



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR RELATIONS
CHARGE OF PROHIBITED PRACTICE
M.G.L. c.150E

DO NOT WRITE IN THIS SPACE

Case No.

Date Filed

MUP-14-4210 12-12-14

INSTRUCTIONS: Answer all applicable questions. Failing to provide information may result in the dismissal of the charge.

Note: Pursuant to 456 CMR 15.04, the DLR will not issue a complaint unless the charging party has complied with the applicable provisions of M.G.L. c.150E, §§13 and 14.

1. Employer Town of Winthrop	2. Representative to contact Town Manager James McKenna	4. Telephone Number 617-846-1077
3. Address (street and No., city/town, state, and ZIP code) One Metcalf Square, Winthrop, MA 02152		5. Fax Number 617-846-5458
6. Employee Organization (if any): Winthrop Police M.C.O.P. Local 421 AFL-CIO	7. Representative to contact Ferruccio Romeo, President	9. Telephone Number [REDACTED]
8. Address (street and No., city/town, state, and ZIP code) [REDACTED] Saugus, MA 01906		10. Fax Number 781-213-9192
11. This charge is filed against (check one) ☒ Employer ☐ Employee Organization		
12. The above named employer or employee organization has engaged or is engaging in a prohibited practice within the meaning of Massachusetts General Law, Chapter 150E, Section(s) (enter all appropriate sections/subsections) 10a(1), 10(a)(2), 10(a)(3) & 10(a)(4) <i>Failing to specify an appropriate section/subsection may result in the dismissal of the charge.</i>		
13. Summary of basis of Charge (be specific as to names, dates, addresses, etc.) On or around September 11, 2014, the Town of Winthrop, through Stacy DiChiara via email, informed the Local President to remove a response to a Grievance drafted by Chief Terence M. Delehanty that had been posted on the Union Bulletin Board as part of its representational responsibilities. On or around September 12, 2014, the Local President informed the Town that the Union's policy is to post Union documentation as it relates to Grievances once the Union signs off on a Grievance and advised her that it would not remove any documentation. On or around November 18, 2014, the Union President received a letter from Officer Judy Racow to Town Manager James McKenna requesting reconsideration of his Step 2 denial of her Grievance dated August 15, 2014. On or around November 19, 2014 the Local President posted the letter as part of his representational responsibilities as well as per her request. On or around November 20, 2014 Chief Terence M. Delehanty notified the Local President via email alleging violations of the Collective Bargaining Agreement and opined that a letter drafted by Officer Judy Racow to Town Manager James McKenna requesting reconsideration of his denial of her Grievance as well as the Chief's original response both be removed from the Union Board. On or around November 22, 2014, the Local President informed Chief Terence M. Delehanty via email that the Union was not in violation of the Collective Bargaining Agreement and merely performing its representational responsibilities and protected activity under G.L. c.150E as it had reviewed the letter and signed off on it and posted it as it was directly related to the original Grievance. On or around November 24, 2014 the Town and the Union held a contract Mediation for a successor Collective Bargaining Agreement after several unsuccessful bargaining sessions. On or around December 1, 2014, the Local President was placed on Administrative Leave with Pay pending an internal investigation because he accepted a Detail and attended Contract Mediation which is protected activity under G.L. c.150E. On or around December 11, 2014, the Town notified the Local President through counsel that a disciplinary hearing was scheduled for December 18, 2014 that would result in discipline up to and including dismissal for just cause By these and other acts, the party complained of has interfered with, restrained, and/or coerced rights guaranteed by the Law.		

based upon the investigation conducted by Chief Terence M. Delehanty. The Local President was never interviewed as part of this investigation. (F.R.)

DLRDEC1214PM1:37

[Faint handwritten signature]

[illegible][illegible][illegible]

SECRET

[Faint, illegible handwritten notes]

4. The following information is being provided for your information:

60-2897-10000

(The following information was obtained from a review of the records of the Department of Social Services, State of New York, dated 10/1/78.)

[illegible]

1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815

1. The first group of people who are affected by this disease are those who have been in contact with someone who has the disease. This is called "person-to-person" transmission. It can happen when someone coughs or sneezes near you, or when you share a drink or food with someone who has the disease.

10-10-1964

... to the ... it was directly related to the ...

... of the

1880-1881. The first year of the new century. The first year of the new century. The first year of the new century.

