

**AGREEMENT BETWEEN THE**

**TOWN OF WESTFORD**

**AND THE**

**COMMUNICATIONS WORKERS OF AMERICA**

**LOCAL 1051**

**JULY 1, 2008 TO JUNE 30, 2011**

(Ratified by Board of Selectmen March 24, 2009)  
(CWA voted to approve March 11, 2009)

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**ARTICLE 1**  
**AGREEMENT**

This Agreement is entered into by and between the Town of Westford, Massachusetts, hereinafter referred to as the “Town,” and Local 1051 of District I, Communications Workers of America, hereinafter referred to as the “Union.”

The Town of Westford fosters a climate of respect and acceptance for all its employees, strives to create an enriched and secure work environment, and wishes that all employees recognize the value of teamwork and diversity through education and information.

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. No amendment to this Agreement shall be effective unless in writing, ratified, and executed by the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, the Union and the Town had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 2**  
**RECOGNITION**

The Town hereby recognizes the Union as the exclusive Collective Bargaining Representative (for the purpose of collective bargaining with respect to rates of pay, hours, and other conditions of employment) for all of the employees and job titles in the Collective Bargaining Unit certified by the State of Massachusetts Labor Department in Case Nos. MCR-3487, MCR-3488.

The Town agrees that it will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any group or individual for the purposes of undermining the Union or changing any provisions contained in the Agreement.

**ARTICLE 3**  
**DEFINITIONS**

The terms hereinafter set forth shall have the following meanings:

1. **“Union”** shall mean the Communications Workers of America, AFL-CIO.
2. **“Town”** shall mean the Town of Westford.
3. **“Employee”** shall mean a member of the bargaining unit represented by the Union.
4. **“Permanent Full-Time Employee”** shall mean an employee regularly scheduled to work at least thirty-seven and one-half (37.5) hours for fifty-two (52) weeks per year minus legal holidays and authorized vacation leave, sick leave, bereavement leave, jury duty or other authorized leave of absences.

5. **“Permanent Part-Time Employee”** shall mean an employee regularly scheduled to work less than thirty-seven and one-half (37.5) hours, in a workweek, and who holds a position classified under this contract. Those employees who work less than twenty (20) hours per week shall not be eligible for health insurance and life insurance. Those employees who work less than eighteen and three quarters hours (18.75) hours per week shall not be eligible for Middlesex retirement.

A “Permanent Part-Time Employee” shall be eligible for sick leave and vacation leave on a prorated basis. Prorated hours are based on the number of scheduled days worked per week and the number of scheduled hours worked per day.

6. **Intermittent, Substitute, Seasonal Part-Time Employee or Intermittent Part-Time Employee** shall mean an employee who reports to work as needed, and who holds a position classified under this contract and is paid according to the wage scale of this contract.
7. **“Net Credited Service”** shall mean the amount of each employee’s continuous and uninterrupted service to the Town.
8. **Month of Service** is a period starting on the anniversary of the employee’s hire or re-hire date (whichever is later) and ending on the same date of the following month is a “month of service” for net credited service purposes.

#### ARTICLE 4 EMPLOYEES RIGHTS AND OBLIGATIONS

**Except to the extent that there is contained in this Agreement an express and specific provision to the contract:**

1. Employees shall have, and be protected in the exercise of, freely and without fear of penalty or reprisal, the rights to form, join or assist the Union to hold office and participate in the management of the Union; to act in the capacity of a Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any or all such activities. In the exercise of such rights, the employees shall be free from any and all interference, restraint, or coercion and from any discrimination in regard to promotion or other conditions of employment.
2. No Representative, department official, or agent of the Town shall:
  - A. Interfere with, restrain, or coerce employees in the exercise of their rights to join or refrain from joining the Union.
  - B. Interfere with the formation, existence, operations, or administration of the Union;
  - C. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in the Union;
  - D. Discriminate against an employee because s/he has given testimony or taken part in any grievance procedures, or in other hearings, negotiations or conferences for or in behalf of the Union and,

- E. Refuse to meet or confer at such times as are set forth in the contract, concerning such matters for which conferences or meetings are required by a specific clause of this contract.

The Town and Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Neither the Town nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, or age, or qualified handicapped status.

## ARTICLE 5 MANAGEMENT RIGHTS

Unless an express, specific provision of this Agreement clearly provides otherwise, the Town of Westford through the Board of Selectmen, its Administrators, Department Heads, and such other officials as may be authorized to act in the Town's behalf, retain all rights and prerogatives to manage and control the various departments and functions in which bargaining unit personnel are employed.

**By way of example but not limitation, management retains the following rights:**

- A. To determine the organization of such departments or functions, the number of employees, the work tasks, and the technology of performing them; to determine the numbers, types, and grades of positions or employees assigned to an organization unit, work project, or to any location, task or building;
- B. To determine whether work will be performed by bargaining unit personnel or outside contractors during extraordinary conditions. The Town will discuss with the Union what constitutes extraordinary conditions;
- C. To determine the policies and practices involving or affecting the hiring, promotion, assignment, direction, and transfer of personnel;
- D. To determine the equipment to be used and the uniforms to be worn in the performance of duty; to establish qualifications for ability to perform work in classes and ratings, including physical, educational, experience and skill qualifications;
- E. To lay off employees in the event of lack of work or funds, or under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- F. To establish or modify work schedules and shift schedules, and the number and selection of employees to be assigned;
- G. To establish or modify pay schedules and pay dates.
- H. To take whatever actions may be necessary to carry out its responsibilities in emergency situations;
- I. To enforce existing rules and regulations for the governance of functions of the various departments and to add to or modify such regulations as it deems appropriate;

- J. To discharge, suspend, demote, or take other disciplinary action against employees, and to require the cooperation of all employees in the performance of this function;
- K. To assign employees to duties and tasks from time to time;
- L. To assign and require overtime work;
- M. To determine the standards for on-duty appearance of employees;
- N. To determine the care, maintenance and operation of the equipment and property used for and on behalf of the town.

Management also reserves the right to decide how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

**ARTICLE 6**  
**NON-DISCRIMINATION**

1. The parties to this agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation, as defined by law, age, as defined by law, race, color religion, handicap, national origin, genetic information or military status, as defined by law.
2. If the town accommodates an employee in accordance with the Americans With Disabilities Act (“ADA”) or state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration.
3. The parties to this agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership.

**ARTICLE 7**  
**NO STRIKES**

Pursuant to Chapter 150E of the Massachusetts General Laws, the Union and employees agree not to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees, including extra hours or overtime work, which are normally provided to the Town. Should any of its members engage in any of the practices set forth above, the Union shall immediately, in writing, order such members to return to work and to immediately cease such practices. The Town shall receive a copy of this written notice. Employees who engage in activity prohibited by this Article shall not be paid for the time involved, nor for any makeup time, which results from such activity. Such employees shall be subject to discipline, up to and including discharge.

**ARTICLE 8**  
**PAST PRACTICES**

The Town shall have the right to eliminate or modify any policies or practices involving or affecting mandatory subjects which are not expressly set forth in this Agreement, and to establish new policies or practices on such subjects, provided that:

1. Before changing such policies or practices (involving mandatory subjects) which uniformly affect unit employees, the Town shall advise the Union in writing of the contemplated changes, and the target date for implementation;
2. The Union shall be afforded a reasonable opportunity to request bargaining and a reasonable opportunity to engage in bargaining;
3. Except in unusual circumstances, the Town will not implement a change within thirty (30) days of its notice to the Union;
4. If good faith bargaining does not produce a complete agreement, the Town may implement its last stated position via a written notice to the Union; and
5. The parties may continue bargaining for a reasonable period after such implementation.

## ARTICLE 9 DISCIPLINE

### **Probationary Period:**

A new or rehired employee shall be on probation for six (6) months from the date of hire or rehire. An employee who has passed three (3) months of probation shall have the right, upon his/her request, to a written review. During the probationary period of any such employee, the Town may terminate the employment of such employee for any reason without recourse to the grievance procedure. However, said employee or the Union may discuss said termination with the Town Manager. Employees who have continuously served in excess of the applicable probationary period shall not be discharged or suspended except for just cause.

### **General and Corrective Discipline:**

When a supervisor anticipates disciplinary action a Union representative and the Director of Human Resources shall be present. However, it is understood that a supervisor may place an employee on paid administrative leave for the balance of a workday and schedule a meeting with the employee, Director of Human Resources and the Union representative for the following workday to discuss the incident and the possible disciplinary action. If suspended the employee will remain on paid administrative leave until the investigation is completed.

Normally, the policy of progressive discipline will follow the steps of documented verbal warning, written warning, suspension and termination of employment. The Town reserves the right, however, to impose a penalty outside of the progressive disciplinary process when the actual or potential severity of the violation warrants such action.

Documented verbal and written warnings will become inactive one (1) year from the date of misconduct and disciplinary suspensions will become inactive two (2) years from the date of misconduct provided there is not intervening discipline. However, if misconduct occurs which results in formal discipline (i.e., documented verbal warning, written warning or suspension,) within the active time period of any warning or suspension, all warning notices and suspensions will remain active pending expiration of the last warning or suspension notice.

