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AGREEMENT BETWEEN
THE TOWN OF WALPOLE
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO STATE COUNCIL 93, LOCAL 1957, TOWN HALL CLERICAL EMPLOYEES

JULY 1, 2011 THROUGH JUNE 30, 2014

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ARTICLE 1 – PREAMBLE:

This Agreement entered into this _____ day of _____, 2012 by the Town of Walpole (hereinafter called "the Employer") and the American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1957 (hereinafter called "the Union") has as its intention and purpose of the parties hereto that this Agreement provide an orderly collective bargaining relationship 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 II – MANAGEMENT RIGHTS:

It is recognized that in addition to all other functions and responsibilities the Employer has and will retain the sole right and responsibility to direct the operations of the employees and in this connection to determine the methods, processes and types of work to be performed; the schedule of shifts and hours to work; to select, hire and demote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety unless otherwise hereinafter provided. In offices having more than one (1) member of the Union, lunch hours will be staggered to insure that all Town offices remain open through the regular workday.

The Employer shall also have the right and responsibility to discharge or otherwise discipline any employee for just cause, to promote and transfer, and to layoff because of lack of work or other cause unless otherwise hereinafter provided.

The Employer has the right to assign employees to another department due to workload, absence or vacancy.

There shall be no solicitations of employees for Union membership or dues or any Union activities whatsoever conducted upon the premises during working hours by the Union.

The Federal Drug Free Workplace Act of 1988 as may be amended from time to time states that the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances at the workplace is prohibited. All employees are required to conform to this act. An employee is also required to notify his/her supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction. Convicted employees will be subject to disciplinary action, which may result in termination of employment, or in mandatory participation in a drug rehabilitation program. Information concerning dangers of illegal drugs and confidential drug counseling is provided by the Governor's Alliance on Drugs (617-277-0786) and through individual health care providers. This section is not intended to allow the employer to subject employees to any type of drug testing mandatory or otherwise.

The Clerical Union accepts the provisions of the Americans with Disabilities Act of 1990 as may be amended from time to time.

ARTICLE II – MANAGEMENT RIGHTS (continued):

The Clerical Union accepts the provisions of the Federal Family & Medical Leave Act of 1993, as may be amended from time to time, and the provisions of the Family Obligations Leave Act of the Commonwealth of Massachusetts (Chapter 109 of the Acts of 1998) as may be amended from time to time, as they apply to the Collective Bargaining Agreement. The parties acknowledge that the Town is subject to the provisions of the Family Medical Leave & Family Obligations Leave Acts of 1993 (also referred to as the Small Necessities Leave Act) and 1998 respectively (FMLA and FOLA) as may be amended from time to time. The FMLA and the FOLA shall not increase or decrease the length of leave available to eligible employees under the provisions of this agreement. When an employee takes leave under the provisions of this agreement for a reason which would entitle the employee to leave under the FMLA or FOLA, such leave will also be considered FMLA or FOLA leave and will be deducted from the employee's statutory FMLA or FOLA leave entitlement. FMLA and FOLA leave is not cumulative and is not in addition to leaves currently available to the extent such leaves are for reasons covered by the FMLA or FOLA.

ARTICLE IIA – AFFIRMATIVE ACTION CLAUSE:

The Town of Walpole is committed to administer employment and personnel policies without regard to race, color, national origin, religion, age, ancestry or sex as follows:

a. To hire and employ, promote and discharge from employment and to compensate in terms, conditions and privileges of employment in a nondiscriminatory manner.

b. To advertise employment opportunities in a nondiscriminatory manner.

c. To treat all persons seeking relief from any prohibited practice in a nondiscriminatory manner.

d. To provide benefits to all persons in a nondiscriminatory manner.

None of the above provisions shall interfere or violate any of the terms and conditions of the Agreement between the Union and the Employer.

ARTICLE IIB – EMERGENCY CLOSING:

The decision to close municipal offices due to emergency situations (storm, power failure, snow, etc.) is to be made by the Office of the Town Administrator. This decision will govern all employees within this bargaining unit. The Town Administrator or his/her designee will make a reasonable effort to inform employees of a full-day storm closing by 6:15AM.

Should a shut down of municipal offices be required, the following pay policy will apply:

When offices are 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.

If municipal offices are shut down during the workday, the following pay policy will apply:

Those employees at work at the time of the shut down will be paid for their

entire normal workday. Those employees not at work at the time of the shut down will be paid for actual hours worked that day. Employees may, however, apply any unused personal or vacation days.

If municipal offices are not closed by the Office of the Town Administrator, absent employees will receive no pay. Employees may, however, apply any unused personal or vacation days.

