

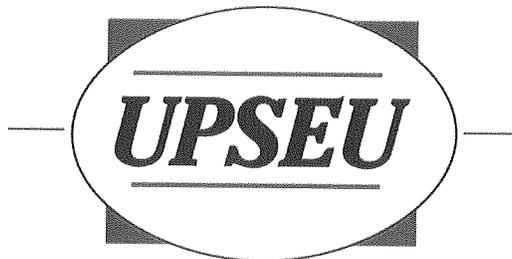
COLLECTIVE BARGAINING AGREEMENT

By and Between the



Town of Wilbraham

and the



**UNITED PUBLIC SERVICE EMPLOYEES UNION
Town of Wilbraham Employees
Local 424 - Unit MADIV 114**

July 1, 2017 to June 30, 2020

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AGREEMENT

This Agreement entered into by the Town of Wilbraham, hereinafter referred to as the Employer, and the United Public Service Employees Union, Local 424M, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of salaries and wages, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all full-time and regular part-time employees who are regularly scheduled to work twenty (20) or more hours per week and who are employed by the Town of Wilbraham as Dispatcher, Staff Accountant, Collection/Customer Service Assistant, Administrative Assistant, Building and Conservation, and Planning and Zoning Administrative Assistant; also including Activities Events and Volunteer Coordinator in the Council on Aging, Administrative Clericals in the Police Department, Fire Department and Town Office; and including those employed in the Town's Department of Public Works, Department of Recreation and the Library, but excluding the Adult Services Librarian, the Assistant Reference Librarian, the Youth Services Librarian (formerly referred to as the "Children's Librarian"), and the Assistant Youth Services Librarian (formerly referred to as the "Assistant Children's Librarian"); all elected officials, appointed officers, executive officers, building inspectors, managerial employees (including, but not limited to the Assistant Public Works Director/Assistant Town Engineer, Superintendent of Operations of the Public Works Department, Public Works Director/Town Engineer, Recreation Director, Library Director, Assistant Library Director and Dispatch Supervisor); and confidential employees (such as, but not limited to the Administrative Assistant to the Town Administrator/Board of Selectmen, the Human Resources Coordinator, the Human Resources Clerk, and Clerks in the Selectmen's Office); and excluding all supervisory employees, casual Employees, and all other Employees of the Town of Wilbraham.

Whenever a new job classification is established by the Employer, the Union shall be notified and a meeting shall be scheduled as to whether or not such a new job classification should be included into the bargaining unit. In the event that no agreement can be reached either party may petition the State Labor Relations Board for a decision on this matter.

The Bargaining agent for the Town specifically represents that it will in good faith seek from an appropriate governing body the necessary appropriations and by-law changes necessary to accomplish the terms of this Agreement. It is understood by the parties that all provisions of this Agreement which require the necessary appropriations be made and authorized, are subject

to said authorization and conditional upon the granting of said authorization by the town-authorizing body; and in the event that said necessary authorization is not given, said matters shall be returned to the parties for further bargaining without any obligation to conform to the earlier agreement in their record.

ARTICLE 2
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 Union may designate a steward in each of the four (4) following areas: Town Hall, DPW, Library and Dispatch. The Town agrees that the steward shall be given reasonable time off during working hours, if practicable, to investigate and settle Union grievances as applicable. Such permission shall not be unreasonably denied by the Town Administrator or appropriate department head.

ARTICLE 3
UNION DUES

- 3.01 The Employer shall deduct regular Union dues in the amount authorized by the employee, from the employee's regular paycheck for each payroll cycle. The amounts deducted shall be sent to the Union's office with a roster. The deduction of dues shall be in accordance with approved Town procedures.
- 3.02 The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.
- 3.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – DUES CHECK-OFF

I authorize the Town of Wilbraham to deduct Union Dues, Fees and Assessments, in the amounts specified by the Union, from my regular paycheck and to remit that money to the United Public Service Employees Union, Local 424M.

It is understood that I reserve the right to withdraw this authorization by giving at least sixty (60) days notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature
Name:
Address:

ARTICLE 3A

AGENCY SERVICE FEE

- 3A.01 In accordance with the United States Supreme Court's decision in Janus v. AFSCME Council 31, U.S. Supreme Court Docket No. 16-1466, 585 U.S., 138 S. Ct. 2448 (June 27, 2018), the Town will not deduct an agency service fee from a non-union bargaining unit member's wages without such employee's affirmative, voluntary consent in writing as set forth in Section 3A.03 below.
- 3A.02 The Union agrees to indemnify and save the Town harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer.
- 3A.03 Any authorization for deduction shall be on the following form:

PAYROLL DEDUCTION AUTHORIZATION – AGENCY SERVICE FEE

I hereby voluntarily request and authorize the Town of Wilbraham to deduct Agency Service Fees, in the amounts specified by the Union for contract administration and negotiation, from my regular paycheck and to remit that money to the United Public Service Employees Union, Local 424M.

It is understood that I reserve the right to withdraw this authorization at any time by giving notice to the Town Administrator, and by filing a copy of such withdrawal of authority for such payroll deductions with the treasurer of the Union.

Signature

Name:

Address:

- 3A.04 This Article shall not apply to any employee who has authorized the Town Treasurer to deduct Union dues under Article 3, Sections 3.01 – 3.03 of this Agreement.

3A.05 No action by the Town shall be considered against any member of the bargaining unit who chooses not to pay either Union dues or an agency service fee.

3A.06 It is understood by the Town and the Union that deduction of the agency service fee shall be made by the Town through its Treasurer only during the existence of an executed agreement between the Town and the Union.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Town of Wilbraham must operate efficiently and economically and may exercise its management rights without bargaining with the Union. The Union further recognizes the right of the Board of Selectmen or their its delegates to operate and manage the Town efficiently, including, but not limited to,
- a) the right to require efficient standards of performance and maintain discipline, order, and efficiency;
 - b) to determine duties to be performed and performance standards and work methods;
 - c) to direct, control and supervise employees and determine assignments;
 - d) to assign, change, and/or reassign from time to time employees to shifts, duties and work places;
 - e) to schedule work;
 - f) to determine the quantity and types of equipment to be used, including the institution, from time to time, of technological changes;
 - g) to revise processes, systems or equipment from time to time;
 - h) to introduce new methods, equipment and job classifications;
 - i) to determine new employee classifications;
 - j) to determine, change, and interpret new and existing job descriptions;
 - k) to determine the level of services to be provided;
 - l) to determine the quality and quantity of work to be performed and the location for the work site;
 - m) to determine whether the whole or any part of the Town's services shall continue to operate;
 - n) to select and hire employees;
 - o) to appoint and promote employees and to determine qualifications for positions and requirements for such positions and for the selection of employees to those positions;
 - p) to demote, suspend, discipline or discharge employees, and in the case of permanent employees, subject to just cause;
 - q) to lay off employees due to lack of funds or work or for any other reason;
 - r) to recall employees;
 - s) to determine which employees will perform certain work assignments;
 - t) to alter, add, or eliminate existing methods, equipment, programs or facilities, from time to time;
 - u) to determine from time to time the number of employees on an assignment, shift or in a department;

- v) to train employees;
- w) to allocate, schedule, and grant all leaves, including administrative leave;
- x) to schedule, change, and enforce working hours of employees;
- y) to require employees to return to duty or to remain on duty after their scheduled shift is over, subject to Article 14;
- z) to assign and to require overtime;
- aa) to require employees to submit to and undergo alcohol and drug testing, subject to Supreme Judicial Court cases on drug testing;
- bb) to relieve employees from duty due to incapacity to perform duties or for any other reason;
- cc) to contract and subcontract work;
- dd) to confer with employees regarding methods and means of operation;
- ee) to promulgate, amend, and enforce reasonable rules, regulations, Standards of Conduct, operating and administrative procedures from time to time as the Town deems necessary to implement and carry out the Town's rights under this Agreement; provided that such rights will not be exercised so as to violate any of the specific express provisions of this Agreement or any applicable law.

4.02 During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement. The Town will call-in qualified employees needed to respond to the emergency as soon as possible.

4.03 Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights, as well as any matter dealing with the administration of the Town, shall be final and binding and shall not be subject to the grievance provision of this Agreement.

ARTICLE 5 HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work for full-time employees each day shall be consecutive except that they may be interrupted by a lunch hour. Exceptions are listed in Section 3 below.

Section 2 - Work Week

The normal work week to the extent practicable shall consist of five (5) consecutive days for all employees, except for employees in operations discussed below. The number of hours per week for full-time employees in the Clerical and Library classifications are thirty-five (35); all others are forty (40) hours per week.

Central Dispatch employees covered by this Agreement shall work 8 hour shifts on a 4-on and 2-off day rotation. Based on this rotation, dispatchers shall be scheduled to work an average

of 37.5 hours per week on an annualized basis. Central Dispatch employees shall receive an additional 4% differential in pay, based upon their base pay, when assigned to the 4-12 shift. A 5% differential will apply when assigned to the 12:00 midnight to 8:00 a.m. shift.

Section 3 – Continuous and Other Operations

To the extent practicable, employees engaged in continuous operations shall receive two (2) consecutive days off in each seven day period.