The employee shall receive the original documented discipline; a copy will be filed in the employee's official personnel file, located in the Human Resources Department.

All employees shall be granted the opportunity to review their Personnel records within twenty-four (24) of the employee's request made to the Human Resources Department.

**ARTICLE 10**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Definition:**

The Town and the Union agree that a grievance is a complaint involving the interpretation or application of the provisions of this Agreement, or a complaint that an employee(s) has in any manner been unfairly treated.

Neither the Town, nor the Union, will attempt by any means other than the grievance, arbitration, and/or mediation procedures to bring about the resolution of any issue, which is properly a subject for disposition through such procedures. It shall be the objective of both the Town and the Union to settle the grievance promptly and at the lowest step of the grievance.

**Grievance Procedure:**

**STEP 1:** Shall involve the Union representative of Local 1051 who has been designated, and the duly designated representative of the Town, normally the Department Head, of the aggrieved employee(s). Any adjustment or settlement of a grievance at Step 1 shall be binding for the particular grievance involved, but shall not be used as a precedent by either party.

No grievance shall be considered, nor any appeal thereof be handled as a formal grievance, unless a meeting regarding the grievance is requested in writing within fifteen (15) working days of the action, or failure to act, whichever is the subject of the grievance.

The written request shall be sent to the designated representative of the Town, and shall state:

- a. The name(s) of the grievant(s);
- b. The issue being grieved;
- c. The contract provision(s) allegedly violated; and
- d. The remedy sought.

This document shall be delivered to the Town representative prior to the Step 1 meeting.

At this time, the Union may request information and documentation from the Town, which the Union deems necessary to process the grievance.

A meeting to discuss the grievance shall be held promptly, but not later than fourteen (14) days after receipt by the town of the grievance, or the notice of appeal.

The decision of the town shall be confirmed in writing within fourteen (14) days of the close of the grievance meeting.

**STEP 2:** Shall involve an officer of Local 1051 or his/her designee and the Town's designated representative, usually the Town Manager.

Notice of the grievance appeal shall be in writing and delivered by the Union to the Town Manager, or his/her designee, not less than fourteen (14) days after the Union receives the written confirmation from Step 1.

The written appeal shall contain all the information provided in the Step 1 letter. The Union may also request additional information and/or documentation at this time.

A meeting to discuss the grievance shall be held promptly, but no later than fourteen (14) days after notice of appeal. The decision of the Manager shall be confirmed in writing within fourteen (14) days of the close of the grievance meeting, and shall outline the reasons for the Town's decision.

**Time Limits:**

The Town and Union may mutually agree to extend the time limits specified in the grievance procedure, provided such agreement is specified in writing, is limited to a specific grievance, and a new date is established.

If a grievance is allowed to time out by the town, it is understood that the grievance is denied. The Union shall then proceed to the next step in the grievance procedure.

**Union Representation:**

It is understood, after an employee(s) has filed a grievance with the Union, and the Union representative has notified the Town that the Union represents that employee(s), the Town will not discuss or try to adjust said grievance directly with said employee(s).

**Arbitration/Mediation:**

If the parties cannot adjust or dispose of any grievance as set forth above, the Union or the Town may, within thirty (30) days of the second step reply, invoke arbitration or mediation by notice to the American Arbitration Association, or the Commonwealth of Massachusetts Board of Conciliation and Arbitration, with immediate copy to the other party.

Arbitrators/Mediators shall be selected in accordance with the rules of the American Arbitration Association, or the Massachusetts Board of Conciliation and Arbitration.

The Arbitrator/Mediator shall have the authority to mitigate or modify the award, and determine what, if any, remedy is appropriate.

The Arbitrator/Mediator shall render a decision within thirty (30) calendar days after the hearing is closed if the parties agree to waive briefs, or thirty (30) days after briefs are filed and the record in the case is closed, unless the parties agree to an extension of such time for a decision.

The decision of the Arbitrator/Mediator on any matter submitted and decided in accordance herewith shall be in writing. The decision of the Arbitrator shall be final and binding upon both parties, as allowed by Massachusetts General Laws.

If no settlement is reached during the Mediation Conference, the Mediator shall provide both parties with an immediate oral advisory opinion. The grievance may be scheduled for arbitration in accordance with the Collective Bargaining Agreement. No person serving as mediator between these parties may serve as arbitrator.

Each party shall bear the expenses of its representatives and witnesses. Compensation for the Arbitrator/Mediator and any other expenses shall be borne equally by both parties.

The parties, by mutual consent, may increase or decrease the time limits set forth in this Article.

**ARTICLE 11**  
**HEALTH AND SAFETY**

The Town and the Union shall cooperate fully in matters contained in this Agreement having to do with safety and health matters affecting the employees.

The Town shall make available rubber gloves and rubber footwear for all work on water systems, and foul weather clothing to all employees required to work outside in foul weather. This equipment shall become the responsibility of the employee. The Town will only issue new equipment when the old equipment is worn out.

The Town shall provide reimbursement of up to \$100.00 towards the replacement of an employee's eyeglasses that are damaged due to unusual work related circumstances.

**ARTICLE 12**  
**SENIORITY**

Seniority as used in the Article shall mean the original date of hire, and shall be used for the purposes of determining vacation selection, layoff, longevity, recall and rebid of shifts for Fire Alarm Operators and Telecommunicators.

Original date of hire shall include all continuous, uninterrupted service to the Town as a regular full-time employee, i.e., Net Credited Service. An adjustment to an employee's Net Credited Service shall be made for time employed as either a temporary or permanent part-time employee on a pro-rated basis. This adjustment shall be made upon petition to the Town Manager.

Regular part-time employees, with the exception of Intermittent, Substitute, Seasonal Part-Time Employee(s), Telecommunicators and Intermittent part-time Fire Alarm Operators, who shall receive a wage differential as provided in the article relating to compensation, shall be entitled to all benefits provided for in this Agreement on a pro-rated basis as defined in Article 3, Definitions, number six (6), "Intermittent, Substitute, Seasonal Part-Time Employee.

**ARTICLE 13**  
**VACANCIES**

When the Town determines that there is a vacancy in the bargaining unit, such position shall be posted in the Town Hall, on the Union's bulletin board and shall remain posted for ten (10) working days. Said posting of vacancies shall also be forwarded to the Union's Chief Steward. The posting of vacancies shall contain a statement of pay rates, duties and qualifications established for the position. Employees interested shall apply, in writing, during such ten (10) day period, and when the position is awarded; all qualified employees in the bargaining unit will be given first consideration for the vacancy. The applicant who meets the job description and qualification shall receive the position.

The Town will work to fill the vacancy as expeditiously as possible. The Town will keep the chief steward of the bargaining unit apprised of the recruitment/selection status. The Chief Steward shall be notified of the selection. Changes in any bargaining unit position (new hires, step raise, promotions and terminations) are to be sent to the chief steward via PAF's (personnel action forms) within fourteen (14) days of the change.

**ARTICLE 14**  
**REDUCTION IN FORCE**

The Town reserves and retains the right to determine the level of services, functions and staffing needs of its Departments.

The Town retains the right to lay off its employees for lack of work, reasons of economy, insufficient appropriations, and change in departmental organization.

The Town agrees that whenever it reassigns bargaining unit work outside of the bargaining unit it will meet its bargaining obligations under 150E of Mass General Laws for notice and opportunity to discuss for a period of thirty (30) days before reassignment.

Should the Town find it necessary to lay off employees, the procedures set forth in this Article will apply.

When the force adjustments are required, the following steps will be taken to the extent necessary and in the order stated:

1. Temporary employees within the affected department will be laid off first. This will be done in inverse order of seniority.
2. Regular full-time and part-time employees having less than one-year seniority will be laid off in the inverse order of seniority within the affected department.
3. All such employees will be laid off before further steps are taken with respect to longer service employees.
4. If further layoffs are necessary, then those employees in the department in which the additional layoff is necessary shall be laid off in the inverse order of seniority.
5. However, any employees identified for layoff shall be afforded the opportunity to “bump” a less senior employee in an equal or lower job title, provided that the employee can meet and perform the job functions of that job title. (See section #7, page 9 for reorienting period).
6. An employee who has earlier exercised “bump” rights and now occupies a job title shall be offered the opportunity to fill any openings in his/her former job titles in seniority order prior to hiring new Town employees.
7. Any employee whose position is slotted for elimination shall be afforded the option of either exercising their bumping rights or layoff. If bumping rights are exercised, the employee will be granted a fifteen (15) working day reorienting period to learn the new position.

The Town will give each employee who is laid off either two (2) weeks advance notice or, in lieu of such notice; two (2) weeks pay.

Employees who are laid off will receive a payment equivalent to and in lieu of any vacation to which they may be entitled at the time of layoff.

In rehiring in any job level, the Town will offer reemployment to those former employees who have been laid off in that job level in the inverse order in which said employees were laid off.

Employees on layoff shall have recall rights for a period of two (2) years after layoff.

