

## AGREEMENT

TOWN OF WINCHENDON

AND AMERICAN FEDERATION OF STATE COUNT AND MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 1717

EMERGENCY COMMUNICATIONS UNIT

July 1, ~~2017~~2016 through June 30<sup>th</sup>, 2019

AFSCME Council 93, Local 1717  
July 1, ~~2017~~2016 – June 30, 2019

Town \_\_\_\_ Union \_\_\_\_

## TABLE OF CONTENTS

	Page
ARTICLE I RECOGNITION	3
ARTICLE II SEVERABILITY	4
ARTICLE III NON-DISCRIMINATION	4
ARTICLE IV STRIKES AND WORK STOPPAGES	4
ARTICLE V UNION DUES	5
ARTICLE VI UNION REPRESENTATIVES	5
ARTICLE VII DISCIPLINE AND DISCHARGE	6
ARTICLE VIII GRIEVANCE AND ARBITRATION PROCEDURE	6
ARTICLE IX HOURS OF WORK	7
ARTICLE X OVERTIME	7
ARTICLE XI MEAL PERIOD	8
ARTICLE XII HOLIDAY PAY	9
<del>ARTICLE XIII CLOTHING ALLOWANCE</del>	<del>9</del>
ARTICLE <del>XIII</del> <u>V</u> VACATIONS	
<del>10</del> <u>9</u>	
ARTICLE <del>XIV</del> SICK LEAVE	
<del>11</del> <u>10</u>	
ARTICLE <del>XV</del> BEREAVEMENT LEAVE	12
ARTICLE <del>XVI</del> FAMILY AND MEDICAL LEAVE	
<del>13</del> <u>12</u>	
ARTICLE <del>XVII</del> MATERNITY LEAVE	
<del>14</del> <u>13</u>	
ARTICLE <del>XXVIII</del> OTHER LEAVES OF ABSENCE	
<del>14</del> <u>13</u>	
ARTICLE <del>XXIX</del> JURY DUTY	
<del>14</del>	
ARTICLE <del>XX</del> MILITARY TRAINING	
<del>15</del> <u>14</u>	
ARTICLE <del>XXI</del> HEALTH AND WELFARE	
<del>15</del> <u>14</u>	
ARTICLE <del>XXII</del> PART TIME EMPLOYEES	
<del>15</del> <u>16</u>	

ARTICLE <del>XXIV</del> <u>XXIII</u>	SENIORITY	
<del>15</del> <u>16</u>		
ARTICLE XX <u>IV</u>	<del>————</del> SAFETY CODE COMMITTEE	
<del>17</del> <u>18</u>		
ARTICLE XXV <del>+</del>	JOB POSTING	
<del>17</del> <u>18</u>		
ARTICLE XXVI <del>+</del>	LABOR-MANAGEMENT MEETINGS	18
ARTICLE XXVII <del>+</del>	MISCELLANEOUS PROVISIONS	
<del>18</del> <u>19</u>		
ARTICLE <del>XXIX</del> <u>XXVIII</u>	CLASSIFICATION PLAN AND PAY RATES	
<del>20</del> <u>21</u>		
ARTICLE XX <u>IX</u> <del>————</del>	LONGEVITY	
<del>20</del> <u>21</u>		
ARTICLE XXX <del>+</del>	DRUGS AND ALCOHOL FREE WORKPLACE	21
<del>ARTICLE XXXII</del>	<del>PERFORMANCE EVALUATION SYSTEM</del>	<del>21</del>
ARTICLE XXXI <del>+</del>	DURATION	
<del>21</del> <u>22</u>		

## **ARTICLE I**

### **RECOGNITION**

Section 1: The town recognizes the union as the sole and exclusive bargaining agent for all full time and regular part time dispatchers ~~either and~~ in their capacity as matrons in the town of Winchendon as defined in the Labor Relations Commission MCR 4512, dated February 4, 1997, for the purpose of negotiations with respect to hours, wages and conditions of employment under the provisions of Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

Section 2: Neither the town nor the union will aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining, or make any agreement with any other labor group for the purpose of undermining the union.

Section 3: The union recognizes the town as a public body established under and with powers provided by the statutes of the Commonwealth of Massachusetts, and nothing in this agreement shall be deemed to derogate from or impair any power, ~~right~~right, or duty conferred upon the town by statute or any rule or regulation of any agency of the commonwealth.

