

AGREEMENT BETWEEN
THE TOWN OF WHITMAN
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 6, AFL-CIO

EFFECTIVE JULY 1, 2018 - JUNE 30, 2020

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PREAMBLE

Pursuant to the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts, the Board of Selectmen, acting on behalf of the Town of Whitman, hereinafter alternately referred to as the Employer or Town, and Office and Professional Employees International Union, Local 6, hereinafter referred to as the Union, the duly recognized representative and bargaining agent for certain non-professional employees of the Whitman Town Hall have jointly entered into this Agreement, which 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 rates of pay, hours of work and other certain conditions of employment.

ARTICLE I
INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate certain work rules to govern the relationship; to insure the uninterrupted operation of the services provided by the employees; to set forth the agreement of the parties with respect to rates of pay, hours of work and certain conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Whitman. In seeking to achieve these goals, the parties acknowledge that the Employer has and must retain authority over the

policies and administration of the various departments, which it exercises under law, except as expressly modified by a specific provision in this Agreement.

ARTICLE II
MANAGEMENT

The Employer shall retain all the rights which it now has by law, custom, practice, use or precedent to administer, manage, operate and perform its customary work, and to determine methods and means by which the operations of said departments are to be performed and to direct the employees of the departments in any manner which in its opinion is in the best interest of the Town, except to the extent that any such rights shall have been specifically modified or limited by the terms of this Agreement.

ARTICLE III
RECOGNITION

SECTION ONE - RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other specified conditions of employment as contained in this Agreement for:

UNIT A: All full-time and permanent part-time clerical employees of the Town Hall, excluding the Board of Selectmen's Secretary as certified, and any additional secretary or clerical assistant employed in the Selectmen's Office.

A permanent part-time employee is defined as an employee who has satisfied the probationary period set forth in Article IX of this Agreement.

UNIT B: Custodian

SECTION TWO - EMPLOYER NEUTRALITY

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition of this Agreement.

SECTION THREE - CONTINUATION OF BENEFITS

All rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement or by mutual agreement of the parties which has been reduced to writing. Notwithstanding the previous statement, nothing in this provision shall limit the Town's rights under M.G.L. c. 150E or release the Union from bargaining in good faith with the Town over changes in terms and conditions of employment.

ARTICLE IV
UNION SECURITY

The Union dues of employees covered by this Agreement will be deducted weekly by the Town from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presented it to the Treasurer-Collector of the Town. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the Town Treasurer-Collector from time to time.

In accordance with the provisions of Massachusetts General Laws, Chapter 150E, Section 12, the Town agrees to deduct an agency service fee, as a condition of employment, from the salary of every employee in the bargaining unit who has not executed an authorization for dues deduction as provided in Paragraph 1 of this Article. However, it is understood and agreed that no action by the Town shall be considered against any

employee of the bargaining unit for failure to meet his/her Agency Service Fee obligation unless and until the Union certifies in writing to the Town that said employee has not met the obligation imposed by this provision.

The Town shall transmit promptly each month to the Union Treasurer the deducted Union dues and agency fees.

The Town agrees to provide the Union with a list of all employees who have union dues or agency service fees deducted from their pay by July 1 of each year.

The Union agrees to indemnify the Town and hold it harmless from any and all claims, demands, suits, actions, or other forms of liability which may arise out of or by reason of any act by the Town in complying with the provisions of this Article.

ARTICLE V **UNION PRIVILEGES**

SECTION ONE - INSPECTION PRIVILEGE

The Business Agent or representative of the Union may be permitted to visit the Town Hall premises for the purpose of attending scheduled meetings with representatives of the Town and for conducting official Union business in connection with negotiations of Union matters, conferences or the proper pursuit of the grievance procedure with Town officials and/or representatives. This right shall be exercised reasonably. Upon entering the premises of the Town, the Business Agent or representative of the Union shall notify the Department Head or, in his/her absence, a Supervisor and also the Town Administrator. He/she shall not interfere with the normal conduct of work in the facilities.

SECTION TWO - REASONABLE NOTICE FOR ACTIVITIES

Reasonable time off shall be granted to the authorized Union representative(s) in order to take care of Union activities within facilities covered by this Agreement upon request to and approval of the Department Head and of the Town Administrator, provided the request is received sufficiently in advance and that the divisional operations are not impeded by granting such request.

A leave of absence with pay not to exceed two (2) working days shall be granted to no more than two (2) employees during any single year of this Agreement, who are officers and/or Shop Stewards of the Union, for education and related programs sponsored by the Union. Only one (1) employee shall be allowed such leave at any one time. In the event the employee involved is a part-time employee, s/he shall be paid on the basis of those hours which he/she is regularly scheduled to work on the day for which leave is granted.

