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, 2011 THROUGH JUNE 30, 2014

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ARTICLE 1 – PREAMBLE:

This Agreement entered into this day of _____, 2011 between 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").

ARTICLE II – MANAGEMENT RIGHTS:

It is the 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.

Except as expressly modified or restricted by the clear and explicit language of other provisions of this Agreement, 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 operation 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 of work, and to select, hire and promote employees, including the right to make and apply rules and regulations of discipline, efficiency and safety.

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

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 employee organizations, or to refrain from such activity; to hold office 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.

There shall be no solicitation 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 Library employees accept the provisions of the Americans with Disabilities Act of 1990 as may be amended from time to time.

ARTICLE II – MANAGEMENT RIGHTS (Continued):

The Library employees accept the provisions of the Federal Family and 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 and Family Obligations Leave Acts of 1993 and 1998 respectively (FMLA and FOLA (also referred to as the Small Necessities Leave Act)) 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 III – 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 IV – RECOGNITION:

The Employer recognizes the Union as sole and exclusive bargaining agent for the purposes of establishing conditions of employment for those employees of the Walpole Public Library as shown in Certification Case No. MCR-2116.

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 for the duration of this Agreement.

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.

ARTICLE V – UNION DUES:

Members of the Union shall tender 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, the Employer agrees to deduct, each month, Union Membership Dues levied in accordance with the constitution of the Union from the pay of each employee in the unit 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.

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 VI – AGENCY SERVICE FEE:

In accordance with the provisions of Chapter 150E of the General Laws, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual membership dues.

In consideration of the municipal Employer's entering into this collective bargaining agreement, which agreement includes an agency service fee provision, the Union hereby agrees to indemnify the said Employer and hold it harmless from any and all claims, liabilities or costs of the Employer which arise out of entering into enforcement of said provision of the payroll deduction of agency service fees.

ARTICLE VII – UNION REPRESENTATIVES:

A written list of Union Stewards and other Representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any changes.

The above shall be granted reasonable time off during working hours to investigate and settle grievances.

ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURE:

Grievance Procedure

It is the declared objective of the parties to encourage prompt resolution of grievances. The parties recognize the importance of prompt and equitable disposition of 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.

ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURE (Continued):

Definition

A "grievance" shall mean a complaint that there has been a violation or misinterpretation of any provision of this Agreement.

Step 1

An employee and/or the Union Representative shall present a grievance, in writing, to the Library Director within four (4) working days after the act or condition, which is the basis of the complaint, occurred. The employee and the Library Director 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 Library Director shall communicate his/her decision to the aggrieved employee within four (4) working days after receiving the complaint. The Union will receive a copy. 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.

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 Library Trustees within five (5) working days after the decision at Step 1 has been received. 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 Library Trustees will arrange for a meeting with the aggrieved employee and his/her Union Representative, if any. The aggrieved employee shall be present at the conference, except that the employee need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Library Trustees is one of interpretation of a provision of the Agreement or of what is established policy or practice. The Library Trustees shall issue their decision on the grievance as soon as possible, but no later than ten (10) 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 or their designee 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 of

ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURE (Continued):

Selectmen or their designee shall issue a decision on the grievance as soon as possible, but not later than fifteen (15) days after the next regular meeting of the Board of Selectmen.

Step 4

If the grievant is still unsettled, either party may, within fifteen (15) days after the reply of the Board of Selectmen is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by the Commonwealth of Massachusetts Board of Conciliation & Arbitration

The decision of arbitrator shall be supported by substantial evidence presented at the hearing. The arbitrator shall have no power to add to or subtract from or modify in any way the terms of this Agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.

Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure starting at Step 3.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE IX – OVERTIME:

For all employees, time and one-half shall be paid for all work in excess of thirty-five (35) hours in any one-week. Pay for overtime work is not to be pyramided.

Overtime work shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their workweek.

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE X – CALL BACK:

Any employee called back to work after having completed the assigned work and left the place of employment and before his/her next regularly scheduled starting time, shall be paid at the overtime rate for all hours worked on recall. The employee shall be guaranteed a minimum of three (3) hours pay.