Any employee required to work during an emergency shut down will, with the signature of the Department Head and Town Administrator, be paid time and one half their regular rate for those hours.

ARTICLE III – RECOGNITION:

The Employer recognizes the Union as sole and exclusive bargaining representative for all clerical employees who hold full-time positions. Excluded from the unit are Administrative Assistants, Administrative Secretaries for the Town Administrator and Board of Selectmen, all employees who hold part-time positions(s) and those employed by the School Department and Library Department.

The Employer and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate or in any other way interfere with the employee in the exercise of these rights.

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 in this Agreement.

Employees covered by this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist employees in and participate in the management of the Union; to act in the capacity of Union representative; and to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection.

ARTICLE IV – DISCRIMINATION AND COERCION:

There shall be no discrimination or coercion by either the Union or the Employer against any employee because of his/her activity, membership or non-membership in the Union.

Neither the Employer nor the Union will discriminate against any employee covered by the Agreement or applicant for employment because of race, creed, color, or national origin.

ARTICLE V – UNION DUES AND INITIATION FEES:

The Employer hereby accepts the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts and, in accordance with, shall certify to the Town Treasurer all payroll deductions for the payment of dues to the Union duly authorized by employees covered by this Contract. Employees who are Union members shall tender the initiation fee (if any) and monthly membership of dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of check-off of dues hereinafter set forth, the Employer agrees to

deduct Union Membership Dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of succeeding month.

ARTICLE VA – AGENCY SERVICE FEE:

Pursuant to the provisions of Section 12 of Chapter 150E of the General Laws, and accepted by the Board of Selectmen, all employees covered by this Agreement who are not members of the Union will be required to pay to the Union, monthly, an agency service fee equal to, but not in excess of monthly Union dues. This provision shall not apply to persons covered by this Agreement to whom Union membership is denied for any reason other than non-payment or non-tender of Union dues or initiation fees.

The Union shall indemnify and save the Employer harmless against any claim, demand, suit or other form of liabilities that may arise out of and by reason of action taken by the Employer for the purpose of complying with this article.

ARTICLE VI – UNION REPRESENTATIVES:

The Employer shall be furnished the name of the Union Steward immediately after his/her designation; and the Union shall notify the Employer of any change in said positions. The Union shall also furnish the Employer with the names, and positions held, of the officers of Local 1957; and the Union shall notify the Employer of any changes in officers of Local 1957.

The Union Steward shall be granted reasonable time off, subject to the approval of the Steward's Department Head, to investigate and settle grievances and such approval shall not be unreasonably denied.

One Union representative shall be granted a maximum of three (3) working days per contract year, with pay, to attend State or National Union Conventions.

ARTICLE VII – GRIEVANCE AND ARBITRATION PROCEDURE:

Grievance Procedure

It is the declared objective of the parties to this Agreement to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of any grievances at the lowest organizational level possible. Any employee shall have the right to present a grievance and have it promptly considered on its merits. Any grievance not answered by management in any of the steps below shall be equivalent to a denial of the grievance.

Definition

A "grievance" shall mean a complaint that there has been a violation or misinterpretation of any provision of this Agreement. Grievances shall be settled in the following manner:

Step 1

An employee and/or his/her Union Representative shall present a grievance, in writing, to the Department Head within five (5) working days after the act or condition which is the basis of the complaint occurred; or in the event the complaint occurred during the absence of the employee and/or his/her Union representative, the grievance shall be

presented with five (5) working days from the date the employee and/or Union representative returns to work from that absence. The employee and the Department Head shall confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, an employee may present a grievance personally, or the employee may be represented by a Union Representative; but where the employee is represented, the employee must be present. The Department Head shall communicate his/her decision to the aggrieved employee within five (5) working days after receiving the complaint, with a copy to the Union President. The written statement of grievance shall include:

a. Name and position of grievant;
b. A statement of the grievance and the facts involved;
c. The corrective action requested;
d. Name of Union Representative;
e. Signature(s) of grievant(s) or Union Representative.

In the event that the Department Head shall be absent, action on the grievance shall be deferred until the Department Head returns to work from that absence.

Step 2

If the grievance is not resolved at Step 1, the aggrieved employee or the Union may appeal by forwarding the grievance, in writing, to the Town Administrator within three (3) working days after she/he has received the Step 1 decision. The appeal shall include:

a. Name and position of grievant;
b. A statement of the grievance and the facts involved;
c. The corrective action requested;
d. Name of Union Representative at Step 1, if any;
e. Signature(s) of grievant(s) or Union Representative.

