

**AGREEMENT BETWEEN  
THE TOWN OF WALPOLE  
AND  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES  
AFL-CIO STATE COUNCIL 93, LOCAL 1957,  
DEPARTMENT OF PUBLIC WORKS  
JULY 1, 2011 THROUGH JUNE 30, 2014**

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## **ARTICLE 1 – PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 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.

Management’s right to assign employees to snow and ice operations is recognized. Snow and ice operations will be taken as directed by the Division Superintendent or his/her designee. (The Board of Selectmen will post, at the D.P.W. Garage, a copy of the Town’s vehicle liability insurance policy and the Town’s policy relating to the legal protection of Town employees.)

Management’s right to assign employees to inter-divisional work assignments is recognized. subject to the following restrictions:

- a. Inter-divisional assignments will be the result of emergency work or short-term priority projects determined by Management.
- b. Inter-divisional assignments shall not be used to supplement a reduction in personnel.
- c. Inter-divisional work shall be assigned to any employee who is physically able and reasonably capable of performing the required work.
- d. The Union has the right to grieve any abuse of this clause.

It 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.

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

The DPW Union accepts the provisions of the Commercial Driver's License, as determined by Federal Highway Administration (Alcohol and Drug Testing requirements for Commercial Motor Vehicle drivers material presented Federal Highway Administration 2/15/94).

The DPW Union accepts 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 Employer is subject to the provisions of the Family Medical Leave and 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 III – RECOGNITION**

The Employer recognizes the Union as the sole exclusive collective bargaining representative for all full-time employees working in the Department of Public Works in the positions of: Building Custodian; Public Works Laborer; Building, Motor Equipment, and Public Works Maintenance, Building and Public Works Maintenance Craftsperson; Heavy Motor Equipment Operator; Water Meter Maintenance; Pump Station Operator; Special Motor Equipment Operator; Finish Carpenter; Sewer System/Septage Facility Operator; Motor Equipment Repair; Water System Technician; Cabinet Maker; Arborist; and Foreman. Office, clerical, administrative, technical, professional, temporary and part-time employees in the Department of Public Works are excluded. In addition, the Employer, at its' discretion, may employ seasonal snow removal and snow plow operators which shall also be excluded, however must have retired from service as a Walpole Public Works union employee. It is understood that these seasonal snow positions shall be compensated at a rate of equal to a W-1 Step 1 union employee, and may only supplement but not replace union workers.

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 for such employees, or make any agreement with any such labor group or organization 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.

The Union and the Employer mutually recognize and concur with their mutual respective commitment to Equal Employment Opportunity and agree that neither party shall discriminate against any employee or applicant covered by the terms of this Agreement because of race, religion, color, creed, sex, national origin or age.

#### **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 10<sup>th</sup> day of succeeding month.

#### **ARTICLE V-A – 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 position. 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. A valid grievance shall only be processed following presentation by the aggrieved party to and acceptance by a DPW Grievance Committee. Said committee shall be comprised of one member from each division. A majority of said committee members must vote favorably on any submitted grievance prior to its submission under Step 1 or Step 2 below. 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 Director of Public Works 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 Director shall center 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 he/she may be represented by a Union Representative; but where the employee is represented, then he/she must be present. The Department Head shall communicate his/her decision to the aggrieved employee within five (5) working days after receiving the complaint. 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 Director shall be absent, the Town Administrator will designate an Acting Director who will fulfill the duties of the Director as required in Step 1.

### **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 five (5) working days after he/she 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 his/her 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 not later than five (5) 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. The Board shall conduct a hearing if requested by the aggrieved. 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 Selectmen shall issue a decision on the grievance as soon as possible, but not later than ten (10) working 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.

The arbitration proceeding shall be conducted by the Commonwealth of Massachusetts Board of Conciliation & Arbitration, or the American Arbitration Association by mutual agreement between the Union and the Employer.

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 bring or continue and 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:**

In Fiscal Year 2012 the scale as shown 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 1<sup>st</sup> of 2012 and two percent (2%) on July 1, 2013. Salary and wage adjustments for Fiscal Year 2012 shall commence on December 1, 2011 with no retroactive pay between July 1, 2011 and December 1, 2011.