A leave of absence without pay not to exceed one (1) work week shall be granted to one (1) employee, during each year of this Agreement, who has been elected as a delegate of the Union for the purpose of attending conventions of the parent Union. An employee wishing to exercise rights under this provision must provide the Town with at least thirty (30) days advance notice of the request for leave and verification of such employee's status as an elected delegate.

SECTION THREE - UNION REPRESENTATION

An employee must be allowed an official representative of the Union, being the Shop Steward or the OPEIU Business Agent, to be present at any investigatory interview, conference, hearing, or meeting which may reasonably be expected to result in disciplinary action.

SECTION FOUR - UNION BULLETIN BOARD

The Employer shall provide the Union with a bulletin board or use of a bulletin board or a part thereof to be located at a mutually agreeable location within the Town Hall.

ARTICLE VI GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be defined as only a direct and specific violation of a provision of this Agreement. A grievance shall be settled in the following manner:

- STEP 1: The Union representative, with or without the aggrieved employee, must take up the grievance or dispute in writing with the employee's immediate supervisor within eight (8) working days of the date or occurrence giving rise to the grievance (except in cases of wages and compensation in which case the grievance must be raised within ninety (90) days of the date of event or occurrence giving rise to the grievance). The supervisor shall attempt to meet with the employee and the union representative to adjust the matter and shall respond to the steward within three (3) working days.
- STEP 2: If the grievance has not been settled, it must be presented in writing to the Selectmen within eight (8) working days after the supervisor's response is due. The Selectmen shall meet with the employee and the union representative and shall respond to the Union representative in writing within twenty-one (21) calendar days.
- STEP 3: If the grievance is still unsettled, either party must, within fifteen (15) working days after the reply of the Selectmen is due, by written notice to the other, request arbitration. The arbitration proceeding shall be

conducted by an arbitrator according to the procedure and rules and regulations of the American Arbitration Association.

Any step or steps in the grievance procedure, as well as time limits prescribed at each step of the grievance procedure, may be waived only by mutual agreement of the parties in writing.

Meeting dates will be mutually agreed upon by the parties, however, neither party shall unreasonably delay the process.

The decision of the Arbitrator shall be final and binding on the parties and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

The Arbitrator shall not have the power to alter, amend, modify, add to or subtract from the Agreement.

The expense for the Arbitrator's services and the proceedings not including attorney fees of the parties shall be borne equally by the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If the other party desires a copy of the record, then the total cost of the record will be shared by the parties equally. If the Arbitrator desires a copy of the record, and the other party does not, then the parties will share equally only the cost of providing such copy to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second (2nd) step.

ARTICLE VII
SENIORITY

The continuous length of service of the employee in the Town of Whitman shall determine the seniority of the employee. For purposes of this Article, the term “Town of Whitman” includes any position for which the Town of Whitman is considered the employer for purposes of collective bargaining; i.e., the Whitman Public Library, the Department of Public Works, the Fire Department, the Police Department, the Council on Aging, and the Whitman Public Schools prior to regionalization. Time spent working for the Whitman-Hanson Regional School District shall not be considered work in the service of the Town of Whitman. For determining preference in choice of vacation period, the principle of seniority within the department shall control. In all cases of transfers, or increases in the working force, and/or promotions, the principle of senior qualified candidate from within the bargaining unit shall apply.

ARTICLE VIIA
REDUCTION IN FORCE

In the event that the Board of Selectmen, in its sole discretion, determines that a reduction in the number of unit positions is necessary, the following principles shall apply:

- A. The Board shall first seek to accomplish the reduction through attrition.
- B. For Level 1 and 2 positions, where a member’s position is eliminated or reduced, that member may bump a less senior member in the same or lower level. For Level 3 positions, where a member’s position is eliminated or reduced, that member may bump a less senior member in the same level for whose position they are qualified to hold. A Level 3 employee may also bump a less senior member in a lower classification on the basis of seniority

alone. Where applicable, the determination of whether a member is qualified for a particular position shall be determined, in the sole judgment of the Board of Selectmen, with the recommendation of the affected department head(s), provided that such judgment is not exercised arbitrarily or capriciously. If the Union contends that the decision of the Board is arbitrary or capricious, it may seek relief through the grievance and arbitration provisions of this Agreement, with the burden of proof on the Union to prove that said decision was arbitrary or capricious.

