COPY

AGREEMENT

Between

TOWN OF NANTUCKET

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

In behalf of the

NANTUCKET MEMORIAL AIRPORT EMPLOYEES

Of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

JULY 1, 2007 – JUNE 30, 2010

TABLE OF CONTENTS

PAGE

AGREEMENT....3

ARTICLE 1 UNION RECOGNITION....3

ARTICLE 2 SEASONAL AND CASUAL EMPLOYEES....3

ARTICLE 3 NONDISCRIMINATION....4

ARTICLE 4 DISCIPLINE, GRIEVANCE AND ARBITRATION PROCEDURES....4

ARTICLE 5 SENIORITY....6

ARTICLE 6 PROMOTIONS....7

ARTICLE 7 HOURS OF WORK....8

ARTICLE 8 OVERTIME....8

ARTICLE 9 UNION REPRESENTATIVE....10

ARTICLE 10 HOLIDAYS....10

ARTICLE 11 VACATIONS....11

ARTICLE 12 SICK LEAVE....12

ARTICLE 13 BEREAVEMENT LEAVE....13

ARTICLE 14 INSURANCE....14

ARTICLE 15 RETIREMENT....14

ARTICLE 16 MANAGEMENT RIGHTS....14

ARTICLE 17 WORKERS COMPENSATION....15

ARTICLE 18 NO STRIKE CLAUSE....15

ARTICLE 19 DISCIPLINARY NOTICES....15

ARTICLE 20 PERSONAL LEAVE AND LEAVE OF ABSENCE....16

ARTICLE 21 RAINWEAR, UNIFORMS AND TURNOUT GEAR....17

ARTICLE 22 JURY DUTY....18

ARTICLE 23 WAGES....18

ARTICLE 24 SHIFT DIFFERENTIAL....19

ARTICLE 25 LONGEVITY....19

ARTICLE 26 UNION CHECK-OFF....20

ARTICLE 27 SICK LEAVE BANK....21

ARTICLE 28 DURATION OF AGREEMENT....22

ARTICLE 29 ENTIRE AGREEMENT....22

ARTICLE 30 INVALIDITY OF A PROVISION....23

ARTICLE 31 SEXUALHARASSMENT....23

APPENDIX "A" – WAGE SCHEDULE....24

APPENDIX "B" - RULES AND REGULATIONS GOVERNING EMPLOYEES AT NANTUCKET MEMORIAL AIRPORT....26

APPENDIX "C" – DRUG AND ALCOHOL POLICY....27

APPENDIX "D" - SEXUAL HARASSMENT POLICY....28

APPENDIX "E" - SICK LEAVE BANK POLICY AND PROCEDURE....31

AGREEMENT

THIS AGREEMENT made and entered into by TOWN OF NANTUCKET, NANTUCKET MEMORIAL AIRPORT, NANTUCKET, MASSACHUSETTS, hereinafter referred to as the "EMPLOYER" and LOCAL 1060 OF THE LABORERS' DISTRICT COUNCIL OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, hereinafter referred to as the "UNION", 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 differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1
UNION RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours and other conditions of employment for all employees of the Nantucket Memorial Airport, Town of Nantucket covered by this Agreement, as recognized by the Employer on July 15, 1986, including security personnel, except those employees set forth in Article 2 (2.1), (2.2), and excluding office clerical, supervisory, professional employees. It specifically excludes airfield supervisor, and terminal coordinator.

1.2 The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining on behalf of those employees covered by this Agreement.

ARTICLE 2
SEASONAL AND CASUAL EMPLOYEES

2.1 SEASONAL EMPLOYEES:

Those employees hired to work for six (6) months or less performing short-term or seasonal duties shall not be subject to the collective bargaining agreement.

2.2 CASUAL EMPLOYEES:

Casual employees shall be those employees hired in excess of the regular crew for emergency, fill-in or other irregular work. Casual employees shall not be subject to this collective bargaining agreement.

ARTICLE 3
NONDISCRIMINATION

There shall be no discrimination by the Employer against any employee in the bargaining unit, as herein described because of membership in the union.

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin, or age.

ARTICLE 4
DISCIPLINE, GRIEVANCE AND ARBITRATION PROCEDURES

4.1 The steps in the progressive discipline process are as follows, each step to be signed off by the employee to acknowledge receipt only but not to acknowledge guilt.

a) **Counseling.** The supervisor will meet with the employee to provide prompt recognition of a problem and suggestions for correction in an effort to eliminate the need for further discipline. If counseling does not correct the problem, the supervisor is expected to continue addressing the problem through verbal warning, written warning(s), and, if warranted, discharge. Severe infractions such as insubordination, safety violations, racial or sexual misbehavior should go directly to a written warning or stronger discipline.

b) **Verbal Warning(s).** The supervisor should describe to the employee the actions or behaviors that are unacceptable, the changes expected, and the consequences if the employee fails to respond positively. The supervisor should document this discussion.

c) **Written Warning(s).** If improvement does not occur within a reasonable amount of time, the supervisor should issue a written warning to the employee describing the actions or behaviors that are unacceptable, the changes expected, the corrective actions and the timetable required, and the consequences, including discharge, if improvement does not occur. A copy of the written warning notice, signed by the employee and the supervisor, should be placed in the employee's file.

d) **Discharge.** If all the steps in the disciplinary process have taken place, reasonable time for improvement has been given, and there has been no improvement, discharge may occur.

4.2 **GRIEVANCE PROCEDURE:**

A grievance is a dispute between the parties or between the Employer and an employee pertaining to the interpretation and/or application of this agreement.

a) Whenever any employee has a grievance, the following procedure shall be followed:

Step 1. The employee involved and/or the Union representative shall first discuss the matter with the department head, not later than 3 working days after the incident giving rise to the grievance or complaint occurs. A serious effort shall be made to resolve the problem at that time.

Step 2. If a satisfactory adjustment cannot be made between the employee and the department head, the employee and/or the Union representative shall, within **10** working days from the date of the discussion in Step 1, prepare a signed statement, and submit it to the Airport Manager. This statement must also contain a signed statement that the maker has been taken up with the department head.

Step 3. The Union will then try to adjust the matter with the Airport Manager or his representative. The Airport Manager will provide his answer in writing within **10** working days of the submission of the signed statement set forth in Step 2.

Step 4. A decision of the Airport Manager can similarly be appealed within **ten (10) working** days to the Airport Commission.

b) In the event of any failure to comply with the provisions of this article, the grievance shall be dismissed and shall not be valid under this grievance procedure. Time limits may be extended by mutual written agreement.

4.3 **ARBITRATION PROCEDURE:**

4.3.1 Should a grievance not be resolved in the grievance procedure, the Union may submit the grievance for arbitration no later than 30 calendar days following the Employer's response or failure to respond in the last Step of the grievance procedure. Only the Union and the Employer may submit grievances to arbitration. In the case of a Employer grievance, it shall be initiated at Step 3 of the grievance procedure. The Arbitrator shall have no jurisdiction to hear or decide any grievance not submitted within the time limits herein provided.

4.3.2 The submission to Arbitration by either party shall be written notice to the other and shall have attached thereto the written grievance.