The Town Administrator will arrange if requested by the aggrieved, for a meeting with the aggrieved employee and the Union Representative, if any. The aggrieved employee may be present at the conference, except that he/she need not attend where the sole question before the Town Administrator is one of interpretation of a provision of this Agreement or of what is established policy or practice. The Town Administrator shall issue a decision on the grievance as soon as possible, but no later than three (3) working days after receipt of appeal.

Step 3

If the grievance is not resolved by Step 2, the aggrieved employee or the Union may appeal by forwarding the appeal in writing to the Board of Selectmen within three (3) working days after receiving the Step 2 decision. Any meeting(s) arising out of a grievance at this step between the Board of Selectmen and the Union shall be held in executive session unless both the Selectmen and the Union specifically waive this provision in writing. The Board shall conduct a hearing if requested by the aggrieved. The Board of selectmen shall issue a decision on the grievance as soon as possible, but not later than ten (10) days after the next regular meeting of the Board of Selectmen.

Grievances of Disciplinary Action

Grievances involving disciplinary action shall be processed beginning at the second step of the grievance procedure. If the grievance reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and benefits that would have been due the employee.

Arbitration

A grievance, which was not resolved in Step 3 under the Grievance Procedure, may be referred to arbitration. The notice shall be filed within thirty (30) working days after denial of the grievance at Step 3 under the Grievance Procedure. It is understood and agreed that no grievance, dispute or misunderstanding between parties arising out of events, which occurred prior to the execution of this Agreement, shall be submitted to arbitration under the provisions of this Agreement.

It is further understood and agreed that no matter relating to the power and authority vested within the Employer by statute shall be submitted to arbitration.

The decision of arbitrator shall be supported by substantial evidence on the record as a whole, and shall be final and conclusive and binding upon all employees, the Employer and the Union.

The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement; nor shall the arbitrator have jurisdiction, unless otherwise herein provided, in any case submitted to arbitration to affect in any way, directly or indirectly, by any decision or in any other manner, the right and responsibility of the Employer to direct its employees, the assignment of work; to employees, the shift schedules and hours of work and the rules and regulations to be made or applied for discipline.
The party referring a grievance to arbitration shall have the obligation of going forward with its case before the other party shall be required to present its case or adduce any testimony.

If there is a grievance, the Employer and the Union agree to a joint filing with the Commonwealth of Massachusetts Board of Conciliation & Arbitration, or with the American Arbitration Association by mutual agreement between the Union and the Employer under the provisions of Section 8 of Chapter 150E of the General Laws of Massachusetts.

The arbitrator shall issue his/her written decision not later than thirty (30) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of transmitting the final statement and proofs to the arbitrator. The decision of the arbitrator will be accepted as final by the parties to the disputes and both will abide by it.

The Employer agrees that it will apply to all substantially similar situations, the decision of an arbitrator sustaining a grievance, and the Union agrees that it will not represent any employee in any grievance, which is substantially similar to a grievance denied by the decision of an arbitrator. The arbitrator's fee will be shared equally by the parties to the dispute.

The grievant and either the president of the local or a witness shall be paid for attendance at arbitration hearings; the Town shall pay no other employee for attendance at arbitration hearings unless an employee is required, by the Town, to be in attendance.

ARTICLE VIII – COMPENSATION & CLASSIFICATION AND WAGE PLAN:

A. The parties agree that effective July 1, 2011, the salary schedule shown in "ATTACHMENT A" hereto shall be implemented.

B. In Fiscal Year 2012 the scale as shown for has been adjusted to reflect a one and one-half percent (1.5%) cost of living adjustment. In addition, in Fiscal Years 2013 and 2014, the cost of living adjustment will be two (2%) percent on July 1st of 2012 and two percent (2%) on July 1, 2013.

C. Employees hired prior to May 1, 2005 will only advance within each pay grade on July 1 of each fiscal year commencing in Fiscal Year 2007 (July 1, 2006) with the approval of the Department Head and the Town Administrator. All new employees hired after that date will only advance within each pay grade on the employee's anniversary date or anniversary date of the employee's most recent promotion with the approval of the Department Head and the Town Administrator. If advancement within the pay grade is denied, said denial is subject to grievance and arbitration.

D. Whenever a bargaining unit position is vacated for any reason, the Department Head or the Town Administrator may make a temporary written assignment of a lower-classified employee to perform the duties of the position. From the first day performing the duties of the position, the employee shall be compensated at the higher scale so as to provide an increment of at least $10.00 per week.

E. When possible new employees shall be hired at the minimum rate of the appropriate pay grade. All newly hired employees shall be employed on a probationary basis for one (1) year. During said period the employee may be terminated without cause. At the end of said probationary period the Employer will decide whether to appoint the employee permanently or to terminate the employee's service, based upon the performance of the employee and the recommendation of the employee's supervisor.