### **MANAGEMENT RIGHTS**

Except to the extent that there is contained in this agreement an express and specific provision to the contrary, the town retains, whether exercised or not, all of the authority, power, rights, jurisdiction, and

AFSCME Council 93, Local 1717  
July 1, ~~2017~~2016 – June 30, 2019

Town \_\_\_\_ Union \_\_\_\_

responsibility provided by the laws of the Commonwealth of Massachusetts to such town for the control, direction and management of the town and its workforce, including, but not limited to: the right to manage the affairs of the town and of the department and maintain and improve the efficiency of its operations; to determine and schedule hours of duty consistent with the statutes, by laws and collective bargaining agreement of the town and the assignment of the bargaining unit employees to realize the efficient utilization of his/her service; to hire, promote, assign, and retain bargaining unit employees; to contract and sub-contract for services; and to promulgate and support rules and regulations pertaining to the operations of the departments covered by this collective bargaining agreement and to the bargaining unit employees.

Nothing in this agreement shall limit the town in the exercise of its functions of management and in the direction and the supervision of the town business. This includes, but is not limited to: add or eliminate departments; require and assign overtime; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline or discharge; transfer or promote; layoff because of lack of work or other legitimate reason; establish rules, regulations, job descriptions, policies and procedures, conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of efficiency; except where any such rights are specifically modified or abridged by terms of this agreement.

Unless an express, specific provision to this agreement clearly provides otherwise, the town, acting through its Town Manager or other appropriate officials as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this agreement either by law, custom, practice, usage or precedent to manage and control the offices of the town. Management rights shall be exercised without said actions being subject to the grievance and arbitration clause of this contract.

## **ARTICLE II**

### **SEVERABILITY**

Section 1: Should any of the terms and conditions of this Agreement be superseded or nullified or otherwise affected by any legislation, federal or state, or should any provision of this agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, such other provisions of this Agreement as may not be affected thereby shall remain in full force and effect for the duration of this Agreement

Section 2: Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## **ARTICLE III**

### **NON-DISCRIMINATION**

AFSCME Council 93, Local 1717  
July 1, ~~2017~~ 2016 – June 30, 2019

Town \_\_\_\_ Union \_\_\_\_

Section 1: The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sexual orientation, sex, age as defined by law, or disability, and that such persons shall receive the full protection of this Agreement.

Section 2: The town agrees that it or its agents will not interfere with, restrain, discriminate ~~against~~ against, or coerce any employee of the town of Winchendon for their participation in recognized union activity as defined under Chapter 150E of the General Laws of Massachusetts.

Section 3: The union agrees that there will be no coercion or discrimination by its members against any employee because of his non-membership in the union. The union further agrees that there will be no coercion or discrimination against any employee or supervisor for his adherence to any provision of this Agreement.

#### **ARTICLE IV**

##### **STRIKES AND WORK STOPPAGES**

Section 1: It shall be unlawful for any employee to engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services by such employee.

Section 2: Should an employee engage in, induce or encourage any strike, work stoppage, ~~slowdown~~ and slowdown or withhold of services from the town, such employee shall be subject to disciplinary action, including discharge.

Section 3: The town agrees that it will not lock out unit employees.

#### **ARTICLE V**

##### **UNION DUES**

Section 1: Employees may tender monthly membership dues by signing the Authorization for Payroll Deductions for Dues form. During the term of this Agreement and in accordance with the terms of the form of the Authorization of Check-Off of Dues, the town agrees to deduct union membership dues levied in accordance with the Constitution of the union from the pay of each employee who voluntarily executes or has executed such form and remit the aggregate amount to the Treasurer of Local 1717, along with a list of employees who have said dues deducted. Such remittance shall be made by the 10<sup>th</sup> day of the succeeding month.

Section 2: During the term of this Agreement, for those employees who choose not to be members of the union, the town will require as a condition of employment the payment of a service fee to the union, the exclusive bargaining ~~agent~~ agent, and representative. The amount of the service fee shall be equal to the amount required to become a member and remain a member in good standing of the union to or from which membership dues or per capita fees are paid or received. Such fee shall be deducted and paid to the union in the same manner prescribed in section 1 of this Article.

## ARTICLE VI

### UNION REPRESENTATIVES

Section 1: A written list of union officers and their representatives shall be furnished to the town immediately after their designation, and the union shall notify the town of any changes.