Employees will be called back using a seniority list. Any employee who either accepts or declines call back will be placed at the bottom of said list.

ARTICLE XI – WORK WEEK:

The regular hours of work for full time employees will be thirty-five (35) hours per week. Effective July 1, 1999 part-time employees with regular authorized work schedules will be eligible for the benefits delineated in this contract on a pro-rated basis as follows:

> Part-time workweek equals number of authorized hours (not overtime) worked in the prior fiscal year divided by fifty-two (52) weeks. New employees will use the first twenty-six (26) weeks as the basis.
>
> Part-time employee's day equals the part-time week divided by five (5).

These definitions apply throughout the contract whenever the term week or day is used.

The Library Director shall determine the work schedule of employees. The regular workweek shall be Sunday through Saturday. Any changes in the regular workweek must be agreed to by the Union. Further, this provision shall not apply in the event of a layoff of a barging unit member or members. Sunday work shall be voluntary and paid at the overtime rate. Library hours on Sunday shall be a minimum of three (3) hours, but not to exceed five (5) hours.

Effective July 1, 1999 when an employee must come to work to empty the "Book Box" and administer the book returns, etc., on a day that the Library is closed, the employee will receive a minimum of three (3) hours of pay at her/his overtime rate of pay.

ARTICLE XIA – REST PERIOD:

Employees working a shift of four hours or more shall receive a rest period of fifteen (15) minutes. Employees working a shift of six or more hours shall receive two (2) rest periods of fifteen (15) minutes. Employees are entitled to take these two rest periods together to make one half hour break. This opportunity to take one half hour rest period shall not be used to end the shift one half hour early.

ARTICLE XII – HOLIDAYS:

Permanent employees will be granted the listed holidays as a day (as defined in Article XI) with pay provided the employee worked the regularly scheduled hours 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	Christmas Day
Independence Day	

Employees scheduled to work on any holiday with scheduled hours greater than the employee's defined "day" (as defined in Article XI) may work an additional number of hours as

ARTICLE XII – HOLIDAYS (Continued):

assigned by the Library Director in that same week to make up the difference between the regularly scheduled holiday hours and the number of hours in the employee's defined day.

Holiday pay shall be given for the evening of July 3rd and the evening before Thanksgiving for the hours from 5:00 p.m. until closing. Holiday pay shall be given for Christmas Eve Day and New Year's Eve Day for hours equal to those given to Town Hall members of this Union. Should other members of this Union not receive holiday pay for these days, then Holiday pay will revert to past practice. Should the Library remain open any member of this bargaining unit who worked those hours shall be paid time and one half for the holiday time.

If a holiday occurs within an employee's vacation period, he/she shall receive holiday pay, not vacation pay, for that holiday.

ARTICLE XIII – SICK LEAVE:

Employees, who have been in the employ of the Employer for more than ninety (90) days, shall accrue sick leave at the rate of twenty-five percent (25%) of the weekly-authorized hours (as defined in Article XI) for each month of service.

Calculation equation: Twenty-five percent (25%) x weekly authorized hours (as defined in article) equal number of accrued sick leave hours per each month of service.

A new employee shall not be entitled to paid non-occupational sick leave until the employee has been employed for ninety (90) calendar days. Until the employee reaches twenty-six (26) weeks of employment, the work week equals number of authorized hours (no overtime hours) worked since the date of hire divided by the number of calendar weeks since the date of hire. The part-time employee day equals this workweek divided by five (5). At that time, the employee will accrue sick leave retroactive to the first day of employment and shall become entitled to receive paid non-occupational sick leave henceforth.

Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit and not used in the current year, may be accumulated by clerks for use in subsequent years up to a maximum of 185 days as defined in Article XI.

Absence from duty shall be charged against sick time accrued for the following reasons:

a. When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off-duty hours.

b. When a serious illness of an employee's parent, spouse or child, who is a resident of the household, requires the employee's personal attention.

c. Personal illness.

ARTICLE XIII – SICK LEAVE (Continued):

Employees shall give the Library Director notification of absence at least one hour prior to the start of the shift in which sick leave is intended.

The Employer may require a doctor's verification of illness when the Employer has just and sufficient cause to do so.

