCREATIC CANCER ACTION NETWORK

Dear Town Manager Cristello:

I am writing on behalf of the Pancreatic Cancer Action Network and the estimated 39,590 Americans who will die of pancreatic cancer in 2014, approximately 920 of whom live in Massachusetts. In 2014, pancreatic cancer will afflict more than 46,420 Americans, 73% of whom will die within one year of their diagnosis, and 94% of whom will die within five years of diagnosis.

My father, Norman Cordeiro, was diagnosed with pancreatic cancer on September 18, 2013 and prior to then the disease was something about which I had really only heard of but had never directly affected me or my family. Unfortunately, despite an initial hopeful diagnosis his condition was different, and much worse, than had been expected. My father's surgeon told me that my dad had an estimate of only six months to live. Norman Cordeiro passed away from pancreatic cancer on March 30, 2014.

To date, pancreatic cancer is the fourth leading cause of cancer death in the United States, and it is the only major cancer with a five-year relative survival rate in the single digits at just six percent. Furthermore, the incidence and death rate for pancreatic cancer are increasing, and pancreatic cancer is anticipated to move from the fourth to the second leading cause of cancer-related death in the U.S. by 2020. We need your help to shine a spotlight on this disease and finally make progress in developing treatments and early detection tools. By issuing a proclamation supporting the observance of November 2014 as Pancreatic Cancer Awareness Month in Middleborough, you can help us to raise awareness in our community.

I have attached a draft of the proclamation text for your review. The proposed text not only recognizes November as Pancreatic Cancer Awareness Month, but also notes that the Recalcitrant Cancer Research Act was signed into law in 2012. This legislation is very important for pancreatic, because it

requires the National Cancer Institute to develop "scientific frameworks" (strategic plans) for pancreatic and other deadly cancers. The proposed text notes that the current federal funding situation endangers the progress that could be made as a result of this new law and that federal funding for medical research is important to our state's economy. I am happy to provide additional official Pancreatic Cancer Action Network material, including pancreatic cancer facts and statistics and NCI funding information, upon request.

We request that a total of 2 originals of the proclamation to be made available for our records. Please contact me at 508-979-8930 (home), 508-264-1600 (cell), or BNCordeiro@comcast.net with any questions. I look forward to working with you to issue a proclamation that will recognize November as Pancreatic Cancer Awareness Month and bring much needed attention to this deadly disease. Thank you for your interest in this important issue.

Sincerely,

Brock N. Cordeiro
15 Sagamore Drive
Dartmouth, MA 02748-1261

Middleborough, Massachusetts Proclamation

RESOLUTION

Declaring the month of November "Pancreatic Cancer Awareness Month" in the Town of Middleborough, Massachusetts.

WHEREAS in 2014, an estimated 46,420 people will be diagnosed with pancreatic cancer in the United States and 39,590 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the fourth leading cause of cancer death in the United States and is projected to become the second by 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits at just six percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 94 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 920 deaths will occur in Massachusetts in 2014;

WHEREAS the *Recalcitrant Cancer Research Act* was signed into law in 2013, which calls on the National Cancer Institute to develop a scientific framework, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

WHEREAS, it will be very difficult to leverage the opportunities that come out of the scientific framework developed as a result of the Recalcitrant Cancer Research Act unless sustained and adequate funding is provided to the National Institutes of Health and National Cancer Institute; and

WHEREAS federal funding for medical research is critical to job protection and creation in Massachusetts; and

WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Middleborough and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Middleborough support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS the good health and well-being of the residents of Middleborough are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; therefore be it

RESOLVED that the Board of Selectmen designate the month of November 2014 as "Pancreatic Cancer Awareness Month" in the Town of Middleborough, Massachusetts.

Allin Frawley, Chairman

Leilani Dalpe, Vice Chairman

John M. Knowlton

Diane Stewart

Stephen J. McKinnon
BOARD OF SELECTMEN

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, 2014 – June 30, 2015

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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 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 1/2) 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.

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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	

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 1st

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 1st through March 31st. 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 15th 2010. The order of request, and if requests are made at the same time, seniority, shall determine conflicting requests. The Director will determine whether to continue the trial beyond the 2010 – 11 winter period.
- For any vacation request during the winter period which is made after November 15th, 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

Sick leave allowance will be accumulated at the rate of one and one quarter (1 ¼) days per month for each calendar month of employment.

- a. Sick leave may accumulate to two hundred and seventy five (275) days effective July 1, 2001.
- b. 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).
- c. Sick leave accumulation shall cease upon death, resignation, retirement or permanent separation from the service of the Town of Middleborough.
- d. 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.
- e. 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.

- f. 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.
- g. 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 is required.
- h. 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.
- i. 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 (½) 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.
- j. 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.

ARTICLE 17
SALARIES

1. a. As reflected in the Salary Chart, the salary schedule will be increased 2% (two percent) effective the first full pay period after July 1, 2014.
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 eight (8) hours pay for each standby period whether work is performed during that period or not. 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 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 12th 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.

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 one hundred and seventy-five dollars (\$175.00) 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 ($\frac{1}{2}$) 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 dollars (\$100) 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, 2015. 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 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.

This Agreement entered into this _____ day of _____, 2014.

FOR THE TOWN OF MIDDLEBOROUGH:

FOR LOCAL 1700 AFSCME - COUNCIL 93:

_____ *[Signature]*

_____ *[Signature]*

_____ *[Signature]*

_____ *[Signature]*

DATED: _____

DATED: 9-25-14

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Proposed Salary Chart as of July 1, 2014

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	\$25.2449	\$26.0138	\$26.7828	\$27.5981	\$28.4252	\$29.2758
3	\$24.0428	\$24.7751	\$25.5073	\$26.2850	\$27.0717	\$27.8817
4	\$22.7781	\$23.4765	\$24.1759	\$24.8971	\$25.6627	\$26.4282
5	\$21.5687	\$22.2122	\$22.8779	\$23.5878	\$24.2869	\$25.0192
6	\$20.5367	\$21.1581	\$21.8016	\$22.4563	\$23.1330	\$23.8319
7	\$19.5050	\$20.0930	\$20.6922	\$21.3135	\$21.9570	\$22.61150
9	\$17.7297	\$18.2956	\$18.8170	\$19.3829	\$19.9709	\$20.5701