Section 2: Upon notifying the ~~town~~ ~~Town manager~~ ~~Manager~~ or designee, and with approval of the Town Manager or his designee, which such approval shall not be unreasonably withheld, one union representative shall be granted reasonable time off during normal working hours to investigate and settle grievances without loss of pay. Should the investigation of the grievance continue beyond the normal quitting time, there will be no pay and no consideration for pay while the grievance continues to be investigated after the quitting time.

Section 3: One member of the bargaining unit, provided he be duly authorized as a delegate, may be granted a leave of absence by the ~~T~~town ~~M~~anager, not to exceed three working days in any one fiscal year, for the purposes of attending seminars and meeting, including conventions of the Council, State, or National bodies of the union. Such leave, if granted, shall be without loss of straight time pay not to exceed eight hours per day for each day of the three working day leave for the delegate.

## ARTICLE VII

### DISCIPLINE AND DISCHARGE

Section 1: The town shall have the right to discipline or discharge any ~~permanent~~ employee for just cause. Just cause shall not be required for the discipline or discharge of probationary employees.

Section 2: Any grievance relating to the discharge or discipline of ~~a~~an ~~permanent~~ employee may be taken up and determined under the grievance and arbitration provisions of this Agreement. Notwithstanding the grievance and arbitration provisions of this Agreement, a grievance involving discharge must be in writing and must be received by the town within five working days from the date of discharge (Saturday, Sunday and Holidays excluded). A grievance involving discharge shall start at Step 2 of the Grievance Procedure.

## ARTICLE VIII

### GRIEVANCE AND ARTBITRATION PROCEDURE

Section 1: A grievance or dispute which may arise between the parties pertaining only to the application, meaning, or interpretation of this Agreement shall be settled in the following manner:

Step One: The Union Steward and/or his representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the ~~immediate supervisor~~ ~~Chief of Police~~ within ~~five~~ ~~seven~~ working days of the date of the grievance or the employee's knowledge of its occurrence. The ~~immediate supervisor~~ ~~Chief of Police~~ shall attempt to adjust the matter and shall respond to the Steward in writing with ~~in~~ five working days.

AFSCME Council 93, Local 1717  
July 1, ~~2017~~ ~~2016~~ – June 30, 2019

Town \_\_\_\_ Union \_\_\_\_

Step Two: If the grievance remains unsettled, it shall be presented to the town manager in writing within ~~five~~seven working days after the response of the immediate supervisor is due~~-.~~ . The ~~town~~Town ~~manager~~Manager shall respond in writing within five working days following presentation of the grievance to the town manager. Hearings shall be held at all steps outlined above.

Step Three: If the grievance is still unsettled, the union, and only the union, may, within seven days after the reply of the ~~town~~Town ~~manager~~Manager is due, by written notice to the town, request arbitration.

Prior to the request for arbitration the parties may, by mutual agreement, use the Massachusetts Board of Conciliation and Arbitration.

Section 2: The arbitration shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

Section 3: Grievances involving disciplinary action shall be processed as follows:

- A. An action involving disciplinary measures up to and including suspension of three days or less will be processed from Step 1.
- B. An action involving disciplinary measures in excess of a suspension of three days will be processed from Step 2.

Section 4: The expense for the arbitrator's services and proceedings shall be borne equally by the town and the union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records and makes copies available without charge to the other party and to the arbitrator.

Section 5: If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all loss of earnings and privileges that would have been due the employee~~-.~~ . The arbitrator may rule only on the question or questions presented and may not add to, subtract from or modify this Agreement in any way.

## **ARTICLE IX**

### **HOURS OF WORK**

Section 1: The regular hours of work each day shall be consecutive, except for interruptions for meal periods.

Section 2: The normal workweek for full time employees shall consist of seven (7) consecutive twenty-four (24) hour periods, Monday through Sunday. Full time employees will work four (4) consecutive days and have two (2) consecutive days off. The normal workday shall be eight (8) hours.