F. Employees will be required to document all hours worked through the use of a detailed time card at the discretion of Management for the calculation of all hours worked including overtime on a weekly basis.

G. If an employee is temporarily assigned to a job of a higher classification by the Supervisor, the employee will be entitled to the same step of a higher class while performing in said classification.

H. Employees who are required to use their own vehicle for work related duties shall be reimbursed at the IRS mileage rate. Employees shall submit and be paid for their mileage use on a monthly basis. In the event that a Town vehicle is available, this reimbursement shall not apply.

ARTICLE IX – OVERTIME:

For all employees, time and one half shall be paid for all hours worked in excess of thirty-five (35) hours in any one workweek. In lieu of overtime wages employees may be given compensatory time at time and one half. Employees may not accrue more than thirty-five (35) hours of compensatory time and all compensatory time must be used in the same fiscal year as it was earned.

An employee who is called into work after completion of his/her regular work day and prior to the starting time of his/her next regularly scheduled work day shall be paid at the rate of time and one-half his/her regular rate for all such hours worked and shall be guaranteed three (3) hours pay at said rate.

Overtime work shall be voluntary except where the health, safety or welfare of the public is endangered.

ARTICLE X – WORK WEEK:

The regularly schedule workweek for all employees shall consist of thirty-five (35) hours. The regularly scheduled workday shall consist of seven (7) consecutive hours, excluding meal periods. The regularly scheduled work weekday for an employee may be altered by mutual agreement between the Employee and Employer.

ARTICLE XA – REST PERIODS:

Employees shall receive two (2) rest periods of not more than fifteen (15) minutes in duration per workday. One rest period shall be taken at approximately mid-morning and one at approximately mid-afternoon as directed by the Department Head or his/her designee.

ARTICLE XI – HOLIDAYS:

Regular full-time employees will be granted the following holidays with pay provided the employee is on pay status on the last scheduled day prior to the holiday and the first scheduled day after the holiday.

New Year's 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

When any employee works on any of the holidays listed above, he/she shall be paid at the rate of time and one-half the regular rate for hours worked, in addition to the regular pay for that day.

*Employees required to work on this day at management's discretion shall receive the holiday at a future time of their choice prior to the end of the fiscal year. Departments required to remain open during the day after Thanksgiving and which have more than one employee covered by this Agreement shall attempt to staff that day by agreement among employees. In the event that agreement cannot be reached management shall make the determination of which employee shall be required to work that day.

If any of the holidays listed above occur within an employee's vacation period, he/she shall receive holiday pay, not vacation pay, for that holiday.

ARTICLE XII – NON-OCCUPATIONAL SICK LEAVE:

The payment of compensation to employees who are absent from work because of non-occupational illness or injury or exposure to contagious disease or severe emotional shock shall be subject to the following provisions:

A. Employees, who have been in the employ of the Employer for more than ninety (90) days, shall accrue sick leave at the rate of 8.75 hours for each month of service to a maximum of 105 hours (15 days) per year. Sick leave not used in the year in which it accrues, together with any accumulate sick leave standing to the employee's credit and not used in the current year, may be accumulated up to:

1,575 Hours = 225 Days

B. A new employee shall not be entitled to paid non-occupational sick leave until the employee has been employed for ninety (90) calendar days. At that time, the employee will be credited with sick leave retroactive to the first day of employment and shall become entitled to receive paid non-occupational sick leave.

C. The employee shall give to the Department Head notification of absence on the first day of absence. If such notification is not made, the Department Head shall credit the absence as unauthorized and without pay. Department Heads shall investigate and ascertain the validity of any request for sick leave. If it is determined that the request is valid, the Department Head shall approve the sick leave request. A physician's certificate shall be required by the Department Head for absences for five (5) consecutive working days, or after any sick leave use if the supervisor has reason to suspect abuse of sick leave and a meeting has been held with the Department Head and the employee to discuss the reasons of excess absenteeism.

D. If an employee is injured while working for another employer, he/she shall not be entitled to use of sick leave.

E. Sick Leave Buy Back - Upon the death or retirement of an employee who has attained 10 or more years of service, any sick leave accrued in excess of 100 days will be paid to the employee or his/her designated beneficiary at the employee's current rate of pay, provided however, that said payment shall not exceed three thousand five hundred ($3,500) dollars. Any payment under this provision shall not be included in or considered to be base pay for retirement or pension purposes.