The right of an employee to return to work upon recall shall be forfeited if not exercised within ten (10) working days of notification which shall be deemed given on the postmarked date when sent by registered or certified mail to the last known address of the employee on file in the Town’s Personnel Office.

**ARTICLE 15**  
**HOURS OF WORK**

**Permanent Full-Time:**

Permanent full-time employees in the unit who work inside Town Hall shall be scheduled to work from 8:00AM through 4:00PM with a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon and a one-half (1/2) hour meal break.

1. As an exception to the above paragraph, the hours in the **Water Department** office shall be 7:30AM through 4:00PM, with the same breaks [a forty (40) hour workweek].
2. As an exception to the above paragraph, the hours of civilian personnel in the **Police Department** are a forty (40) hour workweek as determined by the Chief of Police.
3. Where practical, the **Library** shall survey qualified unit personnel prior to the hiring of temporary personnel to cover hours (over and above their regular assignments) created by vacancies, planned vacations, long-term illness, other similar known absences of bargaining unit personnel. The above provision shall not in any way require the Town to offer any hours, which would be compensated at overtime rates.

**Fire Alarm Operators:**

**Section 1**

Except as provided in section 2 on this article, the normal work week schedule shall consist of two consecutive ten (10) hour work days followed by two (2) consecutive fourteen (14) hour work nights, all in succession. The next succeeding four (4) days are days off. Accordingly, the hours scheduled shall equal an average of forty-two (42) hours per week over an eight (8) week cycle. The regular hours of duty shall be set by the Fire Chief and shall consist of a day shift and a night shift consistent with the preceding paragraph. The Chief shall notify the Union at least fourteen (14) days in advance of any proposed changes in the starting and ending times of such shifts.

**Section 2**

**No employee shall be permitted to work more than two (2) consecutive shifts** except under unusual or extraordinary circumstances as determined by the Fire Chief.

**Section 3:**

Employees shall have the right to **exchange shifts** provided that:

- **Prior approval** is obtained from the Fire Chief or his designee **at least twenty-four (24) hours in advance of the shift in question**; and such exchange does not impose any additional costs upon the Town and does not interfere with the operations of the Fire Department; and

- Shift exchanges will be **made up within a three- (3) month period** unless otherwise approved by the Fire Chief.
- FAO's shall exchange shifts on a FAO for FAO basis.

**Part-Time Personnel:**

Part-time personnel shall receive a fifteen (15) minute **break** if scheduled to work four or more hours. Such personnel, if scheduled to work five (5) or more hours, shall receive a thirty (30) minute meal period, and, if working four (4) or more hours before or beyond that meal period, a fifteen (15) minute break.

**Exceptions:**

The parties acknowledge that the practice prevailing as to civilian personnel in the Police and Fire Departments as of May 1990 is that the **meal periods** of such personnel are so frequently interrupted that they count as hours worked. Such practice of payment shall continue only as long as the Town does not provide for an uninterrupted meal period. Overtime shall be payable only for hours worked in excess of forty (40) hours per week.

Offices shall be occupied and attended to during all breaks and during lunch in departments where there is more than one such unit member.

**Animal Control:**

**Assistant Animal Control Officer:**

The Assistant Animal Control Officer is paid for **40 hours per week and provides 80 hours of coverage**. This position may not be paid for any additional hours without the Town Managers prior approval.

**“On-call” Assistant Animal Control Officers:**

Week-day coverage (Monday-Friday) is to provide 8 hours of 2<sup>nd</sup> or 3<sup>rd</sup> shift coverage, and 8-24 hours of coverage for vacation, holiday and sick time for the Assistant Animal Control Officer and the Animal Control Officer.

**Week-day Coverage:**

Monday – Friday 2<sup>nd</sup> Shift: 4 – 12am

Responds to All Calls

Paid 4hrs / per 8hr shift

Monday – Friday 3<sup>rd</sup> shift: 12am – 8 am

Emergency Calls Only

Paid 4hrs / per 8hr shift

\* Any 1<sup>st</sup> shift coverage shift with 8am -4pm hours maintains Town Kennel and answers All Calls.

**Week-end coverage:**

Saturday & Sunday 1<sup>st</sup> shift: 8am – 4pm

Maintains Town Kennel and answers emergency calls

Paid 4hrs / per 8hr shift

Saturday & Sunday 2<sup>nd</sup> shift 4pm – 12am

- Answers all calls from 4pm-8pm

Paid 4 hours per 8 hour shift:

- Emergency calls only from 8pm-12am  
Answers Emergency Calls Only  
Paid 2hrs / per 8hr shift, plus 2hrs pay per emergency call out

Sunday & Saturday 3<sup>rd</sup> shift: 12am – 8am  
On Call for Emergency Calls Only  
Paid 2hrs / per 8hr shift, plus 2hrs pay per emergency call out

Those employees who **hold other full-time positions in a separate town agency/department** which do not have overlapping responsibilities may fill the position of “on-call” Assistant Animal Control Officer with the **approval of the Selectman** (MGL Chapter 268A Section 20).

Any “on-call” Assistant Animal Control Officer with this status **may not exceed 10 hours per week / 500 hours per calendar year**, and the hours may not be performed during their normal municipal working hours, or be a part of their regular duties as a municipal employee.

#### **Telecommunicates and Fire Alarm Operators:**

In recognition of the unique nature of the work performed by Telecommunicators at the Police Department and Fire Alarm Operators at the Fire Department, the Town agrees that in the event that the **Town Managers Office is closed prior to 12:00 noon due to inclement weather or similar extraordinary reason**, Telecommunicators and Fire Alarm Operators will receive one-half day of compensatory time off.

### **ARTICLE 16** **OVERTIME**

#### **Section 1**

Those **non-salaried employees** who are scheduled to work eight (8) hours per day or forty (40) hours per week, and those non-salaried employees who are scheduled to work seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week shall be paid overtime at the rate of one and **one-half (1½)** times their regular hourly wage for service in excess of their regular workday or workweek.

Additional hours of work beyond the **Fire Alarm Operator’s** normal average work week of **42** hours, over an eight week cycle, shall be compensated at one and one-half (1 1/2) times the employees normal rate of compensation. Vacation time and sick time shall count as hours worked for the purpose of this section.

#### **Section 2**

**Permanent part-time** and **Intermittent part-time** personnel shall receive time and one-half after thirty-seven and one-half (37½) hours of work per week, **except for Police Department/Fire Department/Water Department employees**, who will get time and one-half after (40) hours of work per week.

#### **Section 3**

All work in **excess of twelve (12)** hours for the employees of the **Water Department**, including the next regular workday, will be paid at the rate of **double time** if the work has been continuous. This overtime schedule shall also apply to those employees who have worked the twelve (12) hours in one workday in any department other than the department in which he/she normally works. If a Water Department employee works a regular eight (8) hour day for the Water Department and then begins

plowing for the Highway Department, the **employee shall receive time and one-half for the next four (4) hours**. If the employee continues to plow for the Highway Department or work for the Water Department into the next regular workday, the time spent plowing snow for the Highway Department or working for the Water Department shall be paid at **double time**.

#### **Section 4**

**Overtime** work performed on **Sunday** shall be compensated at **double time**, provided that the appropriate overtime thresholds as set forth above have been reached. **Normal** scheduled work on Sunday shall be paid at the **regular wages** set forth in this Agreement.

**Library** personnel required to work a **Sunday** shift will be paid at a rate of **time and one half**.

#### **Section 5**

In lieu of pay, a Department Head may, at the employee's request, authorize **compensatory time** off for services performed in excess of the regularly scheduled workday, provided that these services had been **approved in advance by the Department Head**. Such compensatory time off will be provided at **time and one-half** for every hour worked over thirty seven and one half hours (**37.5**) or forty (**40**) hours, **provided that**:

1. The Department Head authorized the employee to take the time requested, the authorization of which shall not be unreasonably withheld;
2. If the employee shall notify the Department Head less than two (2) weeks in advance, the time off may be authorized at the discretion of the Department Head;
3. An employee shall not take more than seven (7) consecutive working days off in this manner; and
4. Compensatory time off shall be taken within sixty (60) working days of the time earned or when time earned reaches 3 days, whichever is reached first, for full time staff.

#### **Section 6**

Department Head or designee shall make **overtime assignments** to full-time bargaining unit employees on a **rotating basis** and shall be consistent with the principle of distributing overtime as equitably as practicable among the bargaining unit employees holding the same job classifications in the department affected by the overtime assignment.

#### **Section 7**

When an employee **does not avail him/herself of the opportunity to work overtime**, it shall be recorded on the overtime chart as though s/he had worked for the purpose of computing equitable distribution of overtime.

#### **Section 8**

Employees of the **Water Department** may be required **in an emergency**, as determined by the Water Superintendent, to **perform overtime work**.

