



**SPECIAL TOWN MEETING WARRANT  
COMMONWEALTH OF MASSACHUSETTS  
October 17, 2016**

Plymouth, ss.

To the Constable(s) of the Town of Rochester in the County of Plymouth,

Greetings,

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of said Town qualified to vote in elections and in Town affairs to meet at the Rochester Memorial School, 16 Pine Street in said Town on Monday, the 17th of October 2016 at seven p.m. (7:00 p.m.) in the evening to act on the following articles:

**ARTICLE 1: BY-LAW CODIFICATION**

To see if the Town will vote to transfer from Free Cash the sum of Ten Thousand Dollars (\$10,000) to engage with a consultant to codify all existing bylaws, or take any other action in relation thereto.

**ARTICLE 2: AIR CONDITIONER REPLACEMENT**

To see if the Town will vote to transfer from Free Cash the sum of Twenty-Seven Thousand Dollars (\$27,000) to install a new air conditioning unit at the Police Department, or take any other action in relation thereto.

**ARTICLE 3: SUPPLEMENTAL APPROPRIATIONS**

To see if the Town will vote to transfer from Free Cash the sum of Twenty-Seven Thousand One Hundred and Twenty-Five Dollars (\$27,125) to supplement appropriations previously voted under Article 4 of the Annual Town Meeting of June 2016 for the Fiscal Year beginning July 1, 2016 for line items in the budgets of various Town Departments as follows:

LINE ITEM 4-30 Town Clerk Expense (Restoration of Books)	\$1,500
LINE ITEM 4-49 Police Expense (AC Repairs)	\$4,800
LINE ITEM 4-104 COA Expense (Fire Protection System)	\$3,100
LINE ITEM 4-132 Town Insurances	\$17,725

**ARTICLE 4: TOWN HALL ANNEX STUDY**

To see if the Town will vote to transfer from Free Cash the sum of Twenty Thousand Dollars (\$20,000) to engage an owners project manager for the purpose of studying options for a new Town Hall/Town Hall Annex, or take any other action in relation thereto.

## **ARTICLE 5: FUNDING AND RESERVE FOR FUTURE CONTRACT SETTLEMENTS**

To see if the Town will vote to transfer from Free Cash the sum of Thirty-Two Thousand Dollars (\$32,000) for the purpose of funding future contract settlements for Fiscal Year 2017, and to authorize the Town Accountant to make the necessary disbursements to the respective departmental budgets per the terms and conditions of the negotiated agreements as approved by the Board of Selectmen, or take any other action in relation thereto.

## **ARTICLE 6: STABILIZATION FUND**

To see if the Town will vote to transfer from Free Cash the sum of Sixty-Seven Thousand Dollars (\$67,000) to be added to the Stabilization Fund, or take any other action in relation thereto.

## **ARTICLE 7: PERSONNEL BY-LAW - GRIEVANCES**

To see if the Town will vote to amend the Personnel By-laws as follows:

### Part V

#### Definitions

**Delete:** the entire section entitled “Right of Appeal/Grievance Procedures” that currently reads:

**“Right of Appeal/Grievance Procedures:** Right of Appeal or grievance procedure has a maximum of (2) steps, but may be resolved at any step in the process. Right of appeal/grievances are to be fully processed until the employee is satisfied, does not file a timely appeal or when a decision is made in the final step and the right of appeal no longer exists. All grievances must relate to disciplinary actions taken under the prior paragraph.

Step One. The aggrieved employee shall submit the grievance in writing to the Department Head within five (5) business days after the employee knew or should have known, of the incident upon which the grievance is based. If the grievance can be resolved between the two parties, the grievance procedure is deemed completed. The Department Head’s version of the grievance and decision shall be submitted in writing to the Personnel Board and the aggrieved employee within ten (10) business days.

Step Two. Appealing an unsatisfactory Department Head’s decision, or where none, Town Administrator’s decision to the Personnel Board. The Personnel Board shall take the necessary steps to review and investigate the grievance and within fifteen (15) days issue a written, final, and binding decision.”

**Insert:** the following

#### **“Grievances**

All employees have a right to have grievances and concerns regarding employment heard in a fair, equitable, and timely manner. A grievance is defined as a question regarding the interpretation or application of a specific portion of the Personnel By-law. The decision to air a

grievance will not result in any penalty to the employee, regardless of the final decision. All steps in the grievance procedure must be thoroughly documented in the employee's personnel file.