- C. For bumping purposes, seniority is defined as in Article VII, regardless of full-time or part-time status. Bumping by a part-time employee may not result in job-sharing.
- D. Employees laid off as part of a reduction in force shall have the following recall rights for a period of two (2) years:
 - (1) At the time of lay off, members shall be placed on a recall list in order of seniority;
 - (2) Vacancies shall be filled first by going to the recall list and offering the position to qualified candidates in order of seniority. After all qualified candidates on the recall list have been exhausted the position shall be posted in accordance with Article VIII of the Agreement;
 - (3) A member's salary at the time of recall will be per the then current salary schedule, as per Appendix A of the Agreement. The member

shall be placed at the step attributable to his/her years of service in the bargaining unit as of the time of his/her lay off.

- (4) For purposes of computing seniority following recall, the member's service prior to lay off shall be included.

ARTICLE VIII **JOB POSTING AND BIDDING**

When the Town decides to fill a vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the Town Hall, listing the pay, duties and qualifications for the position. The qualifications for the position shall be determined by the Town.

The notice of vacancy shall remain posted for five (5) working days and employees within the bargaining unit, who have completed their probationary period, may apply to the Board of Selectmen, in writing, within the posting period if interested in the position.

The appointment to the position shall be made by the Board of Selectmen or its designee. Appointment shall be made to the senior qualified applicant. If no bargaining unit employee is found qualified, the position may be filled from outside the bargaining unit.

The Board or its designee, or, in those departments with an elected Department Head, the Department Head shall be the sole judge of qualifications, ability and dependability, provided that such judgment is not exercised arbitrarily or capriciously. If the Union contends that the decision of the Board, its designee, or the elected Department Head is arbitrary or capricious, it may seek and obtain relief through the grievance and arbitration provisions of this Agreement, with the burden of proof on the Union to prove that said decision was arbitrary or capricious. Furthermore, any employee junior to the

employee selected shall not have access to the grievance and arbitration procedure referenced herein.

ARTICLE IX
CONDITIONS OF EMPLOYMENT

There shall be a trial period of three (3) calendar months, at the end of which, the new employee's performance will be reviewed by the Department Head. The three (3) month trial period may be extended at the discretion of the Employer and with the mutual agreement of the Union.

After a satisfactory review, the new employee will be classified as a regular employee.

A thirty (30) day extension of the three (3) month trial period may be allowed; however if job performance is still unsatisfactory, the person shall be terminated.

However, if the person is accepted as a regular employee after the thirty (30) day extension, seniority will be back dated to the initial three (3) month trial period.

ARTICLE X
WORK WEEK

SECTION ONE - UNIT A

(A) **Full-Time Employees**

The regular work week shall consist of a schedule of Monday through Thursday, as follows:

Monday:	8:00 A.M. to 4:00 P.M. with an unpaid lunch hour
Tuesday:	8:00 A.M. to 7:30 P.M. with an unpaid lunch hour and a half (½) hour unpaid break between 4:00 P.M. and 7:30 P.M.
Wednesday:	8:00 A.M. to 4:00 P.M. with an unpaid lunch hour
Thursday:	8:00 A.M. to 4:00 P.M. with an unpaid lunch hour

Members shall be compensated at the rate of one and one-half (1.5) hours for each hour worked beyond seven (7) hours on Tuesday.

(B) Permanent Part-Time Employees

The actual hours of permanent part-time employees will be determined at the discretion of the Employer within the schedule set forth above at sub-part A.

SECTION TWO - UNIT B

The work week for Unit B employees shall be eight (8) hours per day for a total work week of forty (40) hours.

The normal work week will be Monday through Friday with a starting time at 7:15 a.m. and a quitting time of 4:15 p.m. with a one (1) hour unpaid lunch from 11:45 a.m. to 12:45 p.m. From time to time, the duties for the employee(s) of Unit B may also be performed at other Town-owned buildings.

Due to governmental schedules from time to time this schedule may vary with advance notice (where feasible, it being understood that notice is not feasible in emergency situations) to the employee. At the discretion of the Selectmen or Town Administrator, in order to have custodial coverage for official Town business at the Town Hall or other Town-owned buildings on evenings and weekends, the starting and quitting times may be changed to assure the orderly conduct, cleanliness and proper maintenance of the Town Hall.

ARTICLE XI
CALL BACK AND OVERTIME

Any Unit B employee called back to work after having completed his/her assigned work and left his/her place of employment and before his/her next regularly scheduled starting time, shall be paid at the rate of 1.5 times the normal rate of pay for all hours worked on recall, with a minimum guarantee of two and one-half (2.5) hours.

In the event a Unit B employee is required to work overtime to remove snow and ice, the overtime rate for such work shall be two (2) times the base hourly rate for such work performed on overtime.