14. (a) Is there a collective bargaining agreement that may apply to the conduct that is alleged to have violated the Law? ☒ Yes ☐ No

(b) If you checked "Yes" in question 14(a), please list all of the clauses alleged to apply and attach a copy of each.
Articles I, II, III, VII, VIII, XXXV, XXXIX

(c) Is there a grievance concerning this matter pending? ☐ Yes ☒ No

15. Without limiting your rights to later amend your remedial request, please explain what remedy you seek. Include the amount of any financial remedy to which you claim entitlement.
The Town cease and desist interfering and or coercing with protected activity. Further remedial requests will

16. Have you attempted to settle this case? ☐ Yes ☒ No
 If not, why not?
The Town of Winthrop refuses to acknowledge any wrongdoing and based upon its motive and intent

Note: The DLR may decline to issue a complaint unless reasonable settlement efforts have been made by the charging party. 456 CMR 15.04(1).

INFORMATION ON CHARGING PARTY

17. Name Winthrop Police Union M.C.O.P. Local 421 AFL-	18. Representative to contact Ferruccio Romeo, President	20. Telephone Number [REDACTED]
19. Address (street and No., city/town, state, and ZIP code) [REDACTED] Saugus, MA 01906		21. Fax Number 781-213-9192
22. The Charging Party is an: ☐ Individual ☒ Employee Organization ☐ Employer		

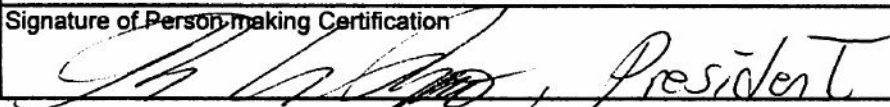
DECLARATION

I have read the above charge of prohibited practice and swear under the pains and penalties of perjury that the information contained in it is true and complete to the best of my knowledge and belief.

Name (print) Ferruccio Romeo	Signature 	Title (if any) President
Address (street and no., city/town, state, and ZIP code) [REDACTED] Saugus, MA 01906		Telephone Number [REDACTED]

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Charge of Prohibited Practice on the following representative of the opposing party.

Name James Mckenna	Address (street and no., city/town, state, and ZIP code) One Metcalf Square	Telephone Number 617-846-1077
Method of Service ☐ In hand ☒ First Class Mail ☐ Other (specify): _____		
Signature of Person making Certification  President		Telephone Number [REDACTED]

There is a collective bargaining agreement that may apply to the conduct that is the subject of this complaint.

If you are a member of a union, please attach a copy of the collective bargaining agreement to this complaint.

DATE: 11/11/2011

Signature of Complainant: [Signature]

I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement. I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement.

I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement. I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement.

Signature of Employer: [Signature]

I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement. I am filing this complaint because I believe that my employer has violated the provisions of the collective bargaining agreement.

INFORMATION ON CHARGES

1. Name of the person who filed the complaint	2. Name of the person who is the subject of the complaint
3. Address of the person who filed the complaint	4. Address of the person who is the subject of the complaint
5. Telephone number of the person who filed the complaint	6. Telephone number of the person who is the subject of the complaint
7. Date of the complaint	8. Date of the complaint
9. Signature of the person who filed the complaint	10. Signature of the person who is the subject of the complaint

DECLARATION

I have read the provisions of the collective bargaining agreement and I declare that the provisions of the collective bargaining agreement are true and correct to the best of my knowledge and belief.

1. Signature of the person who filed the complaint	2. Signature of the person who is the subject of the complaint
3. Date of the complaint	4. Date of the complaint
5. Telephone number of the person who filed the complaint	6. Telephone number of the person who is the subject of the complaint

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of this Complaint on the following persons:

1. Name of the person served	2. Address of the person served
3. Date of service	4. Date of service
5. Signature of the person who served	6. Signature of the person who served
7. Telephone number of the person who served	8. Telephone number of the person who served

This is a true and correct copy of the Complaint as filed with the Commission on Labor Relations. I declare under penalty of perjury that the foregoing is true and correct.

AGREEMENT

This Agreement entered into this day of _____ 2007 between the Town of Winthrop, Massachusetts (hereinafter referred to as the "Employer") and the Winthrop Police, I.B.P.O., Local 397 (hereinafter referred to as the "Union").

ARTICLE I INTENT AND PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Employer and the Union to provide for the operation of our Police Department under methods which will further to the fullest extent possible the safety, welfare and health of the inhabitants of the Town of Winthrop under conditions which will insure economy of operation, quality and quantity of performance, upkeep of the Town, and the protection of life and property.

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 work rules to govern the relationship; to insure the uninterrupted operation of police services; to set forth the agreement of the parties with respect to rates of pay, hours of work and 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 police services in the Town of Winthrop.