<u>Grade</u>	<u>Title</u>		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
W-1	Building Custodian Public Works Laborer	<b>FY'2012 (1.5%)</b>	\$18.86	\$19.43	\$20.01	\$20.29	\$20.70	\$21.11	\$21.53
		<b>FY'2013 (2%)</b>	\$19.23	\$19.81	\$20.41	\$20.69	\$21.11	\$21.53	\$21.96
		<b>FY'2014 (2%)</b>	\$19.62	\$20.21	\$20.82	\$21.11	\$21.53	\$21.96	\$22.40
W-2	Motor Equipment Operator	<b>FY'2012 (1.5%)</b>	\$20.33	\$20.95	\$21.53	\$21.85	\$22.29	\$22.71	\$23.16
	Building Maintenance Person	<b>FY'2013 (2%)</b>	\$20.74	\$21.37	\$21.96	\$22.29	\$22.74	\$23.16	\$23.63
	Motor Equipment Maintenance Person	<b>FY'2014 (2%)</b>	\$21.15	\$21.80	\$22.40	\$22.73	\$23.19	\$23.63	\$24.10
	Public Works Maintenance Person								
W-3	Building Maintenance Craftsperson	<b>FY'2012 (1.5%)</b>	\$21.63	\$21.85	\$22.03	\$22.31	\$22.75	\$23.21	\$23.67
	Public Works Maintenance Craftsman	<b>FY'2013 (2%)</b>	\$22.07	\$22.29	\$22.47	\$22.76	\$23.21	\$23.67	\$24.14
	Water Meter Maintenance Person	<b>FY'2014 (2%)</b>	\$22.51	\$22.73	\$22.92	\$23.21	\$23.67	\$24.14	\$24.62
	Pump Station Operator								
W-3A	Heavy Motor Equipment Operator	<b>FY'2012 (1.5%)</b>	\$22.07	\$22.28	\$22.47	\$22.75	\$23.22	\$23.67	\$24.14
		<b>FY'2013 (2%)</b>	\$22.52	\$22.72	\$22.92	\$23.21	\$23.68	\$24.14	\$24.63
		<b>FY'2014 (2%)</b>	\$22.97	\$23.18	\$23.38	\$23.67	\$24.15	\$24.62	\$25.12
W-4	Special Motor Equipment Operator	<b>FY'2012 (1.5%)</b>	\$22.26	\$22.57	\$22.89	\$23.26	\$23.71	\$24.20	\$24.68
	Finish Carpenter	<b>FY'2013 (2%)</b>	\$22.70	\$23.02	\$23.35	\$23.72	\$24.19	\$24.68	\$25.17
	Sewer System/Septage Facility Operator	<b>FY'2014 (2%)</b>	\$23.16	\$23.48	\$23.82	\$24.20	\$24.67	\$25.17	\$25.68
	Water Meter /Cross Connect. Maint. Person								
W-5	Cabinet Maker	<b>FY'2012 (1.5%)</b>	\$23.01	\$23.17	\$23.35	\$23.71	\$24.20	\$24.68	\$25.18
		<b>FY'2013 (2%)</b>	\$23.47	\$23.64	\$23.81	\$24.19	\$24.68	\$25.17	\$25.68
		<b>FY'2014 (2%)</b>	\$23.94	\$24.11	\$24.29	\$24.67	\$25.17	\$25.68	\$26.19
W-5A	Water System Technician Arborist	<b>FY'2012 (1.5%)</b>	\$23.47	\$23.64	\$23.81	\$24.19	\$24.68	\$25.18	\$25.68
		<b>FY'2013 (2%)</b>	\$23.94	\$24.11	\$24.28	\$24.67	\$25.17	\$25.68	\$26.20
		<b>FY'2014 (2%)</b>	\$24.42	\$24.59	\$24.77	\$25.16	\$25.68	\$26.19	\$26.72
W-6	Motor Equipment Repairperson	<b>FY'2012 (1.5%)</b>	\$23.78	\$24.57	\$25.41	\$25.79	\$26.31	\$26.82	\$27.36
		<b>FY'2013 (2%)</b>	\$24.25	\$25.06	\$25.92	\$26.31	\$26.83	\$27.36	\$27.91
		<b>FY'2014 (2%)</b>	\$24.74	\$25.57	\$26.44	\$26.83	\$27.37	\$27.91	\$28.47
W-7	Foreman	<b>FY'2012 (1.5%)</b>	\$24.38	\$25.19	\$26.05	\$26.44	\$26.96	\$27.49	\$28.04
		<b>FY'2013 (2%)</b>	\$24.87	\$25.69	\$26.57	\$26.96	\$27.50	\$28.04	\$28.60
		<b>FY'2014 (2%)</b>	\$25.36	\$26.20	\$27.10	\$27.50	\$28.05	\$28.60	\$29.17