ARTICLE XII
HEALTH AND WELFARE

A. Contingent upon Town Meeting approval, effective July 1, 2006, the Town shall pay 75% of the premiums for the health benefit plan available to employees, except that in no event shall the Town portion of said premium exceed \$9,500.00 per fiscal year for any employee.

B. Effective January 1, 2018 or such time as all other Town collective bargaining units agree, whichever is later, the Town agrees to pay sixty-five percent (65%) of the premium for the health insurance plan(s) available to Town employees, regardless of the cap set forth at Section A above.

C. Effective as of the date that the provisions of Section B, above, become effective, no new enrollees will be admitted to the so-called "Legacy" plans currently offered by the Town, being the Blue Care Elect PPO Traditional, the Network Blue HMO Traditional, and the Harvard Pilgrim Health Care HMO Traditional plans. For purposes of this

provision the term “new enrollee” shall mean an employee who was not enrolled in the plan as of the implementation date referenced at Section B.

D. The Town shall offer dental insurance to employees covered under this contract with no Town match. Payment for said dental insurance is the sole responsibility of the employee.

E. The Town agrees to pay fifty percent (50%) of the cost of the premium for a group life insurance policy offered to employees through the Town.

ARTICLE XIII
REST PERIOD

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift.

The time of said rest period is to be determined solely by the Department Head.

ARTICLE XIV
VACATION LEAVE

SECTION ONE - FULL-TIME EMPLOYEES

The employee's anniversary date of employment shall be used in determining eligibility for paid vacation leave in accordance with the following schedule:

On completion of six (6) months of service up to one (1) year of service –	One (1) work week per year.
On completion of One (1) year of service through three (3) years of service -	Two (2) work weeks per year.
On completion of Four (4) years of service through seven (7) years of service -	Three (3) work weeks per year.
On completion of Eight (8) years of service through fourteen (14) years of service -	Four (4) work weeks per year.
On completion of Fifteen (15) years of service and over -	Five (5) work weeks per year.

Employees will be credited with their vacation time allotment on July 1st of each year based upon their years of service as of July 1. In the years one, four, eight and fifteen, if the additional week earned that year cannot be used due to departmental work load and work flow, at the request of the department head, the Personnel Director may approve carry-over of that week to the next fiscal year, but that week must be used in the year in which it is carried over.

SECTION TWO - PERMANENT PART-TIME EMPLOYEES

(A) Permanent part-time employees shall be eligible for paid vacation leave at the intervals set forth above at Section One, but the number of days of vacation leave at any interval will be pro-rated according to the hours worked in the previous year by the part-time employee in proportion to hours worked per year in a full-time schedule.

EXAMPLE: After four (4) years of service, a permanent part-time employee who works half as many hours annually as does a full-time employee, will receive one and one-half work weeks vacation leave.

(B) Part-time Employees promoted to full-time positions shall have their part-time hours pro-rated when computing full-time years worked for vacation allowance.

SECTION THREE - CARRY OVER OF VACATION

Employees may carry over up to one (1) week of vacation to the next fiscal year where:

- a. the employee has used his/her best efforts to take the vacation within the year granted;
- b. there is good reason (as so determined at the sole discretion of the Employer) for the employee's failure to take such vacation within the year granted; and,

- c. the employee notifies the Department Head of his/her request to carry over one week of vacation by June 15 and the Department Head, in his/her sole discretion, approves the request.

SECTION FOUR - PAYMENT FOR ACCRUED VACATION TIME

An employee shall be paid for accrued, credited vacation in lieu of time off, for which he/she would be eligible, only when his/her employment terminates as follows:

- (a) voluntary termination of employment;
- (b) layoff;
- (c) death, in which case, vacation pay due shall be paid to the surviving beneficiary(ies) so designated by the employee or the estate of the deceased employee.

SECTION FIVE

Holidays (as defined by Article XVIII, Section One of this Agreement) or bereavement (as to which the Employee is entitled to leave under Article XVI hereof) occurring during an employee's vacation will be considered as such and not vacation time off.

ARTICLE XV
JURY LEAVE

An Employee called for jury duty shall be paid the difference between his/her regular pay and the compensation received by him/her as a juror, exclusive of travel allowance.

An Employee summoned as a witness on behalf of the Town shall be granted leave and paid the difference between his/her said regular pay and his/her witness fees, exclusive of travel allowance.

ARTICLE XVI
FUNERAL/BEREAVEMENT LEAVE

In the event of the death of an employee's spouse, domestic partner, child or step-child, he/she will be granted leave with pay up to five (5) working days.

In the event of the death of other members of the immediate family, they will be granted leave with pay in the amount of up to three (3) working days.

In the event of the death of an aunt, uncle, niece or nephew, an employee will be granted leave with pay for one (1) day.