Where employees are working irregular hours or split shifts and the work week does not allow for two (2) consecutive days off, these employees may be given two (2) days off within a seven day period.

Section 4 - Flexible Hours

Flexible hours for an employee may be approved, based upon the needs of the Town and the employee. Requests for flexible hours should be made in writing to the immediate supervisor, who shall forward the request with recommendations to the Town Administrator. Denial of proposed flexible hours shall not be subject to the provisions of Article 17. Any proposed flexible hours which impact upon the overtime provisions of Article 15 shall be discussed by the parties prior to approval.

ARTICLE 6 REST PERIODS

All full-time employees' work schedules shall provide for two (2) rest periods per day, one fifteen (15) minute break and one ten (10) minute break. The Town reserves the right to designate times for rest periods.

In case of the Dispatch function employees shall be permitted to leave the work station but not the building if temporary relief is available; provided that such employee is considered to be on-duty and as such must respond when called.

ARTICLE 7 MEAL PERIODS

All full-time employees shall be granted a meal period during each work day. Whenever possible, a meal period shall be scheduled as close to the middle of each shift as possible. The meal period shall be one (1) hour except for DPW and dispatch employees, for whom the meal period shall be thirty (30) minutes.

The Library staff may be exempted from the mandates of this Article by mutual agreement of the employees and the management of the Library, to provide for less than one-hour meal periods when an employee is scheduled to work seven (7) hours or more in a day.

The employee assigned to the Disposal and Recycling Center (DRC) shall have a paid thirty (30) minute meal period during his/her shift; the employee shall remain on the premises and is considered to be on-duty and must respond to service requests from the public or the supervisor.

All employees shall be granted one (1) additional twenty (20) minute meal period if the employee is expected to work five (5) hours or more into the next shift.

Dispatch employees shall have a paid thirty (30) minute meal period during which they shall be permitted to leave the work station, provided that temporary relief is available, but they shall remain within the building and such employee is considered to be on-duty and as such must respond when called.

When DPW employees are involved in any weather emergencies (plowing, sanding) the Town agrees to reimburse said employees the cost of meals at the rate of not more than:

\$ 6.00 – Breakfast

\$ 8.50 – Lunch

\$13.00 – Dinner

The foregoing cost of meals reimbursement will be extended to Central Dispatch employees working extended hours, due to weather emergencies.

ARTICLE 8 CLEAN-UP TIME

Employees covered by the terms of this Agreement who work in the Highway Division, Waste Water Division, and Water Division shall receive a fifteen (15) minute clean-up period prior to the end of each normal work shift.

ARTICLE 9 HOLIDAYS

Section 1 - Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King's Birthday

Washington's Birthday

Labor Day

Columbus Day

Veterans Day

Memorial Day
Independence Day
Patriots Day

Thanksgiving Day
Christmas Day
Christmas Eve Day (1/2) Day

Eligible employees shall receive their regular pay for each of the holidays listed above on which they perform no work.

If a holiday is observed on an employee's scheduled day off or vacation, the holiday benefit will be granted at a mutually agreed upon time by the Employer and the employee.

If a holiday is observed on Saturday, the holiday benefit will be granted on the preceding Friday, and if the holiday is observed on Sunday, the holiday benefit will be granted on the following Monday.

Central Dispatch employees who are scheduled to work on a holiday shall receive time and one half for that day, and a floating holiday to be taken at a mutually agreed upon time.

Each full-time Central Dispatch employee shall receive one (1) additional floating holiday to be used within the fiscal year and which may be used subject to prior written approval of the Dispatch Supervisor. The Town and the Union agree that the Town shall have the right to fill the vacant shift created by a full-time Dispatcher's use of the additional paid floating holiday by assigning a part-time dispatcher to fill such vacant shift.

Section 2 - Eligibility Requirements

If, during the course of the fiscal year, the employee takes a sick day before or after a holiday on two occasions, the Town may require a doctor's verification of illness in order for the employee to be eligible for holiday pay when sick leave has been taken the day before or after any subsequent holiday during that fiscal year.

Section 3 - Holiday Work

Any employee who is authorized and/or scheduled to work and works on a holiday listed above shall receive an amount equal to one and one half(1 1/2) times his/her regular rate of pay for all hours worked, with a minimum of four(4) hours work at the above rate provided that any employee who works more than eight (8) hours on a holiday will receive pay at two times his/her regular rate of pay (double time) for all time worked past the eight hours.

Central Dispatch employees who are scheduled to work from 12:00 Noon to 12:00 Midnight on Christmas Eve Day shall receive an amount equal to one and one half(1 1/2) times his/her regular rate of pay or receive compensatory time off at the rate of one and one-half time for all hours worked, at the Town's discretion.

Employees who are required to work the following holidays shall be paid at the rate of double time for all hours worked: Thanksgiving Day, Christmas Day and New Year's Day.

Any employee who is called to work prior to, or after his/her regularly scheduled shift on December 24th or December 31st, shall be paid double time for all hours worked.

Section 4 – Holiday Floater

On the day after Thanksgiving and the first workday after Christmas the Town Offices operate with a Skeleton Force. Employees are granted either one of these two days off. It is the responsibility of the department head to ensure adequate staffing levels, and where there is a conflict, seniority shall govern. Employees who work on both Skeleton Days (the day after Thanksgiving and the day after Christmas) may take a floating holiday off with pay during the remainder of the fiscal year ending June 30.

ARTICLE 10
SENIORITY

Definition

Seniority means an employee's length of continuous service with the Employer since the date of becoming eligible to join the bargaining unit. Seniority for part-time employees shall be calculated on a pro-rated basis, based on the average number of hours worked each week, for purposes of determining seniority rights related to lay-offs.

Probation

New DPW employees shall be considered probationary for a period of one (1) year. All other new employees shall be considered probationary for a period of one hundred eighty (180) working days after date of hire. The probationary period may be extended by mutual agreement between the Town and the Union. During the probationary period the Town may discipline or discharge the employee and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement. However, no probationary employee shall be discharged under the provisions of this Section without first being given the opportunity for a hearing before the Town Administrator.

Seniority Lists

Every twelve (12) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons: Discharge for cause, resignation or retirement.

Promotions

The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position. The Employer and union agree that when an employee is promoted, the date of the promotion becomes the employee's new step increase date. The employee's date of hire will remain the starting date for calculating all other benefits as provided in this Agreement.

New or Vacant Positions

When a position covered by this Agreement becomes vacant, and if the Town decides to fill such vacancy, the vacancy shall be posted in a conspicuous place in the Town Office Building, the Library, the Public Works Garage, the Police Department, the Fire Department, the Senior Center and the Parks and Recreation Department listing the following:

1. Date of Posting
2. Job Title
3. Salary
4. Location
5. Example of Duties
6. Qualifications
7. Closing Date for Applications
8. Person to Whom the Applications Should Be Made

Any notice of vacancy shall remain posted internally for a period of not less than five (5) working days. Employees in the bargaining unit who are interested shall apply in writing within the posting period.

External notices of a vacancy, advertisements or other public announcements or solicitations for applicants shall not be made prior to the internal posting.

In filling all vacant positions, the Town shall consider the following factors: Seniority in the bargaining unit; experience in related work; work history (e.g. disciplinary and attendance record) and qualifications and ability to perform the duties of the job. Employee applicants, upon request, shall be given a summary written description of the reasons for non-selection.

Lay-Off

In the event it becomes necessary to lay-off employees for any reason, lay-offs shall be conducted in the inverse order of the employee's seniority in their classification, provided that the employees retained have work skills and/or training to perform the job. If the Board of Selectmen recommends to the Finance Committee the elimination of any position in this bargaining unit, or the reduction in hours of any such position, the Board of Selectmen will so advise the Union within two (2) weeks of making such recommendation to the Finance Committee.

Recall and Rehire

Employees who are on lay-off shall be considered eligible for one (1) year to be recalled first for available jobs in their classification in accordance with their seniority in the reverse order from which they were laid off provided the employee recalled has the ability to perform the job in a competent manner.

Employees called back within one (1) year and who report within that period shall be considered to have retained seniority based upon their date of hire prior to the lay-off for purposes of calculating vacation and sick leave benefits; provided, however that such calculation exclude all time such employee was out of pay status for reasons of lay-off.

In case of a rehire, the employee shall be a new employee for all purposes, including seniority and benefits, except in case of express agreement in writing between the Town and the Union; however, if an employee is rehired into his/her same department within one (1) year of the separation, the employee will have any unused sick leave restored after ninety (90) days of employment, and prior service will be counted for purposes of vacation accrual calculation.

ARTICLE 11 SICK LEAVE

Employees who are regularly scheduled to work at least twenty (20) hours per week shall be eligible for sick leave after 90 days of continuous service with the Town.