4.3.3 If the parties' representatives cannot mutually agree on an Arbitrator within ten (10) working days after the notice to arbitrate, the grieving party may request a panel of arbitrators from the American Arbitration Association or the Massachusetts Board of Conciliation as mutually agreed upon by both parties, from which the Arbitrator will be selected under the selection procedures then in force at the Association.

4.3.4 Each side shall bear its own expenses of arbitration except that the fees and expenses of the Arbitrator shall be borne equally.

4.3.5 The Arbitrator shall have no power to add to, or subtract from, or alter or amend any provision of this Agreement.

4.3.6 Issues subject to any other statutory right of appeal shall not be the subject of grievance or arbitration under this Agreement.

Grievances remaining unsettled after having been fully processed pursuant to the provisions of this Article 4 shall be submitted to a single Arbitrator from the list of the AMERICAN ARBITRATION ASSOCIATION or the MASSACHUSETTS BOARD OF CONCILIATION as mutually agreed by both parties, and the matter shall be arbitrated in accordance with the rules of the American Arbitration Association. The matter shall be submitted for adjudication under this Article (4.3) upon the request of the Union, the Employer, or both, but not by an individual employee, provided such request is made within **30** working days after decision of the Employer or of the Union has been given to the other party (4.1). The Employer shall have equal rights with the Union to initiate appeal or arbitration procedures Under the Agreement, and may refer to appeal or Arbitration any controversy, which divides the parties. The cost of the Arbitrator and cost of the submission fees shall be borne equally by the Employer and the Union. The decision of the Arbitrator shall be final and binding upon both parties, however, the Arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement.

ARTICLE 5
SENIORITY

5.1 **PROBATIONARY PERIOD.** All new employees shall be hired on a three hundred and sixty (360) calendar day probationary period and shall work under the provisions of this Agreement, within which time they may be dismissed without recourse by the Union.

5.2 In the event of a layoff, regular full-time employees shall be laid off in order of seniority within a given classification. Recall shall be in the inverse order of layoff within a given classification. All part-time, seasonal or emergency employees shall be laid off before full-time employees.

5.3 Only regular full-time employees shall accrue seniority. Seniority shall be defined as the regular full-time employees' length of continuous service for the Town of Nantucket Memorial Airport, commencing with the date he/she was hired as a regular full-time employee excluding all time that he/she may have worked as a part-time or as a temporary or as a casual employee. All seniority established for regular full-time employees as of the signing of this Agreement shall be established seniority for employees. With respect to any regular, full -time employee hired July 1, 1980 or thereafter, in cases where two (2) or more regular full-times are hired on the same day, seniority shall be determined by the first initial of the last name in such case, whichever full-time employees' initial comes first shall have the greater seniority.

Seniority shall be lost and employment will automatically terminate in the event of a break in the regular employee's service with the employer, caused by any of the following:

a. Discharge.

b. Voluntary quit.

c. Failure to return to work on the employee's first scheduled work day after the expiration of any leave of absence unless for good cause, substantiated in writing as beyond the control of the employee.

d. Layoff for lack of work for more than twelve (12) consecutive months.

e. Physical and/or mental disability which creates an inability to perform all of the duties required of an employee for twelve (12) consecutive months.

Seniority shall not be lost and employment shall not automatically terminate in the event of a break in service due to an employee's military service.

ARTICLE 6
PROMOTIONS

6.1 Job openings to a higher paying job within the classifications of work covered by this Agreement shall be filled as follows: such job openings shall be posted for a period of five (5) days. All non-probationary employees shall have an opportunity to apply for promotion. If no employee has the necessary qualifications to perform the required work, the Employer may fill the position from outside the bargaining unit.

6.2 **Lateral Transfers** – Present qualified bargaining unit employees will be offered first choice. If no qualified bargaining unit employees apply, Management, at their discretion, shall fill the job from other sources. These powers shall not be used arbitrarily or capriciously.

ARTICLE 7
HOURS OF WORK

7.1 The regular work week for employees covered by this Agreement, excluding part-time employees, shall consist of five (5) consecutive, eight (8) hour days, Monday through Sunday inclusive, to be followed by two (2) consecutive days off. In the event of emergencies, snow storms, Acts of God, etc. the normal hours of work as set forth herein may be extended.

7.2 Except in the case of emergency or State or Federal Regulatory changes, an employee shall be given a two (2) week (14 days) notice prior to a shift change.

7.3 The Employer shall have the right to determine the number of shifts reasonably necessary to operate the airport.

7.4 Regular, permanent full-time employees shall be entitled to two (2) consecutive days off during a workweek.

7.5 Employees shall be scheduled to work having a minimum of eight (8) hours between each shift scheduled.

7.6 All employees are required to punch in and punch out on time clocks for work. If an employee punches in late for work, a supervisor must sign off on the timecard to avoid being docked.

7.7 Management shall reimburse employees for any fees that are required to obtain any special licenses that are required to operate equipment.

ARTICLE 8
OVERTIME

8.1 A regular Employee called back to work on the same day after having completed his assigned work day and left his place of employment, and before his next regularly scheduled starting time, shall be paid at the rate of time and one-half (1 ½) hours worked outside of his regular shift on recall.

Recall Guarantee shall be:

Before Midnight.....Two (2) hours
After Midnight to 7:00 a.m..... Three (3) hours, provided recall is worked outside of employee's regular shift.

There shall be no pyramiding of overtime. (Overtime is counted as additional hours worked per day only and will not be counted as additional hours worked per normal work week.)

8.2 All time worked in excess of forty (40) hours in any one (1) week shall be paid for as overtime at the rate of time and one-half (1 ½) the employee's regular, straight time, hourly rate of pay (Article 24).

8.3 In the event a regular, full-time employee is absent from his work one (1) day or more, the Employer may fill such position temporarily. The Employer shall first give the regular full-time employee(s), who are not working that day and who are available for work, the opportunity to perform such work.

8.4 Employees required to work on Sunday, except those normally scheduled to work on Sunday, shall be paid time and one-half (1 ½) their regular straight time hourly rate of pay (Article 24) for all hours worked that day. There shall be no pyramiding of overtime.

8.5 There shall be no change in the workweek to avoid payment of overtime.

8.6 Overtime shall be divided as equally as possible among those employees within the particular department.

8.7 Overtime shall be granted by seniority in rotation except, when overtime has been twice consecutively refused by an employee. That employee's name shall be placed last in rotation.

8.8 In the event that an insufficient number of employees within a classification voluntarily accept the assignment of overtime, management may direct and require employees to perform the work.

8.9 **COMPENSATORY TIME**. In lieu of overtime pay, a regular, permanent full-time employee who has worked in excess of forty (40) hours shall have the option of compensatory time at the rate of one and one-half hours(1 ½) for each hour worked over forty (40) hours, as approved by Management. Compensatory time off can be accumulated up to forty (40) hours total in any one (1) calendar year. Compensatory time must be scheduled two (2) weeks in advance. Failure to approve overtime is not arbitrable. Compensatory time must be used within the same calendar year as it is accrued and may not be carried over beyond three (3) months of the calendar year following ther calenday year in which it was accrued. If an employee is not allowed by management to use compensatory time, the employee shall be paid for any compensatory time which would otherwise be lost.