Section 3: Beginning July 1, 2016, any full-time Dispatcher working between the hours of 3 p.m. and 11 p.m. or 11 p.m. and 7 a.m. shall receive an hourly shift differential in the following amounts:

AFSCME Council 93, Local 1717  
July 1, ~~2017~~2016 – June 30, 2019

Town \_\_\_\_ Union \_\_\_\_

	3:00 pm – 11:00 pm	11:00 pm – 7:00 am
July 1, 2016 – June 30, 2017	\$0.25	\$0.25
July 1, 2017 – June 30, 2018		\$0.50
July 1, 2018 – June 30, 2019	\$0.50	

## ARTICLE X

### OVERTIME

Section 1: Employees covered by this Agreement shall be paid overtime at the rate of 1 ½ times their regular straight time hourly rate of pay for authorized time worked in excess of eight (8) hours in a day or forty (40) hours in a work week. Full time dispatchers will have the option to accrue comp time at 1 ½ times in lieu of pay for overtime. Full time dispatchers agree comp time can only be used if the shift is being filled by a per diem employee. The union to will allow the Town to offer the overtime to cover a dispatcher using comp time to ~~part time~~ per diem employees first.

Section 2: Should employees be recalled to work after the regularly scheduled shift has ended or before the start of the next regular scheduled shift, or while on standby, and should there be insufficient work to retain employees for three (3) hours, they will be paid 1 ½ times their straight time hourly rate and be guaranteed a minimum of three (3) hours. A dispatcher recalled to perform the function of a matron shall be paid 1 ½ times the entry level patrol officer position or 1 ½ times his/her rate whichever is greater and be guaranteed a minimum of ~~four (4)~~ three (3) hours. If dispatcher has to assist in escorting a prisoner to another town the dispatcher will receive ~~double time~~ time and one half the entry level officer's position. ~~or double time her rate, whichever is greater.~~

Section 3: Overtime shall be voluntary and employees shall not be penalized for refusing to work overtime. Overtime shall be distributed equitably on a rotating basis among all employees covered in this agreement. The town, union, and employees agree to cooperate in the matter of overtime. Refusal to work overtime shall count as overtime worked for rotation and determination of equality of distribution.

Section 4: Should temporary employees be utilized on an emergency basis, the temporary employees will be relieved of work on a daily basis at the same time as or not later than the regular employees are relieved on a daily basis. (It is the mutual intent of the town and the union that temporary help will not be used in overtime work in any way to take overtime away from regular employees, except in cases of extreme emergency or contract work that is for one or more reasons beyond the physical capabilities of the regular employees to execute. Decisions as to when a situation shall be termed an "extreme emergency" and "contract work" shall be made by the town). "Extreme emergency" shall be deemed to mean a state of emergency called by the federal government, the Governor of Massachusetts, the Board of Selectmen, or the Town Manager. This may include, but not be limited to, severe weather conditions, major power outages, medical or fire emergencies, riots, or natural disasters.

Section 5: The town or its representative shall keep records in time books by calendar quarter of the overtime worked or charged in lieu of work. In case of a grievance involving such records, they shall be subject to examination by the union representative or the steward with the supervisor in attendance.



Section 6: Should there be discrepancies among employees, the town will be given ~~thirty (30) days~~ until the next pay ~~to period to~~ remedy the discrepancies within reason before the subject of equal and impartial distribution of overtime is made a matter of grievance and arbitration.

Section 7: In the event of an emergency, as determined by the town, additional dispatchers shall be called by the normal rotating list method, except that refusal to work shall only be allowed after the town approves the reason for not accepting the overtime.

Section 8: If an employee is not relieved from duty he/she shall stay over until relieved but in no case shall a dispatcher work more than sixteen consecutive hours unless in the case of an emergency as determined by the Chief or unless by agreement by the Chief and the employee. Any employee forced to stay over shall be compensated at the double time rate of pay but only if the shift is first attempted to be filled via the overtime article.

## **ARTICLE XI**

### **MEAL PERIOD**

Employees working six (6) or more hours in any day shall be excused from duty for up to 30 minutes on such days to have a meal break. Such meal break shall be taken in the police department. Meal breaks shall be scheduled in accordance with the needs of the department and shall be granted, provided a certified dispatcher is available for coverage, ~~if possible at the middle of the shift.~~

## **ARTICLE XII**

### **HOLIDAY PAY**

When a member is scheduled to work the following holidays they will be paid at time and one half.

New Year's Day                      Memorial Day  
Labor Day                              Fourth of July Labor Day  
Thanksgiving Day                  Christmas Day

Any officer who voluntarily accepts an overtime shift on one of the six days identified above will be paid for the holiday and for the actual hours worked on that holiday.