Such leave shall not be charged to sick leave or vacation leave.

For purposes of the above provisions, the term "immediate family" is defined as mother, father, step-parents, brother, sister, step-siblings, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent and/or any relative living in the immediate household.

Additional bereavement leave may, when necessary, be granted by the Department Head with the approval of the Board of Selectmen.

ARTICLE XVII
SICK LEAVE AND LEAVE OF ABSENCE

A. General Provisions

Employees are entitled to a maximum of fifteen (15) days sick leave per fiscal year. Each permanent full-time employee hired during the fiscal year shall be credited with paid sick leave at the rate of one and one quarter (1 ¼) days per month of continuous employment with the Town, to a maximum of fifteen (15) days per year (or 105 hours) with such leave to begin after thirty (30) days from the date of employment. For purposes of this article, a day shall be defined as a seven (7) hour period. Sick leave, based on the

schedule set forth above, shall be pro-rated for permanent part-time employees according to the hours worked per month by the part-time employee in proportion to the hours worked per month in a full time schedule. Sick leave may be used at any time during the year but only to the extent of sick leave earned in accordance with the following rules:

An employee who is unable to report to work due to sickness shall call the appropriate Department Head stating the extent of the illness and, if possible, the number of days he/she expects to be out. Sick leave benefits will depend upon compliance with this rule. The Town shall have the right to request proof of illness in the form of a note from a physician or through some other means acceptable to the Town at its sole discretion.

Accumulation of sick leave will not be permitted.

Vacation allowance may be used for sick leave.

Sick leave may be considered to be absence from duty without loss of pay for the following reasons, subject to the approval of the Town:

- (a) Illness or injury, except where directly traceable to employment by an individual or entity other than the Employer.
- (b) When an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.
- (c) When serious illness of an employee's immediate family requires his/her personal attendance.
- (d) When an employee is absent from work because of a job-related illness or injury for which he/she is entitled to workmen's compensation; however, in this event the sick leave payments made

to the employee (a) shall be limited to the difference between the regular wage of the employee and the sum to which the employee is entitled on a weekly basis under workmen's compensation law, and (b) shall be made only for the first ninety (90) days of the disability, and, after the first thirty (30) days thereof, only to the extent that the employee is not entitled to payment therefore under the terms of any applicable disability insurance coverage maintained by the Town.

A physician's certificate of illness may be required from an employee by the Town in the case of repeated absence or an absence which continues for more than three (3) days, when abuse is reasonably suspected, before paid sick leave is granted under the provisions of this Article.

Injury, illness or disability self-imposed, or resulting from the use of alcohol or drugs shall not be considered a proper claim for leave under this Article except that an employee who is under the care of a physician and participating in an acceptable rehabilitation program and is no longer using drugs or alcohol will be eligible for leave under this Article.

Each employee shall be entitled to a lump sum payment of fifty percent (50%) of sick leave accumulated by the employee to June 30, 2000, up to a maximum of sixty (60) days. This payment shall be made on or about May 16th, 2002. The remaining sick leave to which the employee was entitled – including the sick leave accumulated prior to July 1, 2000 – and for which the employee is not compensated hereunder shall be deposited in the sick leave bank established under Paragraph (B) hereof upon completion of the buy-out.

No accumulation of sick leave, or other right to compensation in lieu thereof, shall be permitted.

Employees injured on the job and receiving Workmen's Compensation may on request be granted sick leave allowance to make up the difference between their regular wages and the amount received from Workmen's Compensation, provided they have sufficient sick leave credit.

B. Sick Leave Bank

A sick leave bank shall be established whereby Town of Whitman employees working under this Agreement, in event of a protracted injury or illness, may apply to draw up to a maximum of the greater of (a) sixty (60) work days, or (b) the number of work days until any applicable disability insurance maintained by the Town for the employee becomes operative and effective. For this purpose, the Town shall maintain long-term disability insurance coverage for the benefit of the employees. The coverage shall become effective a maximum of ninety (90) days from the date of a non-work-related injury or illness. It shall insure the employee for two-thirds of the regular pay or wage of the employee for the period covered. If and when circumstances make purchase of such coverage for the employees no longer practical or feasible, the parties agree to discuss and consider alternatives thereto. All written requests for withdrawal from the bank must be accompanied by the reason, and approval will be made by a sick leave bank committee consisting of two members designated by the Union, and one member of the Board of Selectmen, or the Town Administrator as appointed by the Board of Selectmen, within ten (10) working days of the request. Approval will be determined by a simple majority vote

of the committee. Determinations made by sick leave bank committee shall not be subject to the grievance provisions of this Agreement.