8.10 Employees will receive a montly accounting of their accrued compensatory balance.

ARTICLE 9
UNION REPRESENTATIVE

9.1 Any Steward selected, shall be a regular employee of the Employer from the bargaining unit covered by this Agreement. The Union shall immediately notify the Employer in writing of the selected Steward. The Union shall also notify the Employer as to the officers of the Union.

9.2 The Steward and/or any other Union officer, upon reasonable notice, may be excused from duty with pay for the purpose of meeting with employees to assist in Union matters so long as such time does not result in overtime.

ARTICLE 10
HOLIDAYS

10.1 The following State legal holidays shall be paid holidays and regular employees shall be entitled to holiday pay (10.2), if such employees work on the regular scheduled workday before and after the holiday and on the day of the holiday, if scheduled:

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

* ½ day shift before New Year's Day with prior approval
* ½ day before Christmas Day with prior approval

10.2 Regular full-time employees shall be entitled to be paid for eight (8) hours, or four (4) hours, whichever is applicable, at their straight time hourly rate of pay (10.1).

10.3 Employees who work on the holiday, or day celebrated as such, shall be paid for all hours worked at time and one-half (1 ½) their straight time hourly rate of pay.

10.4 To be entitled to holiday pay for the above-mentioned holidays, all employees must have completed ninety (90) calendar days of full-time employment.

10.5 No holiday pay if a Personal Day is taken before or after a holiday unless twenty – four (24) hours prior approval by a Supervisor.

ARTICLE 11
VACATIONS

11.1 All regular, full-time employees with one (1) year of continuous service with the Nantucket Memorial Airport, but who have not completed five (5) years of continuous service, shall be entitled to two (2) weeks vacation with vacation pay at their regular straight time hourly rate of pay (80 hours, 24.1). Such leave is earned and credited at .833 days per month for accounting purposes. One (1) week of this accrued vacation, with vacation pay, may be taken after six (6) months of continuous service with the Employer.

11.2 Regular, full-time Employees who have completed five (5) years of continuous service with the Nantucket Memorial Airport, shall be entitled to three (3) weeks vacation with vacation pay, at their regular straight time hourly rate of pay (120 hours, 24.1). Such leave is earned and credited at 1.25 days per month.

11.3 Regular, full-time Employees who have completed ten (10) years and over of continuous service with the Nantucket Memorial Airport, shall be entitled to four (4) weeks vacation with pay at their regular straight time hourly rate of pay (160 hours, 24.1) Such leave is earned and credited at 1.667 days per month for accounting purposes.

11.4 **ANNIVERSARY DATE OF EMPLOYMENT**: Years of employment for vacations shall be based upon the anniversary date employee was hired as a regular full-time employee, excluding all service worked as a seasonal, emergency, or part-time employee; and all service that has not been continuous without interruption. Any employee who leaves the department for other work, and is later rehired as a regular full-time employee, his anniversary year shall commence as of the new date of rehire. Anniversary year shall continue each succeeding year thereafter, providing service remains continuous and uninterrupted.

All permanent employees shall be entitled to vacation each year on the following basis:

Length of Service	Vacation Allowance
After 1 year, but less than 5 years	10 work days at .833 days per month
After 5 years, but less than 10 years	15 work days at 1.25 days per month
After 10 years, but less than 15 years	20 work days at 1.67 days per month
After 15 years	25 work days at 2.08 days per month

11.5 Any regular, permanent full-time employee shall be able to take not more than six (6) accrued days and carry those days to the next year to be used.

11.6 Vacations, or other time off, shall be granted by the department head at such time as, in its opinion, will cause the least interference with the performance of the regular work of the department. Vacations shall be scheduled at least fourteen (14) days in

advance so as to allow for adjustment of the posted schedule to cover the planned absence.

11.7 Employees shall be given a montly accrual of vacation time used and balance remaining.

ARTICLE 12
SICK LEAVE

12.1 Sick leave is provided to give relief to those workers who are genuinely ill. It is not intended nor shall it be used to extend vacations or other time away from work.

12.2 All regular full-time employees covered by this Agreement shall earn one and one-quarter (1 ¼) days' sick leave for each month worked (including vacation weeks), but not to exceed fifteen (15) days leave per year.

12.3 If the fifteen (15) days earned sick leave is not used in any particular year, it shall be allowed to accumulate to a maximum of one hundred eighty (180) days. Only regular working days shall be counted in computing sick leave.

12.4 Upon termination of employment of a regular, full-time employee with at least five (5) years of service (whether employer or employee makes the decision to terminate), said employee shall be paid one-half (1/2) of time accrued, not to exceed ninety (90) days.

12.5 Sick leave shall be accrued and paid at the hourly rate of pay then in existence when the employee is eligible to receive sick pay.

12.6 Employees who are absent because of sickness or accident for a period of more than three days shall be required to present a doctors certificate to their Department Head, stating the reason and the period of time the employee will be absent from work.

12.7 Overtime shall not be scheduled or paid in the same week when sick days have been taken, except in an emergency or when approved by Management, in writing, in advance.

12.8 Any employee who is known to work at any other employment while on medical (sick) leave or personal day is subject to disciplinary action up to and including termination.

12.9 Habitual use of sick leave to extend weekends or other time off is prima-facie evidence of abuse and is subject to disciplinary action.

12.10 Employees working for others who are filling a base rate (40 hour) shift, shall be paid at base rate.

12.11 Sick Leave Buyout: Any employee with at least ten (10) years of service shall be paid seventy percent (70%) of his/her accumulated sick leave at his/her date of retirement or resignation.

12.12 Employees become eligible for sick benefits after ninety (90) days of employment unless otherwise approved by management.

12.13 The Employer will buy back from the employee forty (40) hours of the current years unused sick time prior to the employee's new anniversary year at the employee's current rate of pay.

ARTICLE 13
BEREAVEMENT LEAVE

13.1 FUNERAL ON THE ISLAND:

In the event a death occurs in the regular employee's immediate family: (i.e.) spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother, sister, brother-in-law, and sister-in-law, regular employee will be paid up to a maximum of three (3) days at their regular straight time hourly rate of pay (24.1) to attend the wake and funeral, provided the wake and funeral fall on regular working day(s), and further provided, that the employee actually attends the wake and funeral.

13.2 FUNERAL OFF THE ISLAND:

In the event a death occurs in the regular employee's immediate family (13.1), regular employee will be paid up to a maximum of five (5) days at their regular straight time hourly rate of pay (24.1) to attend the wake and funeral, provided the wake and funeral fall on regular working day(s), and further provided, that the employee actually attends the wake and funeral.

13.3 Foster or adopted relationships of children, mother, father, grandparents, brother, sister, shall be covered as set forth in (13.1), (13.2).

13.4 In the event more than one (1) member of a family passes away at the same time, and the funerals fall within the same period of time then only one (1) Bereavement Leave Pay will be awarded under this Article.

ARTICLE 14
INSURANCE

14.1 Beginning in year one of this Agreement (July 1, 2007), the Employer agrees to pay eighty percent (80%) of the Blue Cross-Blue Shield Master Medical Plan health insurance premium for those regular employees who are participating in said plan.