Updated June 6, 2013

TOWN OF MIDDLEBOROUGH
DOT DRUG AND ALCOHOL TESTING PROGRAM
(FHWA MANDATED PROGRAM)

POLICY DOCUMENT

SCOPE AND OVERVIEW

In order to promote public safety, U. S. Department of Transportation ("DOT") regulations require the Town of Middleborough (herein Town of Middleborough) to test certain safety sensitive individuals (employees, commercial drivers, contractors, subcontractors, herein "Safety Sensitive Individuals") for the use of illegal drugs and controlled substances (herein "drugs"), and misuse of alcohol in a variety of circumstances and subject to a complex scheme of procedural safeguards. These policies and guidelines are formulated to protect the safety and security of the public, employees, facilities and assets and to be in compliance with the mandates drafted by the Federal Department of transportation and/or state governments, and supported by the force of federal and/or state law and/or regulation where applicable.

All items in this policy that relate to employment or contractor terminations, leave of absences, and all financial issues are not DOT requirements. All of these elements that are included in this policy are based on Town of Middleborough's authority independent of DOT regulations. Other items that are included in this policy that are not DOT requirements and are based on Town of Middleborough's independent authority of DOT regulations are marked as "independently authorized".

Drug use, and alcohol misuse have a significant negative impact on an individuals health, work, and personal life. Performing a Safety Sensitive Activity significantly increases the risk to society in general when an individual has used drugs or misused alcohol.

There are serious consequences in this policy for individuals who use drugs and misuse alcohol (an alcohol concentration of 0.04 or greater). In addition, as required by federal regulations, there are administrative actions for an individual with an alcohol concentration as low as 0.02. This compares with alcohol concentrations resulting in charges of "driving while intoxicated" of 0.10 and 0.08 depending upon the state.

PARTICIPATION AS A REQUIREMENT OF EMPLOYMENT OR USE AS A CONTRACTOR

Participation in this DOT mandated Drug and Alcohol testing program is a requirement of employment (or use as a contractor/subcontractor) for Safety Sensitive Individuals as defined by DOT regulation and/or state or federal law.

SUPPLEMENT TO TOWN OF MIDDLEBOROUGH'S GENERAL POLICY

Safety Sensitive Individuals who are employees remain subject to the prohibitions, rules and benefits of *Town of Middleborough's General Policy*, whether in force now, or implemented in the future, and should view this DOT Policy as a supplement to the General Policy. To the extent that there may be a conflict between any provision of the General Policy and a provision of this DOT Policy or the DOT regulations, the DOT Policy and regulations shall be controlling with respect to Safety Sensitive Individuals.

SAFETY SENSITIVE INDIVIDUAL CATEGORIES SUBJECT TO THIS DOT DRUG AND ALCOHOL POLICY

This DOT Policy applies to employees and contractors whose positions may require them to drive certain commercial motor vehicles and to applicants for such positions (collectively, Town of Middleborough's "Safety Sensitive Individuals"). These commercial motor vehicles are those which have a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring "placarding" or are designed to carry more than 15 passengers including the driver.

REQUIRED HOURS OF COMPLIANCE

The required hours of compliance for prohibited behavior (defined below) relating to drug and/or alcohol use are as listed below:

Drugs: A Safety Sensitive Individual is prohibited from the use of the defined drugs at any time on or off the job.

Alcohol: A Safety Sensitive Individual must not consume alcohol while:

- Available to perform a safety sensitive function. This means that when an individual is available to perform a safety sensitive function, such as when an individual is "on call" at home, or for example, a supervisor who may be required to perform a safety sensitive function while on the job, even though he/she may not be performing that activity at the time.
- Four hours prior to being scheduled to perform safety sensitive functions.
- Is performing a safety sensitive function.
- Immediately after performing a safety sensitive function, (to allow for alcohol testing immediately after a shift, and
- Up to eight hours following an accident or until the Safety Sensitive Individual undergoes a post-accident alcohol test, whichever occurs first.

PROHIBITED BEHAVIOR

Drugs

A Safety Sensitive Individual shall not report for duty or remain on duty requiring the performance of safety-sensitive functions when he/she uses any drugs, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely

operate a commercial motor vehicle.

The prohibited drugs are the following substances or derivatives thereof (herein "Drugs"):

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

As permitted by DOT regulation, if any drugs are prescribed for medical reasons by a licensed medical practitioner, that practitioner must certify in writing to the then-current Drug and Alcohol Program manager at Town of Middleborough, the Safety Sensitive Individual's fitness for fulfilling the safety sensitive responsibilities prior to performing these activities.

Alcohol

This policy also prohibits the misuse of alcohol from any source during the required hours of compliance defined herein. Misuse is defined as having an alcohol concentration of 0.04 or greater (herein "positive for alcohol") independent of the source. Alcohol concentration (or breath alcohol concentration) means the amount of alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath. This measurement is intended to be equivalent to the percent of "blood alcohol concentration" commonly used in "driving while intoxicated" situations. Herein, alcohol concentration (or BAC or breath alcohol concentration) is defined as grams of alcohol per 210 liters of breath. If other alcohol concentration measurement procedures are used (e. g. saliva) this measurement term will be equivalent. Herein BAC will be used to define "alcohol concentration".

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols include methyl and isopropyl alcohol.

Refusal to Submit

"Refusal to Submit" to a test is prohibited. Behavior that constitutes "Refusal to Submit" includes:

1. Direct refusal to take a drug or alcohol test.
2. Failure to provide sufficient quantity of urine within the time limit under then current regulations, or the failure to provide sufficient quantities of breath or other fluids without a valid medical explanation.

3. Tampering with or attempting to adulterate the specimen.
4. Engaging in conduct that obstructs the testing process.
5. Failure to notify Town of Middleborough that the Safety Sensitive Individual is in a post accident situation requiring testing or not being immediately available for post accident testing without a valid reason.
6. Not reporting directly to the collection site after notification.

A "refusal to submit" is equivalent to a positive test result for that test.

Possession & Consumption

No Safety Sensitive Individual shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. As permitted by DOT regulation, the Town of Middleborough requires Safety Sensitive Individuals to inform the Town of Middleborough of any therapeutic drug use (for the five prohibited drugs).