~~HOLIDAY PAY ROLLED INTO BASE PAY RATE EFFECTIVE FISCAL YEAR 2010 — Per Ch. Livingston~~

~~In recognition of the schedules of employees, the town shall pay regular, full-time employees thirteen and one-half (13 ½) days of straight time pay annually which shall be classified as holiday pay. Holiday pay shall be paid in two equal installments annually. Holiday pay shall be calculated as one-fifth of regular weekly pay and shall be considered premium pay and shall be excluded from the calculation of the overtime rate.~~

~~The following days represent the 13 ½ holidays referenced above~~

~~New Year's Day                      Veterans Day~~  
~~Martin Luther King's Birthday                  Half day before Thanksgiving (last half)~~  
~~President's Day                              Thanksgiving Day~~  
~~Patriot's Day                                  Day after Thanksgiving~~  
~~Memorial Day                              Half day before Christmas (last half)~~  
~~Independence Day                          Christmas Day~~  
~~Labor Day                                      Half day before New Year's (last half)~~  
~~Columbus Day~~

## **ARTICLE XIII**

### **CLOTHING ALLOWANCE**

~~CLOTHING ALLOWANCE ROLLED INTO BASE PAY RATE EFFECTIVE FISCAL YEAR 2010 — Per Ch. Livingston~~

~~Section 1: The town shall provide each employee an initial uniform issue of two pairs of pants, four shirts (two long-sleeves and two short-sleeves) and one tie. The town may provide these items or may give the employee cash, a cash reimbursement or a voucher.~~

~~Section 2: Each regular full-time employee shall receive an annual clothing allowance for maintenance and replacement of uniforms of \$400.00.~~

~~-Each full-time employee uniform allowance change to \$600.00. — Tentative Agreement 5/12/11~~

~~Section 3: Each regular part-time employee shall receive an annual clothing allowance for maintenance and replacement of uniforms of \$200.00.~~

~~-Each part time employee uniform allowance change to \$300.00. — Tentative Agreement 5/12/11~~

~~Section 4: Employee clothing allowance expenses will be reimbursed upon the submission of receipts for qualified clothing allowance purchases. Receipts not submitted on or before June 30 of the fiscal year for which the allowance is available shall not be processed. Clothing allowance not used may not be transferred from one year to the next. Receipts shall be processed as soon as practicable in the normal warrant process.~~

~~-Clothing allowance stipend will be given once a year on July 1 of each year. — Tentative Agreement 5/12/11~~

## ARTICLE XIV

### VACATIONS

Section 1: Employees who have been in the continuous full time or permanent part time employ of the bargaining unit for less than one (1) year of employment in any year shall be entitled to a vacation of one day per month worked, not to exceed ten (10) days, at regular pay.

Section 2: Employees who have been in the continuous full time or permanent part time employ of the bargaining unit for at least one (1) year from the day of employment shall be entitled to ten (10) days of vacation at regular pay.

Section 3: Employees who have been in the continuous full time or permanent part time employ of the bargaining unit for at least five (5) years from the date of employment shall be entitled to ~~fifteen~~ twenty (20) days of vacation at regular pay.

Section 4: Employees who have been in the continuous full time or permanent part time employ of the bargaining unit for at least ten (10) years from the date of employment shall be entitled to ~~twenty~~ five (25) days of vacation at regular pay.

Section 5: Employees who have been in the continuous full time or permanent part time employ of the bargaining unit for at least twenty (20) years from the date of employment shall be entitled to twenty-five (25) days of vacation at regular pay.

~~Section 6: Employees that have been in the continuous full time or part time employees of the bargaining unit for at least fifteen (15) years from the date of the employment shall be entitled to twenty-five (25) days of vacation at regular pay.~~

Section 6: The amount of an employee's vacation pay shall be equal to the number of hours worked in a regular work week multiplied by the employee's straight time hourly rate multiplied by the number of weeks to which he is entitled.

Section 7: Vacation leave for eligible employees shall accrue monthly.

Section 8: The vacation schedule shall conform to the requirements of the town and all vacations are subject to the approval of the town. The number of employees who may take time off for vacation at any one time shall be subject to the needs of the town.