The following criteria shall be used by the committee in administering the bank and in determining eligibility and amount of leave:

- 1.) adequate medical evidence of serious illness or injury;
- 2.) prior utilization of all vacation and eligible sick leave;
- 3.) there must be no prior sick leave abuse by the applicant;
- 4.) illness or injury must not be as a result of employment other than for the Town of Whitman;
- 5.) the sick leave bank may be used to supplement workmen's compensation, or any other insurance compensation, up to 100% of the employee's regular salary.
- 6.) the number of days requested from the bank must be specified at the time of initial request and may not exceed thirty (30) days for each individual request, except as otherwise specifically permitted under the provisions of this Article.
- 7.) any request for an extension of days after the initial request from the bank will be reviewed by the sick leave bank committee and considered pursuant to the provisions of this section;
- 8.) sick leave bank time may not be used to cover time spent in any drug or alcohol rehabilitation program.

The number of days left in the bank will be cumulative from year to year not to exceed six hundred (600) days.

9.) In order to promote the sick leave bank, and to encourage regular attendance, the following incentives will be available to employees each year:

0 absences during the year	buy back five (5) sick days
1 absence during the year	buy back four (4) sick days
2 absences during the year	buy back three (3) sick days
3 or more absences	no annual buy back

With the exception of funeral leave, personal leave, jury duty and vacation time, any absence for any reason shall be included for purposes of computation of the above incentive payments. In consideration for such payments, all of an employee's unused sick days remaining at the end of each fiscal year shall be deposited to the sick leave bank until said bank is full.

C. Return to Work

The Town may, at its expense and from time to time, require the examination, by a physician selected by it, of any employee who is absent from work and who is receiving sick leave or disability insurance benefits. Any employee certified by such physician to be able to perform any of the customary work tasks of the office to which assigned may be required by the Department Head to resume work for that department, in accordance with the following procedures:

- a. If, upon notification from the Town Administrator of the determination of the physician selected by the Town, the employee disagrees therewith, he/she may, at his/her expense and within two weeks of such notification, obtain an examination by a physician of his/her selection. Within two weeks

of such examination, the physician selected by the employee shall notify the Town Administrator whether or not, and if so, to what degree and in what general capacities, the employee is fit to return to work with the Town

- b. If the report of the employee's physician supports a return to work, the employee shall forthwith report to the Department to which assigned.
 - c. If the report of the employee's physician does not support such a return to work, the Town's physician and the employee's physician shall then jointly, within two weeks, select a neutral physician who is trained in the specialty which diagnoses and/or treats the condition of the employee. The neutral physician shall, within one week of his/her designation as neutral physician, examine the employee at the expense of the Town, and, within one week thereafter, shall notify the Town Administrator whether or not, and if so, to what degree and in what general capacities, the employee is fit to return to work with the Town.
 - d. If the report of the neutral physician supports a return to work, the employee shall forthwith report to the department to which assigned.
 - e. Each physician who examines the employee hereunder shall first be provided by the Town with a detailed statement and description of the physical requirements of the tasks of the Department to which the employee can be assigned.
- D. (A) An employee shall be granted at his/her request, an unpaid leave of absence of up to one (1) year for health reasons to the extent that such leave is medically necessary and is substantiated by documentation satisfactory to the Employer.

(B) An employee shall be granted, at his/her request, an unpaid leave of absence of up to one (1) year to care for an ill spouse, domestic partner, child or parent to the extent that such leave is medically necessary and is substantiated by documentation satisfactory to the Employer. Such request shall not be unreasonably denied. The term “domestic partner” shall be defined as “an individual sharing an employee’s life as if married, but without the benefit of the actual certificate, regardless of gender.”

E. An employee may not use a sick day to work at the polls. If an employee calls in sick and it is later found that he/she pursued work at the polls on the day in question, said employee shall forfeit his/her pay for the day in question and shall be subject to discipline.

F. Paid sick leave may be used to care for a sick parent, child, spouse, or domestic partner consistent with the terms of the Family and Medical Leave Act. Employees seeking leave under the Massachusetts Small Necessities Act shall utilize the leave provided under this Section insofar as applicable. The parties agree that such leave shall satisfy any requirement on the part of the Employer under said Act.

G. Maternity/Paternity Leave

The parties agree to follow the provisions of Massachusetts General Laws chapter 149, section 105D and the Family and Medical Leave Act. If an employee is on approved Maternity/Paternity Leave for the birth of a baby or adoption of a child, and has earned accrued sick leave and vacation credits at the commencement of such leave, he/she may use such eligible credits during the Maternity/Paternity Leave.