No Safety Sensitive Individual shall use alcohol during the hours of prohibition.

No Safety Sensitive Individual shall be on duty or operate a commercial motor vehicle while he/she possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.

Additional Prohibitions

This policy prohibits a Safety Sensitive Individual from providing incorrect prior employment information and prior drug and/or alcohol information relating to the DOT drug and alcohol testing program.

TESTING PROCESS INTEGRITY, SAFEGUARDING THE VALIDITY OF THE TEST RESULTS, AND ENSURING THAT TEST RESULTS ARE ATTRIBUTED TO THE CORRECT INDIVIDUAL.

Drugs

The actual drug test analysis will be conducted only at laboratories that are certified by the Department of Health and Human Services as required by the DOT. The Town of Middleborough and vendors utilized in connection with drug testing, will comply with all DOT regulations intended to insure the accuracy and confidentiality of test results and the fair and respectful treatment of persons being tested. There are various testing result thresholds of the presence of drugs before they will be reported as a presumed positive to the Medical Review Officer (MRO).

A urine specimen which is identified as positive on an initial test will be confirmed using gas

chromatography/mass spectrometry techniques before results are sent by the laboratory to the MRO. Custom Drug Testing, Inc., MEDTOX, 3 Perry Place, Auburn, MA sends known specimens to the laboratories used in a "Blind Specimen" program to periodically test the integrity of the laboratory. These blind specimens are both known positives, and known negatives.

Individuals tested are in direct visual contact with their specimen until the collection process is complete. There are tamperproof seals on the collection containers, initialed by the donor, and the specimens are sealed in tamperproof containers with chain of custody paperwork. There is a rigorous "chain of custody" process that directly follows a specimen from initial collection through final testing. If there are unrecoverable irregularities in this process, the test is declared a "broken chain of custody" and it is cancelled.

All individuals who are tested must be identified via picture identification or by authorized Town of Middleborough personnel to assure that the individuals tested are the correct individuals. Social security or employee numbers are used to track the identification process.

The split specimen collection process provides significant additional security.

Alcohol

An initial alcohol screening test measures the BAC of the Safety Sensitive Individual at the time of the test. A second test on an evidential testing device must reconfirm the initial result before it is a Final Test Result. Before this confirmation test is completed, a 15 to 20 minute wait is required to reduce the impact of mouth alcohol. The confirming testing process may only be performed on evidential breath testing equipment utilizes air blanks to assure that ambient conditions are not negatively affecting the testing process. In addition, the alcohol breath testing equipment is periodically checked and calibrated with samples containing known alcohol concentrations.

A Safety Sensitive Individual is given a copy of the test results. All test results are affixed with tamper evident tape to the testing forms.

CIRCUMSTANCES FOR DRUG AND/OR ALCOHOL TESTING

Safety Sensitive Individuals will be required to submit to approved Drug and Alcohol tests in certain situations including the circumstances listed below. An individual may not select the source of any laboratory testing, other than the retesting of the split portion of a positive drug test (which will be discussed elsewhere in this policy); it must be performed by our provider, Custom Drug Testing, Inc., MEDTOX.

1. **Pre-employment.** Pursuant to DOT regulations, any offer of a safety sensitive position (employment, transfer, or use as a contractor) is contingent upon the individual's submission to Drug and Alcohol tests and achieving negative test results. An applicant who tests positive for drugs and/or alcohol will be considered medically unqualified to

work for Town of Middleborough, and will not be eligible to reapply for at least six months. Pre-employment tests may be conducted on individuals who have not been a part of a DOT qualified Drug and Alcohol testing program, including random testing, for the previous 30 days due to any reason (layoffs, etc.).

2. **Post-accident.** After involvement in an accident meeting criteria defined by then current DOT regulations, a Safety Sensitive Individual will be subject to post accident drug and alcohol testing. If any one of the following conditions is met, a post accident test must be conducted.

- A fatality has occurred within 32 hours of the accident.
- A citation was received within 32 hours of the accident by the driver and an injury occurred requiring medical treatment away from the scene of the accident.
- A citation was received within 32 hours of the accident by the driver and either vehicle required towing from the scene of the accident.

In any one of these events, the Safety Sensitive Individual must have a post accident drug and alcohol test as soon as practicable.

In a post accident situation, the Safety Sensitive Individual must notify the Town of Middleborough and get information on how to proceed with testing. Safety Sensitive Individuals are obligated to follow instructions and see that the tests are conducted, if possible.

See the section "Refusal to Submit" regarding leaving the scene of an accident without a valid reason.

Nothing herein shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a Safety Sensitive Individual from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Post accident collections and testing for either drug or alcohol by law enforcement agents are permitted by the DOT to be used by the Town of Middleborough as the required post accident tests even though the tests are not completed per DOT requirements. If either test is not completed by enforcement agents, the DOT test is still required. The Safety Sensitive Individual must notify the Town of Middleborough if any tests were performed by law enforcement personnel.

See the "Required Hours of Compliance" section regarding being available after an accident.

3. **Reasonable suspicion.** If based on the observations of at least one supervisor or manager, Town of Middleborough has reasonable suspicion to believe that a Safety Sensitive Individual is impaired while on duty by drug use and/or alcohol misuse, the Safety Sensitive Individual shall be required to submit to immediate drug and/or alcohol testing based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the Safety Sensitive Individuals. These managers and supervisors have been trained to identify actions, appearance, conduct, etc., which indicate the possible use of a drug or misuse of alcohol.

As independently authorized, a Safety Sensitive Individual sent out for a reasonable suspicion test will be required to accept or arrange for independent transportation home.

4. **Random.** Safety Sensitive Individuals are subject at any time to random drug testing while on duty. In addition, Safety Sensitive Individuals are subject at any time to random alcohol testing during the required hours of compliance and while on duty. When notified, Safety Sensitive Individuals will proceed immediately to the collection site. The probability of being randomly selected in the future is not changed by prior random selections. The DOT mandated probabilities of selection are subject to change. A Safety Sensitive Individual may be tested multiple times, or not at all, during any given year.