Effective on July 1, 2007, the Employer agrees to also offer the Blue Care Elect Preferred Provider Plan as an alternative to the Master Medical Plan. The Employer agrees to pay ninety percent (90%) of the cost of the Blue Care Elect Plan, individual or family coverage, for those regular employees who are participating in said plan.

The Employer agrees that the Blue Care Elect Plan ("PPO") offered to employees will require only a twenty-five dollar ($25.00) co-pay by employees for emergency room visits and will provide a one (1) year transition period from the date the PPO Plan is implemented to 1.) pay the difference between in-network and out-of-network costs for any employee who, at the time the PPO Plan is implemented, is receiving treatment from a specialist provider whose services are currently covered under the Master Medical Plan but who is not covered under the PPO Plan, and 2.) pay the difference between the in-network and out-of-network costs for any employee whose primary care physician is enrolled in the PPO Plan but drops out of the PPO network at any time, for a one (1) year transition period following the date the physician drops out of the PPO network.

14.2 The Employer shall continue to provide health insurance in accordance with the provisions of M.G.L., Chapter 32B. Changes shall be made in accordance with Chapter 32B and Chapter 150E.

14.3 DENTAL PLAN: The Employer shall make available a dental plan for all regular, fulltime employees as is available to other Town employees. Said plan shall be funded without additional cost to the Airport. Premiums, if any, will be deducted from employee pay.

ARTICLE 15
RETIREMENT

15.1 The Employer agrees to continue to maintain the present retirement plan for the Regular Employees.

ARTICLE 16
MANAGEMENT RIGHTS

16.1 It is agreed that nothing in this Agreement shall limit the Employer in the exercise of its function of management, such as the right to hire new employees from any source it may decide, establish and change working schedules, determine the number of employees required, direct the working force, promote, transfer, discipline, suspend or discharge,

including but not limited to: failure to meet working standards, incompetence, contract violations, unexcused absence, use of intoxicating beverage, use of narcotics, theft, dishonesty, violation of safety standards, insubordination, failure to observe Employer Rules and Regulations (attached hereto and made a part hereof as Appendix "A"), to determine the number of employees required and hours of employment for such employees, to lay off employees for lack of work, shall without interference, determine the number and type of vehicular equipment to be operated, and shall conduct random drug and alcohol tests to determine fitness for duty in accordance with requirements of the CDL License. The right to maintain order and efficiency is the sole responsibility of management. It is further agreed, that this enumeration of management rights shall not be deemed to exclude other rights not herein enumerated, except where any such rights are specifically modified or abridged by the terms of this Agreement.

ARTICLE 17
WORKERS COMPENSATION

17.1 The Employer agrees to continue to maintain the present workers compensation coverage.

ARTICLE 18
NO STRIKE CLAUSE

18.1 During the term of this Agreement it is agreed by and between the parties hereto, that there will be no strikes, lockouts, work stoppages, slowdowns, picketing on Airport property, disturbances, sick-outs, or withholding of service of any nature.

18.2 The Employer shall have the right to take disciplinary action, including discharge, against employees who violate Section 18.1. In any grievance involving the discipline of an employee on account of participation in or responsibility for activity which violates Section 18.1, the arbitrator shall be limited to deciding whether the grievant did so participate or was so responsible. If he determines that the grievant did so participate or was so responsible, he shall deny the grievance.

18.3 The Union, its officers and its stewards, shall within twenty-four (24) hours of notification by the Employer publicly make known that the action or violation of this Article is an unauthorized action on the part of the employee(s); and shall properly order the employee(s) to return to work and shall use every reasonable effort to see that termination of any such action is immediate.

ARTICLE 19
DISCIPLINARY NOTICES

19.1 Written notices of warnings or disciplinary action shall remain in the active file of the employee for a period of twelve (12) months from the date of the infraction, provided that the employee receives no further discipline during the twelve (12) month period.

ARTICLE 20
PERSONAL LEAVE AND LEAVE OF ABSENCE

20.1 A leave of absence may be granted to full-time employees who have completed two (2) years of employment. Such leaves must set forth:

a. Specific reason for granting such leave,
b. length of time which shall be a minimum of thirty (30) days,
c. Expiration of such leave

20.2 Employees covered by this Agreement shall be allowed three (3) personal days per year after one year of full time employment. However, the third (3rd) persondal day shall be deducted from the employees sick time and therefore, will only be approved if such sick time is available.

20.3 A leave of absence shall be without pay or other benefits under this Agreement, but without loss of seniority. However, any employee who is proven to have been employed elsewhere during a permitted leave of absence, except for those leaves granted for military service, or fails to report back to work after the granted leave of absence, shall be considered as having terminated his employment with the Employer along with all rights of seniority.

20.4 FAMILY AND MEDICAL LEAVE :

1. Eligibility - An employee employed by the Airport for at least twelve (12) months, who has worked at least 1,250 hours during the twelve (12) month period immediately preceding a leave under this section, may take up to twelve (12) workweeks of unpaid leave [(during the calendar year); (during the Fiscal Year); (per twelve (12) month period measured from the date that an employee's first leave begins); or (per twelve (12) month period measured backward from the date an employee uses any leave)] for any one or more of the following reasons:

a. The birth of the employee's child, and in order to care for the newborn child;

b. The placement of a child with the employee for adoption or foster care;

c. The need to care for the employee's spouse, child or parent who has a serious health condition;

d. The employee's own serious health condition that renders the employee unable to perform the functions of his or her job.

2. Certification - An employee shall provide certification from a health care provider to substantiate any leave due to the serious health condition of the employee or the

employee's immediate family member. Failure to provide such certification will result in a denial of the leave request until the employee provides the requested certification.

3. Notice - In order to plan for the provision of quality uninterrupted services to clients, the employee seeking leave must notify the Airport Management at least thirty (30) days prior to any anticipated leave. If the need for leave is not foreseeable, the employee must give notice as soon as practicable. Failure to provide such advance notice will result in a denial of the leave request until thirty (30) days after the notice is provided.

4. Group Health Plan Coverage - The Airport will continue its contributions to group health plan insurance for an employee who is out on family or medical leave. The employee must continue to pay his or her share of such premium during the leave period. Payment can be made to the Airport Management in advance for the anticipated absence or weekly in advance. Any amount more than thirty (30) days in arrears shall cause cessation of payments by the Airport and cancellation of coverage.

5. Use of Accrued Vacation, Personal and Sick Time - An employee on family or medical leave must use any accrued vacation and personal time while on such leave. An employee on family or medical leave for reasons set forth in 20.3 a b, or c may use any accrued sick time while on such leave. An employee who is on medical leave for the reasons stated in 20.3(D) must use any accrued sick time while on such leave.

6. Reinstatement - At the end of a family or medical leave an employee shall be restored to his or her former position, if available, or to a similar position elsewhere in the Airport, with the same pay, benefits and working conditions as of the date of the employee's leave, as economic conditions warrant. The employee's right to be restored is limited to what the employee's job would have been if he or she had not taken leave. Prior to restoration, an employee who takes a medical leave for the reasons set forth in 20.3 (d) must obtain and present certification from a health care provider that the employee is able to resume work. Failure to provide such certification will result in a denial of restoration until the employee provides the requested certification.