#### **Section 9**

There shall be a **rotating list of qualified** (qualifications available upon request) **employees** in the **Water Department**, based on skills and proximity to the Water Department able to arrive at an emergency site **within 30 minutes**, who shall be available, by means of a pager provided by the Town, **to respond to all emergency calls during off-duty hours** in a given weekly period (7:00 AM Monday through 7:00 AM the following Monday). The employee assigned to be **on-call** shall also perform certain work such as checking treatment plants and equipment on Saturdays and Sundays. In

consideration of the year-round availability for on-call and weekend work during all off-duty hours (on a rotating basis), the compensation for such work shall be (12 hours Saturday and 12 hours Sunday) at the appropriate rate of pay per week of on-call duty. When the **on-call** person for the Water Department is called in after **regular working hours** during the week, from 3:30 PM to 7:00 AM, that person shall receive a **minimum of 4 hours pay** at the appropriate rate of pay. When the **on-call** person is called in during the **weekend**, from 3:30 PM on Friday to 7:00 AM Monday, that person shall receive a **minimum of 1-hour pay** at the appropriate rate of pay. When the **on-call** person is called in on a **holiday**, that person shall receive **1 hour of pay** at the appropriate rate. Holiday on-call hours begin at the end of the workday before the Holiday and end at the beginning of the next day after the holiday.

#### **Section 10**

Effective July 1, 1999, employees when regularly scheduled, scheduled on-call for or called in to work on **Thanksgiving Day, Christmas Day, New Years Day or Fourth of July**, shall receive **double time and one-half for a minimum of four (4) hours**, and **every hour worked thereafter, in addition to holiday pay**.

#### **Section 11**

In the event of an **Order In**, the employee that is ordered in shall be compensated at **double time** (does not apply to on-call).

### **ARTICLE 17** **SICK LEAVE**

#### **Section 1**

Every **permanent employee** subject to this Agreement shall be allowed sick leave with pay, provided said leave is caused by sickness or injury, or exposure to contagious disease on the part of the employee, or on account of serious sickness of members of the immediate family, as defined by the Family Medical Leave Act, (FMLA). **Failure to notify** the Department Head or his/her designee of such illness within the first hour of the first work day, except in the case of extenuating circumstances, of such sick leave will result in the employee being **charged with** unauthorized leave.

#### **Section 2**

**Sick leave** is a benefit intended to protect employees from loss of income or financial harm in the event of serious illness. **Buyback of sick leave** is recognition of those employees who take steps to keep themselves fit for service over a substantial period of time.

**Sick leave** allowed under the provisions of the preceding paragraphs shall be **cumulative** at the rate of one **(1) day per month subject to pro-ration** and is **cumulative to a maximum of one hundred twenty (120) days**. Sick leave is earned monthly and is to be distributed to employees on the last paycheck of the month in which it is earned, may be used as it is earned.

After **five (5) years** of continuous employment, employees **shall be paid one (1) day for every four (4) days** accumulated unused sick leave to the **maximum of thirty (30) days** paid if employment is **terminated by resignation or retirement**.

The above sick leave thirty (30) day **maximum buy-back provision applies to** employees hired after July 1, 1985.

All CWA members hired prior to July 1, 1985 may accumulate sixty (60) buy-back sick days on a one (1) for one (1) basis. Once a total of sixty (60) days has accrued, each such employee may accrue an additional one (1) day for each four (4) days to a maximum total of ninety (90) days paid if employment is terminated by resignation, retirement or death.

**Section 3**

When absence by reason of sickness or injury is for a period of more than three (3) consecutive work days, the Department Head may require said employee to file a Certificate of Disability specifically describing the sickness or injury and the period of such sickness or injury signed by a regularly licensed and practicing physician that has examined the employee for such sickness or injury, for the employee to be entitled to compensation as herein provided.

Each Fire Alarm Operator shall earn and accrue twelve (12) hours of sick leave per month.

**Section 4**

All employees may take sick leave on an hourly basis.

**Section 5**

Any employee who has a total of more than one hundred and twenty (120) days of accrued sick leave as of June 30<sup>th</sup> of each year shall be provided, as of the first full pay period following July 1<sup>st</sup>, a sick leave pay-out at the rate of one (1) day for every three (3) days of accrual over one hundred twenty (120) days.

**Section 6**

When an employee exhausts his/her sick leave and vacation time due to circumstances outlined in section 1 of this article, other town personnel, with the approval of that employee's department head or supervisor, may donate sick leave from their own accrued balances, up to five days per donating employee. The employee on sick leave will be paid at either his/her current pay rate, or at the donating employee's pay rate, whichever is less.

**Section 7**

A permanent full-time or part-time employee shall be eligible for sick leave on a prorated basis. Prorated hours are based on the number of scheduled days worked per week and the number of scheduled hours worked per day.

**ARTICLE 18**  
**LEAVES OF ABSENCE**

**Unpaid Leave of Absence:**

An unpaid leave of absence for a limited period not to exceed six (6) months may be granted for any reasonable purpose and such leaves may be extended or rewarded for any reasonable period. The Department Head and the Town Manager shall agree upon reasonable purpose in each case. Employees on an unpaid leave of absence are classified as out of service and shall not accrue time or seniority.

**Medical Leave of Absence:**

Employees on a medical leave of absence or a sick leave continue to earn vacation during the first four (4) weeks of the leave. After four (4) weeks of continuous absence, employees on a medical leave of absence and sick leave do not earn additional vacation.

**Maternity/ Paternity Leave:**

Employees shall be eligible for **maternity leave** in accordance with the provisions of Massachusetts General Laws, Ch. 149, Section 105D, and 29 USC 2601 reflecting Public Law 103-3 of the 103<sup>rd</sup> Congress.

An employee, in her discretion, may notify her Department Head and Human Resources that she is pregnant **at any point in her pregnancy; provided, however** that such employee shall immediately notify her Department Head and Human Resources that she is pregnant if at least one of the following conditions exist:

1. The employee has been given **physical restrictions or limitations** by her physician, which prohibits her from performing all aspects of her current assignment/duties.
2. The employee **requests any modification, exemption, or leave** from her assigned duties; or,
3. The employee **reaches her third trimester** of her pregnancy.

The notification that the employee is pregnant **shall be in writing**, and shall include her **anticipated due date, and anticipated date for returning to work**, any other information that the employee or obstetrician believes would be of assistance to the Department.

**Medical Documentation of Restrictions/Limitations:**

**Written notification must be provided to Human Resources** from the attending physician or obstetrician, **which shall set forth any restriction(s) or limitations**, which prohibit her from performing all aspects of her current assignments/duties.

**Paternity:**

An employee that is the **secondary caregiver** may **use up to ten (10) consecutive work days** of his/her accrued sick leave **immediately following the birth or adoption of a child** as paternity leave.

**ARTICLE 19**

**THE FAMILY AND MEDICAL LEAVE ACT, MASSACHUSETTS MATERNITY LEAVE ACT and the SMALL NECESSITIES ACT POLICY**

The Family and Medical Leave Act (FMLA) of 1993, signed into law on February 5, 1993, provides workers the right to take unpaid job-protected leave for meeting family health needs and for the worker's own illness (See Town's FMLA Policy).

Massachusetts Maternity Leave Act (MMLA): If you are not eligible for leave under the FMLA, you may be entitled to maternity leave under the Massachusetts Maternity Leave Act (MMLA). The MMLA provides eight weeks of job-protected leave to full-time female employees who have completed their initial probationary period and it requires employers to restore a female employee who takes no more than eight weeks of leave for the purposes of giving birth or adoption to her previous or similar position with the same status, pay, length of service credit, and seniority. M.G.L. c. 149, §105D (See Town's MMLA Policy).

Small Necessities Leave Act (SNLA): In May of 1998, Massachusetts lawmakers enacted the Small Necessities Leave Act (SNLA) to provide certain eligible employees with a total of 24 hours of unpaid leave during any 12-month period. These 24 hours of unpaid leave would be in addition to the 12 weeks already allowed under the Family Medical Leave Act. MGL c. 149, s.52D/ 940 CMR 20 (See Town's SNLA Policy).

**ARTICLE 20**  
**WORKMEN'S COMPENSATION**

A Town employee who **sustains injury or illness arising out of his/her employment** with the Town shall be placed on occupational sick leave and compensated in accordance with Massachusetts General Laws Chapter 152. Permanent employees **shall not accrue sick leave or vacation leave while on such occupational sick leave under Chapter 152.**

For the life of this contract employees in the classification of **Foreman (Water), Licensed Well Specialist (Water) and Utility Specialist (Water)** who **sustains injury or illness arising out of his/her employment** with the Town shall be placed on occupational sick leave and compensated in accordance with Massachusetts General Laws Chapter 152.

**Permanent Town employees shall not accrue sick leave or vacation leave while on such occupational sick leave under Chapter 152.**

The Town shall make **supplemental payments** in the amount of the **difference between the employee's regular pay, exclusive of overtime, and those benefits payable by Workmen's Compensation Insurance or other insurance plans** paid for in whole or part by the Town for a period **not exceed 26 weeks** for the date of the start of the incapacity.

Permanent Town employees who are not able to schedule physical therapy and/or follow-up appointments after normal working hours may do so during normal working hours without loss of compensation.

**ARTICLE 21**  
**VACATION**

It is the policy of the Town of Westford to provide **permanent employees** with paid vacation in recognition of their service with the Town.