5. **Return to Duty.** A Return to Duty drug and/or alcohol test is required after assessment by A Substance Abuse professional (SAP) and completion of treatment, if any is required, when a Safety Sensitive Individual tests positive for any reason in a DOT Drug and Alcohol testing program, before that individual is permitted to perform safety sensitive functions. To pass, an alcohol test must have a result of less than 0.02 alcohol concentration and a drug test must be verified negative test result. Without a successful test result, that individual is not medically qualified to continue to perform that safety sensitive function.

As independently authorized, the Town of Middleborough has a time limit for the individual to obtain a successful return to duty test result (or results, if both a drug and alcohol test is required), otherwise he/she may be terminated. The time limit is listed below from the time the MRO, or Town of Middleborough contacted the individual reporting the positive test result.

Alcohol	3 Days
Marijuana	40 Days
Opiates, Cocaine, Phencyclidine, Amphetamines	7 Days

This test for the Safety Sensitive Individual to work on the Town of Middleborough's behalf will only be performed if a Safety Sensitive Individual is not otherwise terminated (See the Section: *Consequences for Use of Drugs and Misuse of Alcohol*).

Compliance with the prescribed treatment and passing the test(s) will not guarantee a right of re-employment.

6. **Follow-up.** Following a resumption of safety sensitive duties, an Individual will be selected for additional tests beyond the random requirement for a follow-up period that will not exceed five years. There is no limit to the frequency of the follow-up tests. Tests may be for both drugs and alcohol independent of the type of test with a positive result.

COLLECTION PROCEDURES

Approved collection procedures to meet DOT requirements may change from time to time. Both private and public collections, including collections from law enforcement agencies, may be utilized in post accident situations as permitted by regulation.

Drug Collection Procedures

Upon notification, the Safety Sensitive Individual will be required to proceed to the assigned collection site without delay and with appropriate identification. DOT approved collection procedures will be used to collect urine specimens for Drug tests (except in some post accident situations). As required or permitted in certain Specific situations, which may change from time to time by the DOT, relating to issues such as suspected adulteration, prior positive test results, specific gravity and creatine level outside of a specified range, temperature outside of an acceptable range, etc., a directly observed collection by a same sex collector will be required.

Certain situations may require that a specimen be discarded and a new collection may be initiated. During the collection process, Safety Sensitive Individuals may only consume fluids in permitted quantities.

Split Specimen Collections

Following approved procedures, urine collections will be based on the current split specimen requirement which may change from time to time. This requirement provides an additional level of protection for a Safety Sensitive Individual.

OPPORTUNITY FOR A RE-TEST

A request for a re-test will not delay any administrative actions.

After a positive drug and/or alcohol test result, there is no opportunity to have a second collection that negates the first positive test result.

Alcohol

Applicable DOT regulations do not require an option for an alcohol split specimen collection and therefore there will be no opportunity for an alcohol re-test.

Drugs

If a Safety Sensitive Individual has a positive drug test result after Medical Review Officer (MRO) review, the Safety Sensitive Individual will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option cannot be selected after 72 hours from the time of notification by the MRO unless there is significant reason acceptable to the MRO why the individual was delayed, such as an injury. If this option is selected, the Safety Sensitive Individual must verbally notify Custom Drug Testing, Inc. MEDTOX (1-888-832-5990) or the MRO for the request of the re-test and send written notification to Custom Drug Testing, 3 Perry Place, Auburn, MA 01501 with a statement that the Safety Sensitive Individual will accept any other DHHS certified laboratory, or the specified DHHS certified laboratory name, location, address, and telephone number, selected, if any. The Safety Sensitive Individual must provide a copy of this request to the Town of Middleborough's Drug and Alcohol Program manager. The thresholds of reconfirmation of the presence of a prohibited substance will be as mandated by the DOT. Presently, there is no threshold. Please refer to the section on Financial Issues.

PROCEDURES

Drug Testing Procedures

A drug test is sent to a DHHS certified laboratory with DOT chain of custody paperwork. (See the section: Testing Process Integrity, Safeguarding the Validity of the Test Results and Ensuring That Test Results are Attributed to the Correct Individual).

Medical Review Officer

The program will utilize a MRO, a licensed physician (medical doctor or doctor of osteopathy) who has appropriate knowledge and medical training to interpret and evaluate an individual's initial confirmed positive test result together with his or her medical history and any other relevant biomedical information. The MRO's responsibility will include providing a review of the laboratory's "chain of custody" documentation to ensure that it has properly tracked the handling and storage of the urine specimen.

Before determining that an initial presumed positive test result is a Final positive, a cancelled test, or a negative test result, the MRO will rule out alternate medical explanations through reviewing the tested individual's medical records, and will give the individual an opportunity to discuss the test result.

It is the Safety Sensitive Individual's responsibility to contact the MRO within 24 hours upon receiving a

message from the MRO to return a telephone call. Upon notification of the Safety Sensitive Individual by the Town of Middleborough that the Safety Sensitive Individual must contact the MRO, the Safety Sensitive Individual must contact the MRO within 24 hours. Failure of the Safety Sensitive Individual to contact the MRO within this time frame will result in a final determination of the result of the presumed positive drug test result without input from the Safety Sensitive Individual.

Alcohol Testing Procedures

Alcohol testing will be performed in accordance with then-current DOT regulations utilizing approved testing equipment and technicians. Breath Alcohol Technicians (BATs) are those individuals who have completed mandatory training on required collection and testing procedures and on the proper operation of equipment and approved alcohol testing procedures. Final confirmation testing will be conducted on an Evidential Breath Testing device (a breath testing device approved by the National Highway Traffic Safety Administration) which is on the "Conforming Products List of Evidential Breath Measurement Devices", or with other devices and procedures as may be authorized by the DOT in the future.

There are two types of breath tests that are to be administered, an *initial screening test*, and a *confirmation test*.

The Initial Screening Test

The first type of test is an initial screening test that is conducted using a DOT authorized alcohol testing device by approved collection personnel. Any result less than 0.02 BAC is considered a negative test and no further screening is conducted. If the initial screening test is 0.02 BAC or greater, an Alcohol confirmation test will be conducted.

The Confirmation Test

If the initial screening test is 0.02 BAC or greater, a confirmation test is performed by a BAT on an EBT following a specified procedure after a specified waiting period. The EBT will have the capability of printing out the evidential test result.