ARTICLE 21
RAINWEAR. UNIFORMS AND TURNOUT GEAR

21.1 The Employer agrees to supply adequate foul weather clothing which must remain at the Employers place of business, when not being used on the job.

21.2 The Airport will also provide uniforms for each person, including boots, which must he worn at all times while on duty.

a. No non-Uniform clothing is to be worn at any time while on duty without supervisor's approval.
b. Uniform, clothing allowance- The Airport Manager, or his designated representative, shall be responsible for issuing articles of clothing and accessories to each regular, permanent full-time employee, who shall have a

drawing allowance up to six hundred dollars ($600.00) for fiscal year 2008 and up to seven hundred ($700.00) for 2009 and 2010. This allowance shall not be cumulative from year to year and will be used to replace items that have been worn out, as determined by Management. Items to be replaced shall be turned in to immediate supervisor prior to issuance of new gear.

c. Turnout gear- Airport will provide adequate gear for each certified ARFF person. Each ARFF will be issued a personal Scott Mask.

ARTICLE 22
JURY DUTY

22.1 If a regular full-time employee is selected for Jury Duty, either for the Commonwealth or the Federal Judiciary, such employee shall be reimbursed the difference in money between what the said employee received, either from the County, State or Federal Judiciary; and his regular straight time hourly wages that week, providing:

a. It applies only to those days employees would actually have been scheduled to work.
b. Employees must submit a bona fide receipt setting forth the actual time consumed by sitting on jury duty.
c. Employees must report for work for the Employer whenever they are not required to sit on the jury during a full jury day, or in the event a sitting is canceled for a certain day. Upon report to the Employer, the employee will be put to work, and shall do whatever work is assigned by the Employer.

22.2 It is further agreed, regular full-time employees to be entitled to jury duty reimbursement as set forth in (22.1) must have completed their ninety (90) calendar days of full-time employment.

ARTICLE 23
WAGES

See Appendix A – Wage Schedule

23.1 The Employer shall have the right to utilize the employees as combination employees for any and all work required by the Employer, however, if an employee works in a higher rated classification for three (3) consecutive days or more, he shall be paid at the higher rated classification's rate of pay for that work. Retroactive to the first day the employee began working in a higher rated classification.

23.2 As specifically noted in Massachusetts law, Chapter 268, Rule 5 of the Airport Rules and Regulations, acceptance of tips or other personal gratuity is prohibited. All Rules governing ethics of Public employees apply. When gifts, money, or other property are extended to personnel, they shall be refused.

23.3 During work shifts when a first line supervisor is scheduled, but not on duty, the senior person on duty shall perform as a supervisor and will receive a pay differential of $.50 per hour as compensation.

ARTICLE 24
SHIFT DIFFERENTIAL

24.1 The following shift differential be computed only by adding to the hourly rate of pay set forth in (23.1) when the hours are actually being worked on the shift and shall not be added to any hourly rate being paid for Sick Leave, Bereavement Leave, Holiday Leave, Vacation Leave, etc.

Hourly Shift Differential:
paid on any hours worked after 6 p.m and before 12 a.m.....$.75
paid on any hours worked after 12 a.m. and before 6 a.m.....$1.25

Scheduled Weekend Pay:..... .$1.00 per hour over regular wage for all hours worked.

24.2 EMT Differential: Any bargaining unit member with a current EMT certification shall receive a 3% weekly wage adjustment. Employee must maintain EMT qualification and will be reimbursed the associated cost upon successful completion. An employee who satisfactorily completes an Advanced Firefighters course will receive a 2% weekly wage adjustment.

24.3 An employee shall receive a one time, 2% base pay stipend upon successful Part 149 A.C.E. certification.

ARTICLE 25
LONGEVITY

25.1 REGULAR FULL-TIME EMPLOYEES HIRED PRIOR TO JULY 1, 2007:

Based upon continuous years of service with the Nantucket Memorial Airport as a regular full-time employee hired prior to July 1, 2007, employees will receive a longevity pay, as follows:

LENGTH OF SERVICE	AMOUNT
a. Five (5) years of service but less than ten (10) years of service	2% of base wages
b. Ten (10) years of service but less than fifteen (15) years of service	3% of base wages

c. Fifteen years of service but less
than twenty (20) years of service 4% of base wages

d. Twenty (20) years of service or more 5% of base wages

(25.1-a, b, c will not be paid if employee is eligible under 25.1-d).

25.2 REGULAR FULL-TIME EMPLOYEES HIRED ON OR AFTER JULY 1, 2007:

Based upon continous years of service with the Nantucket Memorial Airport as a regular full-time employee hired on July 1, 2007 or after, employees will receive longevity pay as follows:

LENGTH OF SERVICE	AMOUNT
a. Ten (10) years of service but less Than twenty (20) years of service	3% of base wages
b. Twenty (20) years of service or more	5% of base wages

(25.2-a will not be paid if employee is eligible under 25.2 b)

25.3 In the event a regular full-time employee does not work a full year, then the amount set forth in (25.1 or 25.2, whichever is applicable) shall be applied on a pro rata basis.

ARTICLE 26
UNION CHECK-OFF

26.1 Payroll deduction of agency service fee Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30^{th}) day of employment in the bargaining unit, or the effective day of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining in contract administration. The agency service fee shall, as provided below, be deducted each pay period and shall be equal in amount to the sum set from time to time by the Union as their regular dues.

26.2 If a regular full-time employee submits to the Employer a uniform authorization form requesting that monthly dues be deducted from his/her first pay check each month, the Employer will on the next month begin to deduct dues from said employee's payroll check. No authorization shall be allowed for payment of initiation fees, assessments or fines.

26.3 All authorizations by any employee must be in a uniform form, supplied by the Union, and signed by the employee from whose wages such Union dues will be deduced. Such authorization shall remain in effect until revoked by the employee, and shall be irrevocable for a period of one (1) year from the date the authorization is signed, or until the termination of this collective bargaining agreement, whichever occurs sooner. Revocation must be by written notice given by the employee to the Employer, with a copy to the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of such time. If no such notice is given by the employee, the employee further agrees that the authorization and assignment first submitted shall be automatically renewed and shall be irrevocable for successive periods of one (1) year thereafter, or until the termination of the agreement, whichever occurs sooner.

26.4 The Union shall keep the Employer updated as to the name of its authorized representative and the address to which the Union dues collections shall be sent. Such notification must be in writing and duly signed by the authorized Union representative.

26.5 No dues shall be deducted from any employee who is on authorized check-off if said employee is not on the payroll during the week in which the deduction is to be made, or when the dues exceed the paycheck.

26.6 The Employer assumes no responsibility for the consequences of any employee's failure to authorize dues deductions; the only responsibility of the Employer will be to see that the deduction is made in accordance with the authorized uniform check-off request, duly signed by the employee, and the mailing of such deducted moneys to the designated Union representative. Neither the Employer nor any of its officers, agents or employees shall in any way be held liable or responsible for any loss resulting from acts of said Union or its officers or agents.

26.7 The Employer shall not remove any employee from employment because of failure to pay Union dues.

26.8 The Union agrees to and will indemnify, defend and hold and save the Employer blameless against any and all claims, demands, suits or other form of liability instituted against the Employer or its personnel on account of payroll deductions under this Article.