Section 9: Vacation periods shall be selected annually and shall be granted on the basis of seniority. The town shall not be required to grant the same vacation period to two or more employees. Subject to the needs, requirements and proper functioning of the town, the town will be guided by the following policies:

- (a) Two (2) weeks of vacation shall be granted during the period June 1 to September 15 to as many employees as can be permitted to take time off during said period and still maintain appropriate town services.
- (b) Seniority by date of ~~permanent~~ appointment to the bargaining unit shall determine priority in the selection and allocation of time off for vacation.
- (c) If an employee, because of illness or accident, is unable to begin his vacation when scheduled, the employee shall notify the department in advance of the date when the vacation is to begin, and if this is not possible, the employee shall notify the department as soon thereafter as possible as to his inability to have started his vacation as scheduled, and under these circumstances, the employee will not be charged with vacation time.
- (d) The vacation schedules shall be posted. No employee who is entitled to more than two weeks of vacation leave shall choose such additional vacation leave until every employee who is entitled to two weeks of vacation leave has chosen same.
- (e) An employee may take vacation time as single days provided that notice to do so is provided to the supervisor at least 24 hours in advance. No more than one (1) employee may be granted a single vacation day at the same time.

Section 10: Up to ten (10) days of vacation leave may be carried from one year to another with the approval of the Town Manager for extenuating circumstances. Any carry-over vacation must be used by December 1.

Section 11: Vacation entitlement shall be credited on July 1. On the fifth, tenth, fifteenth and twentieth anniversary date of hire, employees shall be entitled to five (5) days of vacation as described above to be used prior to the next July 1.

Section 12: Employees terminated without having been granted the vacation to which they are entitled under this Article shall be paid an amount in lieu of such vacation.

## **ARTICLE XV**

### **SICK LEAVE**

Section 1: Employees after three months of employment in the bargaining unit shall be credited with sick leave at the rate of one and one quarter days per month for a total of ~~fifteen (15)~~ twelve (12) days per calendar year, the same to be cumulative, provided however that the town may require an employee to present a doctor's certificate if the employee is absent on sick leave for ~~three~~ four days or more, or if, in the sole discretion of the supervisor, the employee's pattern of sick leave use warrants

submission of a doctor's certificate. Notification of illness must be made as early as possible, but no later than the time of reporting to work on the first day of illness, whether to the immediate supervisor or to the ~~town~~ Town manager ~~Manager~~.

Employees will be allowed to use sick time for their personal medical appointments, medical procedures, and any time needed after the medical procedure.

Section 2: Sick leave shall be granted for sickness or injury in the immediate family in the amount of five (5) days per year if a doctor's certificate is provided certifying to the illness or injury. Such time shall be deducted from sick leave.

Section 3: Any employee hired after July 1, 2014 shall receive no sick leave buyback unless said employee is transferring into their bargaining unit from another general government bargaining unit under which he/she enjoyed such a benefit. In no case, however, shall any such transferring employee receive a sick leave buyback benefit greater than the benefit realized by employees of this bargaining unit that have been hired before July 1, 2014.

An employee hired prior to July 1, 2014 with at least five years of service to the town, upon retirement, or death shall be entitled to a lump sum payment. Payment for an employee retiring or dying while employed shall be computed by multiplying 40% of the employee's unused accumulated sick leave times the daily rate of the employee's position to a maximum of ~~75~~ sixty (60) days ~~days'~~ pay. In the event of retirement, notice shall be given ninety days prior to the effective date of retirement. If notice is not given prior to the end of one fiscal year that retirement shall occur in the next fiscal year, the town may delay payment of the lump sum until the fiscal year following the fiscal year in which the employee retired.

Section 4: If an employee is directed to obtain a physical examination to return to work, the fee for such examination shall be at the expense of the town by a physician appointed by the town.

Section 5: If an employee is injured at work for which compensation under M.G.L., C. 152, is granted, accumulated sick leave may, at the option of the employee, be used to make up the difference between employee's full pay and the amount of worker's compensation. An employee shall make the town whole for any sick leave in excess of this difference. Claims made under MGL are not subject to the grievance and arbitration clause of this contract.

Section 6: Employees in the service of the Town for one year or more shall be granted ~~two~~ three days of personal business leave each year. This leave shall not be taken from sick leave and shall not accumulate as personal time. Unused personal days shall be converted to and accumulate as sick leave at the end of the fiscal year. In the first year of service employees hired between July 1 and December 31 will be granted one day under the same conditions.

Section 7: A Dispatcher not using a sick day for any (~~43~~) ~~four~~ three month period within a calendar year shall be granted a personal day for that time period. Earned personal days may be used in the same way as the town granted personal days.

## ARTICLE XVI

### BEREAVEMENT LEAVE

A Dispatcher who is absent from work solely because of the death and funeral of his/her spouse or his/her spouse's grandparent, parent, brother, sister, or child, will be paid for the time lost by him/her from his/her regular schedule by reason of such absence up to a maximum of five (5) working days for each absence. A Dispatcher shall receive up to three (3) working days for the death of all other relatives. This is not charged to sick leave or vacation time.