ARTICLE XIIA – SICK LEAVE BANK:

Upon the effective date of this Agreement, a Sick Leave Bank for use by employees covered by this Agreement shall be established, subject to the following terms and conditions:

1. The Sick Leave Bank is designed for use by employees who are undergoing a prolong illness or disability and who intend to return to work immediately after the prolonged illness or disability. Prolonged disability or illness is construed to be an absence of twenty (20) consecutive working days or more.

2. The Sick Leave Bank shall maintain a maximum of one hundred fifty days (150). Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years. While the sick leave bank is at its maximum allotment, employees shall not be required to continue contributions to the bank. Said contributions shall resume in instances where the bank is not at maximum allotment.

3. To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Bank one (1) day from accumulated sick leave by August 1 of each contract year, or in the case of a new employee, within seven (7) months of his/her first workday. The total contribution per employee per year shall not exceed two (2) days. Employees enrolled in the sick bank shall be automatically re-enrolled in the sick bank annually unless he or she shall notify the Personnel Department in writing of his or her intention not to participate.

4. To be eligible for Sick Leave Bank days, the applicant must have accumulated at the beginning of the prolong illness twenty percent (20%) of the maximum accumulated sick days available to the employee since his/her employment or at least twenty percent (20%) of the accumulated sick leave available to the employee since his/her last prolonged illness. Further, the employee must have exhausted his/her accumulated sick days during the prolonged illness or disability before being eligible for Sick Leave Bank days.

5. Employees using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which they state their intent to return to service immediately after the prolonged illness or disability for a minimum of the length of the Leave and to meet all terms of the regulations. Default of this signed Agreement for reasons other than death of employee will result in refunding to the Town of Walpole the full amount of the salary received while covered by sick leave from the Sick Leave Bank.

6. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee of two (2) members, which shall have the authority to make further regulations, consistent with the terms of this Article. The Sick Leave Bank Committee will be composed of one member designated by the Union, one member designated by the Board of Selectmen/Town Administrator. In case of impasse between these two members, the Board of Selectmen will make the final decision. The chairperson of the Sick Leave Bank Committee shall be elected by the members of that Sick Leave Committee.

7. The Sick Leave Bank Committee shall determine the eligibility for the use of the Bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed twenty (20) days. The Sick Leave Bank Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:
    a. Adequate medical evidence of serious illness or disability, as determined by the Sick Leave Bank Committee in its sole discretion;
    b. Length of service in the Town; and
    c. Propriety of the use of previous sick leave.

The Sick Leave Bank Committee may establish other criteria and may seek additional medical opinions and evidence of the serious illness or disability.

8. Decisions of the Sick Leave Bank Committee are final and binding and its decisions are not subject to the grievance and arbitration procedure.

ARTICLE XIII – OCCUPATIONAL SICK LEAVE:

Employees who are absent from work as a result of personal injury received in the course of employment by the Town of Walpole will receive workers compensation benefits. Employees may choose to charge the difference between workers' compensation benefits and his/her regular work week pay against accumulated sick leave in order to receive a normal thirty-five hour work week pay. As a condition for said benefit, the employee shall enter into written agreement with the Employer wherein he/she agrees to reimburse the Employer in the event of excess workers' compensation benefits during said period.
All determinations for workers' compensation status, including but not, limited to; eligibility, return to work, etc., shall be made by an Employer appointed physician or medical agency at the Employer's expense.

ARTICLE XIV– BEREAVEMENT LEAVE:

An employee shall be granted up to five (5) days leave without loss of pay in the event of death of an immediate family member of the employee. After ninety (90) days of continuous employment, an employee shall be granted up to three (3) days leave without loss of pay, in the event of death of a family member of the employee and up to two (2) days bereavement leave without loss of pay in the event of death of an aunt or uncle.

Immediate family member shall be spouse, child, parent or sibling, stepparent, stepchild.
Family member shall be mother-in-law, father-in-law, grandparents, grandchildren, stepsibling, significant other and other in-laws.

ARTICLE XV – JURY DUTY:

An employee called for Jury Duty shall be paid by the Employer an amount equal to the difference between the compensation paid for a normal work period and the amount paid by the court, excluding allowance for travel, and this will be certified to the Accountant upon presentation of the check for monies received for Jury Duty.

ARTICLE XVA – MILITARY LEAVE:

A military leave of absence, without compensation, shall be granted to any employee called to active duty with the Unite States Armed Forces. U.S. Military Service incurred by an employee after his/her employment by the Town shall be credited as time served in the Town's employ, provided that he/she applies for reinstatement within ninety (90) days of discharge or release from inactive duty.

ARTICLE XVI – LONGEVITY PAY PLAN:

Longevity pay will be made to employees for continuous full time employment in accordance with the following schedule:

After five (5) years of service	$350.
After ten (10) years of service	$450.
After fifteen (15) years of service	$550.
After twenty (20) years of service	$650.
After twenty-five (25) years of service	$750.