A. The following changes have been agreed to and are reflected in the above pay scale:

- A new W-3A Grade is added and shall be two percent (2%) greater than Grade W-3. Heavy Motor Equipment Operators shall be placed in this new W-3A Grade.
- A new W-7 Grade is added and shall be two and one-half percent (2.5%) greater than Grade W-6. Foremen shall be placed in this new W-7 Grade.

- The Water Meter Maintenance Repair Person/Cross Connection Inspector shall be re-graded from W-3 to W-4, and the title upon the position job description shall be adjusted to reflect said change.
- Motor Equipment Repairpersons shall be re-graded from W-5 to W-6.
- All re-graded personnel shall be placed into steps that result in a first year increase of not less than two percent.

A1. Employees covered by this contract that are directed to apply pesticides shall be required to possess a pesticide license as a condition of their employment and who are registered with the Massachusetts Agriculture Department with an active license shall receive an annual stipend of two hundred dollars (\$200).

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

C. All newly hired employees shall be employed on a probationary basis of one (1) year. During said period the employee may be terminated without cause. At the end of said period, the Employer will either appoint the employee to permanent status or terminate the employee.

D. An employee selected to fill any such vacant position shall be given a maximum of thirty (30) days trial period in the new position at the applicable rate of pay for the position. If at the end of thirty (30) days of such trial period it is determined by his/her supervisor that the employee's performance in such position is not satisfactory, he/she shall be returned to his/her old position and rate of pay.

E. Employees will only advance within each pay grade on an employee's anniversary date or anniversary date of the employee's most recent promotion with the approval of the Town Administrator. If advancement within the pay grade is denied said denial is subject to grievance and arbitration.

F. Water System Technicians, Pump Station Operators, and the Town Hall Custodian shall receive a shift differential of ten percent (10%) per hour when scheduled to work an evening or night shift, Monday through Friday; and a shift differential of ten percent (10%) per hour when scheduled to work a regular shift on Saturday or Sunday.

G. 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.

## **ARTICLE IX – OVERTIME**

For all employees, time and one half shall be paid for all work, and only such work, in excess of eight (8) hours in any one day and forty (40) hours in any one-week

An employee who is called back 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 of his/her regular rate for all such hours worked and shall be guaranteed four (4) hours pay at said rate.

If any employee, however, is assigned overtime work prior to his leaving the regularly scheduled work shift, either for a continuation of that shift or for the beginning of the next regularly scheduled shift, the employee shall be paid at the rate of time and one-half for all actual overtime hours worked.

Double time shall be paid for all work in excess of twelve (12) consecutive hours.

Overtime is voluntary unless the DPW Director or his/her designee determines the health, safety or welfare of the public is endangered, and the use of the entire DPW is required.

Overtime shall be equally and impartially distributed among qualified personnel who signify their desire to work overtime. Employee shall be notified not less than one working day in advance of scheduled overtime if conditions so permit. For snow and ice removal, any employee who cannot be reached for overtime will be charged for that overtime as actually worked provided that the Employer has made a reasonable attempt to contact the employee.

All overtime in the D.P.W. Bargaining Unit shall be distributed according to the following order of eligibility:

1. By the employee who is performing a task during the regular shift for an extension of that shift to complete or secure the work. Management, however, for safety reasons, reserves the right to terminate an employee's work period after an employee has completed 16 consecutive hours.