Sick leave is defined as time off requested by an employee for:

- a bona fide personal illness or injury of relatively short duration
- visits to medical providers
- for compensation during the first five days of a bona fide employment related injury if worker's compensation payments are not available
- enforced quarantine in accordance with health regulations
-

Effective each July 1, each full-time employee shall receive three (3) days sick leave with pay and shall earn the rate of one (1) additional day for each calendar month of active service thereafter. Employees shall accumulate sick leave not to exceed one hundred and eighty (180) days. Upon death or retirement forty percent (40%) of an employee's accrued sick leave, up to and including 180 days, will be paid by the Town to the employee, or upon the employee's death to his/her beneficiary, at the employee's regular rate of pay. Eligible part-time employees shall accrue sick leave on a pro-rated basis and shall be able to buy back sick leave at retirement up to 100 hours. An employee must notify the Town Administrator in writing of his/her intent to apply for this benefit no later than March 1 for the benefit to be paid in the following fiscal year.

Failure to provide written notice to the Town Administrator by that date will result in the benefit being paid in the second fiscal year following the March 1 deadline.

An employee shall not accrue sick leave credits for any month in which he/she was on leave without pay or absent without pay for a total of more than three (3) days.

The Town reserves the right to request a doctor's certificate in case of absence due to illness in those cases where it feels sick leave is being abused or for any absence of three (3) or more consecutive days.

Employees on paid vacation or on any leave with pay are not eligible for any payments under this Article except as approved under Article 13, Section 10.

The sick leave as provided in this Article shall not apply in the event of injury, illness or disability which is self-imposed.

The employee may utilize up to five (5) accrued sick leave days per year to care for a minor dependent child, spouse and immediate family member where alternative care arrangements cannot reasonably be made.

Unless otherwise agreed between the Union and the Town, employees out on medical leave for which a Worker's Compensation claim is filed may apply for available sick leave for the initial waiting period (five work days), and for any period of delay pending approval of benefits; in addition an employee may request the Town to Supplement Worker's Compensation benefits by paying the employee, each payroll period of the leave, the difference between the employee's regular pay and the benefits received, to the extent that available sick leave supports such payments.

ARTICLE 12
LEAVES OF ABSENCE

Eligibility

Employees shall be eligible for leaves of absence completing the applicable probationary period specified in Article 10.

Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to the Town Administrator. Requests shall state the reason the leave of absence is being requested and the length of time off the employee desires.

Unpaid Leaves

An unpaid leave of absence may be granted by an employee's department head, subject to the approval of the Town Administrator. All requests are addressed to the unreviewable discretion of the Town except as below.

A. Military Leave

- A.1. Military Leave: An employee shall be entitled to an unpaid leave of absence for the time of service in the Armed Forces of the Commonwealth or the Armed Forces of the United States. For an employee's annual tour of duty, not exceeding seventeen (17) days, as a member of a reserve component of the Armed Forces of the United States or the Armed Forces of the Commonwealth, such employee shall receive his/her base wages as an employee for *up to* the 17 day period of the leave for annual training purposes.
- A.2. Notification: Each employee is responsible for notifying his/her Department Head of the date s/he is leaving for military service and provide written proof from military or selective service officials to the Town Administrator indicating date of departure and length of service required.
- A.3. Effect On and Use of Benefits:
 - a. Sick and vacation leave will continue to accrue during the *up to* 17 day period of military leave for training purposes.

b. The period of any military leave shall be included in employee's time of continuous service for benefit purposes.

B. Parental Leave

All full-time employees who have worked for the Town for at least three (3) full consecutive months are eligible for parental leave in accordance with Section 105D of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

C. FMLA

Leaves under the provisions of this Agreement which are eligible for coverage under the Family and Medical Leave Act (FMLA) shall run concurrent as both FMLA and contractual leave, and the more liberal provisions shall apply.

Paid Leaves

Bereavement Leave

Bereavement leave of four (4) days shall be granted for a death in the immediate family of an employee. The immediate family shall be considered to be an employee's current spouse/companion, parents, grandparents, children, step-parent, step-children, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law and son-in-law.

In the event of death of an aunt, uncle, nieces, nephews, current sister-in-law or brother-in-law, the employee shall be granted two (2) days of absence provided, however, that one of those days is the day of the funeral.

The department head/supervisor may at his/her discretion approve and additional day as funeral leave in extenuating circumstances (e.g., weather related travel delays, etc.)

Jury Duty

An employee who serves on jury duty will continue to receive his/her regular pay from the Town provided the employee's department head certifies on the payroll that the employee is absent for jury duty. When payment by the court for such jury duty is made, such payment, exclusive of travel or other allowances, shall be refunded to the Town by the employee.

Personal Days

Employees shall earn one personal day for each four consecutive calendar months of active employment except that Employees with more than ten years of active service shall earn one for each three consecutive months of active employment. In addition, Employees who

maintain accrual of at least 75 days of sick leave shall earn one personal day for each six consecutive months of active employment during which he/she uses no sick leave. Use of personal days shall be at times mutually agreed by the Employee and the department head. It is agreed that in any case of extreme emergency a personal day may be taken, in which case the Employee shall notify the Town as soon as possible during the day of leave. Personal days are to be taken in no less than one hour increments. Each June employees shall have the option of taking one day's pay in lieu of an accrued but unused personal day.

Union Leave

Up to two (2) days per year may be taken without loss of pay by designated Union officers to attend Union conferences or conventions with advance approval of the Town, which shall not be unreasonably denied.

ARTICLE 13 VACATIONS

1. New employees shall be eligible to earn one day of vacation leave for each full calendar month worked up to ten (10) days following the employee's date of hire. The employee shall be allowed to use earned vacation leave as follows:
 - a. New employees hired between July 1 and December 31

New employees hired between July 1 and December 31 shall be allowed to use up to five (5) days of earned vacation leave on or after the January 1 following their date of hire.
 - b. New employees who are hired between January 1 and June 30

New employees hired between January 1 and June 30 shall be allowed to use earned vacation leave of up to five (5) days on or after July 1 following their date of hire.
2. This provision shall only apply to new employees and not to employees who have been employed for two (2) consecutive fiscal years.
3. During each fiscal year in which an employee will reach at least one (1) year but less than five (5) years of Town employment service, the employee will be entitled to ten (10) days of paid vacation.
4. During each fiscal year in which an employee will reach at least five (5) years but less than ten (10) years of Town employment service, the employee will be entitled to fifteen (15) days of paid vacation.

5. During each fiscal year in which an employee will reach at least ten (10) years but less than fifteen (15) years of Town employment service, the employee will be entitled to twenty (20) days of paid vacation.
6. During each fiscal year in which an employee has reached at least fifteen (15) years of Town employment service, the employee will be entitled to twenty-five (25) days of paid vacation, with the exception of employees hired on or after July 1, 2008, who will be entitled to a maximum of twenty (20) days vacation per year.
7. Vacation pay for full-time and regular part-time employees will be calculated on the basis of their normal straight time weekly schedule of hours. Town employees who have a normal work week schedule of less than twenty (20) hours a week are not entitled to any vacation benefits. The vacation benefit shall be pro-rated for any year in which the employee was on unpaid leave (including medical leave not covered by Workers' Compensation) for more than three (3) weeks. Employees on medical leave covered by Workers' Compensation shall accrue vacation for a maximum of twelve (12) months of such leave.
8. Vacations will be scheduled at the convenience of the Town. Where there are scheduling conflicts, seniority shall govern.
9. Upon separation from employment, an employee shall be paid all accrued, unused vacation leave benefits. In the event of a separation from employment, prior to July 1st of any year, after the first fiscal year of employment, the employee shall receive vacation pay computed on a pro-rata basis. If termination is caused by death, such payment shall be made to employee's estate.
10. Each employee shall be allowed to carryover two (2) weeks of previously accrued and earned vacation or Personal Days (Article 12) into the next fiscal year (maximum combined carryover of vacation and personal days is two weeks). Any combined accrued vacation leave and personal days in excess of 2 weeks, as of June 30 of any year shall be forfeited.
11. An employee who becomes sick or is injured while on vacation may request that some or all the remaining vacation leave be converted to sick leave. Such a request is addressed to the unreviewable discretion of the Town. In order to be eligible to have vacation leave converted to sick leave, the employee must submit his/her request in writing to the Department Head. The Town may require an employee who is requesting to convert vacation leave to sick leave to provide a doctor's note substantiating the request.

ARTICLE 14
STAND-BY AND CALL-IN

A. Stand-By (Normal)

Posted weekly stand-by duty shall be assigned to non-probationary or otherwise qualified employees of the D.P.W.

Stand-by assignments shall be offered first to qualified volunteers; in the absence of qualified volunteers, stand-by assignments shall be made on a mandatory basis by rotation in inverse order of seniority. Approval of qualified substitutes secured by the assigned employee shall not be unreasonably denied. The stand-by list shall be maintained separately from the overtime list. The list shall be posted 60 days in advance for three-month periods and shall operate on a weekly basis beginning at shift end each Thursday.

The rate for such stand-by shall be \$150.00 per week, plus an additional \$30.00 for a recognized holiday.

During the months of November through March, the assigned employee, to the extent practicable, shall be used for salting-sanding calls. The rate for such stand-by shall be:

B. Stand-by (Snow/Ice)

It shall be a condition of employment in the DPW to report to work when called to do so for ice, snow, water or sewer breaks and other emergencies unless excused.