ARTICLE 27
SICK LEAVE BANK

27.1 In the event of an extended illness of a regular full-time employee, an additional source of aid shall be provided by the establishment of a General Sick Leave Bank attached hereto as Appendix E. General Sick Leave Bank will be used to provide for additional days beyond those accumulated by the regular full-time employee under Article 12 - Sick Leave, Sections (12.1 and 12.2).

27.2 Assets of the Sick Leave Bank will be acquired from those regular full-time employees accruing sick leave under the aforementioned Article 12 Sections (12 1and 12. 2), who will have the voluntary option of donating their accumulated sick leave days, or a portion of their accumulated sick leave days, into the said General Sick Leave Bank.

27.3 Rules and Regulations governing the depositing of sick leave days into the General Sick Leave Bank shall be established and posted so regular full-time employees may be aware of same.

27.4 A Policy Committee shall be established, consisting of:

Two (2) regular full-time employees; Two (2) Airport Commissioners.

The awarding of sick leave by extensions from the General Sick Leave Bank will be governed by the Policy Committee.

ARTICLE 28
DURATION OF AGREEMENT

28.1 This Agreement shall take effect as of the first day of July 1, 2007 and shall remain in full force and effect until the 30th day of June, 2010 shall then and thereafter renew itself from year to year, unless either party to the Agreement gives written notice to the other party, not later than the 15th day of December of the preceding calendar year prior to any date of expiration of a desire to change, amend or terminate the terms or conditions hereof.

28.2 If notice is given, as set forth in (28.1), then the parties shall commence negotiations not later than January 15th of that year, prior to budget submission by the Employer to the Town.

28.3 During the course of negotiations for amendment or renewal of this Agreement, the terms and conditions herein set forth shall continue in effect until a new agreement is reached.

ARTICLE 29
ENTIRE AGREEMENT

29.1 It is the intent of the Employer and the Union that the Provision of this agreement will supersede all prior agreements and understandings, oral or written, express or implied, and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted in arbitration or otherwise. The Union, for the life of this agreement, waives any rights to negotiate or bargain with respect to any matters contained in this agreement.

ARTICLE 30
INVALIDITY OF A PROVISION

30.1 If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or provisions to persons or circumstances other than those deemed to be held invalid or unenforceable shall not be affected.

ARTICLE 31
SEXUAL HARASSMENT POLICY

31.1 The parties agree to implement the sexual harassment policy attached hereto as Appendix D.

IN WITNESS WHEREOF the parties have caused its hands and seals to be set the 19 day of ~~January~~ February, 2008.

TOWN OF NANTUCKET
NANTUCKET MEMORIAL AIRPORT

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

APPENDIX "A" – WAGE SCHEDULE

July 1, 2007 3%
January 1, 2008 1%
July 1, 2008 3%
January 1, 2009 1%
July 1, 2009 3%
January 1, 2010 1%

		12 months		24 months		36 months		48 months		60 months
July 1, 2007		Base	+ 3%	Base	+ 3%	Base	+ 3%	Base	+ 3%	Base
Operations Firefighters	20.26	21.27	21.91	23.01	23.70	24.88	25.63	26.91	27.72	29.10
Operations Supervisor	23.02	24.15	24.88	26.12	26.91	28.25	29.10	30.55	31.47	33.04
Security	19.75	20.74	21.37	22.43	23.11	24.26	24.99	26.24	27.03	28.38
Maintenance / Janitorial	19.75	20.74	21.37	22.43	23.11	24.26	24.99	26.24	27.03	28.38
Maintenance with CDL	20.03	21.04	21.67	22.75	23.43	24.60	25.34	26.61	27.41	28.78
Maintenance II / Senior Operator	20.26	21.27	21.91	23.01	23.70	24.88	25.63	26.91	27.72	29.10
Maintenance Mechanic / Foreman	23.02	24.15	24.88	26.12	26.91	28.25	29.10	30.55	31.47	33.04
January 1, 2008										
Operations Firefighters	20.46	21.48	22.13	23.24	23.93	25.13	25.88	27.18	27.99	29.39
Operations Supervisor	23.25	24.39	25.13	26.38	27.17	28.53	29.39	30.86	31.78	33.37
Security	19.95	20.95	21.58	22.66	23.34	24.50	25.24	26.50	27.30	28.66
Maintenance / Janitorial	19.95	20.95	21.58	22.66	23.34	24.50	25.24	26.50	27.30	28.66
Maintenance with CDL	20.23	21.25	21.88	22.98	23.67	24.85	25.60	26.88	27.68	29.07
Maintenance II / Senior Operator	20.46	21.48	22.13	23.24	23.93	25.13	25.88	27.18	27.99	29.39
Maintenance Mechanic / Foreman	23.25	24.39	25.13	26.38	27.17	28.53	29.39	30.86	31.78	33.37
1-Jul-08										
Operations Firefighters	21.08	22.13	22.79	23.93	24.65	25.88	26.66	27.99	28.83	30.27
Operations Supervisor	23.94	25.13	25.88	27.17	27.99	29.39	30.27	31.78	32.74	34.38
Security	20.55	21.58	22.23	23.34	24.04	25.24	26.00	27.30	28.12	29.52
Maintenance / Janitorial	20.55	21.58	22.23	23.34	24.04	25.24	26.00	27.30	28.12	29.52
Maintenance with CDL	20.84	21.88	22.54	23.67	24.38	25.60	26.36	27.68	28.51	29.94
Maintenance II / Senior Operator	21.08	22.13	22.79	23.93	24.65	25.88	26.66	27.99	28.83	30.27
Maintenance Mechanic / Foreman	23.94	25.13	25.88	27.17	27.99	29.39	30.27	31.78	32.74	34.38

		12 months		24 months		36 months		48 months		60 months
		Base	+ 3%	Base	+ 3%	Base	+ 3%	Base	+ 3%	Base
Jan-09										
Operations Firefighters	21.29	22.35	23.02	24.17	24.90	26.14	26.93	28.27	29.12	30.58
Operations Supervisor	24.18	25.38	26.14	27.45	28.27	29.68	30.57	32.10	33.07	34.72
Security	20.75	21.79	22.45	23.57	24.28	25.49	26.26	27.57	28.40	29.82
Maintenance / Janitorial	20.75	21.79	22.45	23.57	24.28	25.49	26.26	27.57	28.40	29.82
Maintenance with CDL	21.05	22.10	22.77	23.90	24.62	25.85	26.63	27.96	28.80	30.24
Maintenance II / Senior Operator	21.29	22.35	23.02	24.17	24.90	26.14	26.93	28.27	29.12	30.58
Maintenance Mechanic / Foreman	24.18	25.38	26.14	27.45	28.27	29.68	30.57	32.10	33.07	34.72
1-Jul-09										
Operations Firefighters	21.92	23.02	23.71	24.90	25.64	26.93	27.73	29.12	29.99	31.49
Operations Supervisor	24.91	26.14	26.92	28.27	29.12	30.57	31.49	33.07	34.06	35.76
Security	21.38	22.45	23.12	24.28	25.01	26.26	27.04	28.40	29.25	30.71
Maintenance / Janitorial	21.38	22.45	23.12	24.28	25.01	26.26	27.04	28.40	29.25	30.71
Maintenance with CDL	21.68	22.77	23.45	24.62	25.36	26.63	27.43	28.80	29.66	31.14
Maintenance II / Senior Operator	21.92	23.02	23.71	24.90	25.64	26.93	27.73	29.12	29.99	31.49
Maintenance Mechanic / Foreman	24.91	26.14	26.92	28.27	29.12	30.57	31.49	33.07	34.06	35.76
1-Jan-10										
Operations Firefighters	22.14	23.25	23.95	25.15	25.90	27.20	28.01	29.41	30.29	31.81
Operations Supervisor	25.16	26.40	27.19	28.55	29.41	30.88	31.81	33.40	34.40	36.12
Security	21.59	22.67	23.35	24.52	25.26	26.52	27.32	28.68	29.54	31.02
Maintenance / Janitorial	21.59	22.67	23.35	24.52	25.26	26.52	27.32	28.68	29.54	31.02
Maintenance with CDL	21.90	22.99	23.68	24.87	25.61	26.89	27.70	29.09	29.96	31.46
Maintenance II / Senior Operator	22.14	23.25	23.95	25.15	25.90	27.20	28.01	29.41	30.29	31.81
Maintenance Mechanic / Foreman	25.16	26.40	27.19	28.55	29.41	30.88	31.81	33.40	34.40	36.12