ARTICLE XIV – SICK LEAVE BUY BACK:

Upon the death or retirement from the Town of Walpole into the Norfolk County Retirement System of an employee who has attained 10 or more years of service, any sick leave accrued in excess of seven hundred hours 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 two thousand five hundred dollars ($2,500).

Any payment under this provision shall not be included in or considered to be base pay for retirement or pension purposes. Date of retirement and the granting of retired status will be provided by the Norfolk County Retirement.

ARTICLE XV – 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 workweek pay against accumulated sick leave in order to receive a normal scheduled workweek pay. 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 XVA – MILITARY LEAVE:

A military leave of absence, without compensation, shall be granted to any employee called to active duty with the United 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 to inactive duty.
Any employee required to serve on annual tours of duty with a reserve component of the U.S. Armed Forces shall be paid an amount equal to the difference between the compensation received for such service and his/her regular pay

ARTICLE XVI – BEREAVEMENT LEAVE:

After ninety (90) days of continuous employment, an employee shall be entitled to five (5) working days (as defined in Articles XI and XIII) leave with pay for reason of death of immediate family member, three (3) days leave with pay for reason of death of other family member and 1 (one) day with pay for reason of death of aunt or uncle.

The term "immediate family member" shall include spouse, child, parent, brother, sister, stepparent and stepchild. The term "other family member shall include mother-in-law, father-in-law, grandparents, grandchildren, step sibling and other in-laws.

ARTICLE XVII – 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 XVIII – CLASSIFICATION AND WAGE PLAN:

A. The Classification and Wage Plan, as shown in the Wage Scale in "Attachment A" reflect the increases" as set forth below:

   Fiscal Year 2012 – 1.5% Wage Rate Increase (Effective December 1, 2011)
   Fiscal Year 2013 – 2% Wage Rate Increase
   Fiscal Year 2014 – 2% Wage Rate Increase

   Step increases shall be effective on July 1st of each succeeding year for employees hired before July 1, 2008. Employees hired after that date will receive step increases on their anniversary date.

B. Employees will be required to document all hours worked through the use of a detailed time card signed by both the employee and the supervisor for the calculation of all hours worked including overtime on a weekly basis.

C. All newly hired employees shall be employed on a probationary basis for the first twelve (12) months; and at the end of said period, the Employer will either appoint the employee permanently or terminate the employee's services based upon the performance of the employee and the recommendation of the employee's supervisor.

ARTICLE XIX – DIFFERENTIAL:

Employees working between 5:00 P.M. and closing, shall receive one dollar (1) per hour in addition to their regular pay.

Employees working on Saturday will receive one dollar and twenty-five cents ($1.25) per hour in addition to their regular pay.

ARTICLE XX – LONGEVITY PAY PLAN:

Longevity pay will be made to employees as follows:

Five (5) years of service	Two hundred fifty dollars ($250)
Ten (10) years of service	Three hundred fifty dollars ($350)
Fifteen (15) years of service	Four hundred fifty dollars ($450)
Twenty (20) years of service	Five hundred fifty dollars ($550)

Longevity payments will be payable on an employee's anniversary date of employment.

ARTICLE XXI – SENIORITY:

The length of continuous service of the employee in the Library shall determine the seniority of the employee. The principles of qualifications and ability shall govern and control in the case of promotion and transfers. When all qualifications are equal, seniority shall prevail. Vacations shall be governed by seniority.

ARTICLE XXII – 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 person with the most seniority shall be rehired or reinstated first. Recall rights are in effect for twenty-four (24) months.

ARTICLE XXIIB - 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 and Family Medical Leave Articles of this Agreement. Upon her return, the employee shall be restored to her previous position

ARTICLE XXIII – VACANCY:

When a vacancy caused by promotion, death, retirement, resignation, transfer, termination or availability of a new position occurs within the Library 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 Library Director within seven (7) working days period. The Employer may simultaneously advertise the position through external sources.

ARTICLE XXIV – VACATIONS:

Part-time employees shall be eligible for vacation using the definitions of "part-time week" and "part-time day" as stipulated in Article XI. For the duration of this Agreement, any regular employee who has been in the employment of the Employer for:

- one (1) year of continuous employment shall be entitled to two (2) times weekly authorized hour's vacation time with pay.