It is the policy of the Town that when a **full-time Telecommunicator takes five (5) continuous days of vacation**, s/he shall **not** be scheduled to work or ordered in to work on the weekend following said vacation days, but all Telecommunicators shall be **subject** to order on orders of a supervisor in emergency situations.

**Exception** to above is **Fire Alarm Operators**. Due to the nature of their work schedule, they **shall return to work** on a weekend following vacation days if it is their regular working shift, and shall be **subject to duty order-ins** by supervisor during emergency situations.

**Eligibility:**

All **permanent full-time and part-time employees** earn **paid vacation** time based on their **Net Credited Service**. Vacation time is to be distributed to employees on the last paycheck of the month in which it was earned. **Temporary employees do not earn vacation, but may be granted a leave without pay at the discretion of their Department Head.**

**Temporary employees who become permanent employees** with continuous and uninterrupted service will use their **original date of hire for vacation purposes.**

All permanent full-time and part-time employees earn paid vacation time on a pro-rated basis based on their length of service and their regularly scheduled hours of work per week.

**Vacation Schedule:**

Completed months of Service	Max Vacation Days/Year	Maximum vac. days can be carried over
0 – 59	10	20
60–119 (5 years)	15	20
120-239 (10 years)	20	20
240 & Up (20 years +)	25	25

At completion of fifty-nine (59) months of service [five (5) years], employees immediately receive an extra five (5) days vacation and begin earning vacation at the new rate per month (1.25 days).

At completion one hundred nineteen (119) months of service [ten (10) years], employees immediately receive an extra five (5) days vacation and begin earning vacation at the new rate per month (1.68 days).

**Fire Alarm Operators:**

**Section 1**

Employees shall be granted annual vacations without loss of pay on a seniority basis within the department as follows:

6 Months Service	48 hour	1 Year Service	96 hours
5 Years Service	144 hours		
10 Years Service	192 hours	20 Years Service	240 hours

**Section 2**

Vacation shall be granted by the Fire Chief at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department. Thus, vacations can be taken at any time within the calendar year.

**Section 3**

Single days of vacation may be taken with the approval of the Chief.

**Section 4**

An employee if he so chooses may split his vacation, and will not be required to take successive weeks of vacation.

**Section 5**

Employees unable to commence their scheduled vacations due to sickness or injury will be allowed to reschedule their vacations, but not interfere with the established schedule. Advance payment for vacations shall be in accordance with MGL Chapter 44, Section 65.

**Section 6**

Up to **240 hours of vacation time** may be carried over to the following fiscal year but must be used within that fiscal year. The only exception to exceeding this amount is an instance where the employee receives the **Fire Chief's approval**.

**Section 7**

**Vacation time** off may be taken in **increments of complete tours** except where any employee is **prevented** by scheduling needs of the Department.

**Section 8**

In the event of **termination** of employment', employees **shall not be required** to take accrued vacation time in advance of their effective termination date.

**Vacation Pay Administration:**

**Permanent employees** may take **earned vacation** at any time during the year by **scheduling it** with the advance approval of their **Department Head**.

**Employees may not take vacation in advance of earning it.**

With the **exception of the Library** whose employees shall give **at least four (4) weeks' notice of desired vacation** to their Department Head, at the discretion of the other Department Head (s), employees **shall give at least two (2) weeks' notice** of desired vacation to their Department Head.

**Vacation time** off may be taken in **hourly increments**.

**Department Heads shall identify all vacation pay on the payroll in which the vacation is taken.**

**Permanent Part-Time Employees:**

A Permanent Part-Time employee shall be eligible for **vacation leave on a prorated basis**. Prorated hours are based on the number of scheduled days worked per week and the number of scheduled hours worked per day.

**Employment Termination:**

If an employee terminates his/her employment through no fault or delinquency on his/her part or by resignation, retirement or death, without having been granted the vacation to which s/he is entitled, the employee **receives earned vacation provided s/he has completed three (3) months of service since the date of hire**.

The employee is entitled to **time off with pay or may be paid for the vacation** in accordance with the pay rate of the classification of when his/her employment was terminated.

**ARTICLE 22**  
**HOLIDAYS**

**Section 1**

**Any employee** who is scheduled to work at least **37.5 hours** per week shall receive **Holiday pay** for the **number of hours regularly scheduled** for all designated **Holidays listed below**. I.e. A **part-time employee** who normally works Tuesday, Wednesday and Thursday **would not** receive pay for Monday Holidays. When these employees are **scheduled to work** or are called to work on a designated holiday, they shall receive **time and one-half** for the hours worked in addition to the holiday pay.

**A part-time employee** must be **scheduled to work** the day on which a Holiday falls to receive Holiday pay for the number of hours regularly scheduled. I.e. An employee who normally works Tuesday, Wednesday and Thursday **would not** receive pay for Monday Holidays.

New Year's Day  
Martin Luther King Day  
Presidents' Day  
Patriots' Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
The day after Thanksgiving  
Christmas Day

## **Section 2**

When an **authorized holiday** falls on a Saturday, the employee **will receive** the preceding Friday off. When an authorized holiday falls on a Sunday, the employee will receive the following Monday off.

## **Section 3**

**Full-time Town employees** in the job title of **Telecommunicator and Fire Alarm Operators** shall receive one (1) **Family Holiday per year** to be credited to the employee on **July 1<sup>st</sup>** of a given year.

- Family Holiday for **Tele-Communicators** equals eight (8) hours pay
- Family Holiday for **Fire Alarm Operators** equals ten (10) hours pay

Such **family holiday** shall be **scheduled with the Police and Fire Chiefs** consistent with the scheduling needs of the Town and **must be taken** during the ensuing twelve (12) month period.

All employees covered by this agreement shall receive **holiday compensation** in the amount of **one fifth (1/5)** of their average basic weekly wages, i.e. 42 hours, times the base hourly wage in effect at the time, **regardless** of whether or not the holiday is worked, in the **payroll period** in which the holiday falls. The dates shall be determined by the Secretary of State, Commonwealth of Massachusetts.

## **ARTICLE 23** **PERSONAL DAYS**

Employees covered by this Agreement shall receive **two (2) personal days** with pay during **each fiscal year**. An employee who wishes to take a personal day shall request approval by the head of the department forty-eight (48) hours prior to taking such, which approval shall not be unreasonably withheld. (See Article 17 regarding conversion of unused sick leave.)

**ARTICLE 24**  
**CLOTHING ALLOWANCE**

**Section 1**

The following Job Classifications shall receive a **clothing allowance per year** for the following amounts:

Water Department (per FY)	\$742
By-Law Enforcement Officer (per FY)	\$270
Assistant Dog Officer (per FY)	\$270
Building Maintenance Person (per FY)	\$270 part-time / \$540 full-time
Telecommunicators (Full-time/per FY)	\$630
Telecommunicators (Part-time/per FY)	\$315
Fire Alarm Operators (Full-time/per FY)	\$630
Fire Alarm Operators (Part-time/per FY)	\$315
Traffic Supervisor (per FY)	\$135

In addition the Town shall reasonably replace Traffic Supervisors' jackets at its own expense.

**Section 2**

The Department Head shall **specify, in writing**, the approved job descriptions for which employees are **required to wear safety shoes**.

**Section 3**

It is understood that **all articles purchased** with the **clothing allowance** are **related to the job** and approved by Department Heads.

**Section 4**

All **Library employees** regularly scheduled to work **fifteen (15) or more hours per week** at any circulation desk, including the bookmobile, shall receive an **annual shoe allowance of \$90.00**.

**ARTICLE 25**  
**INSURANCE**

The Town will continue to pay for the **health insurance** programs approved by the Town at the rate of **sixty-five (65%) percent** of the premium for an **HMO** and **sixty (60%)** of the premium for a **PPO**. This amount may not go below fifty (50%) of the premium as provided in Chapter 32B, Section 7 of the Massachusetts General Laws. To be opened up for negotiation.

The Board of Selectmen shall sponsor and support the acceptance of Massachusetts General Laws, Section 11A, as **may be revised** from time to time, under which employees shall be **permitted to purchase** additional group life insurance at their own expense.

**ARTICLE 26**  
**JURY DUTY**

Any employee within the bargaining unit required to serve on **jury duty** or who is **subpoenaed** to appear in court shall be given leave for the actual court time, provided that the employee **notifies** the Department Head promptly of such jury or subpoena notification. The Town will **pay the difference in rates**, provided the rate for such court time is **less** than the employee's rate.

**ARTICLE 27**  
**BEREAVEMENT LEAVE**

Any regular employee of the Town shall be granted a leave of up to **three (3) consecutive workdays**, without loss of pay to attend the funeral or religious service in the event of a death in his/her **immediate family**.

**Immediate family** is defined as parents, spouse, child, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandparent, or a member of the employee's household.

Bereavement pay will be paid only if the employee is scheduled to work on days lost. The Department Head will **consider exceptions** on an individual basis.

