

**ARTICLE #9**

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE TOWN OF WALPOLE**  
**AND**  
**AMERICAN FEDERATION OF STATE,**  
**COUNTY AND MUNICIPAL EMPLOYEES**  
**AFL-CIO STATE COUNCIL 93, LOCAL 1957,**  
**LIBRARY EMPLOYEES**  
**JULY 1, 2008 THROUGH JUNE 30, 2011**

**ONLY CHANGES ARE INCLUDED HEREIN**

**July 20, 2009**

**ARTICLE XII – HOLIDAYS:**

Employees scheduled to work on **any Monday** holidays with scheduled hours greater than the employee’s defined “day” (as defined in Article XI) may work an additional number of hours as assigned by the Library Director in that same week to make up the difference between the regularly scheduled **holiday Monday** hours and the number of hours in the employee’s defined day.

***This language change addresses all holidays, not simply those that fall upon a Monday.***

**ARTICLE XVIII – CLASSIFICATION AND WAGE PLAN:**

A. The Classification and Wage Plan shall be as set forth below:

**Fiscal Year 2009 – 0% Wage Increase**

**Step 1 Step 2 Step 3 Step 4 Step 5 Step 6 Step 7 Step 8 Step 9 Step 10 Step 11**

**\$11.30 \$11.68 \$12.08 \$12.49 \$12.95 \$13.39 \$13.84 \$14.32 \$14.82 \$15.33 \$15.86**

**Fiscal Year 2010: Wages for FY’10 shall be adjusted to reflect placement in the new pay scale as shown in Attachment “A” hereto, and each employee shall be placed upon the scale effective July 1, 2009 as follows:**

<b>Susan Akeley</b>	<b>Step 8</b>	<b>\$16.97</b>
<b>Ginnie DeChristofaro</b>	<b>Step 5</b>	<b>\$15.99</b>
<b>Debbie Kirby</b>	<b>Step 8</b>	<b>\$16.97</b>
<b>Jean Koontz</b>	<b>Step 2</b>	<b>\$15.07</b>
<b>Debbie Maimone</b>	<b>Step 10</b>	<b>\$17.65</b>
<b>Betty Masalsky</b>	<b>Step 10</b>	<b>\$17.65</b>
<b>Eileen Phinney</b>	<b>Step 5</b>	<b>\$15.99</b>
<b>Jane Russau</b>	<b>Step 10</b>	<b>\$17.65</b>
<b>Roberta Shone</b>	<b>Step 10</b>	<b>\$17.65</b>

**All wages shown above shall become effective on July 1, 2009. As a result, step increases shall be effective on July 1<sup>st</sup> of each succeeding year.**

**Fiscal Year 2011: The Scale shown in Attachment “A” reflects a three (3%) cost of living increase for FY’2011.**

***In summary, the contract calls for a zero percent wage increase in year one, the implementation of the new salary scale in year two, and a three percent COLA in year three. The Town conducted a wage survey with comparable communities following the commencement of negotiations. It was verified that wages in Walpole were well below average. As such, the new scale was created using the average rates from our survey, and staff were placed upon the scale to reflect their experience and years of service in Town.***

#### **ARTICLE XXVII – MISCELLANEOUS PROVISIONS:**

4. **EMERGENCY CLOSINGS: The decision to close the Library due to emergency situations (storm, power failure, etc.) is to be made by the Library Director or his designee. Should a closure of the Library be directed, the following pay policy will apply:**
- a) **When the Library is shut down before the start of the normal work day, it will be considered a day of “no work” and affected employees will receive full pay. All “pick-up” hours shall be paid for that day as well.**
  - b) **When the Library shuts down during the work day, employees at work at the time will be paid for their entire normal workday and any pickup hours that day will also be paid.**
  - c) **When there is a delayed opening of the Library, the employees will be paid for those hours not open and the remainder of their normal workday. Those employees who choose not to report to work may apply any unused personal or vacation time.**

***This closing language is consistent with that of Town Hall.***

#### **ARTICLE XXVIII – INSURANCE:**

Effective January 1, 2003, the Town will pay 80% and current employees will pay 20% of the HMO group health insurance premiums. Employees hired on or after January 1, 2003 will pay 30% and the Town will pay 70% of the group health insurance premiums. **Effective December 1, 2009, the Town will pay 70% and all employees will pay 30% of the HMO group health insurance premiums.** The Union waives its right to an Indemnity Plan for the duration of this Contract; however, in the event that an Indemnity, PPO or POS Plans are offered the Employer and the Employee will pay 50% of the rates for these plans.

The Employee and the Union agree that the Employer shall notify the Union of changes made to mandatory subjects of collective bargaining by the Board of Directors of the Health Insurance Joint Purchasing Group. The Employer and the Union also agree that should the Union timely request to meet and discuss any changes to mandatory subjects of collective bargaining, the parties shall meet for the purpose of discussing the impact of the change(s) and not the decision to implement the change(s) itself.

***Employees have agreed to assume an additional ten percent of health care costs.***

#### **ARTICLE XXX – DURATION OF AGREEMENT**

This Agreement and each of its provisions shall be in effect as of **July 1, 2008** and shall continue in full force and effect until **June 30, 2011**.