Longevity payments shall be made annually to qualified employees on their anniversary date of employment.

ARTICLE XVII– SENIORITY:

The length of continuous service of the employee as a full time Clerical employee shall determine the seniority of the employee. The principles of qualifications, ability and seniority shall govern and control in the case of promotion, vacations and transfers.

ARTICLE XVIII – JOB POSTING AND BIDDING:

When a vacancy caused by promotion, death, retirement, resignation, transfer, termination or availability of a new position occurs and the position vacant is covered by this Agreement and the Employer determines that the vacant position is to be filled, the Employer will post said vacancy. The notice of vacancy will be posted in a conspicuous place listing the pay, duties and qualifications required. The notice of vacancy will remain posted for seven (7) working days. Employees who are interested in the position shall apply in writing to the Department Head within seven (7) working days period. The Employer may simultaneously advertise the position through external sources. If the qualifications of the applicants are equal, then seniority shall govern.

ARTICLE XVIIIA – JOB REDUCTION, LAYOFF AND RECALL:

In the case of a layoff or reduction of work, the layoff or reduction of employees with each job classification or position assignment shall be determined by the length of continuous service of the employees holding the position within the bargaining unit. The employee with the least seniority shall be laid off or demoted first.

Reinstatement within each classification or position assignment shall be in the reverse order of the lay-off; that is, the most senior employee in the position in the department will be recalled first. Recall rights are in effect for twenty-four (24) months from the layoff date.

ARTICLE XIX – VACATIONS:

Vacation leave with pay shall be granted to employees in accordance with following provisions:

A. The vacation year of each employee shall start on the anniversary date of the employee's date of full time employment.

B. Employees shall be credited as of their anniversary date with vacation leave with pay not to exceed the following:
   - For service of one (1) year but less than five (5), vacation leave of two (2) times weekly authorized hours
   - For service of five (5) years but less than ten (10), vacation leave of three (3) times weekly authorized hours
   - For service of ten (10) years but less than twenty (20), vacation leave of four (4) times weekly authorized hours

     ** As part of the vacation schedule listed above, employees shall receive additional vacation days as follows:
     - At year sixteen (16): One (1) additional day (21 total)
     - At year seventeen (17): Two (2) additional days (22 total)
     - At year eighteen (18): Three (3) additional days (23 total)

- At year nineteen (19): Four (4) additional days (24 total)

- For service of twenty (20) years or more, vacation leave of five (5) times weekly authorized hours

F. If an employee's anniversary date occurs after the summer months, and he/she wishes to take vacation during this period, he/she may, with the approval of the Department Head and the Town Administrator, receive an advance on his/her vacation leave up to the amount of leave actually earned at the time of his/her vacation. Any such advance shall be deducted from the amount of credit due on his/her anniversary date.

G. Vacation leave shall be granted at such times during the vacation year as will best serve the public interest. Preference shall be given persons on the basis of years of service.

H. Vacation leave shall not be accumulated from year to year except that ten (10) days of vacation may be carried over with the approval of the Department Head and the Town Administrator.

I. Any regular employee whose employment is terminated in any year by dismissal without just cause, or by resignation, retirement or death without having taken vacation to which the employee is entitled, he/she, or in the case of his/her estate shall be paid in lieu of such vacation an amount equal to one (1) days pay at his/her regular rate for each such day of unused vacation.

ARTICLE XX – PERSONAL LEAVE:

Each employee shall be entitled to receive sixty percent (60%) of weekly-authorized hours of personal leave per contract year. New employees will be entitled to said personal leave upon completion of ninety (90) days of employment, however, the amount of personal leave in the first year of employment shall be pro-rated to the amount of time employed during the first year, inclusive of the ninety (90) day period. . Employees must notify the Department Head or his/her designee of an absence the morning in which he or she uses a personal day.

An employee who has been employed with the Employer in a position covered by this collective bargaining agreement for the entire fiscal year and has used no sick leave during that fiscal year, shall be entitled to an additional twenty percent (20%) of the weekly authorized hours for personal leave, i.e. a total of sixty percent (60%) of the weekly authorized hours for personal leave in one fiscal year if no sick leave has been used in the previous fiscal year.

ARTICLE XXA – MATERNITY LEAVE:

Maternity leave will be granted up to twelve (12) weeks. Leave shall be unpaid or if the employee has any accumulated sick leave, she may use it subject to the provisions of the Non-Occupational Sick Leave Article of this Agreement. Upon her return, the employee shall be restored to her previous position.