REFERRAL FOR SAP EVALUATION AND TREATMENT

If a Safety Sensitive Individual has a positive test result for drugs and/or alcohol, he/she must have an evaluation by a Substance Abuse Professional. This assessment will evaluate whether the individual needs assistance resolving problems associated with drug use and/or alcohol misuse. If treatment is prescribed, the Safety Sensitive Individual must complete the recommended program, before that individual is medically qualified to perform DOT Safety Sensitive activities. This requirement is independent of termination by one employer and re-hiring by another.

FINAL TEST RESULT

An Alcohol test result is a "Final Test Result" after the Alcohol Confirmation test.

A positive Drug test is Final after an individual with a positive Drug test result either: (1) does not request a Split Specimen Re-test within the time frame allowed, or (2) the requested re-test reconfirms the positive result.

CHANGING DOT REGULATIONS

DOT regulations change from time to time and it is the Town of Middleborough's policy to implement the new requirements as they become effective.

RECORDS

All Drug and Alcohol testing and related medical records and information will be maintained in a confidential manager and their disclosure shall be strictly limited to those with a need to know. Each Safety Sensitive Individual will have the right to have a copy of his/her Drug and/or Alcohol test result upon written request.

CONSEQUENCES FOR USE OF DRUGS AND MISUSE OF ALCOHOL (TERMINATION AFTER SECOND POSITIVE)

On First Positive

In all events of a positive Drug test result (including a refusal to test as defined elsewhere, after MRO review, but before a re-test if any) or an Alcohol test result with a BAC of 0.04 or greater (or a refusal to test), the Safety Sensitive Individual will have the following consequences. A request for a re-test for positive Drug test results will not delay the consequences.

- 1.) Not be permitted to perform safety sensitive activities.
- 2.) Be referred to a Substance Abuse Professional.
- 3.) Be required to complete prescribed treatment defined by the Substance Abuse Professional, if any.
- 4.) Be required to pass a return to duty test (or tests if both a Drug and an Alcohol test is required by the Substance Abuse Professional) before safety sensitive activities are resumed.
- 5.) Be placed in a follow-up testing program until completed.

On A Second Positive Result

On a second positive Final Alcohol Test Result, or a second positive Final Drug Test Result, the individual will be medically unqualified to perform his/her job responsibilities and the employee or contractor relationship will be terminated. The individual will be advised of resources available in dealing with drug and/or alcohol issues.

OTHER CONSEQUENCES AS A RESULT OF THIS POLICY

As independently authorized, a Safety Sensitive Individual sent out for a reasonable suspicion test will be required to accept Town of Middleborough arranged transportation, or arrange for independent transportation home. Refusal to accept independent transportation may result in immediate dismissal.

OTHER ADMINISTRATIVE CONSEQUENCES

If a Safety Sensitive Individual has a BAC of 0.02, but less than 0.04, he/she will not be permitted to perform safety sensitive activities for one shift, which will be no less than 24 hours. If no appropriate non-Safety Sensitive work is available based on Town of Middleborough's independent authority, the Safety Sensitive Individual will be placed on a leave of absence. The Town of Middleborough may require the Safety Sensitive Individual to discuss the situation with the SAP.

FINANCIAL ISSUES FOR THE SAFETY SENSITIVE INDIVIDUAL

Town of Middleborough will be responsible for the expense of the first return to duty drug and/or alcohol test after a first positive test result. The expense of any additional return to duty tests will be the responsibility of the Safety Sensitive Individual.

The Town of Middleborough will be responsible for the expense of the Substance Abuse Professional services to determine if the individual needs help in dealing with a drug or alcohol test result, follow-up test monitoring, and additional required services after completion of a treatment program, if any.

After a positive drug test result, or an alcohol test result of 0.02 or greater, the individual will be either given non-safety sensitive duties to perform or placed on an unpaid leave of absence at the option of the Town of Middleborough. If a split specimen re-test is performed and that re-test does not confirm the positive test result, back pay will be provided if the individual was on an unpaid leave of absence.

The cost of all follow up tests will be at the expense of the Safety Sensitive Individual. This follow up testing program will continue for up to sixty months. Individual tests must be paid for in advance of notification.

If the Safety Sensitive Individual requests a re-test of the split portion of the drug test urine collection, it will be at his/her expense unless the re-test does not reconfirm the original positive test result.

If any treatment is prescribed, any cost not covered by insurance, if any, will be at the expense of the individual.

If an individual needs to get a medical opinion in a shy bladder or shy lung situation, the expense of this required activity is at the expense of the individual.

DRUG FREE WORKPLACE ACT OF 1988

Additional elements of this policy required to meet the Drug Free Workplace Act of 1988 are listed below:

Unlawful manufacturing, distribution, dispensation, possession or use of a controlled substance on Town of Middleborough premises or while conducting Town of Middleborough business off Town of Middleborough premises is prohibited.

Employees must report any conviction under a **criminal** Drug statute for violations, including a plea of "no contest", occurring on or off Town of Middleborough premises while conducting Town of Middleborough business. This written notification must be provided within five days of the conviction. This notification must be in writing, signed by the employee. Any employee may be discharged upon conviction of a felony involving the possession of or a transaction in illegal Drugs, regardless of where the unlawful activities took place.

IDENTITY OF CONTACT PERSON

The individual that may contact regarding this program is the Town of Middleborough's Drug and Alcohol Program Manager, or other individual identified here: Christopher Peck, Director, Department of Public Works, 48 Wareham Street, Middleborough, MA (508) 946-2481. This individual is designated as a contact to answer questions about this policy and the program in general.

MRO services are provided by:

Custom – Drug Testing, Inc. Medtox
3 Perry Place
Auburn, MA 01501
Toll-Free Number 1 - 888-832-5990
Fax Number 1 - 508 – 519 – 8020
Seth Portnoy, D.O.
Total Compliance Network/MRO Services
5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, FL 33309

Substance Abuse Professional services are provided by:

Massachusetts Interlocal Insurance Association
1-800-451-1834

NOTICE TO SAFETY SENSITIVE INDIVIDUALS

All safety sensitive employees and contractors per DOT regulations are required to be in a Drug and Alcohol testing program, including random testing starting January 1, 1996. These employees/contractors are subject to Drug and Alcohol testing in the following situations:

- Pre-employment
- Post-accident
- Reasonable suspicion
- Random
- Return to duty
- Follow-up

In addition to Alcohol which has required hours of prohibition, the following drugs are prohibited at all times:

- Amphetamines
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

The Town of Middleborough has a comprehensive DOT Drug and Alcohol policy, and general program information that explain the requirements of the regulation and the Town of Middleborough's policy and procedures with respect to meeting these requirements which will be provided to the Safety Sensitive Individual.