COLA to be applied on July 1st of each year.

The employee's anniversary date will determine the next step.

The employee must have a satisfactory performance to be eligible for the step increase.

Any denial of a step increase will be subject to the grievance and arbitration clause of the collective bargaining agreement

APPENDIX "B"

RULES AND REGULATIONS GOVERNING EMPLOYEES at NANTUCKET MEMORIAL AIRPORT

Acceptance of employment will be considered as the acceptance of these rules and regulations. For breach of any of the following, the Employer shall have the right to reprimand, discipline or terminate any employee.

1. The use of intoxicating liquors or drugs while on duty is cause for immediate dismissal. The excessive use of intoxicants or narcotics which impairs working performance is cause for dismissal.
2. Smoking is prohibited during hours of work or at any time on those portions of the Airport under the control of the Airport Commission . Smoking can be permitted in outside smoking areas designated by supervisors, away from buildings, during official breaks or lunch.
3. Employees shall not sleep during working hours.
4. Employees shall not change their shift nor leave their job during working hours without receiving permission from the Employer or his accredited representative.
5. Employees shall not use the Employer's premises, machinery or materials for personal gain. Acceptance of tips or other forms of personal gratuity is prohibited. (Massachusetts Law)
6. Insubordination will be cause for discharge.
7. Falsifying own or other employee's time card or personnel records shall be cause for discharge.
8. All Injuries to employees or vehicles must be reported immediately to the employer.
9. Employees shall report for work neat and clean in appearance Those workers provided with uniforms by contract shall wear such uniforms for all duty. Personal jewelry other than wedding rings, or Religious items worn out of sight, is not appropriate for duty wear. Hair shall be kept shorter than collar length for safety purposes. While off duty, in uniform, personal conduct shall be subject to all rules as if on duty.
10. Habitual tardiness or absenteeism is cause for disciplinary action including termination.
11. Profane, discourteous language or offensive conduct is prohibited.
12. There shall be no excessive horseplay or practical jokes during working hours.
13. Immoral or indecent behavior within the workplace shall be immediate cause for discharge.
14. Employees shall not cause unsanitary conditions.
15. Employees stealing the Employer's or fellow employee's property shall be discharged. Failure to impose legitimate charges for Airport goods or services is theft and shall be similarly punished.

16. There shall be no unnecessary waste of material, merchandise or abuse of tools and equipment. Employees who through negligence or improper act cause any damage or loss to any equipment, machinery or goods shall be required to pay for such loss or damage.
17. Innappropriate physical contact is cause for disciplinary action. Striking another employee or threatening physical harm or retaliation is grounds for dismissal.

APPENDIX "C" – DRUG AND ALCOHOL POLICY

The Town hereby states its strong commitment to it's Employees to provide a safe work place and to establish programs promoting high standards of Employee health. Consistent with the spirit and intent of this commitment the Town and the Union hereby establish this policy. The mutual goal is to establish and maintain a work environment that is free from the effects of alcohol and drug use or abuse.

The illegal use, sale or possession of narcotics, drugs, or controlled substances is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.

Employees who are under the influence of alcohol, narcotics, drugs or controlled substances, either on the job, or when reporting for work have the potential for interfering with their own as well as their coworkers safe and efficient job performance. Employees may be subject to administrative action up to and including termination of employment if they are found in violation of this section.

Illegal drugs include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.

Employees are expected to follow any directions of their healthy care provider concerning prescription medications and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

During an Employees work shift, including all breaks and meal periods an Employee, who consumes or uses, or is found to have in his or her personal possession in his or her locker or desk or other such repository an open container of alcohol or drugs, which are not medically authorized, or as found to have used or be using such alcohol or drugs will be suspended immediately pending such further investigation. If use or possession is substantiated, disciplinary action, up to and including discharge, will be imposed.

Any Employee who voluntarily requests assistance in dealing with a personal drug addiction or alcohol problem may participate in the Employee Assistance Program (E.A.P.) without jeopardizing his or her employment with the Town. If an Employee choices to notify the Town or requests assistance from the Town regarding an alcohol or

drug related problem, that notice or request will not jeopardize his or her continued employment, provided the Employee stops any and all involvement with the substance being abused, and maintains adequate job performance. Participation in the program will not prevent disciplinary action for violation of this policy.

Consequences of Alcohol or Drug Misuse:

Employees who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol or drug use) must be immediately removed from safety sensitive functions, must be evaluated by a substance abuse professional and must undergo a treatment program as defined by the professional.

Employees who wish to continue employment with the Town must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on sick leave or a leave with out pay status during the treatment period, whichever is appropriate.

Employees who have been evaluated by a substance abuse professional who comply with any recommended treatment who have take a return to duty test with a result less than 0.02 reading and/or a negative urine drug test which is subject to unannounced follow-up tests, may return to work.

Employees who have returned to work under the above conditions and who subsequently test positive for drugs or alcohol may be subject to further discipline, up to and including termination. Any action may be subject to the grievance and arbitration procedure of Article 4.

APPENDIX "D" - SEXUAL HARASSMENT POLICY

Adopted: February 15, 1995
Revised: January 8, 1997; July 7, 2004

I. INTRODUCTION

It is the goal of the Town of Nantucket to promote a workplace that is free from sexual harassment. Sexual harassment of employees in the workplace, or in other settings in which employees may find themselves in connection with their employment, is unlawful and will not be tolerated by the Town of Nantucket. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated.

The Town of Nantucket takes allegations of sexual harassment seriously, and will respond promptly to complaints of sexual harassment. If it is determined that such inappropriate conduct has occurred, action will be taken promptly to eliminate the

conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy is meant to promote a workplace that is free from sexual harassment, the policy is not designed or intended to limit the authority to discipline or take remedial action for workplace conduct which is deemed unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

II. DEFINITION OF SEXUAL HARASSMENT

In Massachusetts, the legal definition for sexual harassment is as follows:

> **"sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:**
>
> **(a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions:**
>
> **or, (b) such advances, requests or conduct have the purpose or effect of unreasonably interfacing with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.**

Under these definitions, direct or implied requests by a supervisor/department head for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating or humiliating to male and female workers may also constitute sexual harassment.