**ARTICLE 28**  
**MILITARY LEAVE**

**Military leave, not to exceed two (2) weeks**, shall be granted to regular employees when required to serve a period on **active reserve or National Guard duty**. During this period, the employee **shall be paid the difference**, if any, between his/her regular wages and military compensation.

A **military leave of absence without pay** shall be granted to any employee called to active duty with the State or Federal Armed Forces for the purpose other than the routine annual tour of duty for training purposes, and **seniority rights shall not be affected** while this leave of absence is in effect.

**ARTICLE 29**  
**COMPENSATION**

1. **Salaries and wages** for employees covered by this Agreement shall be as set forth in **Appendix "A"** of this Agreement.
2. On July 1<sup>st</sup> of each subsequent year of this contract the employee **will move** to the wage scale negotiated for that year.
3. The employee shall move to the **next step** in the next year of the contract on July 1<sup>st</sup>, not on their anniversary date. Employees hired before March 24, 2009 who have reached the 6<sup>th</sup> step on the contract wage scale have reached the maximum step and therefore cannot move to another step, and employees hired after March 24, 2009 who have reached the 10<sup>th</sup> step on the contract wage scale have reached the maximum step and therefore cannot move to another step

**ARTICLE 30**  
**DIFFERENTIAL**

**Library personnel** who are required to work after **6:00PM** within the library will be paid a differential or ten percent (**10%**) above the regular wage for employees working that shift.

Those **library personnel temporarily** assigned to drive the **Library's Bookmobile** will receive a **one-dollar (\$1.00) per hour differential** while on such assignment.

Those **library personnel below the Senior Librarian** level temporarily assigned to the position of **Building Supervisor** will receive a **one-dollar (\$1.00) per hour differential** while on such assignment.

The **hourly shift differential** for the position of **Telecommunicator and Fire Alarm Operators** shall be **one dollar (\$1.00)** for **second shift** (3:00PM to 11:00PM), and **one dollar (\$1.00)** for **third shift** (11:00PM to 7:00AM).

The **Town Hall Maintenance Worker** will receive **one dollar (\$1.00)** per hour for regularly scheduled hours **after 6 PM**.

In recognition of the intermittent scheduling of **part-time Telecommunicators and Fire Alarm Operators**, the Town agrees to pay such part-time Telecommunicators and Fire Alarm Operators at a rate of **ten percent (10%) above** the regular Telecommunicators' and Fire Alarm Operators wage in lieu of such part-time Telecommunicators and Fire Alarm Operators receiving any of the fringe benefits otherwise provided for in this Agreement.

**ARTICLE 31**  
**LONGEVITY**

In recognition of **Net Credited Service**, an employee whose **anniversary date** falls within the current fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) shall be granted an annual payment based on the following schedule:

Upon completion of 5 years of service	\$ 500.00
Upon completion of 10 years of service	\$ 750.00
Upon completion of 15 years of service	\$1,000.00
Upon completion of 20 years of service	\$1,500.00
Upon completion of 25 years of service	\$2,000.00
Upon completion of 30 years of service	\$2,500.00

Such **annual payment** shall be processed **via a separate warrant** and will be issued as a **separate check no later than October 1<sup>st</sup> of each fiscal year**. Such payment will be considered as regular wages for purposes of withholdings, exclusive of union dues.

If an employee leaves the employment of the town prior to having reached his or her anniversary date, the Town reserves the **right of recoupment**. The recoupment will be made on a **pro-rated basis** using the ratio between the total number of days between the employee's last date of employment to the employee's anniversary date divided by the total number of days between July 1<sup>st</sup>

and the employee's anniversary date. The pro-rated recoupment amount will be deducted from the employee's **last paycheck**.

**ARTICLE 32**  
**CALL BACK**

An **employee** who has completed his/her normal workday and has left the workplace, and who is thereafter **called back** to his/her job by supervisors **prior to the next scheduled workday**, shall receive a **minimum of four hours pay** at the appropriate rate of pay for such authorized call back. **When the on-call person for the Water Department is called in** after regular working hours during the **week**, from 3:30 PM to 7:00 AM, that person shall receive a **minimum of four (4) hours pay** at the appropriate rate of pay. When the on-call person is called during the **weekend**, from 3:30 PM on Friday to 7:00 AM on Monday, that person shall receive a minimum of **one (1) hour of pay** at the appropriate rate of pay. When the on-call person is called in on a **Holiday**, that person shall **receive one (1) hour of pay** at the appropriate rate. **Holiday** on-call hours begin at the end of the workday before the Holiday and end at the beginning of the next workday after the Holiday.

**ARTICLE 33**  
**WORK IN HIGHER CLASSIFICATION**

If an employee, due to another employee's illness, vacation, jury duty or a leave, is **specifically assigned** by his/her supervisor or Department Head with the **approval of the Town Manager** to a position at a higher pay grade, that employee shall receive one dollar (\$1.00) per hour for the **first five days**, and **thereafter** shall receive the lowest pay rate in the higher job classification that is greater than one dollar (\$1.00) (in the case of exempt, at the minimum "Pay Band" rate or 5% above current base pay rate, or what ever is the lesser).

**ARTICLE 34**  
**DISTRIBUTION OF CONTRACT**

The **cost** of printing this Agreement shall be borne by the Employer.

Each employee shall be given a copy of this agreement within **thirty (30) days** of ratification of the new contract; new employees shall be given a copy of this agreement upon orientation with the Human Resource Department.

**ARTICLE 35**  
**FUNDING**

The **Board of Selectmen** shall sponsor and support the appropriation of necessary funds. All cost items contained in this Agreement are subject to the annual appropriations process. If sufficient funds have not been appropriated to implement the cost items contained in this Agreement, the cost items will be subject to further bargaining between the parties.

**ARTICLE 36**  
**PROFESSIONAL DEVELOPMENT**

**Section 1**

The Town agrees to support the concept of **professional development** under which employees will be **reimbursed** for the cost of tuition and books for courses, seminars and educational conferences through departmental budgets and **subject to the following conditions:**

1. The course must be **recommended** by the Department Head and **approved** in writing by the Town Manager, reasonably in advance of enrollment, as being reasonably related to the development of relevant job knowledge and skills.
2. **Funds** have been specifically appropriated for the particular purpose, or funds are generally available at the time the request for reimbursement, as determined by the Department Head and the Town Manager.
3. **Reimbursement** will be paid upon proof of successful course completion (**grade of B- or higher**).

**Section 2**

In addition to the professional development courses reimbursed through departmental budgets, a professional development pool of thirty (30) semester hours shall be established each fiscal year **if** funds are available for employees. This pool will be used to cover college credits for employees who have significantly contributed to the performance of their department or the Town.

The **education reimbursement** will be at the per credit **course rate** for the University of Massachusetts at Lowell undergraduate level. If employees register at schools other than the University of Massachusetts at Lowell, they will be reimbursed at the **lesser** of the Lowell undergraduate rate or actual rate per semester hour.

Course **requests** should be made to the Town Manager **prior to registration** and should **include** the following information:

1. Course Title, number of hours, and location;
2. Amount to be reimbursed; and
3. A statement from the Department Head that the courses are in line with the Department needs and/or the employee's expected career path within the Town of Westford.

When approved by the Town Manager in advance of registration, the reimbursement will be paid to the employee upon **proof of satisfactory course completion** (grade of B- or higher).

The decision of the Town Manager to approve or disapprove employees for reimbursement is **not** subject to the grievance procedure.

**Section 3:**

Any disputes arising under this Article shall **not** be subject to the Arbitration/Mediation procedure.

**ARTICLE 37**  
**MISCELLANEOUS & STIPENDS**

In the event any **Federal or State law conflicts** with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

**Library Personnel:**

Those library personnel **below the Senior Librarian level** who have earned a **Master of Library Science (MLS) Degree** shall receive an **annual stipend** of five hundred dollars (**\$500.00**).

Such annual payment shall be processed via a **separate warrant** and will be issued as a **separate check no later than September 1<sup>st</sup>** of each fiscal year. Such payment will be considered as **regular wages** for purposes of withholdings, **exclusive of union dues**.

**Police Personnel:**

**Police Department** employees who pass the policies and procedures **rules and regulations exam** each year shall receive an **annual stipend** of six hundred dollars (**\$600.00**)

Such annual payment shall be processed via a **separate warrant** and will be issued as a **separate check no later than September 1<sup>st</sup>** of each fiscal year. Such payment will be considered as **regular wages** for purposes of withholdings, **exclusive of union dues**.

**Water Department Licenses:**

**Water Department** employees who, with the **prior approval** of the Town, hold and maintain the following licenses, shall receive an **annual stipend**, each year, as follows:

Backflow Testing	\$150	Backflow Surveying	\$150
T1 (In training or full)	\$150	D1 (In training or full)	\$150
T2	\$300	D2	\$300
T3	\$450	D3	\$450
T4	\$600	D4	\$600
CDL Class 2	\$150	CDL Class 1	\$300
Hoisting Engineer	\$150		
MA Plumbing License	\$150		

Such annual payment shall be processed via a **separate warrant** and will be **issued as a separate check no later than September 1<sup>st</sup>** of each fiscal year. Such payment will be considered as **regular wages** for purposes of withholdings, **exclusive of union dues**.