EMPLOYEE ASSISTANCE PROGRAM

Employee Assistance Program (EAP) services are provided by MIIA EAP for all Town of Middleborough employees, including safety sensitive individuals. Any person who believes he/she may have a substance abuse or dependency problem is urged to call MIIA EAP in complete confidentiality and without a charge for services, for advice and appropriate referrals at: 1-800-451-1834.

DOT DRUG AND ALCOHOL PROGRAM INFORMATION

FHWA PROGRAM

Due to the changing nature of State and/or Federal laws and regulations, the information presented is intended to comply or exceed current mandates and is subject to change without notice.

Introduction

New Department of Transportation rules were issued on February 15, 1994, as an outgrowth of the Omnibus Transportation Employee Testing Act of 1991, that expand drug testing requirements and add alcohol testing of DOT safety-sensitive employees and contractors (herein Safety Sensitive Individuals). This information reflects the implementation of the new requirements.

These regulations now require comprehensive drug and alcohol testing programs for safety sensitive employees of all companies, municipalities, state and federal government operating under the federal DOT, including: FHWA, FAA and FTA. These safety sensitive employees total about 6.8 million individuals in the U. S.

The Drug and Alcohol Program Policy

The DOT Drug and Alcohol testing policy defines many important details in the program. Drug and Alcohol testing situations, consequences for testing positive, etc. The policy describes important issues of how the program affects Safety Sensitive Individuals.

Drug and Alcohol Testing

DOT mandated Drug and Alcohol testing will start January 1, 1995 for operating organizations (companies, municipalities, etc.) with 50 or more covered individuals, or organizations that have contractual relationships with these employers, and on or before January 1, 1996 for all remaining operating organizations.

Alcohol testing will be performed by using devices and procedures approved by then-current DOT regulations.

Drug and Alcohol Program Manager

The Town of Middleborough will have an individual identified as the Drug and Alcohol Program Manager. He/she is the individual the Safety Sensitive Individual will contact regarding questions the Safety Sensitive Individual may have regarding the policy and other issues relating to the Drug and Alcohol testing program.

Driver Cards

For FHWA drivers, Driver's Cards are to be issued to Safety Sensitive Individuals that are enrolled in the program. The card should be kept in his/her wallet with his/her Medical Card. Each driver should have an unexpired driver's card. If they are expected to perform, or be **available for** driving, and a Safety Sensitive Individual does not have a current driver's card, contact the Town of Middleborough's Drug and Alcohol Program Manager.

Driver's Drug and Alcohol Background Research

All employers must conduct a research activity on all applicants regarding their positive Drug and/or Alcohol

testing history for all companies in which the individual worked in the past two years must be conducted. This activity is performed to determine if the applicant has completed all return-to-duty testing, follow-up testing, had an assessment for chemical dependency by a Substance Abuse Professional, and completed treatment if required.

The Town of Middleborough will have 14 days to obtain this information, otherwise Safety Sensitive Individuals are to be removed from safety sensitive activities.

The release of this information may take the form of personal interviews, telephone interviews, letters, or any other method of obtaining information that ensures confidentiality. Each employer must maintain a written, confidential record with respect to each past employer contacted.

Confidentiality

All drug and alcohol test results will be kept confidential and under lock and key.

Collection Site(s)

The Town of Middleborough has one or more assigned collection sites for Drug and/or Alcohol testing. The Town of Middleborough will also have an assigned after hours collection procedure.

Shy Bladder/Shy Lung

If an individual fails to provide an adequate amount of urine (or breath for an alcohol collection) at a collection site, the collector will note that fact in the Remarks section. After notification of this event to the Drug Program Manager, the Drug and Alcohol Program Manager shall direct the individual to obtain, as soon as practical after the attempted provision of urine or breath, an evaluation from a licensed physician **who is acceptable to the Town of Middleborough** concerning the employee's medical inability to provide an adequate amount of urine. If the physician determines that there was a reasonable reason for the shy lung or bladder, it shall be provided to the company in writing, and the test is canceled. Otherwise, the test will be recorded as a "refusal to submit".

Refusing a Drug or Alcohol Test

Any refusal for a test of any kind must be documented. For an employee or contractor, it is equivalent to a positive test result.

There are other events that are considered to be a test refusal, such as a failure to report to the collection site in a timely manner. It is important to note that the time marked on the collection form may be later than when the individual arrived at the collection site. For example, if an individual indicates that he/she is not ready for a specimen collection, the collector may not start the process. If there is a problem with a timely arrival at the collection site, the Town of Middleborough may find it necessary to contact the collector directly

at the site.

Post Accident Testing

Reference: Town of Middleborough: Policy Document

If any one of the following conditions is met for an individual actually performing DOT safety sensitive functions for the Town of Middleborough must attempt to have post accident drug and alcohol tests.

- A fatality has occurred within 32 hours of the accident.
- A citation was received within 32 hours of the accident by the driver and an injury occurred requiring medical treatment away from the scene of the accident.
- A citation was received within 32 hours of the accident by the driver and either vehicle required towing from the scene of the accident.

IMPORTANT! If a citation was not given to the driver or if there was no fatality, do not have a post accident test performed "just in case".

The Town of Middleborough must take steps to have the Safety Sensitive Individual tested as soon as possible after an accident.

If these conditions are met, the Safety Sensitive Individual should follow these steps:

1. Call the Town of Middleborough at (508) 946- 2481 to report the accident. Follow the internal procedures for reporting an accident. The Safety Sensitive Individual must let them know where they can be reached. Record the date and time of the accident.
2. Report the accident as required by State or Federal law.
3. Call the designated individual for reporting an accident for further information. If you have exhausted all possibilities with the Town of Middleborough, call Custom Drug Testing, 3 Perry Place, Auburn, MA - 1-888-832-5990 to request information on how to conduct post accident testing. Report that this is a **POST ACCIDENT EMERGENCY** and leave a telephone number where you can be contacted.