ARTICLE XXI – LEAVE OF ABSENCE:

A leave of absence without pay may be granted to an employee at the discretion of the Town Administrator, subject to the approval of the Board of Selectmen, for a period of not more than six (6) months. Seniority shall not accumulate during a leave of absence.

ARTICLE XXII – UNION PRIVILEGES:
Bulletin board space shall be reserved at an accessible place for the dissemination of information by the Union. The parties agree it would be improper to post denunciatory or inflammatory written material. Notices must be signed by the Union representative.

Representatives of the Union may enter the premises of the Employer for individual discussions on work conditions with employees, provided that the Department Head and the Town Administrator have previously given permission with a time limit if the Department Head or the Town Administrator so stipulates and the union representatives do not interfere with the performance of duties assigned to the employees or the flow of business within the department.

ARTICLE XXIII – EDUCATION:
On a one-time basis only in Fiscal Year 2012, employees covered hereunder shall receive a $200 training supplement as part of the elimination of the education tuition reimbursement language. This shall not be repeated in any other fiscal year. This Article XXIII is hereby eliminated effective July 1, 2011.

ARTICLE XXIV – INSURANCE:
Effective March 1, 2012 (February 1, 2012 billing), the Employer will pay eighty percent (80%) and the Employee will pay twenty percent (20%) of the HMO Group Health Insurance so called West Suburban Health Group "Rate Saver" premiums. For employees hired on or after January 1, 2003, the Employer will pay seventy percent (70%) and the Employee will pay thirty percent (30%) of the HMO Group Health Insurance so called West Suburban Health Group "Rate Saver" premiums. For employees employed as of May 1, 2011, the Town will pay the same dollar amount to the HMO/EPO "legacy" plans of the respective carrier that it pays to the HMO/EPO "Rate Saver" plans based upon the percentage splits set fort above. For example, if the Employer's contribution of 80% toward the Network Blue NE Options "Rate Saver" family plan amounts to a contribution of $1,152.80 per month, the Employer shall contribute only $1,152.80 per month toward the cost of the "legacy" Network Blue EPO family plan.

All employees hired after May 1, 2011 shall only be eligible to participate in the HMO/EPO so-called "Rate Saver" group health insurance 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.

In each odd numbered fiscal year the Town shall reimburse each employee an amount not exceeding two hundred ($200) dollars for the purchase of eyeglasses.

ARTICLE XXIX – SEXUAL HARASSMENT POLICY:
It is the Employer's goal to provide an atmosphere free of sexual harassment for any individual working for the Employer and to provide a mechanism by which they can bring any concerns about sexual harassment to the Employer's attention.

The following summarizes the commitment and procedures relative to the prohibition of sexual harassment covering employment with the Town of Walpole. The Sexual Harassment Policy and Complaint Procedure of the Town of Walpole has been endorsed by the Board of Selectmen and the Personnel Board, is given to all employees as stipulated by Law and is the governing policy and procedure for all employed by the Town of Walpole.

SEXUAL HARASSMENT

Harassment in any form or for any reason is absolutely forbidden. This includes harassment of a subordinate by supervisor, among staff, or between staff and the public. Sexual harassment includes sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature when:

Employees:

1. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or offensive working environment.
2. Submission to such conduct is made either explicitly or implicitly a term or a term of condition of an employee's employment.
3. Submission to, or rejection of, such conduct by an employee is used as a basis for employment.

REPORTING

If you believe you may have been sexually harassed, or if you witness or learn about the harassment of another individual, you should inform your Department head immediately. If you do not wish to discuss the issue with the Department head, you may report it to the Assistant Town Administrator. In turn, it will be reported to the Town Administrator. If you do not wish to discuss the issue within your Department, then you should inform the Town Administrator or his/her designee. This designee will be of opposite sex of the Town Administrator. They are all responsible for enforcing this policy.

INVESTIGATION

The Town Administrator or his/her designee will promptly investigate every complaint of sexual harassment. Such investigation may include discussions with all involved parties, identification and questioning of witnesses and other appropriate actions.

If the investigator determines that sexual harassment has occurred, he/she will take action to end the harassment and ensure that it is not repeated. Steps the Town Administrator or his/her designee may take include, among others, warnings, transfers, suspension, probation and discharge. Any staff member who is dissatisfied with the results or progress of the investigation may discuss his/her dissatisfaction directly with the Town Administrator.

ARTICLE XXVI – SAVINGS CLAUSE:

If any provision of the Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

Each employee has access to the contents of their personnel file.

ARTICLE XXVII – RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS:
The union and the Employer agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union in consideration of the value of this Agreement and its terms and conditions, and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties, including extra hours of service, on the part of any employee covered by this Agreement.