**Telecommunicators and Fire Alarm Operators:**

**Full-time Telecommunicators and Fire Alarm Operators** shall receive an hourly **differential** of forty cents (**\$0.40**) in recognition of having the following up-to-date **professional certification**:

1. Basic Emergency Telecommunications
2. CPR Certification
3. E-911 Operator Certification

**Summer Weather Conditions:**

- A. On days when the temperature outside rises **over 95 degrees**, employees may be granted administrative leave, without loss of pay (except in emergencies). In lieu of administrative leave, employees may be required to attend training seminars on days that the outside temperature rises over 95 degrees, provided such training is conducted in an air conditioned environment.
- B. In cases where temperature outside is **between 92 degrees and 95 degrees**, inclusive, the Water Department Superintendent will provide employees with lighter duty and less heat sensitive work, except in the case of an emergency.
- C. The use of Highway or Public Works Department **weather equipment** or the use of Weather Bug or other computer based weather program- as agreed to by the parties- may be used to determine local weather conditions.
- D. All temperatures referred to in this agreement are as found on the **farenheit scale**.

**Winter Weather Conditions:**

- A. On days when the wind chill factor is **0 degrees or below** the Town agrees to limit the amount of time employees are required to work outside to **no more than thirty (30)** consecutive minutes followed by a break of **no less than ten (10)** minutes.

**Sunday work at the Library:**

No employee will be required to work on Sunday, or any other day of the year due to religious affiliation if the assignment creates a conflict based upon the employee's religious affiliation, provided they notify their supervisor no less than thirty (30) days prior to the date which causes a conflict.

**Pay Date Change:**

The Town retains the right to change the day of the week payroll is dispersed.

**Drug and Alcohol Policy:**

The Drug and Alcohol Policy governing employees covered by this Agreement shall be as agreed in Appendix "B".

**ARTICLE 38**  
**PAYROLL DEDUCTION OF UNION DUES AND REPORTS**

The Town agrees to deduct from the wages of each employee who so authorizes such a deduction the amount of Union dues certified to the Town by the Secretary-Treasurer of the Union. Unless otherwise agreed to by the parties, dues will be deducted on a weekly basis for forty-eight (48) weeks per year.

Deductions shall be remitted by the Town to the Secretary-Treasurer of the Union by the fifteenth (15<sup>th</sup>) of the month following such deduction, and the Town shall furnish the Union with a record of each deduction showing:

- 1. each employee's full name;
- 2. each employee's social security number;
- 3. each employee's hourly rate;
- 4. each employee's hours actually worked; and
- 5. each employee's dollar amount deducted.

The Union dues deductions formula for full-time and part-time employees shall apply. The formula is as follows:

**Hourly rate X the number of scheduled hours per week X 1.25% (.0125) = dues per week deducted over 48 weeks year (4-pays per month).**

The Town's obligation is to make such deduction, if the amount of the wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or laid off for lack of work.

**The deduction is to be made on the employees base salary only.**

The Union shall hold the Town harmless and indemnify the Town from any liability or costs incurred in implementing this provision, at the request of the Union, against employees who, it would appear, are not complying with their obligations.

**ARTICLE 39**  
**UNION SECURITY**

Employees who choose not to become, or not to remain members of the Union within three (3) months of the effective date of this Agreement, or three (3) months after the date of beginning employment, shall be required to **pay an agency fee** equivalent to the percentage paid by union members, in accordance with the provisions, limitations, and procedures under Massachusetts General Laws, Chapter 150E, Section 12, and pertinent regulations.

**ARTICLE 40**  
**UNION ACTIVITIES**

The Town will permit the Union to obtain and install, at a mutually agreed location, a bulletin board for posting notices relating to union business.

Employees elected to a Bargaining Unit Representative will be **granted the necessary time off to carry out the needs of the Union**, subject to the needs of the Town department to which they are assigned, as determined by the Department Head. Such time off shall not be unreasonably withheld and shall be without pay but shall be considered as time worked for the purpose of determining step rates, if any, and other benefits. It will not be the employee's responsibility to backfill for his/her job while on Union business, as defined below:

Employees who are involved in **joint Union – Town business** (i.e., grievance meetings, formal bargaining, disciplinary meetings, formal meetings requested by the Town or the Union) will have their time off-job **paid** by the Town. This time will be **counted** as hours worked. A **“sign-off” sheet** stating the participants and hours spent on joint Union-Town business and unpaid Union business will be **signed by the Town Manager**, or designee, and Union Steward. The sign-off sheet is to be **submitted** to the respective Department Head to be **attached to the time cards** of those employees requesting payment for Union-Town business.

Operational requirements of the Town permitting, employees who are authorized representatives of the Union will be excused, **without pay**, except as specified in the above paragraph, at the request of an authorized representative of the Union to attend to the business of the Union. **The Union shall**

make all requests in writing and shall be submitted to the Town Manager and Department Head for excused absences as far in advance as possible.

In all of the above, reasonable prior requests for such leave shall be given to the Department Head and in any case, shall not seriously disrupt the operation of the department from which the employee has requested the time off.

**ARTICLE 40 A**  
**JOB DESCRIPTIONS**

Job descriptions are to be developed/changed for all positions covered in this contract by the Department Head with the respective employee and submitted to Human Resources electronically and in hard copy to be signed off on by the Town Manager and Union Steward. The copy with original signatures is to be placed on file with Human Resources.

**ARTICLE 41**  
**DURATION**

This Agreement shall take effect upon the Town Meeting's approval of the cost items contained herein. The Agreement will expire on June 30, 2011.

To which we set our hands, this 24th day of March, A.D., 2009.

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
TOWN OF WESTFORD

[Signature] President, CWA 1051  
[Signature] Chief Steward  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1051

Ratified by Board of Selectmen March 24, 2009  
CWA voted to approve March 11, 2009

**Appendix A - Compensation Scale**

Section 1: Wage Schedules for employees hired before March 24, 2009

Section 2: Wage Schedules for employees hired after March 24, 2009

**Appendix B – Town of Westford Drug & Alcohol Policy:** See town Policy

**Appendix C – Position Reclassifications**

## Appendix A – Compensation Scale

Section 1: Wage Schedules for employees hired before March 24, 2009

## FY09 Compensation Schedule

Salary Increase  
2.75%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Department Assistant	14.69	15.54	16.40	17.22	18.06	18.88
Senior Assistant	16.46	17.50	18.55	19.57	20.61	21.66
Administrative Assistant	18.17	19.15	20.12	21.09	22.09	23.06
Records Supervisor / Administrative Analyst	19.93	21.01	22.13	23.24	24.35	25.46
Library Technician	13.93	14.82	15.68	16.52	17.39	18.26
Library Associate	16.56	17.26	17.94	18.61	19.30	20.00
Staff Librarian	20.35	21.66	22.95	24.29	25.58	26.88
Maintenance II	16.33	17.13	17.92	18.72	19.53	20.33
Maintenance I	17.43	18.30	19.17	20.02	20.88	21.75
Senior Telecommunicator 15% above						
Telecommunicator	18.02	19.21	20.42	21.64	22.83	24.04
Telecommunicator	15.68	16.71	17.74	18.79	19.82	20.86
Senior Fire Alarm 15% above FAO						
Fire Alarm Operator	18.02	19.21	20.42	21.64	22.83	24.04
Fire Alarm Operator	15.68	16.71	17.74	18.79	19.82	20.86
Foreman	23.38	24.19	25.06	25.93	26.82	27.62
Licensed Well Specialist	17.68	19.21	20.73	22.26	23.77	25.29
Utility Specialist	16.88	18.04	19.17	20.33	21.45	22.59
Traffic Supervisor	13.83	14.17	17.36	17.88	18.43	19.35

Assistant Animal Control Operator	16.23	16.58	20.52	21.16	21.77	22.86
Project Inspector/ GIS Technician	22.73	24.09	25.54	27.07	28.70	30.42

**FY10 Compensation Schedule**

Salary Increase  
2.50%

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Department Assistant	15.06	15.93	16.81	17.65	18.51	19.35
Senior Assistant	16.87	17.94	19.01	20.06	21.13	22.20
Administrative Assistant	18.62	19.63	20.62	21.62	22.64	23.64
Records Supervisor / Administrative Analyst	20.43	21.54	22.68	23.82	24.96	26.10
Library Technician	14.28	15.19	16.07	16.93	17.82	18.72
Library Associate	16.97	17.69	18.39	19.08	19.78	20.50
Staff Librarian	20.86	22.20	23.52	24.90	26.22	27.55
Maintenance II	16.74	17.56	18.37	19.19	20.02	20.84
Maintenance I	17.87	18.76	19.65	20.52	21.40	22.29
Senior Telecommunicator 15% above						
Telecommunicator	18.47	19.69	20.93	22.18	23.40	24.64
Telecommunicator	16.07	17.13	18.18	19.26	20.32	21.38
Senior Fire Alarm 15% above FAO						
Fire Alarm Operator	18.47	19.69	20.93	22.18	23.40	24.64
Fire Alarm Operator	16.07	17.13	18.18	19.26	20.32	21.38
Foreman	23.96	24.79	25.69	26.58	27.49	28.31
Licensed Well Specialist	18.12	19.69	21.25	22.82	24.36	25.92
Utility Specialist	17.30	18.49	19.65	20.84	21.99	23.15

<b>Traffic Supervisor</b>	14.18	14.52	17.79	18.33	18.89	19.83
<b>Assistant Animal Control Operator</b>	16.64	16.99	21.03	21.69	22.31	23.43
<b>Project Inspector/ GIS Technician</b>	23.36	24.75	26.24	27.81	29.49	31.26

**FY11 Compensation Schedule**

The Union may request 60 days before July 1, 2010 to re-open good faith negotiations for the limited purpose of requesting the Town consider and negotiate possible base wage increases for FY 11. Failure of the parties to reach an agreement on FY 11 base wages will not result in a grievance, arbitration or unfair labor practice charge or invalidate any other agreed upon language included in this Memorandum of Agreement/Collective Bargaining Agreement.”