C. Call Time

An employee who has not left his/her place of employment after completing work on his/her regular shift and is called back to work shall receive a minimum of three (3) hours' pay at a rate of time and one-half (1 1/2) his/her regular rate of pay. An employee who has left his/her place of employment after completing work on his/her regular shift and is called back to work prior to the commencement of his/her next scheduled shift shall receive a minimum of four (4) hours' pay at a rate of time and one-half (1 1/2) his/her regular rate. If the employee works at least four hours, an additional one-half (1/2) hour travel time will be paid. This provision may be used to accumulate no more than the four (4) hour minimum "per call in" in the original four (4) hour period. Any hours paid worked beyond the four (4) hours will be paid at one and one-half (1 1/2) times the regular rate. Once the minimum four (4) hours has been completed, the employee is then eligible for the minimum four (4) hours on the next call in.

If the call time work assignment and the employee's regular shift overlap, the employee shall be guaranteed three hours of call time, paid at the overtime rate. Illustration: An employee called in two hours before his regular start time will be paid three hours of overtime (i.e., four

and one-half hours of straight time pay). The employee shall be paid for the balance of the regular shift at the regular rate.

Between the months of October 15 and April 15 only, the Mechanic will be allowed to take a town vehicle to his/her residence at the discretion of and with the prior approval of the Superintendent of Public Works, to facilitate call in.

D. Library Call Time

Effective July 1, 2002 Union Employees of the Wilbraham Public Library who are called to return to the Library following the set off of the burglar and/or fire alarm to reset the building security system shall be compensated at the rate of \$30.00 per call.

The Library Director will keep a list of volunteer employees who will be called for this extra duty detail and employees will be called on a rotating schedule in inverse order of seniority. The list is forwarded to the Central Emergency Dispatch Department at the Police Station as well as the security alarm contractor whom may contact the employee directly. If an employee can't be reached or is unavailable the next person on the list will be called.

In the absence of volunteers the Library Director shall have the discretion to assign to these call assignments any employee who resides in the Town of Wilbraham or who resides within 10 miles of any town boundary line.

Employees will enter the library building only under the protection of a uniformed police officer.

ARTICLE 15
OVERTIME

A reasonable amount of overtime may be required of any employee(s) by the Town in business, civil or weather emergencies, provided that the Town first seek qualified volunteers, and that involuntary assignments be made by rotation in inverse order of the seniority of the qualified personnel. Approval of qualified substitutes secured by the assigned employee will not be unreasonably denied. Clerical employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times their regular rate of pay for work in excess of seven (7) hours in one (1) day or thirty-five (35) hours in one (1) week. All other employees including Library staff shall be paid overtime at the rate of time and one-half (1 1/2) their regular rate of pay for work in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week subject to the mutual agreement of a Library employee and Library management, the employee will be paid at one and one-half times the employee's regular rate of pay for all time worked beyond 140 hours in a four (4) week period.

Central Dispatch employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular hourly rate of pay for work outside of their regular 8 hour shifts on a 4-on 2-off day rotation. Based on this rotation dispatchers work an average of 37.5 hours, but may work 40 hours or 32 hours in a seven day pay period. Overtime will be offered to all full-time dispatchers prior to being offered to on-call dispatchers or being covered by the dispatch supervisor.

Employees in the position of Administrative Assistant or Clerk who, as a regular part of their duties attend scheduled evening meetings, will get paid a minimum of two (2) hours (paid at a rate of one and one half (1 ½) times their regular rate of pay when their total hours worked are in excess of 7 hours in one day or 35 hours in one week).

No overtime will be worked by any employee without authorization by the department head or Town Administrator.

To the extent practicable, the Town shall, over six month intervals, equally distribute overtime opportunities to employees who normally perform the work during their normal work day. Employees shall be considered to have worked hours which they refuse. An overtime distribution list shall be posted on bulletin boards at all times.

Within its unreviewable discretion the Town may arrange with an Employee, by mutual agreement, for the substitution of compensatory time off at time and one half in lieu of overtime pay if accomplished within the same pay period as overtime worked.

Central Dispatch Employees:

- 1) For Central Dispatch employees, the Town shall have the right to set the dispatch work schedule, subject to seniority on the assignment to each shift.
- 2) With respect to part-time shifts, the Town shall have the right, in its sole discretion, to schedule and assign part-time dispatchers to fill all part-time dispatcher shifts, including filling any open or vacant part-time dispatcher shift. The Town will not replace full time positions with part time positions; provided, however, the Town shall, from time to time, have the right to add part-time dispatchers and part-time dispatcher shifts, as the Town, in its sole discretion, deems necessary.
- 3) For open or vacant full-time dispatcher shifts, the parties agree that the Town shall first offer such open or vacant full-time dispatcher shift to full-time dispatchers before seeking to assign any part-time dispatchers to fill such open or vacant full-time dispatcher shift.

ARTICLE 16
DISCIPLINE AND DISCHARGE

Section 1

The Town retains the right to discipline and/or discharge Employees for just cause; provided that the Employee shall be given a written statement of the reason(s) prior to or contemporaneously with such contemplated action. Any non-probationary Employee who alleges that he or she has been discharged, suspended or otherwise disciplined without just cause may use the grievance and arbitration procedure contained herein. Any grievance proceeding initiated under this Article shall be processed beginning at Step 2 of the grievance and arbitration procedure; provided, however, that such grievance must be filed in writing to the Town Administrator within five (5) working days of the date of the notice to the Employee.

Section 2

- A. The parties agree that corrective and disciplinary action, when imposed for first time non-serious misconduct, shall be implemented in progressive stages from minor to severe. Such action is intended to be a less severe or more severe corrective action in order to bring about the necessary change in work habits. An Employee having successfully completed the required probationary period shall not be discharged, suspended or demoted for disciplinary reasons without just cause.
- B. Certain conduct warrants counseling and warning on the initial occasion. However, in some circumstances, actions or omissions, especially those which are viewed as serious and resulted or will result in harm to co-workers, the Town may require imposition of severe sanctions in the first instance.
- C. The provisions of this article will not be applied in an arbitrary or capricious manner.

Section 3

Progressive disciplinary actions may include, but are not limited to: warning and counseling, oral reprimand with notation to the personnel file, written reprimand, suspension without pay, and discharge.

Section 4

Just cause for discharge may include, but is not limited to the following, with each discipline being treated on a case by case basis:

1. Willful neglect or non-performance of one or more assigned tasks.
2. Insubordination.
3. Theft of property of the Town or another employee.
4. Behavior that seriously interferes with the normal operation of the town, department, or any other members of the work force.
5. The use or unauthorized possession of alcohol, controlled substances, or firearms, during any period of assigned work.
6. Dishonestly affecting employment.
7. Failure to report for work without notice or legitimate reason.
8. Unacceptable absenteeism or tardiness.
9. Conduct unbecoming a public employee.
10. Failure to report to work when assigned to overtime or called in without a valid and verifiable reason.

Section 5 Removal of Disciplinary Records

Time actually worked without further cause for warning or discipline will be considered when determining disciplinary actions. Except as further provided below, records of oral reprimands noted in the file may not be considered after one (1) year of such active employment, written warnings may not be considered after three (3) years, and suspensions may not be considered for further discipline after five (5) years of active employment, when there has been no further cause for warning or discipline. The foregoing restrictions shall not apply, however, to warnings or discipline for misconduct related to sexual harassment, misconduct related to any protected class discrimination or harassment, or to matters involving workplace violence, theft or dishonesty.

Section 6 Absence and Tardiness

Unreasonable and/or chronic tardiness are cause for progressive discipline. Any unapproved or unjustified absence warrants a written warning against reoccurrence and further discipline, if repeated. Unreasonable failure to give prompt notice that he or she will not be able to work scheduled hours is also unacceptable.

ARTICLE 17 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1

Any grievance or dispute which may arise between the Town and any employee or the union regarding interpretation or application of any provision of this Agreement shall be settled according to procedure set forth herein:

- Step 1 The union steward and/or representative with or without the aggrieved employee shall take up the grievance or dispute in writing with the department head within ten (10) working days after occurrence of the incident becomes known to the employee. The department head shall

attempt to adjust the matter and shall meet with and respond to the steward within three working days.

Step 2 If the grievance has not been settled, it shall be presented in writing by the Union with or without the employee grieving to the Town Administrator, or his or her designee, within five (5) working days after the department head's response is received. The grievance shall set forth the nature of the grievance and shall specify the section or sections of the Agreement alleged to have been violated and shall be signed by a Union official and/or by the employee initiating the grievance. The Town Administrator or his/her designee, shall meet with the grieving employee and/or the Union within ten (10) working days and shall then respond to the grieving employee and/or Union in writing within ten (10) working days of the Town Administrator's meeting, not including the day of such meeting.

Step 3 If the grievance still remains unadjusted, it shall be presented to the Board of Selectmen in writing by the grieving employee and/or the Union grieving within ten (10) working days from the date of the Town Administrator's written response at Step 2. The Board of Selectman shall respond within twenty-two (22) working days after receiving said grievance.

Step 4 Any grievance which has not been satisfactorily settled after the procedures set forth above have been exhausted may within thirty (30) calendar days after the reply of the Selectmen is received, be taken to arbitration by the Union by a written notice given by the Union to the American Arbitration Association within such a time period; with a copy being sent to the Board of Selectmen.