Maternity/Paternity Leave shall not constitute a break in seniority and an employee on approved Maternity/Paternity Leave shall continue to be entitled to health insurance benefits consistent with the provisions of the Family and Medical Leave Act.

ARTICLE XVIII
PAID HOLIDAYS, PERSONAL DAYS, AND SNOW DAYS

SECTION ONE - HOLIDAYS

(A) The following days shall be recognized as paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Half Day Before Thanksgiving
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving (limited to those employees regularly scheduled to work a five day work week)
Independence Day	Christmas Eve Day (December 24)
Labor Day	Christmas Day

(B) If any of the above holidays should fall on a normal day off, an additional day shall be given subject to the approval of the Department Head or immediate supervisor. An employee whose request is denied by the Department Head or immediate supervisor may submit the request to the Town Administrator for review.

(C) Holidays must be taken and no compensation will be allowed for failure to do so.

(D) If a paid holiday should fall during a vacation leave, the employee shall be entitled to an additional vacation day. Scheduling of such additional vacation day must be with the consent of the Department Head or immediate supervisor.

(E) Unit A - Holiday Pay shall be seven (7) hours at straight time. In the event that a holiday falls on a Tuesday and the employee is regularly scheduled to work a full-time schedule on such day, the holiday pay shall be ten (10) hours at the straight time rate.

(F) Unit B Holiday Pay shall be eight (8) hours at the straight time rate.

(G) Holiday pay for permanent part-time employees shall be pro-rated in accordance with their normal work schedule.

(H) Employees who volunteer to work on a holiday shall be paid at the rate of time and one-half their regular rate of pay and shall receive an additional floating holiday which may be taken upon approval of the Department Head.

(I) When New Year's Eve or July 3 fall on a Tuesday, Town Hall offices will close at 4:00 p.m. and those employees regularly scheduled to work on the day in question shall be paid at straight time for the hours of 4:30 p.m. to 7:30 p.m.

SECTION TWO - PERSONAL DAYS

Three (3) personal days off per year with pay will be allowed for personal business upon giving reasonable notice to the Department Head. Unit A personal day pay shall be seven (7) hours at straight time. Unit B personal day pay shall be eight (8) hours at straight time. Personal days may be taken in half-day increments at the discretion of management and such discretion shall not be unreasonably denied.

SECTION THREE - SNOW DAYS

Based upon the decision of the Town Administrator, after consultation with the Supervisor of the Department of Public Works, Town Hall may be closed or its opening delayed due to inclement weather. Employees will be notified by their Department Head.

ARTICLE XIX **EMPLOYEE FILES**

SECTION ONE

All employees shall be entitled to review their personnel files upon reasonable request.

SECTION TWO

Any and all verbal warnings shall be removed from the employee's file one (1) year after the issuance of said discipline, provided no similar offenses occur. Any and all written reprimands and/or warnings shall be removed from the employee's file eighteen (18) months after the issuance of said discipline, provided no similar offenses occur.

ARTICLE XX
EDUCATION REIMBURSEMENT

In those instances where a Department Head, with the approval of the Town Administrator, requests an employee to attend any workshops or other educational courses, said employee shall be reimbursed for the cost of such workshop or course and travel expenses, with mileage rates to be determined by the Board of Selectmen.

ARTICLE XXI
CLASSIFICATION PLAN AND PAY RATES

SECTION ONE - WAGES

In this Agreement, and made part of it as Appendix A, shall be established a classification and pay plan. It shall list the positions covered by this Agreement along with the wages for said positions.

SECTION TWO - WORKING OUT OF GRADE

If an employee is assigned to perform the duties of higher level or department manager position, regardless of whether said position is included in the unit, for a period of more than thirty (30) consecutive calendar days, the employee shall be compensated at the pay rate of the position for which the employee is filling retroactive to the first day of such duty and continuing until the higher level/department head position is filled or the incumbent returns.

SECTION THREE - LONGEVITY BONUS

Employees hired prior to June 30, 2014 shall be entitled to the following longevity payments which shall be made within two (2) weeks following the employee’s anniversary date:

On completion of	Longevity Bonus
5-9 years	\$175.00
10-14 years	\$325.00
15-19 years	\$375.00
20-24 years	\$425.00
25-29 years	\$475.00
30 or more years	\$525.00

Upon completion of twenty (20) years employment with the Town, an employee shall be eligible for a wage increase of three percent (3%) in addition to any other scheduled increase in pay.

Employees hired on or after July 1, 2014 shall not be eligible for the longevity payments outlined above.

ARTICLE XXII
DISCIPLINE

No employee shall be disciplined, removed, discharged, or suspended in any manner except for cause and at any hearings or interviews the employee shall have the right to Union Representation. Disciplinary action will be handled in a professional manner.