Post Accident Collection Delays

The Town of Middleborough will also maintain a written record as to why an alcohol test was not performed within two hours after the accident. The Town of Middleborough will cease any attempt at post accident alcohol testing after eight hours and will maintain a record as to why the alcohol test was not administered. The Town of Middleborough will cease any attempt at a post accident drug test after 32

hours and will maintain a record as to why the drug test was not administered.

Reasonable Suspicion Drug and Alcohol Testing

The Town of Middleborough will require a Drug and/or Alcohol test if at least one supervisor (or other designated person), who has been trained to identify situations where reasonable suspicion tests are required, has identified a situation that may result in a reasonable suspicion test.

Removal From Driving Duty

If through the supervisor's independent observation the Safety Sensitive Individual appears to be subject to reasonable suspicion testing, the supervisor shall remove such a Safety Sensitive Individual from service until and alcohol and/or substance abuse test result is received.

All employers that perform substance abuse testing will perform tests in situations of reasonable suspicion and post accident for all covered Safety Sensitive Individuals. In cases, where such testing is required after appropriate documentation, the standard Drug and/or Alcohol test will be administered to the individual at the normal collection site. In cases, where the individual refuses testing, it will be treated as a positive test result.

Special Steps in Reasonable Suspicion Testing

The employer should take reasonable measures to insure the safety of the public and the individual by ensuring that he or she is transported home by either a supervisor or family member. If the individual insists upon driving on his/her own, the employer should consider taking steps to terminate that individual on the spot.

If management feels that emergency medical service is required, they should act on their best judgment.

Random Testing

Specific individuals selected for random testing and testing dates are unannounced and are with unpredictable frequency throughout the year. At each draw, each pool member has an equal chance of being selected for testing. As a practical matter relating to random selections, certain individuals will be selected multiple times and others very infrequently, if at all over a period of years. After an individual is selected randomly, his or her name is returned to the pool for possible future selection and the chance of being selected in the future will not be changed.

Notification of Random Selections

Once a Safety Sensitive Individual is notified, he/she shall immediately proceed to the collection site without delay. The Town of Middleborough will compare the time of notification with the collection time to verify if the individual proceeded as directed.

Return to Duty Testing and Follow-Up Testing

Reference: Town of Middleborough's Policy Document.

Return to duty and follow up tests are provided for individuals that test positive that are not otherwise terminated.

When An Individual Is Sent Out For A Drug And/Or Alcohol Test

The Drug and Alcohol Program Manager should call the collection site to schedule an appointment for the drug/alcohol test. They are to be informed that Town of Middleborough's program is with Custom Drug Testing, 3 Perry Place, Auburn, MA. The individual selected must have the following information before he/she goes to the site:

- A chain of custody requisition form (the large laboratory form)
- Alcohol testing instructions (if an alcohol test is required)
- A picture ID, such as a driver's license
- Directions to the collection site
- The individual should be advised to have a glass or two of water before leaving for the testing site.

In the case of a "shy bladder", the individual will have to wait as long as two hours at the collection site after the first attempt until he/she can provide an adequate urine specimen. After that period, they must provide a valid medical reason for the "shy bladder" which must be substantiated by a medical doctor.

Split Urine Samples & Retesting Of Positive Drug Test Results

All urine samples will be collected utilizing the split sample method.

If a driver has a positive drug test result after Medical Review Officer (MRO) review, the driver will have the option to have the split specimen portion retested at any DHHS certified laboratory of his/her choice. This option can only be selected within 72 hours upon notification by the MRO or there will be no opportunity for a re-test. If this option is selected, the driver must verbally notify Morton Custom Drug Testing, 3 Perry Place, Auburn, MA at 1-888-832-5990 or the MRO of the request of the re-test and send written notification to

Custom Drug Testing, 3 Perry Place, Auburn, MA at 1-888-832-5990 with the requested DHHS certified laboratory name, location, address and telephone number, or the statement that the driver will accept any other DHHS certified laboratory, along with full payment of the then current re-test fee. The driver must send a copy to the Town of Middleborough's Drug and Alcohol Program Manager. Although the thresholds of the presence of a prohibited substance will be as mandated by the DOT, presently, the threshold for a re-confirmation is at any detectable presence.

Medical Review Officer

A Medical Review Officer (MRO) will be used to review Drug Test Results. When there is a "presumptive positive", the MRO contacts the tested individual to see if there is a medical reason for the positive result. The MRO then determines whether a "presumed positive" is a reportable positive or negative.

The following services are provided by the MRO:

- Receipt and review of all drug test results and chain of custody forms from laboratory and collection site.
- Telephone interview with individuals with a presumed positive.
- Review of medical history and all relevant biomedical information.
- Storage of test results.

INFORMATION CONCERNING THE EFFECTS OF ALCOHOL AND CONTROLLED SUBSTANCES USE ON AN INDIVIDUAL'S HEALTH, WORK AND PERSONAL LIFE

The impact of drug and alcohol use in the workplace is more than just causing harm to the health and safety of the user. Drug use and alcohol misuse decreases the user's performance and the performance of co-workers who rely on that user. Impaired judgment, carelessness and lack of coordination cause more accidents, which put the safety and lives of the user and co-workers at risk. Co-workers may become frustrated trying to help the user by covering up, taking on additional work or lending the user money. The result of this frustration is decreased morale and distrust as co-workers become tired trying to help, and supervisors become suspicious of increased absenteeism, tardiness, lowered job efficiency, etc.

Alcohol (A Non-Controlled Substance) And Its Effects

Alcohol is a legal substance that is widely used, and unfortunately, misused. While it is important for your safety, the safety of your co-workers and the general public to continue to be very concerned about the

significant dangers of drugs, the abuse of alcohol has a major impact on the safety of those individuals as well. The number one substance found in drivers of commercial vehicles in fatal accidents is alcohol (the second most prevalent substance is marijuana).