Section 2

The parties agree that time extensions may be granted by mutual agreement at any step of the procedure set forth in this Article.

Section 3

The arbitration shall be conducted by an arbitrator to be selected by the Town and the Union if they can mutually agree upon his or her selection within fifteen (15) calendar days after notice has been given. By mutual agreement any grievance(s) may be submitted to mediation after Step 4 and prior to arbitration. The fees of the mediation/arbitration service and of the mediator/arbitrator shall be divided equally between the Town and the Union. Multiple grievances involving the same issue or incident shall be consolidated for hearing; otherwise grievances will be submitted separately except by mutual agreement. Hearings at any step of the grievance procedure may be waived only by mutual consent.

The decision of the arbitrator shall be final and binding on both parties. The decision of the arbitrator shall be limited to the specific point of difference submitted to him. The arbitrator shall have no power to add or subtract from, modify, or amend any of the provisions of this Agreement.

No employee of the Town shall leave his/ her job to present, discuss or investigate a grievance without first obtaining the consent of his/her department head. A grievance shall be considered adjusted upon failure to appeal the grievance from one step to another within the designated time limits prescribed herein.

Section 4

Choice of Remedy- An employee shall have the right to choose another forum other than the grievance and arbitration procedure. However, if this forum is elected, the Employee is excluded from proceeding under the grievance and arbitration procedure. The Union shall have no responsibility to represent the Employee in any other forum. The choice shall be made by the Employee prior to the beginning of the final step of the grievance procedure.

ARTICLE 18
STRIKES AND LOCKOUTS

Section 1 No lock-out of employees shall be instituted by the Employer during the term of this Agreement. The Town's failure to provide work for economic or business reasons, including reductions in force/layoffs, or as a result of a strike by other employees of the Town, or a termination of an employee(s) from their employment with the Town, shall not be deemed a lockout.

Section 2 No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement. No employee shall engage in any strike and the Union shall not induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by members of the bargaining unit.

Section 3 The Town may, in addition to the remedies under Chapter 150E of the General Laws, file independently an action in the appropriate court to enforce this Article.

ARTICLE 19
SAVINGS CLAUSE

Section 1 The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, will not be considered as a waiver or relinquishment of the right of the Town or the Union to future performance of any such term or

condition, and the obligation of the Town and the Union to such future performance will continue in full force and effect.

Section 2

If any Article or section of this Agreement or any addendum to this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and any addendum will not be affected and will remain in full force and effect; and, upon issuance of such a decision, the Town and the Union agree to immediately negotiate over a substitute for the invalidated Article, section or portion thereof.

ARTICLE 20
EDUCATION INCENTIVE

The Town will reimburse employees at a rate of 75% for expenses incurred for registration, tuition, books, materials and laboratory fees required by a school, seminar or course which has been previously approved in writing by the Town Administrator and is directly related to an employee's position provided that a grade of "C" or better is attained, and funds have been appropriated for such activities by the Town. Requests for educational reimbursement must be made to the Town Administrator prior to registration for the activity.

Subject to approval by the department director and Town Administrator, the Town shall allow employees to attend job-related seminars and classes to maintain job efficiency. No loss of pay shall be incurred and the Town shall reimburse any expenses incurred within the Town's guidelines for travel expenses.

In the event of Town-mandated training of employees, the employees required to undergo such training shall be paid at the rate of one and one-half times the employee's regular hourly rate for training that occurs outside the employee's normal working hours.

ARTICLE 21
LONGEVITY

Employees of the Town of Wilbraham shall be eligible to receive longevity benefits. Upon their anniversary dates, employees shall earn a payment based upon the following schedule:

| <u>Years:</u> | <u>Base Pay:</u> |
|------------------------------------|------------------|
| More than 5 years but less than 10 | 2.5% |
| "10 - 15" | 3.0% |
| "15 - 20" | 3.5% |
| "20- 25" | 4.0% |
| More than 25 years | 4.5% |

ARTICLE 22
SUPPLEMENTAL BENEFITS

Section 1- Life Insurance

The Town will pay fifty percent (50%) of the premium rate for the \$5,000 life insurance policy now in effect, and each employee covered will contribute fifty (50) percent of the premium rate for the coverage provided.

Section 2- Group Health Insurance

The Town will pay sixty-eight percent (68%) of the monthly premium rate for a Group Health Insurance Plan, and each employee covered will contribute thirty-two (32%) of the premium rate for the type of coverage provided for the employee (and his/her dependents) under the plan.

Section 3- Licenses

1. This Section applies to all bargaining unit employees, as may be applicable.
2. The Town shall pay renewal costs for hydraulic licenses, CDL licenses and any other certification used in the service of the Town. The Town shall pay fifty percent (50%) of the cost for the CDL license for DPW employees hired after ratification of this contract. The Town shall afford all DPW employees the opportunity, if time allows, to train to operate the Town's equipment. Some instruction shall be given to those employees who wish it.
3. If the employee fails the test for a license, the Town will not be responsible for the costs associated with the employee taking that test again unless the failure was directly attributed to mechanical deficiencies in Town equipment.
4. In the event a bargaining unit employee fails to obtain any license required by the Town pursuant to any regulation of the Commonwealth or federal government regarding any licenses, certifications, or designations required to perform any

essential function of a bargaining unit position,¹ such employee shall be permitted the opportunity to re-take the given license exam; provided that such employee affirmatively takes all necessary steps to ensure that he/she is able to sit for the next available exam as soon as possible. It is expressly agreed that such member may re-take a given license exam only once (e.g., if an employee is required to obtain 3 different licenses, in the event the employee fails one or more license exams, he/she will only be permitted to re-take an examination for each license one time – 1 retest per license). Failure to affirmatively take all necessary steps to schedule a re-test as soon as possible shall be deemed a failure of the re-test. (The requirements of this paragraph 4. do not apply to those situations where a bargaining unit employee is promoted to another position within the bargaining unit. Promotional licensure, certification, and/or designation² requirements are set forth in the next paragraph 7.)

5. New employees in the bargaining unit who are hired by the Town on or after July 1, 2017 who are required to have any of the licenses, certifications, or designations required by the Town pursuant to any regulation of the Commonwealth or federal government regarding any licenses, certifications, or designations required to perform any essential function of a bargaining unit position³ must obtain such license(s), certification(s), or designation(s) within six (6) months of their respective date of hire. In the event a newly hired bargaining unit member fails to obtain any such license(s), certification(s), or designation(s) within six (6) months of his/her respective date of hire because he/she failed the test, such bargaining unit member shall be permitted the opportunity to re-take any of the given license exam (but only one re-test shall be permitted per exam); provided, however, that such newly hired bargaining unit member must be fully licensed before the end of the one-year probationary period set forth in Article 10 of the Collective Bargaining Agreement. It is expressly agreed that such member may re-take a given license exam only once (e.g., if an employee is required to obtain 3 different licenses, in the event the employee fails one or more license exams, he/she will only be permitted to re-take an examination for each license, certification, or designation one time – 1 retest per license).
6. In the event a bargaining unit member who is required to obtain any of the required license(s), certification(s), or designation(s) required by the Town pursuant to any regulation of the Commonwealth or federal government regarding any licenses, certifications, or designations required to perform any essential function of a bargaining unit position fails any required exam a second time (i.e., fails the re-take

¹ It is understood that, if the Commonwealth of Massachusetts issues any new licensing, *certification, or designation* requirements for bargaining unit members, any affected bargaining unit members will need to comply with such new licensing, *certification, or designation* requirements.

² As required by state or federal law.

³ It is understood that, if the Commonwealth of Massachusetts issues any new licensing, *certification, or designation* requirements for bargaining unit members, any affected bargaining unit members will need to comply with such new licensing, *certification, or designation* requirements.

of any given exam), such bargaining unit member may be demoted to a lower position or be terminated by the Town, depending on the staffing needs of the relevant Town Department-as determined by the Town in its sole discretion.

7. An employee in the bargaining unit who is promoted to another position within the bargaining unit that requires the promoted employee to have any of the licenses, certifications, or designations required by the Town pursuant to any regulation of the Commonwealth or federal government regarding any licenses, certifications, or designations required to perform any essential function of a bargaining unit position:⁴ must obtain such license(s), certification(s), or designation(s) within six (6) months of the respective date of the promotion. In the event a promoted bargaining unit member fails to obtain any such license(s), certification(s), or designation(s) within six (6) months of respective date of the promotion because he/she failed the test, such bargaining unit member may be demoted to a lower position or be terminated by the Town, depending on the staffing needs of the relevant Town Department as determined by the Town in its sole discretion.
8. In the event a bargaining unit member fails any examination associated with any required license, certification, or designation such bargaining unit member must notify the Town by the next business day upon receipt of the examination results; provided, however, that if a bargaining unit member is on a previously authorized vacation, he/she must notify the Town on the next business day he or she is scheduled to work.
9. This section only applies to circumstances where any state or federal agency changes existing regulations or any state or federal government entity changes or enacts any laws, regulations, or rules that require additional licenses or certifications and not when the Town, on its own, requires additional licenses, certifications, or designations.”