ARTICLE XXIII
SCOPE OF THE AGREEMENT

This Agreement is a complete Agreement between the parties covering all mandatory subjects of discussion. The parties agree that the relations between them shall be governed by the terms of this Agreement and in accordance with the appropriate sections of Massachusetts General Laws, Chapter 150E. No change or modification of this Agreement shall be binding on either the Employer or the Union unless reduced to writing and executed by the respective duly authorized representatives.

ARTICLE XXIV
SEVERABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement to any employee or group of employees shall be finally held to be contrary to state or federal law by a court of competent jurisdiction, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect for the duration of this Agreement.

ARTICLE XXV
DURATION

SECTION ONE

This Agreement shall become and shall continue in effect from July 1, 2018 to and including June 30, 2020. This Agreement will remain in full force and effect until a successor agreement has been executed.

SECTION TWO

This Agreement is contingent upon Town Meeting budgetary approval and any statutory restraints of the Town budgetary procedures imposed by the Commonwealth of Massachusetts.

This AGREEMENT is signed this day of _____, 2018.

TOWN OF WHITMAN

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 6, AFL-CIO

This AGREEMENT is signed this day of ^{20th} August, 2018.

TOWN OF WHITMAN

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 6, AFL-CIO

Donald Salvia
Carl F. Kowal
[Signature]
[Signature]

Wanda B. Etkin
Carrie My
Elaine M. Williams
Jennifer DeCosto
[Signature]

APPENDIX A

I. WAGE CLASSIFICATION AND SALARY SCHEDULE

EFFECTIVE 7/1/2018 to 6/30/2019

2% Increase

Unit A							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10	Step 15
Level 1	20.41	21.02	21.69	22.32	22.99	23.68	
Level 2	21.02	21.68	22.34	23.00	23.69	24.40	
Level 3	21.68	22.32	23.01	23.70	24.39	25.12	
Unit B							
	21.39	22.06	22.71	23.39	24.09	24.81	

EFFECTIVE 7/1/2019 to 6/30/2020

2% Increase

Unit A							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 10	Step 15
Level 1	20.82	21.44	22.12	22.77	23.45	24.15	24.87
Level 2	21.44	22.11	22.79	23.46	24.16	24.88	25.63
Level 3	22.11	22.77	23.47	24.17	24.88	25.63	26.40
Unit B							
	21.82	22.50	23.16	23.86	24.57	25.31	26.07

APPENDIX A

II. Placement of Positions on Salary Scale

Level 1:	General Clerical Duties
Level 2:	Advanced Clerical Duties
Level 3:	Assistant Department Heads/Some Supervisory Responsibility

Level 1

Assessor's Office Clerical
Building Department Clerical
Treasurer's Office Clerical

Level 2

Collector's Office Clerical
Town Clerk's Office Clerical
Treasurer's Office Clerical

Level 3

Assistant Accountant
Administrative Assistant Assessor's Office
Administrative Assistant Building Department
Assistant Treasurer-Collector
Assistant Town Clerk
Board of Health Secretary - with position to become a Level 2 position upon attrition of current employee

1. Promotional placement: when an employee is promoted from one level to the next, he/she shall be placed on the step which provides him/her with at least a 3% increase. For example, an employee at Level 2/Step 5 promoted to a Level 3 position would be placed at Step 5.
2. If a part-time employee becomes full-time, step placement is based on years of actual service.
3. All new hires, regardless of level or full-time/part-time status, shall begin at Step 1.
4. Current employees whose placement on the salary schedule based on the factors set forth above would result in a decrease in pay, shall be red-circled at the current rates of pay.
5. Movement through the steps will occur on employees' anniversary date.

APPENDIX A

III. Reclassification Request Mechanism

An employee, through the Association, may request a reclassification during the term of this Agreement.

The request must be submitted to the Town Administrator on a form agreed to by the Town and the Association. The Town Administrator shall investigate the reclassification request, including obtaining the opinion of the employee's department head.

It is within the Board of Selectmen's discretion to grant or deny the request.

The decision of the Board is not subject to the grievance or arbitration provisions of the Agreement.

If the request is denied, the form will be retained and either party is free to raise the subject again in successor negotiations.

IV. Stipend for Certain Assistant Department Heads

The following positions shall be paid a lump sum annual stipend of \$750.00: Assistant Town Clerk, Assistant Accountant.

The following position shall be paid a lump sum annual stipend of \$1,000.00: Assistant Treasurer- Collector.

Payment shall be made in the first payroll following July 1, of each year to those individuals holding the positions as of July 1 of each year.