ARTICLE XXVIII – WAIVER OF RIGHTS TO REOPEN THE AGREEMENT:
The Union and the Employer agree that each has had a right to bargain for any provision that they wished in the Agreement, and each expressly waives the right to reopen the Agreement for any further demands or proposals that could have been made prior to the effective date of this Agreement and that the present Agreement constitutes a complete Agreement on all matters and that if any other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXX – DURATION OF AGREEMENT:
This Agreement and each of its provisions shall be in effect as of July 1, 2011 and shall continue in full force and effect until June 30, 2014.

Should neither party to this Agreement send notice of termination ninety (90) days prior to the termination of this Agreement, it shall be considered to be automatically renewed for another twelve (12) months.

This Agreement entered into this 29 day of May, 2012 subject to appropriation of funds by a Town Meeting to pay the costs agreed herein.

FOR THE TOWN OF WALPOLE

Board of Selectmen

FOR THE UNION

Council Representative

Local 1957 President

TOWN OF WALPOLE - TOWN HALL CLERICAL WAGE SCALE
"ATTACHMENT A"

C-1 **Customer Service Representative**

C-2 **Staff Assistant**

C-3 **Payroll Assistant**
Purchasing Assistant

C-4 **Senior Staff Assistant**

C-5 **Assistant Town Clerk**

FISCAL YEAR 2012 - JULY 1, 2011 - JUNE 30, 2012 (1.5%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
C-1	$18.14	$18.60	$19.06	$19.54	$20.03	$20.52	$21.04	$21.57	$22.10	$22.65	$23.22	$23.80	$24.40	$25.01	$25.63
C-2	$19.15	$19.63	$20.12	$20.63	$21.15	$21.67	$22.22	$22.77	$23.34	$23.93	$24.53	$25.13	$25.76	$26.41	$27.07
C-3	$20.21	$20.71	$21.23	$21.77	$22.31	$22.86	$23.44	$24.02	$24.62	$25.24	$25.86	$26.51	$27.18	$27.86	$28.55
C-4	$21.22	$21.76	$22.30	$22.85	$23.43	$24.01	$24.61	$25.23	$25.86	$26.50	$27.17	$27.85	$28.54	$29.26	$29.99
C-5	$22.28	$22.83	$23.41	$23.98	$24.59	$25.21	$25.83	$26.48	$27.14	$27.82	$28.51	$29.23	$29.96	$30.70	$31.48

FISCAL YEAR 2013 - EFFECTIVE JULY 1, 2012 (2%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
C-1	$18.50	$18.97	$19.44	$19.93	$20.43	$20.93	$21.47	$22.00	$22.54	$23.11	$23.68	$24.28	$24.89	$25.51	$26.15
C-2	$19.54	$20.03	$20.53	$21.04	$21.57	$22.11	$22.66	$23.23	$23.81	$24.41	$25.02	$25.64	$26.28	$26.94	$27.61
C-3	$20.61	$21.12	$21.66	$22.20	$22.76	$23.32	$23.91	$24.50	$25.11	$25.74	$26.38	$27.04	$27.73	$28.42	$29.12
C-4	$21.65	$22.19	$22.75	$23.31	$23.90	$24.49	$25.10	$25.73	$26.38	$27.03	$27.71	$28.41	$29.11	$29.85	$30.59
C-5	$22.72	$23.29	$23.88	$24.46	$25.08	$25.71	$26.35	$27.01	$27.68	$28.38	$29.08	$29.82	$30.56	$31.32	$32.11

FISCAL YEAR 2014 - EFFECTIVE JULY 1, 2013 (2%)

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
C-1	$18.87	$19.35	$19.83	$20.33	$20.84	$21.35	$21.90	$22.44	$22.99	$23.57	$24.16	$24.77	$25.39	$26.02	$26.67
C-2	$19.93	$20.43	$20.94	$21.46	$22.00	$22.55	$23.11	$23.69	$24.29	$24.90	$25.52	$26.15	$26.80	$27.47	$28.16
C-3	$21.02	$21.55	$22.09	$22.65	$23.21	$23.79	$24.39	$25.00	$25.62	$26.26	$26.91	$27.58	$28.28	$28.99	$29.70
C-4	$22.08	$22.63	$23.20	$23.78	$24.38	$24.98	$25.60	$26.25	$26.91	$27.57	$28.27	$28.98	$29.69	$30.44	$31.21
C-5	$23.18	$23.76	$24.35	$24.95	$25.58	$26.22	$26.88	$27.55	$28.24	$28.94	$29.66	$30.41	$31.17	$31.95	$32.75