Clarification Example: If the Town purchases a piece of equipment that requires a particular license or certification, this section would apply to any employee required to possess the necessary license, certification or designation in order to perform the essential functions of his/her job.

⁴ It is understood that, if the Commonwealth of Massachusetts issues any new licensing *or certification* requirements *for bargaining unit members*, any affected bargaining unit members will need to comply with such new licensing requirements.

ARTICLE 23
GENERAL PROVISIONS

Section 1- Pledge Against Discrimination and Coercion

The Employer shall not discipline, discharge or otherwise discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, disability, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The Union shall not discriminate against any employee with respect to promotion, assignment or any other matter because of race, religious creed, color, national origin, handicap, sex, gender identity, sexual orientation, as defined by law, age, as defined by law, genetic information, or military status, as defined by state and federal law. The provisions of this Agreement shall be applied equally to all employees. Alleged violations of this section shall not be arbitrable unless the employee and Union select arbitration in lieu of and as a substitute for EEOC/MCAD proceedings which will be waived in a form satisfactory to all parties.

All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include both male and female employees.

The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any proper employee activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2- Bulletin Boards

The Union may post notices on bulletin boards or an adequate part thereof in places and locations where notices are usually posted by the Employer for employees to read. All notices shall be on Union stationary, signed by an official of the Union, and shall only be used to notify employees of matters pertaining to Union affairs. The notices may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory of the Town or its representatives, or which constitutes campaign material for or against any person, organization or faction thereof.

Section 3- Union Representation

Union staff representatives shall be permitted to have access to the premises of the Employer for the performance of official Union business, provided that there is no disruption of operations; requests for such access will be made in advance and will not be unreasonably denied. The Union will furnish the employer with a list of staff representatives.

Section 4- Uniforms and Protective Clothing

DPW non-clerical employees required to wear uniforms while on duty shall receive an annual uniform allowance. All safety clothing and/or devices issued shall be worn with the understanding that employees not wearing safety protective clothing or devices shall be subject to discipline.

At the beginning of each fiscal year each DPW non-clerical employee will receive \$600.00 for a clothing allowance. The clothing allowance will not be paid until 90 calendar days after the employee's hire date. This allowance includes all necessary clothing apparel including safety shoes. It does not include rain gear or work boots. New employees will be reimbursed on a pro-rated fiscal year basis. Employees will be responsible for the laundering of their personal uniforms. A modified clothing allowance may be provided to non-DPW positions on an as needed basis.

Section 5- Union Activities on Employer's Time and Premises

The Employer agrees that during work hours, on Employers premises, and without loss of pay, Union representatives shall be allowed, with express prior permission granted by the Town Administrator or department head, to: post Union notices; transmit communications, authorized by the local Union or its officers, to the Employer or its representatives; consult with the Employer, its representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement. Such permission shall not be unreasonably denied.

Section 6

The Town agrees to provide the Union with an original fully executed copy of this Agreement and to send a .pdf copy electronically to the Union for distribution to all members of the bargaining unit.

Section 7 – Eligibility for Benefits

To be eligible for benefits under this Agreement, employees must be regularly scheduled to work at least twenty (20) hours per week.

ARTICLE 24
REPORTING TIME

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report unless given notice of a closure or late opening personally, by telephone message to his/her home, or unless a weather emergency notice was broadcast on TV or the radio at least one (1) hour before the employee's scheduled reporting time.

Whenever the Town cancels work on a day normally scheduled, employees may use accumulated vacation or floater holidays to avoid loss of pay for that day.

ARTICLE 25
SAFETY AND HEALTH

- A. A Safety and Health Committee shall be appointed annually by the Town Administrator, and shall include a member or members appointed by the Union. The Committee shall have the authority to draw up safety recommendations for submission to the Board of Selectmen.

- B. Employees who have worked continuously for sixteen (16) or more hours in a twenty-four (24) hour period shall, at the option of the employee or by order of the department head, have a four (4) hour rest period for recuperation before reassignment. Such rest period shall be on a rotated/scheduled basis monitored by the department head. If such rest period should overlap the employee's normal work day, he/she shall suffer no loss in pay for such normal work day for having had the rest period.

ARTICLE 26
WAGES

- A. General Provisions
 - 1. The positions in the bargaining unit and their wage rates are set forth in Appendix "A."
 - 2. The parties agree and acknowledge that the Town has the sole discretion to determine and change new and existing job descriptions.
 - 3. Job Descriptions for Existing Employees:
 - a. If the Town makes any change to the job description of an existing bargaining unit employee's position, the Town shall notify the Union and the affected employee of the change. If the Town makes a material

change⁵ to the job description of an existing bargaining unit employee's position, the process to be followed shall be in accordance with Article 26, Section A, subsections 3.b.-3.e. below.

- b. If the Town makes a material change⁶ to the job description of an existing bargaining unit employee's position, the Town shall notify the affected employee and the Union of such change to the job description. Such change(s) made by the Town to existing job descriptions shall be made within the general function of the existing classification. (For example, the Town agrees that it will not change an existing classification from a clerical position to a laborer position or from a laborer position to a dispatcher position.) The affected employee or the Union will then have seven (7) calendar days to provide written notice to the Town of the employee's and/or Union's request to meet with the Town to review the change to the job description and shall specifically identify the area(s) of concern in such written notice. In the event the employee or the Union does not make the written request to meet with the Town within seven (7) calendar days, the change will become effective on the eighth (8th) day from when the Town notified the affected employee and the Union of the change to the job description.
- c. If either the affected employee or the Union provides the Town with a written request to meet with the Town within seven (7) calendar days of when the Town first notified the affected employee and the Union of the change to the job description, the Town Administrator (and any other representative designated by the Town) shall meet with the Union, and/or the affected employee up to three (3) times within forty-five (45) calendar days from the date the affected employee and/or Union provides the Town with the written request to meet with the Town to discuss the change to the job description and any impacts identified by the Union.
- d. At the conclusion of the up to three (3) meetings between the Town, the Union, and/or the affected employee that take place during the forty-five (45) day period noted in subsection 3.b. above, if the Town and the Union have not resolved the issues of concern raised by the Union and/or the affected employee, the Union and/or the affected employee may submit the matter, in writing, to the Board of Selectmen within seven (7) calendar days of the third meeting between the Town, the Union, and/or the

⁵ The term "material change" means any substantial and/or substantive changes to the essential duties or qualifications of the position.

⁶ The term "material change" means any substantial and/or substantive changes to the essential duties or qualifications of the position.

affected employee noted in subsection 3.b. above. In such a case, the Board of Selectmen shall meet with the Union and/or the affected employee in executive session within twenty-one (21) calendar days of the Board of Selectmen's receipt of the written notice from the Union and/or the affected employee submitting the matter to the Board of Selectmen. During the executive session meeting, the Board of Selectmen shall review the Union's and/or the affected employee's concerns and any impacts identified by the Union resulting from the change to the job description. At the conclusion of the executive session meeting between the Board of Selectmen, the Union and/or the affected employee, the Board shall, in its sole discretion, decide whether to implement the change to the job description and/or any modifications, and the Board's decision shall be final and binding upon the Town, the Union, and the affected employee and shall be unreviewable and not subject to the grievance and arbitration procedure set forth in Article 17 (Grievance and Arbitration Procedure).

- e. The timelines referenced in this subsection 3, subparts a.-c. may only be extended by mutual agreement of the Town and the Union.

4. Job Descriptions for Vacant Positions:

- a. If the Town makes a material change⁷ to the job description of a vacant bargaining unit position, the Town shall notify the Union of the change to the job description. The Union shall have seven (7) calendar days to notify the Town, in writing, of the Union's request to discuss the impacts of the change to the job description. In the event the Union does not make the written request to meet with the Town within seven (7) calendar days, the Union shall waive its right to discuss the impacts and the change to the job description will become effective on the eighth (8th) day from when the Town notified the Union of the change to the job description.
- b. If the Union provides written notice to the Town within seven (7) calendar days of the Union's request to discuss the impacts of the change to the job description, the Town will agree to consult with the Union within twenty-one (21) calendar days of the Town's receipt of such written notice from the Union to discuss the impacts of the change to the job description and shall meet with the Union prior to the implementation of any changes to the job description for such vacant position, but the decision relative to the

⁷ The term "material change" means any substantial and/or substantive changes to the essential duties or qualifications of the position.

changes to such job descriptions shall at all times remain with the Town in its sole discretion.

- c. The timelines referenced in this subsection 4, subparts a.-b. may only be extended by mutual agreement of the Town and the Union.
5. The Town and the Union agree that the Town has the sole discretion to create and determine new employee classifications and positions. The development of any new position shall be subject to review by the Union.
6. Effective July 1, 2012, as a condition of employment, all employees who are covered by this agreement shall have their paychecks directly deposited to a bank account or financial institution of their choosing. In accordance with this section, employees will not receive wage payments by check; provided, however, that the Town will provide either paper documentation of or web access to the direct deposit information to any employee who requests it.

B. Salary and Wage Provisions

1. On July 1, 2014 the salary schedule attached as Appendix "A" shall go into effect. Individual grades and steps may be modified, as exemplified by paragraph 3, by mutually agreed or contractual upgrading of positions. Each employee who is not at top step will be eligible for a step increase each July 1 until reaching the top step provided, however, that an employee hired or promoted after December 12, 1993 shall be eligible for a step increase on his/her anniversary date of employment until reaching top step.
2. It is expressly understood that no current Union member shall suffer any loss in current wages by virtue of this implementation of this Agreement.