Section 2: Wage Schedules for employees hired after March 24, 2009

## FY09 Compensation Schedule

Salary Increase  
2.75%

3% In between Steps

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Department Assistant	14.48	14.91	15.36	15.82	16.29	16.78	17.28	17.80	18.33	18.88
Senior Assistant	16.61	17.11	17.62	18.15	18.69	19.25	19.83	20.42	21.03	21.66
Administrative Assistant	17.68	18.21	18.76	19.32	19.90	20.50	21.11	21.74	22.39	23.06
Records Supervisor / Administrative Analyst	19.51	20.10	20.70	21.32	21.96	22.62	23.30	24.00	24.72	25.46
Library Technician	13.99	14.41	14.84	15.29	15.75	16.22	16.71	17.21	17.73	18.26
Library Associate	15.33	15.79	16.26	16.75	17.25	17.77	18.30	18.85	19.42	20.00
Staff Librarian	20.58	21.20	21.84	22.50	23.18	23.88	24.60	25.34	26.10	26.88
Maintenance II	15.58	16.05	16.53	17.03	17.54	18.07	18.61	19.17	19.74	20.33
Maintenance I	16.67	17.17	17.68	18.21	18.76	19.32	19.90	20.50	21.12	21.75
Senior Telecommunicator 15% above	18.43	18.98	19.55	20.14	20.74	21.36	22.00	22.66	23.34	24.04
Telecommunicator	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66	20.25	20.86
Senior Fire Alarm 15% above FAO	18.43	18.98	19.55	20.14	20.74	21.36	22.00	22.66	23.34	24.04
Fire Alarm Operator	15.99	16.47	16.96	17.47	17.99	18.53	19.09	19.66	20.25	20.86
Foreman	21.18	21.82	22.47	23.14	23.83	24.54	25.28	26.04	26.82	27.62
Licensed Well Specialist	19.38	19.96	20.56	21.18	21.82	22.47	23.14	23.83	24.55	25.29
Utility Specialist	17.31	17.83	18.37	18.92	19.49	20.07	20.67	21.29	21.93	22.59
Traffic Supervisor	14.83	15.27	15.73	16.20	16.69	17.19	17.71	18.24	18.79	19.35
Assistant Animal Control Operator	17.51	18.04	18.58	19.14	19.71	20.30	20.91	21.54	22.19	22.86

Project Inspector/ GIS Technician 23.31 24.01 24.73 25.47 26.23 27.02 27.83 28.67 29.53 30.42

**FY10 Compensation Schedule**

Salary Increase  
2.50%

**STEP 1 STEP 2 STEP 3 STEP 4 STEP 5 STEP 6 STEP 7 STEP 8 STEP 9 STEP 10**

Department Assistant

Senior Assistant

Administrative Assistant

Records Supervisor / Administrative Analyst

Library Technician

Library Associate

Staff Librarian

Maintenance II

Maintenance I

Senior Telecommunicator 15% above

Telecommunicator

Telecommunicator

Senior Fire Alarm 15% above FAO

Fire Alarm Operator

Foreman

Licensed Well Specialist

Utility Specialist

Traffic Supervisor

Assistant Animal Control Operator

14.84	15.28	15.74	16.22	16.70	17.20	17.71	18.25	18.79	19.35
17.03	17.54	18.06	18.60	19.16	19.73	20.33	20.93	21.56	22.20
18.12	18.67	19.23	19.80	20.40	21.01	21.64	22.28	22.95	23.64
20.00	20.60	21.22	21.85	22.51	23.19	23.88	24.60	25.34	26.10
14.34	14.77	15.21	15.67	16.14	16.63	17.13	17.64	18.17	18.72
15.71	16.18	16.67	17.17	17.68	18.21	18.76	19.32	19.91	20.50
21.09	21.73	22.39	23.06	23.76	24.48	25.22	25.97	26.75	27.55
15.97	16.45	16.94	17.46	17.98	18.52	19.08	19.65	20.23	20.84
17.09	17.60	18.12	18.67	19.23	19.80	20.40	21.01	21.65	22.29
18.89	19.45	20.04	20.64	21.26	21.89	22.55	23.23	23.92	24.64
16.39	16.88	17.38	17.91	18.44	18.99	19.57	20.15	20.76	21.38
18.89	19.45	20.04	20.64	21.26	21.89	22.55	23.23	23.92	24.64
16.39	16.88	17.38	17.91	18.44	18.99	19.57	20.15	20.76	21.38
21.71	22.37	23.03	23.72	24.43	25.15	25.91	26.69	27.49	28.31
19.86	20.46	21.07	21.71	22.37	23.03	23.72	24.43	25.16	25.92
17.74	18.28	18.83	19.39	19.98	20.57	21.19	21.82	22.48	23.15
15.20	15.65	16.12	16.61	17.11	17.62	18.15	18.70	19.26	19.83
17.95	18.49	19.04	19.62	20.20	20.81	21.43	22.08	22.74	23.43

**Project Inspector/ GIS Technician**

23.89 24.61 25.35 26.11 26.89 27.70 28.53 29.39 30.27 31.18

**FY11 Compensation Schedule**

The Union may request 60 days before July 1, 2010 to re-open good faith negotiations for the limited purpose of requesting the Town consider and negotiate possible base wage increases for FY 11. Failure of the parties to reach an agreement on FY 11 base wages will not result in a grievance, arbitration or unfair labor practice charge or invalidate any other agreed upon language included in this Memorandum of Agreement/Collective Bargaining Agreement.”

**Appendix C – Position Reclassifications**

1. Planning Department: Administrative Assistant upgraded to Records Supervisor effective upon ratification of FY09 contract.
2. Department of Park, Recreation & Cemetery: Administrative Assistant upgraded to Records Supervisor effective upon ratification of FY09 contract.

**SIDE LETTER OF AGREEMENT BY AND BETWEEN THE TOWN OF WESTFORD AND POLICE TELECOMMUNICATORS, REPRESENTED BY COMMUNICATIONS WORKERS OF AMERICA LOCAL 1051.**

The Town of Westford and Communications Workers of America, Local 1051, on behalf of the employees in the title of Police Telecommunicators, hereby agree to the following modifications and additions to the Agreement between the Town of Westford and the Communications Workers of America Local 1051 dated July 1, 2008 to June 30, 2011, Ratified by the Board of Selectmen on March 24, 2009:

1. **Schedule Modification:** Bargaining unit members accept and agree to a reduction of paid regular work hours from forty (40) hours per week to paid regular work hours of thirty seven and one half (37.5) hours paid per week. This modification is mutually created and agreed upon by all parties, due to the modification of work schedule from a five and two work week to a four and two work schedule. The four and two work schedule is based on the average of thirty seven and one half (37.5) hours of regularly scheduled work during a six week period. This modification will not otherwise affect the regular or overtime hourly rate(s) of pay of bargaining members, nor does it affect any other bargained item as set forth in the bargaining agreement.
2. **Effective Date:** This change may take effect fifteen days from the date of signing, however no later than July 1, 2010. It is understood that a reasonable notice will be given to all bargaining members.

**Note:** This Side Letter shall not modify or affect now or in the future management rights as addressed in Article 5, Management Rights, in particular Item F. To Establish or modify work schedules and shift schedule, and the number and selection of employees to be assigned;

Dated: 2/12/10

**Communications of Workers of America Local 1051  
Police Telecommunicators and Local 1051 Steward**

**Date:** 2/5/2010

Andrew Sherman  
Andrew Sherman

Police Telecommunicator

Ashley Piche  
Ashley Piche

Police Telecommunicator

Ryan Cobligh  
Ryan Cobligh

Police Telecommunicator

Erin Haynes  
Erin Haynes

Police Telecommunicator

Chrystal Murray  
Chrystal Murray

Police Telecommunicator

Diane Cloutier  
Diane Cloutier

Union Steward

**Town of Westford**

**Date:** 2/10/10

[Signature]

Town Manager

[Signature]

Human Resources Director

[Signature]

Chief of Police