- five (5) year of continuous employment shall be entitled to three (3) times weekly authorized hour's vacation time with pay.

- ten (10) year of continuous employment shall be entitled to four (4) times weekly authorized hour's vacation time with pay.

- twenty (20) year of continuous employment shall be entitled to five (5) times weekly authorized hour's vacation time with pay.

Requests for vacations shall be submitted to the Employer two weeks prior to vacation period.

Any regular employee may carry over ten (10) vacation days per year.

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, the employee or his/her designated beneficiary 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. Any employee who resigns shall give the employer at least two (2) weeks notice and failing to do so shall not be eligible to receive this terminal vacation pay as provided herein. Any employee dismissed for just cause shall not be eligible to receive terminal vacation pay.

ARTICLE XXV – PERSONAL LEAVE:

Employees shall be granted time off in an amount equal to forty (40) percent the weekly authorized hours per contract year with pay. Part-time employees shall be eligible for personal leave using the definitions of "part-time week" and "part-time day" as stipulated in Article XI. 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.

ARTICLE XXVI – LEAVE OF ABSENCE:

Employees may be granted a leave of absence without pay up to four (4) months, with the approval of the Library Director.

ARTICLE XXVII – MISCELLANEOUS PROVISIONS:

1. **BULLETIN BOARDS** – Announcements, with the approval of the Library Director shall be posted in suitable places conspicuous to the employees. Parties to this Agreement, both of who may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciations.
2. **ACCESS TO THE PREMISES** – The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, and/or Local 1957, to enter the premises at any reasonable time during working hours for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned the employees.

3. **MISCELLANEOUS PROVISIONS** – In case of any question regarding a matter not explicitly covered by this Agreement, it will be resolved according to the Town of Walpole Personnel By-laws or State Statute accepted by the Town if not covered in the Town of Walpole Personnel By-laws.
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.
5. **EYEGLASSES REIMBURSEMENT** – Effective June 30, 2012, employees covered under this agreement shall be eligible, in each odd-numbered fiscal year, for up to $200 for the purchase of prescription eyeglasses, subject to a requirement that the employee must provide a valid receipt for purchase of said prescription eyeglasses.
6. **NEW LIBRARY OPERATIONS** – The Employer agrees to meet with union employees to discuss operations and actual working condition impacts of the New Library. This meeting shall occur not less than six months nor more than twelve months following the opening of the new building scheduled by the Employer.

ARTICLE XXVIII – INSURANCE:

Effective January 1, 2012 (December 1, 2011 billing), 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 70% 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.

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 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 sixty (60) days prior to the termination of this Agreement, it will be considered to be automatically renewed for another year.

This Agreement entered into this day of _____, 2011 subject to appropriation of funds by a Town Meeting to pay the costs agreed herein.

FOR THE TOWN OF WALPOLE	**FOR THE UNION**
_____	_____ Council Representative
_____	_____ Local 1957 President
_____	_____
_____	_____
_____ Board of Selectmen	_____
_____ Date	_____ Date

TOWN OF WALPOLE - LIBRARY EMPLOYEES WAGE SCALE - ATTACHMENT "A"

	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
FY'2012 (07/01/11)	$15.21	$15.52	$15.83	$16.14	$16.47	$16.80	$17.13	$17.48	$17.82	$18.18	$18.54	$18.92	$19.29	$19.68	$20.07
FY'2012 (12/01/11)	$15.44	$15.75	$16.07	$16.39	$16.71	$17.05	$17.39	$17.74	$18.09	$18.45	$18.82	$19.20	$19.58	$19.97	$20.37
FY'2013 (07/01/12)	$15.75	$16.07	$16.39	$16.71	$17.05	$17.39	$17.74	$18.09	$18.45	$18.82	$19.20	$19.58	$19.97	$20.37	$20.78
FY'2014 (07/01/13)	$16.07	$16.39	$16.71	$17.05	$17.39	$17.74	$18.09	$18.45	$18.82	$19.20	$19.58	$19.97	$20.37	$20.78	$21.20

10/3/2011