C. Employee Evaluation and Review

It is hereby agreed that the advancement of employees covered by this agreement relative to grade and step increases shall be predicated upon merit. Prior to a grade or step increase for any members of the Union, at the time of this agreement, said employees work performance shall be reviewed by the Department Head and/or Town Administrator, no earlier than April 1st and no later than June 1st. Any employee hired after July 1, 1984, shall have his/her performance reviewed no earlier than nine (9) months and no later than eleven (11) months from the employee's employment anniversary date. The Department Head and/or Town Administrator in reviewing the work performance of the employee shall be required to utilize a standardize evaluation form or format. Said form of format is subject to comment by the Union.

The Department Head and/or Town Administrator shall, within fourteen (14) days of the review, inform the employee relative to both the substance of the evaluation and the decision whether or not the employee shall receive the appropriate salary increase; however, a step increase to which an employee is otherwise entitled shall not be delayed except by the timely issuance of a negative recommendation by the evaluator. Should an employee be informed that he/she is not being recommended for a salary adjustment, then said employee may within five (5) working days, submit, in writing, to the Town, a request that the Personnel Board review the decision of the Department Head and/or Town Administrator. The Personnel Board shall review the request of the aggrieved employee and permit both sides to submit testimony either verbal or in writing. The Personnel Board shall develop appropriate rules and regulations concerning the conduct of the hearings. The Personnel Board shall within twenty-one (21) days from the receipt of the aggrieved employee's petition submit to both the Town Administrator and the employee the decision. The Personnel Board may submit its findings or hold its hearing at a time later than before mentioned, if both sides mutually agree. The decision of the Personnel Board shall be final and binding and not subject to the grievance/arbitration procedure to the extent that the decision delays the increase until removal of written warning and/or more severe discipline from the employee's file pursuant to Section 5 of Article 16.

D. Working Higher Classification

When an employee is directed by a supervisor to perform the duties of a higher job classification, said employee shall be paid the rate of that classification to which he/she would be entitled if promoted to said classification, which rate shall be at least five percent (5%) greater than his/her current regular rate.

This provision does not apply to a fill-in assignment of one week or less except in the case where an Employee operates DPW equipment regularly assigned to the higher-rated classification. Employees who are assigned to operate a backhoe in the Public Works Department for periods longer than one (1) hour will be paid at a rate that is five percent (5%) higher than his/her current regular rate. Employees who are assigned to operate the jet vacuum and/or a rubber tired excavator that requires a 2A license in the Public Works Department for periods longer than one (1) hour will be paid at a rate that is ten percent (10%) higher than his/her current regular rate. However, the higher rate will not be paid for employees using said equipment under supervision as part of a training program.

ARTICLE 27 BARGAINING UNIT WORK

No employee covered by the terms of this Agreement shall be laid off as a result of the transfer of work from the employee to a managerial employee not covered by the terms of this agreement.

Whenever practicable, bargaining unit employees will be called to perform significant available work in their job classifications (at overtime, if called for under Article 15) in preference to managerial employees, except where the managerial employee regularly performs such work (e.g. the highway superintendent) or in case of extreme need or emergency.

The Town may supplement the work force within its discretion by the employment of seasonal workers, temporary workers hired for a specific time period of less than three (3) months or of defined duration (e.g. the duration of a medical leave), part-time workers regularly scheduled for less than 20 hours per week, or unpaid volunteers, none of whom will be provided coverage under this Agreement.

ARTICLE 28
USE OF PERSONAL CAR

An employee who, when requested by his department head, uses his/her own motor vehicle in the course of employment shall be compensated at the Massachusetts Department of Revenue rate. Except where it is an understood expectation of the job, the Town agrees not to unreasonably require on-duty employees to use their own vehicles for Town business.

ARTICLE 29
SUBSTANCE ABUSE

The agreed procedure for dealing with substance abuse is annexed to the agreement as Appendix B. Notwithstanding any contrary provisions therein, the mandatory terms of any state or federal law or regulation that is not made subject to the terms of a collectively bargained agreement shall prevail over the terms of this Agreement (e.g. random drug testing of drivers under DOT regulations).

The Town agrees that, prior to implementing a drug screening program for applicants for bargaining unit positions, the Town will notify the Union and provide the Union with reasonable opportunity to discuss the implementation.

The Town further agrees that when an employee is to be tested for alcohol (other than pursuant to a law enforcement proceeding) such testing should, when reasonably possible, be done at a hospital or medical center.

ARTICLE 30

Reserved for future use.

ARTICLE 31
DURATION

This Agreement is effective July 1, 2017, unless otherwise provided for, and shall remain in force and effect to and including June 30, 2020 and shall automatically be renewed for one year unless, on or before February 1, 2020, either the Town or the Union shall have given the other proper written notice of its desire to negotiate a new contract. Nothing, however, shall prohibit either party from providing the other party written notice of its desire to negotiate a new contract prior to February 1, 2020, and, in the event such written notice is given by one party to the other, the parties agree to commence negotiations within thirty (30) days of receipt of such notice.

It is understood that on request, at such time as this agreement comes up for negotiation, the bargaining agent for the United Public Service Employees Union, Local 424M shall receive from the Town a list of position classifications for each bargaining unit member.

ARTICLE 32
BI-WEEKLY PAYROLL

After providing the Union and members of the bargaining unit with at least ninety (90) days' notice, the Town may institute a bi-weekly payroll for all members of the bargaining unit.

UNITED PUBLIC SERVICE
EMPLOYEES UNION,
LOCAL 424M



Gary Butler,
Unit President



Kevin Boyle, Jr.
United Public Service Employees Union,
Local 424M President

Date

TOWN OF WILBRAHAM



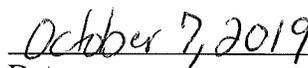
Susan C. Bunnell, Chairman
Board of Selectmen



Robert W. Russell, Selectman



Robert J. Boilard, Selectman



Date

APPENDIX A

TOWN OF
WILBRAHAM
UNION PAY SCALE – UPSEU,
Local 424M*
FY 2018
FY 2017 + 2%

D P W
PRODUCTION, MAINTENANCE, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 10 | \$11.64 | \$12.22 | \$12.84 | \$13.48 | \$14.08 |
| 7 | \$16.51 | \$17.27 | \$18.14 | \$18.99 | \$19.90 |
| 6 | \$17.96 | \$18.80 | \$19.74 | \$20.64 | \$21.61 |
| 5 | \$19.05 | \$19.98 | \$20.97 | \$21.96 | \$23.02 |
| 4 | \$19.66 | \$20.61 | \$21.58 | \$22.64 | \$23.70 |
| 3 | \$20.85 | \$21.85 | \$22.91 | \$24.05 | \$25.12 |
| 2 | \$22.11 | \$23.14 | \$24.28 | \$25.47 | \$26.66 |

CLERICAL
CLERICAL, TECHNICAL, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 3 | \$13.02 | \$13.85 | \$14.74 | \$15.69 | \$16.67 |
| 4 | \$14.29 | \$15.21 | \$16.17 | \$17.21 | \$18.29 |
| 5 | \$15.70 | \$16.67 | \$17.73 | \$18.56 | \$20.10 |
| 6 | \$17.29 | \$18.43 | \$19.74 | \$20.86 | \$22.19 |
| 7 | \$19.61 | \$20.87 | \$22.22 | \$23.65 | \$25.13 |
| 8 | \$21.62 | \$23.03 | \$24.55 | \$26.03 | \$27.75 |
| 9 | \$23.84 | \$25.36 | \$26.95 | \$28.70 | \$30.54 |

* Arithmetic subject to verification by the Town and the Union.

TOWN OF
WILBRAHAM
UNION PAY SCALE - UPSEU,
Local 424M*
FY 2019
FY 2018 + 2%

D P W
PRODUCTION, MAINTENANCE, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 10 | \$11.87 | \$12.46 | \$13.10 | \$13.75 | \$14.36 |
| 7 | \$16.84 | \$17.62 | \$18.50 | \$19.37 | \$20.30 |
| 6 | \$18.32 | \$19.18 | \$20.13 | \$21.05 | \$22.04 |
| 5 | \$19.43 | \$20.38 | \$21.39 | \$22.40 | \$23.48 |
| 4 | \$20.05 | \$21.02 | \$22.01 | \$23.09 | \$24.17 |
| 3 | \$21.27 | \$22.29 | \$23.37 | \$24.53 | \$25.62 |
| 2 | \$22.55 | \$23.60 | \$24.77 | \$25.98 | \$27.19 |

CLERICAL
CLERICAL, TECHNICAL, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 3 | \$13.28 | \$14.13 | \$15.03 | \$16.00 | \$17.00 |
| 4 | \$14.58 | \$15.51 | \$16.49 | \$17.55 | \$18.66 |
| 5 | \$16.01 | \$17.00 | \$18.08 | \$18.93 | \$20.50 |
| 6 | \$17.64 | \$18.80 | \$20.13 | \$21.28 | \$22.63 |
| 7 | \$20.00 | \$21.29 | \$22.66 | \$24.12 | \$25.63 |
| 8 | \$22.05 | \$23.49 | \$25.04 | \$26.55 | \$28.31 |
| 9 | \$24.32 | \$25.87 | \$27.49 | \$29.27 | \$31.15 |

* Arithmetic subject to verification by the Town and the Union.