The significance of alcohol misuse among the American population is borne out by statistics:

- It is estimated that 3-10% of all Americans have an alcohol related problem, depending upon how alcoholism is defined.
- 25% of all hospital admissions in the United States are related to alcohol misuse.
- 2-3% of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- 40% of family court cases are alcohol problem related.
- Two-thirds of all homicides are committed by people who drink prior to the crime.
- More than 60% of burns, 40% of falls, 69% of boating accidents and 76% of private aircraft accidents are alcohol related.

Alcohol abusers are costing companies, health care organizations and the general public tens of thousands of dollars each year in poor quality products, health care costs, workers compensation costs, and unemployment costs. More importantly, these abusers are costing innocent lives.

The National Institute on Alcohol Abuse and Alcoholism has estimated that 50% of the people with job performance problems suffer from alcohol related problems. The rationale underlying employer's approach to alcohol abuse in the workplace is that any alcohol abuser, even one in the early stages of abuse, will tend to exhibit a pattern of deteriorating job performance that will eventually affect not only the abuser, but his or her co-workers, and the general public.

Unless detected early on, alcohol use in the workplace can lead to a series of costly and potentially dangerous situation, including:

- *Absenteeism*-Tardiness and excessive use of sick time.
- *Lower Productivity*-Studies have shown that an alcohol abuser works at only two-thirds of his/her

actual work potential.

- *Poor Work Quality*-Shoddy work, rework and material waste may be evident. For drivers it means decreased mental and physical agility and concentration.
- *Poor Morale*-Chronic alcohol misuse often creates wide mood swings, anxiety, depression and anger. Non-drinking co-workers often see alcohol users as poor team workers and safety hazards.
- *Increased Number of Accidents and Near Misses*-Impaired individuals are 3-6 times more likely to be involved in on-the-job accidents or near miss incidents. A person who is legally intoxicated is six times more likely to have an accident than a sober person.
- *Equipment Problems Due to Negligence*-Alcohol misuse often leads to inadequate maintenance of machinery or equipment because the individual has lost interest or is hoping their equipment will not work to avoid working themselves.

Drugs (Controlled Substances) And Their Effects

Substance abuse is a national problem that negatively impacts every American. It not only affects individual users and their families, but it also presents new and increasing dangers in the workplace. One in six working Americans has a drug related problem. Employees who use drugs are 33% less productive, 500% more likely to be involved in an on-the-job accident, 500% more likely to file a worker's compensation claim, 250% more likely to have an absence exceeding eight days, significantly more likely to be involved in employee theft and 360% more likely to injure themselves or another person in the workplace.

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As with alcohol abuse, drug use can lead to a series of costly and potentially dangerous problems in the workplace, including:

- *Absenteeism*-Tardiness and excessive use of sick leave.
- *Staff Turnover*-Substance-abusing employees have disorganized lives. Many quit rather than face detection. Others transfer or are fired because of poor or unsafe performance.
- *Lower Productivity*-As with alcohol abusers, substance-abusing employees often do not maintain their equipment either because they have lost interest in their job, or look forward to having equipment declared out of service as a means of avoiding work.
- *Equipment Breakdown*-Again, substance-abusing employees often do not maintain their equipment, either because they have lost interest in their job, or look forward to having equipment declared out of

service as a means of avoiding work.

- *Poor Work Quality*-Shoddy work, rework and material waste may be evident. For drivers, increased mental and physical agility and concentration caused by increased cargo damage or passenger complaints, missed schedules, incomplete or lost shipments and more traffic accidents.

ACKNOWLEDGE OF RECEIPT OF THE TOWN OF MIDDLEBOROUGH'S DRUG AND ALCOHOL POLICY RELATED TO THE DOT REGULATIONS

I hereby certify that I have received the Town of Middleborough's Drug and Alcohol Policy related to the DOT Regulations. I have been advised to read the Policy and I have been advised that I could ask the Town Manager any questions that I have about the Policy.

I have also received education materials that explain the Town's procedures with respect to FHWA Regulation part 382, Drug and Alcohol Use and Testing and information on the dangers of Alcohol and Drug abuse and other related subjects.

Employee Name

Date

Employee Signature

Witness

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, 2014
Expires: June 30, 2015

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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 prorated 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 prorated 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 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 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. Regular workday: Workdays shall be 8:45 A.M. to 5:00 P.M. with one (1) hour for lunch for clerical employees, EXCEPT those employees who work staggered shifts will continue as previously agreed.

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 are eligible for a pay increase under the conditions described in Section b or, in the alternative, sick leave buyback as described in section c.

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.

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.

Effective the first full pay period after July 1, 2014, the wage schedule will be increased by 2% (two percent). After the 2% is applied, the hourly rate for the COA positions of Social Daycare Director and Social Daycare Activity Director will be increased by \$2.00/hour and the Activities Assistant will be increased by \$.50/hour effective July 1, 2014 to implement the results of the comparability review agreed to by the parties in the 2013-14 Contract.

- 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 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.

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.

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
Termination

Section 1. The term of this Agreement shall be from July 1, 2014 through June 30, 2015. In the event that the Town voluntarily agrees to provide any Town side bargaining unit with a more generous base salary increase in FY 14 than the 2% provided to the Union, the Town agrees to reopen bargaining on that issue only with the Union if the Union so requests. No bargaining unit in the Middleborough Gas & Electric Department constitutes a Town side bargaining unit for the provisions of this section.

Section 2. - 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.

FOR THE TOWN OF MIDDLEBOROUGH

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

DATED:

DATED:

CLERICAL SALARY SCHEDULE EEFECTIVE JULY 1, 2014 (APPENDIX A)

Clerical Salary Chart effective July 1, 2014									
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	17.7275	18.5643	19.4025	20.2471	20.8541	21.4799	22.1245	22.7883	23.4719
Junior Clerk	16.3403	17.1739	18.0108	18.8469	19.4128	19.9951	20.5947	21.2126	21.8491
Clerk	14.9546	15.7849	16.6184	17.4540	17.9777	18.5174	19.0723	19.6445	20.2339

Clerical Salary Chart effective July 1, 2013									
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	19.5614	20.4848	21.4095	22.3417	23.0114	23.7020	24.4131	25.1456	25.9000
Junior Clerk	18.0306	18.9504	19.8740	20.7965	21.4210	22.0635	22.7251	23.4069	24.1093
Clerk	16.5016	17.4179	18.3374	19.2596	19.8374	20.4329	21.0453	21.6768	22.3270