1. The employee should raise any questions, concerns, or grievances with the immediate supervisor. The employee and supervisor are encouraged to work together to resolve the problem at this level. If the employee is still not satisfied, the employee may, within ten (10) working days of the immediate supervisor's decision or failure to act, submit a written grievance to the Department Head.
2. The Department Head will meet with the employee to discuss the case within ten (10) working days and will provide the employee with a response within ten (10) working days of their meeting. If the employee is still not satisfied, the employee may submit a written grievance to the Hiring Authority.
3. The Hiring Authority will meet with the employee to discuss the case within ten (10) working days and will provide the employee with a response within ten (10) working days of their meeting. If the employee is still not satisfied, the employee may submit a written grievance to the Personnel Board.
4. The Personnel Board will meet with the employee to discuss the case within ten (10) working days. Based on the written grievance and any other information presented, the Personnel Board will make a final determination concerning the case within ten (10) working days of their meeting. The employee shall have no further right of appeal.

Based on the small departments within the Town of Rochester, it is acknowledged that while there are 4 steps in this process, steps 1 and 2 or steps 2 and 3 will often involve the same parties and thus may be redundant for a high number of town employees.

Employees may bring fellow employee(s) during the grievance review to act as witnesses and should supply evidence supporting their case. Time limits may be extended with the agreement of both parties. The decision of the Personnel Board is final and binding.”

## **ARTICLE 8: PERSONNEL BY-LAW – PROBATIONARY PERIOD**

To see if the Town will vote to amend the Personnel By-laws as follows:

### Part I

#### Definitions

**Delete:** “**Probationary Period:** That time needed to evaluate and/or train an employee”

**Insert:** the following

“**Probationary Period:** The first six (6) months of continuous employment of an employee shall constitute his/her probationary period. No transfer, layoff, suspension, discipline or discharge made during an employee's probationary period shall be construed as a violation of the provisions of this by-law.”

## Part III

### Recruitment

**Delete:** paragraph nine (9) of this section which reads:

“Each person promoted or appointed to a permanent position shall be required to successfully complete a probationary period of three (3) months to enable the Department Head to observe the employee’s ability to perform the various duties of the position. In the event that a promoted employee is found not to have met the requirements of the position, the employee (if transferred or promoted) shall be permitted to return to the position formerly held. The appointing authority may extend the probationary period by not more than an additional three (3) months and shall notify the Department Head and employee of such extension.”

**Insert:** the following at the end of the current Part III:

#### **“Probationary Period**

During the Probationary Period, an employee will be observed and evaluated on his or her conduct, performance against specified goals and objectives, and work habits.

An employee shall accrue authorized leave benefits as outlined in the by-law during this period, but, apart from accrued sick leave, may not use these accrued benefits as paid leave until successfully completing the first six months of the Probationary Period.

During the Probationary Period the employee does not have access to the by-law’s Grievance Procedure, and may be terminated with or without cause at any time by the Hiring Authority, upon the recommendation of the Department Head or Supervisor.

Upon completion of the Probationary Period, the Hiring Authority shall notify the employee in writing of the decision that the employee has or has not attained Permanent Employee status. This decision shall be based upon a performance appraisal and recommendation made by the employee's Department Head or Supervisor. Such notification shall be placed in the employee's human resources file.

The Probationary Period may be extended for no more than three (3) months at the written request of the Supervisor with the approval of the Personnel Board.”

Given under our hands **this 26<sup>th</sup> day of September 2016.**

Rochester Board of Selectmen:

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Naida Parker, Chairman

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Bradford N. Morse, Vice Chairman

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Richard Nunes, Clerk

By virtue of this Warrant I have this day notified and warned the inhabitants of the Town of Rochester, qualified to vote in elections and Town affairs, to meet at Rochester Memorial School, 16 Pine Street, in said Town on Monday the **17<sup>th</sup> of October 2016** at the time and place for the purpose herein named by posting up attested copies thereon in the following places:

Rochester Post Office  
Outside the Rochester Town Hall  
Plumb Library  
Council on Aging  
Rochester Web Site

A true copy:  
Attest

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Constable

\_\_\_\_\_, **2016**