If the Employer exercises this above right, all employees who have worked in excess of sixteen (16) consecutive hours shall be relieved of duty.

2. By the qualified employee as determined by classification within the Division with the least amount of overtime hours accumulated to date.
3. By the qualified employee within the D.P.W. as determined by the respective Superintendent with the least amount of overtime hours accumulated to date. The Union has the right to grieve any abuse of this clause, said abuse to include, but not be limited to, favoritism.

Division Superintendents shall maintain records relative to the distribution of overtime within their respective divisions. Said records shall be current, so far as is practicable, Monday through Friday. Overtime distributed after normal work hours on Friday and before the resumption of normal work hours on Monday shall be distributed in accordance with overtime records maintained as of the Friday immediately preceding the weekend in which overtime hours were worked.

Division Superintendents shall record all overtime hours worked and overtime hours refused. Overtime hours refused shall be considered as overtime hours worked for the purpose of maintaining equal distribution. Said records shall be available for inspection by employees.

1. All records of overtime hours worked shall start with zero hours on each July 1 and end on June 30 of the following year.
2. A new employee, at the date of hire, shall be given the same number of hours for the overtime list as the employee with the highest number of overtime hours worked within the Division.

3. Any employee, who accepts overtime work but does not report for said work, will be charged double the overtime hours, which would have been worked. Said assessment does not affect the employee's responsibility to notify the Division Superintendent on a timely basis that he/she will not be showing up for overtime.
4. Any employee who is eligible for overtime work and refuses will be charged the overtime hours, which would have been worked.
5. Any employee who takes a Personal Day or any Vacation time, or has been absent as a result of Jury or Bereavement Leave, shall not be called for overtime work until the employee returns to their regular shift, unless a verbal or written notification of availability is given to the Division Head. With written or verbal notification, the employee will be placed on the bottom of the Overtime List within the Division.
6. When an employee is on Sick Leave, the employee shall not be called for overtime work until the employee returns to their regular shift.
7. Snow & Ice control operations will be processed in the following manner:

Snow & Ice control operations shall be the primary responsibility of the Highway Division, and secondarily assigned to employees from other divisions as conditions warrant.

After regular business hours, when determined by management to utilize Snow & Ice Control operations, the Highway Foreman, or in his absence the "lowest" foreman on the overtime list shall, fill control crews as directed by the Superintendent or his designee from the overtime list.

In each case, the foreman who has assembled the crew shall be responsible for supervising the operations.

Plowing operations will be coordinated by the Director of Public Works, the Superintendent or Assistant Superintendent of Highways, Parks & Cemeteries, or their designee, who may direct overtime call-ins to be processed by the foreman responsible for sanding operations.

Snow & ice control operations that commence during regular business hours but continue beyond 3:30PM shall be deemed a continuation of the day's work in terms of the employees assigned to said operations. However, only classified foremen shall assume supervisory responsibility after regular business hours.

#### 8. COMPENSATORY TIME

Compensatory Time may be granted to all employees covered by this contract according to the following conditions:

##### a. Definitions:

Compensatory time - employees who in a given work week actually work (excluding vacation, sick, personal or compensatory time taken) a number of hours which exceed the employee's weekly authorized hours may request, subject to the provisions of this Article, that such excess hours worked be converted to Compensatory Time. Employees

shall be granted one (1) hour of compensatory time for each hour worked in excess of the regular work week until the employee has actually worked forty (40) hours in the work week. Approved Compensatory Time shall accrue at a rate of time and one-half for all hours actually worked in excess of forty (40) hours in a scheduled work week. Double compensatory time shall accrue for all hours worked in excess of twelve (12) consecutive hours.

**b. Accrual & Approval**

All hours worked above the regular weekly authorized hour limit will be approved in advance by either the DPW Director or his/her designee. In an emergency situation, the additional hours will be approved during the next working day. The request for additional hours will be made by the Department Head and submitted to the DPW Director on a Time Card.