In seeking to achieve these goals the parties acknowledge that the Employer has and must retain complete authority over the policies and administration of the departments which it exercises under law, except as expressly modified by a specific provision of this Agreement.

ARTICLE II RECOGNITION

Section 1: Subject to any applicable provisions of state or federal law, or regulations now or hereafter in effect, this Employer recognizes the Union as the exclusive collective bargaining agent in respect to wages, hours and terms and conditions of employment for full-time, certified employees employed by the Town of Winthrop in the Police Department, including:

1. Patrolmen

2. Sergeants
but excluding:
1. Chief of Police
2. Intermittent Employees
3. Lieutenants

Section 2: The Employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining, or make any agreement with any such group for the purpose of undermining the Union or changing any condition contained in this Agreement.

Section 3: 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 Chapter 150E, Massachusetts General Laws.

No prior agreements or understandings, oral or written, shall be controlling or in any way affect the relations between the parties unless and until such agreements or understandings have been reduced to writing and duly executed by both parties subsequent to the date of this Agreement.

All matters not dealt with herein shall be treated as having been brought up and disposed of and the Employer shall be under no obligation to discuss with the Union any modifications or additions to this Agreement which are to be effective during the term hereof. 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 III NO DISCRIMINATION

Section 1: There shall be no discrimination, interference, restraint or coercion by the Town or the Union or their respective agents against any employee because of membership or non-membership in the Union.

Section 2: The Union agrees to represent all employees covered in this unit without regard to membership or participation in or association with the activities of the Union, or any

come within the jurisdiction of said Civil Service Commission may be processed either as a grievance or as a Civil Service appeal, but not both..

ARTICLE VII UNION ACTIVITY ON DEPARTMENT PROPERTY

Section 1: The members of the Department shall be permitted to hold regular business meetings of the Union on Department property. Except as to said regular business meetings and to the extent expressly permitted in Article VIII (Grievances) or except as expressly approved by the Chief or his/her designee, no member of the Union shall conduct Union business on Department property.

Section 2: Bulletin board announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use this bulletin board for signed notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1: For the purposes of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union and/or any employee involving only an alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2: A grievance must be presented within four (4) working days of the time of the occurrence of the alleged contract violation or within four (4) days from the time the employee should have reasonably acquired knowledge of the incident giving rise to the contract violation and must be processed in accordance with the steps, time limits and conditions set forth below in this Article.

(A) The employee, with a steward or representative if she/he so desires, shall take up the grievance or dispute in writing to the Chief or his/her designee within four (4) working days of the occurrence giving rise to the grievance. The Chief or his/her designee shall attempt to adjust the matter and shall respond in writing within four (4) working days. If the grievance is not satisfactorily settled at this step,

0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040

of the existence of any one of the conditions. The effect of mutual assistance and agreement on the existence of a right to marry is the effect of mutual assistance and agreement on the existence of a right to marry.

(7) The defendant had a history of violent behavior and was a danger to himself and others.

that the individual is bound to the contract with the terms and conditions set forth in the contract (and, therefore, a binding knowledge of the contract is a condition of the contract). The contract is binding on the individual if the individual is bound to the contract.

Տեղեկությունները համապատասխանում են իրականությանը:

For the purposes of this Agreement, a "Contract" shall be defined as a

CHILAVAGE BROODING
VEHICLE AND

THE UNIVERSITY OF CHICAGO LIBRARY

that any person getting a piece of another person's letter that it should be published to best advantage either on the business parties to the agreement or on a point that was the

2. 4. 1991 5. Визначено розклад виконання робіт згідно з графіком, який додається до цього наказу, згідно з розкладом, який додається.

the effect of these questions on answers of the nation may become more obvious on the other hand especially in view of the fact that the effect of the questions on the answers of the nation on the other hand may become more obvious on the other hand.

25.10.11: 1st meeting of the subcommittee after its formation in order to discuss

UNITED STATES DEPARTMENT OF AGRICULTURE
WASHINGTON, D. C.

Printed by the Government Printer, Wellington.