While it is not feasible to list all additional circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether or not physical touching is involved;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons, or books;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Town of Nantucket.

III. COMPLAINTS OF SEXUAL HARASSMENT

If any employee believes that he or she has been subjected to sexual harassment, he or she should report this fact as soon as possible. If the person harassed feels that his/her department head is capable of effectively dealing with the problem, he or she should appropriately notify that person immediately. If the employee feels that the nature of the sexual harassment or the identity of the alleged harasser is such that he or she is not comfortable discussing the situation with his or her supervisor/department head, the employee should contact the Personnel Officer at Town & County Building, Nantucket, MA 02554, (508) 228-7255. This person is also able to provide further information about this policy and the sexual harassment complaint process.

IV. SEXUAL HARASSMENT INVESTIGATION

When a complaint is received, it will be promptly investigated in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Further information on the specifics of an investigation may be obtained from the Personnel Officer.

V. DISCIPLINARY ACTION

Upon completion of an investigation, the person conducting the investigation shall draft a report outlining his/her findings and suggesting a resolution. If sexual harassment is found to have occurred, the person conducting the investigation shall meet with the Personnel Officer, the Town Administrator and the appointing authority to recommend appropriate disciplinary action. Appropriate disciplinary action to confirmed charges include: **verbal warning or reprimand, written warning or reprimand, sensitivity training, suspension, demotion, termination or some combination of the above.**

If the allegation(s) of sexual harassment is unsubstantiated, the matter shall be closed.

VI. FEDERAL AND STATE REMEDIES

In addition to the above, if an employee believes he or she has been subjected to sexual harassment, he or she may file a formal complaint with either or both of the government agencies set forth below. Using the Town of Nantucket's complaint process does not prohibit one from filing a complaint with these agencies. Each of the agencies has a time period for filing a claim (EEOC-300 days; MCAD-300 days).

1. **United States Equal Employment Opportunity Commission ("EEOC")**
475 Government Center
Boston, MA 02203
(617) 994-6000

2. **Massachusetts Commission Against Discrimination ("MCAD")**
Boston Office
One Ashburton Place - Room 601
Boston, MA 02108
(617) 727-3990

Springfield Office
424 Dwight Street - Room 220
Springfield, MA 01103
(413) 739-2145

APPENDIX "E" - Policy & Procedure For Sick Leave Bank - Laborer's Union

(Applicable to employees covered by all units of Local 1060 Laborer's Union)

I. Policy:

The Laborer's Union Sick Leave Bank is established to provide additional sick time to be used for immediate, legitimate sick leave purposes for applicable Employees who do not have available their own accrued sick time to cover the anticipated duration of the sick leave.

The Sick Leave Bank is intended to be used for situations in which an Employee has utilized all of his/her sick time either previous sick-related or a current condition and will not/does not presently have the sick time available for a current condition.

The Sick Leave Bank is not intended for use of the doctor's appointments, or illnesses or conditions of a short-term nature (e.g., colds, flu etc.). In order to use Sick Leave Bank time, an Employee must have already exhausted his/her remaining sick time, vacation time and comp time.

All time requested from the Sick Leave Bank is to be paid back into the Sick Leave Bank starting at the time the Employee returns to full duty. The payback period shall be determined by the Sick Leave Bank Committee on a case by case basis.

II. Criteria for Eligibility for Use of Sick Leave Bank:

A. An Employee must have been employed with Nantucket Memorial Airport for at least one (1) full year.

B. The Sick Leave Bank is for an Employee's personal use not for assisting a family member.

C. Except in extraordinary circumstances, an Employee will not be considered for any more than two (2) requests for use of the Sick Leave Bank per year.

D. An Employee must donate at least one (1) sick day per year to the Sick Leave Bank in order to be eligible for use of the Sick Leave Bank. This is subject to change, given extenuating circumstances on behalf of the Employee.

III. Procedure for Donations and Use of the Sick Leave Bank:

A. Donations to the Sick Leave Bank are for the Local 1060 members and may not be made for specific Employee(s). Any airport employee who accumulates sick time may donate to the Sick Leave Bank; pursuant to the knowledge only Local 1060 members may make use of said donations.

B. Upon retirement or resignation, an Employee with at least ten (10) years of continuous service with the Town of Nantucket is eligible to have 70% of his/her sick leave bought back by the airport. An employee may donate any or all of their unused sick leave eligible for buy back to the Sick Leave Bank.

C. Donations to the Sick Leave Bank may only be made through use of the attached form which shall not be valid unless all approved signatures are obtained on the form.

IV. Use:

A. Use of the Sick Leave Bank may only be requested through the use of the attached form.

B. All requests for use of the Sick Leave Bank must be accompanied by a report from the Employee's doctor, which includes a description of the Employee's condition and the anticipated duration of time that the Employee will be out of work.

C. Once the request has been submitted to the Union Representative, the Sick Leave Bank Committee (comprised of two members of the Union, voted by union members, and two airport commissioners) will meet within five (5) working days of the date of the request was received to act upon the request.

D. When an Employee is sick and has sick time available, the Employee's sick time will be used first until it is exhausted. Once the Employee's sick leave has been exhausted, then sick days from the bank may be used provided they are approved by the Sick Leave Bank Committee and conform to the other requirements of this plan. When the Employee returns to work any unused sick leave borrowed from the bank automatically reverts to the bank.

E. If the request is denied by the Sick Leave Bank Committee, it may be appealed to the Sick Leave Bank Appeals Board, comprised of the Airport Manager, and one other member of the airport commissioners (other than a member of the Sick Leave Bank Committee), and two airport union employees (other than the two union members of the Sick Leave Bank Committee). The decision of the Sick Leave Bank Appeals Board shall be final, binding and not subject to grievance or arbitration procedures. In the event of a tie decision by the Sick Leave Bank Appeals Board, the parties agree to appoint a neutral party to break the tie. The tie decision shall be final, binding and not subject to grievance or arbitration procedures.

V. Guidelines

Although the Sick Leave Bank Committee has the final decision on disbursing days from the bank, the following guidelines normally will apply:

A. If an Employee is sick and has accrued sick time, but not enough to cover the anticipated duration of the illness, the Employee may request additional days from the Sick Leave Bank of up to one-half of his/her unused accrued sick time (calculated from the beginning of this illness).

B. If an Employee is sick and has no sick time left, he/she may request sick days from the Sick Bank Committee. It is the Employee's responsibility to convince the Board that these days are deserved. Normally, no more than 5% of sick days available in the Sick Leave Bank at the time of request, will be given out under this condition.

C. If an Employee has a serious/catastrophic illness or accident, he/she (or a representative) may request sick days from the Sick Leave Bank. Normally, no more than 20% of sick days available in the Sick Leave Bank at the time of request, will be given out under this condition.

D. The amount of time contained in the Sick Leave Bank shall be retained and maintained by the Payroll Coordinator and is subject to review at any time. A monthly statement shall be put out as to the contents of the Sick Leave Bank as well as statements to Employees showing how much time they have donated.