**c. Recording Of Compensatory Time**

After approvals by the DPW Director, the Time Card will be returned to the Department Head for verification of hours worked. The Time Card will then be forwarded to the Personnel Department for recording.

**d. Use Of Compensatory Time**

Use of Compensatory Time shall be scheduled during the year as best serves the public interest subject to the Department Heads approval. Such approval shall generally be granted provided that the use of the Compensatory Time is not "Unduly Disruptive"

Minimum Compensatory Time taken will be half (1/2) of a work day.

Maximum accumulation of Compensatory Time will be 40 hours.

ALL COMPENSATORY TIME MUST BE USED BY THE END OF THE FISCAL YEAR IN WHICH IT WAS EARNED.

**ARTICLE X – WORKWEEK/WORKDAY:**

1. The regularly schedule workweek for all employees shall consist of forty (40) hours. The regularly scheduled workday except for Water System Technicians, Pump Station Operators and the Town Hall Custodian, shall consist of eight (8) consecutive hours from 7:00 A.M. to 3:30 P.M., Monday through Friday, excluding meal periods. The Town Hall Custodian position shall consist of eight (8) consecutive hours from 1:30 P.M. to 10:00 P.M., Monday through Friday. The regularly scheduled workday for an employee may be altered by mutual agreement between the Employee and the Employer.
2. Water System Technicians that work weekends and have two (2) days off during the week shall have their days off considered as weekends for the purpose of this agreement.

**ARTICLE XI – MEAL PERIOD:**

All employees shall be granted a one-half hour unpaid meal period during each work shift. The meal period shall be scheduled at the middle of the work shift.

**ARTICLE XIA – REST PERIODS:**

Rest periods will be taken for a period of fifteen (15) minutes on both morning and afternoon hours. Said rest periods will be taken as directed by the Division Superintendent or his/her designee.

## **ARTICLE XII – MEAL ALLOWANCE:**

An employee shall receive one paid one-half hour meal period for each four and one half (4.5) hours of overtime work. In the event the Employer does not furnish a meal, the employee shall receive a meal allowance of \$8.00 for meals taken during such a session.

## **ARTICLE XIII – 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	Christmas Day
Independence Day	

If any employee whose regularly scheduled work days are Monday through Friday works on the day that any of the above listed Holidays is celebrated or recognized by the Town (Compensatory day) he/she shall be paid at a rate of time and one half the regular rate for hours worked in addition to the regular pay for that day.

Employees whose regularly scheduled work days include Saturday and or Sunday shall celebrate the Holiday on the actual date of the event and shall be paid at a rate of time and one half the regular rate for hours worked in addition to the regular pay for that day.

Employees shall be paid at a rate of two times the regular rate for all hours worked in excess of (12) twelve consecutive hours and for any hours worked on Christmas and New Years Day, and for hours worked after 4:00PM on Christmas Eve and New Year's Eve.

In no case shall an employee be paid at their regular rate for days outside of those for which they are regularly scheduled.

Whenever any of the holidays listed above falls on an employee's day off or during his/her vacation, he/she shall receive a compensatory day off in lieu of said holiday at a time designated by the Director of Public Works.

There will be no holiday pay if an employee is sick before or after a holiday, except with the Town Administrator's approval. However, holiday pay will not be denied in those circumstances where the employee provides documentary evidence.

#### **ARTICLE XIV – 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 twenty-five percent (25%) of the weekly authorized hours for each month of service to a maximum of 1480 hours.
- 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 prior to the start of the workday. If such notification is not made, the Department Head shall credit the absence as unauthorized and without pay. Further, failure to notify a department head or superintendent of an unscheduled absence may be subject to disciplinary action. 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 one hundred (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 (\$3,000) dollars. Any payment under this provision shall not be included in or considered to be base pay for retirement or pension purposes.

#### **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 be paid the difference between their compensation payments and their regular salary for up to 75 working days. After 75 working days have elapsed, and the employee is still absent as a result of injury received in the course of employment by the Town of Walpole, the employee may charge the difference between compensation benefits and his/her regular salary against accumulated sick leave; 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.