Some other suggestions of the Civil Service Commission may be processed after the

(B) It shall be appealed in writing within seven (7) days after receipt of the written answer of the Chief or his/her designee by the employee to the Town Manager. The Town Manager or his designated representative and the employee, and counsel and/or an authorized representative of the Union, shall meet to discuss the grievance as promptly as possible, normally within fourteen (14) days, at a time designated by the Town Manager. If any person or persons are to represent or appear with the employee at this meeting, the Town Manager will be informed in writing at least three (3) days before the meeting of the names and titles of such persons. The Town Manager or his designated representative shall elect whether this discussion shall take place during working hours or not. The Town Manager will give his written answer to the grievance within ten (10) days following the conclusion of the meeting. If both the Chief or his/her designee and the Town Manager appoint a designee under this section, it shall not be the same person for both steps. If the grievance is not satisfactorily settled at this step, it may,

(C) Be appealed to arbitration by written Demand for Arbitration within fourteen (14) working days after the receipt of the written answer under Step 2. This appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article IX.

Section 3: A grievance not initiated within the time specified shall be deemed waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of Town Manager to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual agreement of the parties.

Section 4: No reprisals of any kind will be taken by the Employer against any party in interest or any participant in the grievance procedure by reason of such participation.

Section 5: The Union recognizes the authority and responsibility of the officers, the Chief or his/her designee and the Town Manager for reprimanding or disciplining an employee for delinquency of performance.

 Section 6: No employee will be disciplined, reprimanded, reduced in rank or compensated or deprived of any wage increase or increment without just cause. Any contention that the Town Manager has acted in an arbitrary or discriminatory manner in withholding a wage increase or increment may be raised as a grievance.

The employee will earn these credits on his/her own time and the Employer shall not be responsible for the employee's tuition.

ARTICLE XXXV DISCIPLINARY ACTION

No permanent employee shall be removed, dismissed, discharged, suspended or charged in any manner except for just cause and at any hearings or interviews attendant thereto the police officer will have an opportunity to have an attorney present on his behalf.

ARTICLE XXXVI EVALUATIONS

Employees shall be evaluated once annually and within thirteen (13) months of the employee's last evaluation by the Chief of his/her designee using an evaluation instrument developed and agreed to by the parties. A joint sub-committee will be formed to develop a mutually agreed upon evaluation instrument to be completed by _____.

ARTICLE XXXVII DRUG TESTING

A. Probationary Employees. Employees may be tested periodically during the probationary period with or without reasonable suspicion at such times as may be determined by Chief.

B. Absence from Duty. An employee who is absent from duty for more than sixty (60) continuous calendar days on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested once within the first seven (7) calendar days after his return to active duty. Employees may make a timely appeal of the Chief's decision that he/she be tested to the Town Manager.

C. Serious Incidents. An employee involved in an incident on the job which involves serious property damage, is life threatening, or involves serious bodily injury may be tested where the Chief has reasonable belief that the incident was within control of the employee.

D. Reasonable Suspicion. An employee may be tested after a determination by the Chief or his designee that there is reasonable suspicion to test the employee. Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is using or is under the influence of drugs so that the employee's ability to perform his/her duties is impaired. Reasonable suspicion shall be based upon information of objective facts obtained by the department and the rational inferences which may be drawn from those facts.

first laying-off or eliminating the Civilian Dispatcher. A member of 397A will be assigned to the station at all times, even if the Civilian Dispatcher position is implemented.

ARTICLE XXXIX DURATION

Section 1: This Agreement shall become effective retroactive to July 1, 2005 subject to the provisions of Section 2 of this Article and shall continue in effect up to and including June 30, 2008 and shall thereafter renew itself for successive terms of one (1) year each unless sixty (60) days prior to December 31, 2002 or any December 31st thereafter, either the Employer or the Union shall have given the other written notice of its desire to modify or terminate this Agreement.

In the event that a successive contract is not effectuated on the date of termination of this Agreement, then all the provisions of this Agreement shall remain in full force and effect until a succeeding agreement is consummated.

Section 2: This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances, and by-laws are approved at Town Council so that this Agreement will not conflict with any said law, ordinance or by-law.

The Employer shall request and actively support and urge at Town Council the necessary appropriations and propose necessary amendments to existing laws, ordinances and by-laws.

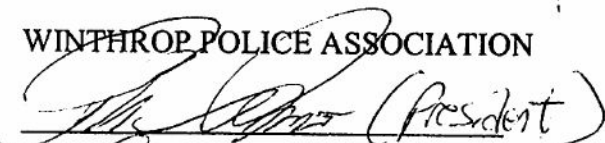
IN WITNESS WHEREOF, the authorized representatives of the parties have set their hands this day of November, 2007.

TOWN MANAGER,



APPROVED AS TO FORM
TOWN COUNSEL

WINTHROP POLICE ASSOCIATION



Oct 24/07
11.6.2007