TOWN OF
WILBRAHAM
UNION PAY SCALE - UPSEU,
Local 424M*
FY 2020
FY 2019 + 2%

D P W
PRODUCTION, MAINTENANCE, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 10 | \$12.11 | \$12.71 | \$13.36 | \$14.03 | \$14.65 |
| 7 | \$17.18 | \$17.97 | \$18.87 | \$19.76 | \$20.71 |
| 6 | \$18.69 | \$19.56 | \$20.53 | \$21.47 | \$22.48 |
| 5 | \$19.82 | \$20.79 | \$21.82 | \$22.85 | \$23.95 |
| 4 | \$20.45 | \$21.44 | \$22.45 | \$23.55 | \$24.65 |
| 3 | \$21.70 | \$22.74 | \$23.84 | \$25.02 | \$26.13 |
| 2 | \$23.00 | \$24.07 | \$25.27 | \$26.50 | \$27.73 |

CLERICAL
CLERICAL, TECHNICAL, SERVICE SCALE –
HOURLY

| GRADE | A | B | C | D | E |
|-------|---------|---------|---------|---------|---------|
| 3 | \$13.55 | \$14.41 | \$15.33 | \$16.32 | \$17.34 |
| 4 | \$14.87 | \$15.82 | \$16.82 | \$17.90 | \$19.03 |
| 5 | \$16.33 | \$17.34 | \$18.44 | \$19.31 | \$20.91 |
| 6 | \$17.99 | \$19.18 | \$20.53 | \$21.71 | \$23.08 |
| 7 | \$20.40 | \$21.72 | \$23.11 | \$24.60 | \$26.14 |
| 8 | \$22.49 | \$23.96 | \$25.54 | \$27.08 | \$28.88 |
| 9 | \$24.81 | \$26.39 | \$28.04 | \$29.86 | \$31.77 |

* Arithmetic subject to verification by the Town and the Union.

APPENDIX B SUBSTANCE ABUSE PROCEDURE

The purpose of this program is to establish the fact that the Town of Wilbraham and its Employees have the right to expect a drug free environment in the work place. The main emphasis of the program is not to be punishment, but of counseling and rehabilitation of Employees with a problem of alcoholism or drug dependency.

Except in the case of applicants for employment in the bargaining unit, no drug testing shall be permitted on a random or universal basis, except as hereinafter provided. Testing of Employees shall only be permitted when there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting the employee's performance. It is recognized that drug and alcohol testing constitutes an investigation, and therefore, the Employee's Weingarten rights apply with regard to all drug and alcohol testing issues. Alcohol testing shall be permitted based upon the reasonable suspicion standard hereinafter provided. Immediate alcohol testing shall be permitted and the results of such testing shall be held in confidence subject to the Review Committee's decision as hereinafter provided.

The Town shall provided a suspected Employee and the Union Steward with a written report evidencing reasonable suspicion within a reasonable time in advance of a proposed drug test.

The Employee may initiate a review of the directive to submit a test sample or undergo a health test. The Directive shall be reviewed by a Committee of three (3), comprised of one Union designee, one Town designee, and a health professional agreed on by the other two members of the Committee.

The Committee will review evidence brought against the suspected Employee, and only after a majority of members of the Committee vote to uphold the evidence shall testing be required or the results of testing be released. If the Committee is not able to meet and/or decide within one week of a drug test directive befog given to the Employee, the Employee will undergo the test and the test results will be sealed by the testing laboratory pending committee action.

The Employee shall be provided with a test sample at the time drug testing is conducted. Drug testing to be performed is to be the more expensive and accurate nature, so as not to subject the Employee to more stress and embarrassment of a possible false positive result from the less expensive test.

The parties shall ensure the confidentiality of the testing process and results. Access to information about the tests shall be limited to the Employee and only members of management and union officials with a compelling need for this information.

The following Information shall be provided an Employee directed to undergo a drug test:

1. A copy of the testing program procedures.
2. A description of the sample gathering protocol.
3. A list of the tests to be used.
4. The name and location of the laboratories to be used.
5. The test results in writing with an explanation of what the results mean.

The Directive to submit a drug test sample shall be based upon facts sufficient to constitute reasonable suspicion of controlled substance use.

Objective facts that shall be used in evaluating an Employee's condition include but are not limited to:

- | | |
|--------------------|--|
| 1. Balance | sure/unsure/questionable |
| 2. Walking | steady/unsteady/questionable |
| 3. Speech | clear/slurred/questionable |
| 4. Attitude | cooperative/uncooperative/questionable |
| 5. Eyes | clear/bloodshot/questionable |
| 6. Odor of Alcohol | none/strong/questionable |

It is required that the observations of these objective facts by any supervisory witnesses be documented, along with any explanations by the Employee concerning his/her condition.

Reasonable suspicion shall be based on information of objective facts obtained by the Town and the rational inference(s) which may be drawn from those facts.

The credibility of sources of information whether by tip or informant, the reliability of submitted information, the degree of corroboration, the results of Town inquiry and/or other factors shall be weighed in determining the presence or absence of reasonable suspicion.

The following are representative but not all-inclusive examples of such circumstances:

1. An Employee deemed impaired or incapable of performing assigned duties.
2. An Employee experiencing excessive vehicle or equipment accidents.
3. An Employee exhibiting behavior inconsistent with previous performance. An Employee who exhibits irritability, mood swings, nervousness, hyperactivity or hallucinations.
4. An Employee who is subject to substantiated allegations of use, possession or sale of drugs and has not agreed to participate in a rehabilitation program.

If the review committee concludes that drug screening by means of urinalysis is warranted, such testing shall be conducted immediately or within (3) months on a random basis as determined by the Town in the Town's sole discretion and on Town time. If these procedures are not followed, Employees may refuse to submit to the test without being disciplined. Alcohol testing shall be performed without prior committee review based upon reasonable suspicion as herein before provided.

If drug testing is warranted, an Employee may voluntarily participate in a recognized rehabilitation program as a substitute for the said permitted three (3) month random testing. Said participation is subject to the requirements and obligations of the rehabilitation program as hereinafter provided.

Except as to a grievance that the Review Committee has not followed the procedure outlined in this Article, the decision of the Review Committee to require alcohol or drug testing shall be final and binding and not subject to the Grievance and Arbitration procedure. The test sample taken from the Employee shall be secured by the Town physician, the Nurse Practitioner or a Testing Laboratory designated by the Town. Failure to provide the test sample as directed will result in disciplinary action.

Rehabilitation programs shall be mandatory for Employees with confirmed positive results or for any Employee admitting to drug usage. Employees who successfully complete a rehabilitation program approved by the health professional shall be guaranteed no disciplinary action and a one time only right to return to their job. Available sick leave may be utilized to accommodate participation in an approved rehabilitation program.

It is the intention of this article that an Employee who is found to test positive on the drug screening shall be treated within the Employer/Employee relationship. It is incumbent upon the Employee to submit a proposal to the Town to be reviewed by the physician designated by the Town for approval. It is the intention that such proposal includes a drug rehabilitation clinic, whether on an out-patient or in-patient basis. The Employee may utilize sick days for such in-patient programs. Leaves of absence without pay for such reasonable periods will be allowed if the Employee has no other accrued leave available. The Employee shall be expected to comply with all the requirements and regulations of the substance abuse rehabilitation clinic and the failure to abide by all such conditions and requirements shall be a basis for termination of employment.

The Employee agrees to submit to random urinalysis testing at the discretion of the Town for a period of one (1) year after returning to work after commencing said program. If any test during such time yields a positive result, the Employee shall be immediately subject to disciplinary action which may be termination of employment.

The Town shall bear all costs of testing and rehabilitation after any available insurance coverage has been pursued and exhausted.

It is agreed that the Parties will make every effort to protect privacy and confidentiality. The parties will develop a specific plan to protect privacy.

APPENDIX C

MEMORANDUM OF UNDERSTANDING

As part of the agreement it is further understood as follows:

- (a) Unless otherwise agreed between the Union and the Town, employees out on medical leave for which a Worker's Compensation claim is filed may apply for available sick leave for the initial waiting period (five work days), and for any period of delay pending approval of benefits; in addition an employee may request the Town to Supplement Worker's Compensation benefits by paying the employee, each payroll period of the leave, the difference between the employee's regular pay and the benefits received, to the extent that available sick leave supports such payment.
- (b) The Town plans to fill the Mechanic Assistant position on a full time non-temporary basis.
- (c) The Town plans to continue to assign an employee as a working foreman with premium pay of ten percent (10%) of his/her regular rate, retaining sole discretion as to the appointment and its duration.
- (d) The Union has agreed to cooperate with the Town in the development of a dispute resolution plan with a preferred arbitration component, designed to reduce the costs and time and adversarial nature of judicial procedures.