## **ARTICLE XVA – 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 prolonged 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 prolonged 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.

8. Once the Sick Leave Bank has reached its' maximum limit, The Sick Leave Bank Committee may establish other criteria and may seek additional medical opinions and evidence of the serious illness or disability.

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

#### **ARTICLE XVI- 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 one (1) day 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.

#### **ARTILCE 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 Treasurer upon presentation of the check for monies received for Jury Duty.

#### **ARTICLE XVIII – 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 XVIII – WORK CLOTHES**

All employees shall be required to wear standard uniforms. The Town shall provide uniforms as follows:

Each employee will receive five (5) pairs of uniform pants, five (5) uniform shirts, five (5) tee shirts and one (1) three season jacket each contract year. In addition, each employee shall, upon submittal of a receipt of paid bill, be reimbursed 100% of an amount not to exceed one hundred dollars (\$100) per contract year for approved work shoes (OSHA standard steel toed safety shoes). Commencing in year two of this agreement (FY'2010), the work shoe allowance as specified herein shall increase to one hundred and twenty five (\$125) dollars per contract year. One (1) winter weight jacket will also be provided to each employee one time every three (3) years beginning on July 1, 2002. This uniform, the jackets and shirts labeled for identification with affiliation with the Town of Walpole, Department of Public Works or any of its subdivisions, shall be worn by all employees while on duty. All employees, with the exception of those assigned to the Vehicle Maintenance Division, shall be responsible for the cleaning of their uniforms. Employees shall be liable for replacement of any lost items of work clothing, which is attributable to their negligence. The Town shall provide uniforms and cleaning service for the Vehicle Maintenance Division employees only, i.e. these employees will not be issued the uniforms as stated above, but will be provided with a cleaning service. Commencing in year three of this agreement (FY'2011), and continuing in each odd numbered fiscal year thereafter, the Town shall reimburse each employee an amount not exceeding two hundred (\$200) dollars for the purchase of safety eyeglasses.

In the event that a uniform becomes soiled by a hazardous product, the Town will assume responsibility for cleaning. The division superintendent, in conjunction with the Director of Public Works, shall have discretion as to whether or not damaged clothing should be replaced and as to the style and type of uniforms that will be provided.

Employees shall be liable for replacement of any lost items of work clothing, which is attributable to their negligence.

## **ARTICLE XIX – LONGEVITY PAY**

Longevity pay will be made to Department of Public Works 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
These amounts shall increase by \$50 in Fiscal Year 2008.	

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

## **ARTICLE XX – SENIORITY**

The length of continuous service of the employee in the Department of Public Works 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 XXA – JOB REDUCTION, LAYOFF AND RECALL**

In the case of a layoff or reduction of work, the layoff or reduction of employees within each job classification or position assignment shall be determined by the length of continuous service of the employees within the bargaining unit. The employee with the least seniority shall be laid off or demoted first. Employees classified in Grades 3 and 3A shall be considered equal in classification as it relates to this section. In any event, however, voluntary lay-offs will be given first consideration.

Reinstatement within each classification or position assignments shall be in the reverse order of seniority, that is, the person with the most seniority shall be rehired or reinstated first.

Recall rights are in effect for twenty-four (24) months from the layoff date.

## **ARTICLE XXI – JOB POSTING AND BIDDING**

When a vacancy caused by promotion, death, retirement, resignation, transfer, termination or availability of a new position occurs within the Department of Public Works 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. The Employer may use external sources of outreach and advertising during this seven (7) day period. Employees who are interested in the position shall apply in writing to the Director of Public Works within the seven (7) working days period. If the qualifications of the union applicants, are equal, then seniority shall govern. If, in the sole discretion of the Employer, no current collective bargaining unit applicants are qualified for the position, the Employer will fill the position from outside the collective bargaining unit.

## **ARTICLE XXII – VACATION LEAVE**

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
  - For service of twenty (20) years or more, vacation leave of five (5) times weekly authorized hours
- C. Vacation leave of more than one (1) day will require at least twenty-four hours advance notice to the Department Head. Employees must notify the Department Head or his/her designee of an absence the morning in which he or she uses a single vacation day.
- D. If an employee's anniversary date occurs after the summer vacation months, and he/she wishes to take vacation during this period, he/she may, with the approval of 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.
- E. 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.
- F. Vacation leave shall not be accumulated from year to year except that up to ten days of accrued but unused vacation may be carried over. Under no circumstances shall this be accumulated from year to year.
- G. 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 XXIIA – PERSONAL LEAVE**

Employees shall be granted time off in an amount equal to sixty (60) percent the weekly authorized hours per contract year with pay. 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.

#### **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 – 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 three (3) months. Seniority shall not accumulate during a leave of absence.

#### **ARTICLE XXIV – SAFETY COMMITTEE**

A Safety Committee composed of two representatives of the Union and two representatives of the Employer shall be established. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code, which both parties agree to enforce.

#### **ARTICLE XXIVA – DRUG & ALCOHOL POLICY AND PROCEDURE**

The D.P.W. Union accepts the Town of Walpole Alcohol and Drug Policy as voted by the Board of Selectmen on December 12, 1995.

Reasonable suspicion tests of alcohol and controlled substance use will be authorized by only trained/certified Superintendents who receive approval of the department of Public Works Director or Assistant Town Administrator who must also be trained/certified.

If a split specimen test is requested by the employee, the Union employee shall incur the cost if positive and the Town if the test is negative.

The Policy section III Procedures Subsections A. Types of Tests Item 33 Reasonable Suspicion language found in lines 7 and 8 "... the observation shall be made during, preceding or after the work day", as well as B. Conducting Tests Item 1. Alcohol, the last sentence only shall defer to previously accepted Federal law 49 C.F.R. section 382.100 et.seq.

The policy plus this article supersedes the specific language found under the Article II Management Rights paragraph on the Federal drug Free Work Place Act of 1988 the last sentence only for the purpose of Commercial Drivers License Compliance only.

#### **ARTICLE XXV – 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 they do not interfere with the performance of duties assigned to the employees.

#### **ARTICLE XXVA – EXEMPT POSITIONS**

The position of electrician and plumber will be non-union and not be covered by this Agreement.

## **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 actions shall be subject to appropriate consultation and negotiation with the Union.

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

## **ARTICLE XXVII – INSURANCE**

Effective January 1, 2012 (December 1, 2011 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 forth 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.

## **ARTICLE XXVIII – 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. The Union accepts this commitment as well as the responsibility to comply with the law and the following procedure.

## **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 XXIX – USE OF VOLUNTEER LABOR & SERVICES:**

The union and the Employer agree that the use of volunteer labor & services for the betterment of community buildings and grounds shall be permitted. Such examples include community service projects conducted by groups of residents (property clean up, etc.) and community corrections programs utilizing inmates from state or county facilities. It is agreed that the following guidelines will be observed:

- a) Community Corrections programs shall be limited to four (4) programs per year. It is understood that a program may extend longer than one day.
- b) To the greatest extent possible, notification shall be made to the Union within 30 days of the commencement of any volunteer or labor program.
- c) The Director of Public Works and respective division superintendent shall be consulted with prior to any project and shall oversee all projects.
- d) Projects shall be so designed to supplement Town workers rather than replace same.

- e) Only Town employees shall be permitted to operate town-owned motor equipment.
- f) In no event shall said labor be used to alter overtime available to Union members.
- g) Any disputes between management and the union will be resolved through the grievance process herein and no attempt shall be made to complete the execution of the planned project until the dispute is settled. Any grievance concerning Article XXXIX shall be reviewed and approved by the Union executive board before being submitted to management.

**ARTICLE XXX – RESOLUTION AND 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 XXXI – WAIVER OF RIGHTS TO REOPEN THE AGREEMENT:**

This document constitutes the sole and complete Agreement between the Union and the Employer and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is or may be subject to collective bargaining. Any prior commitment or agreement between the Employer and the Union or any individual employee covered by this Agreement is hereby superseded.

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE XXXII – 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 \_\_\_\_\_ 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



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Board of Selectmen