~~Section 1: Bereavement leave up to three (3) working days will be granted to an employee for which he will be paid his regular hourly rate of eight hours per day at regular time in the event of a death in his immediate family. The term "immediate family" is defined as spouse, child, father, mother, sister, brother, mother-in-law or father-in-law, grandparent, grandchild. An employee may be granted up to five days bereavement leave at the sole discretion of the Town Manager.~~

~~Section 2: Bereavement leave will be granted to an employee in the event of a death for members of his family, other than those specified above, at the discretion of the Town Manager.~~

~~Section 3: Bereavement leave, as indicated in Section 1 above, in excess of three (3) days may be granted at the discretion of the Town Manager.~~

## ARTICLE XVII

### FAMILY AND MEDICAL LEAVE

Section 1: In accordance with the provisions of the ~~federal~~ Federal Family and Medical Leave Act of 1993 (FMLA) employees having completed at least twelve (12) months of service or who have actually worked at least 1,250 hours during the preceding twelve (12) months, shall be entitled to take up to twelve (12) weeks of unpaid leave for any of the following purposes:

- (a) The birth of the employee's child, and in order to care for the newborn child;
- (b) The placement of a child with the employee for adoption or foster care;
- (c) The need to care for the employee's spouse, child or parent who has a serious health condition;
- (d) The employee's own serious health condition that renders the employee unable to perform the functions of their position.

Section 2: Employees requesting leave pursuant to this policy must notify the town at least thirty (30) days prior to anticipated leave. If such leave was not foreseeable, employees must notify the town as soon as practicable.

Section 3: In order to be eligible for leave under this policy, employees shall provide certification ~~form~~ from a health care provider to substantiate any leave due to the health condition of the employee or the employee's immediate family member.

Section 4: The town will continue its contributions to group health plan premiums for employees on FMLA leave. Employees shall pay their applicable percentage of the premium while on such leave.

Section 5: Employees on FMLA leave must use any accrued vacation, personal, or compensatory leave while on such leave. Employees on FMLA leave for section 1 (a) ~~(b)~~ or (c) may use any accrued sick time while on such leave. Employees shall continue to accrue vacation and sick leave while on FMLA leave.

Section 6: Upon the termination of FMLA leave, employees shall be restored to their former or similar position. Prior to reinstatement, employees taking leave for section 5.7-1 (d) must present a certification ~~from~~ a health care provider that the employee is able to return to work.

## **ARTICLE XVIII**

### **MATERNITY LEAVE**

Section 1: Pursuant to the provisions of MGL Chapter 149, Section 105D, female employees having completed at least three (3) consecutive month of full-time service may take up to eight (8) weeks of maternity leave for the following reasons:

- (a) The birth of the employee's child;
- (b) The placement of a child with the employee for adoption or foster care

In the event a female employee is eligible for both FMLA and maternity leave, that employee's leave will be charged to both forms of leave simultaneously.

Section 2: Employees requesting leave pursuant to this policy must notify the town at least two (2) weeks prior to ~~anticipated~~ anticipate leave.

Section 3: Employees on maternity leave may use any accrued vacation, personal or compensatory leave while on such leave. Use of accrued sick leave may be taken during the period of pregnancy related disability.

Section 4: Upon the termination of maternity leave, employees shall be restored to their former or similar position.

## **ARTICLE XIX**

### **OTHER LEAVES OF ABSENCE**

Section 1: Leaves of absence, other than FMLA or Maternity Leaves, may be granted by the ~~T~~town ~~manager~~ Manager, but shall be without compensation. Leaves of absence of over six (6) months' duration shall be considered a break in employment and upon return to work the employee shall have the status of a new employee, unless an extension of leave beyond six months has been authorized by the ~~T~~town ~~manager~~ Manager in advance.

Section 2: Small Necessities Leave Act: As provided in Massachusetts General Laws, Chapter 149, section 52D, employees may be entitle to leave of up to 24 hours per year for participation in certain school activities of a son or daughter; to accompany a son or daughter to routine medical or dental appointments; or to accompany an elderly relative to appointments for routine medical, dental or other professional services. Benefits shall be limited to those provided in that section.



## ARTICLE XX

### JURY DUTY

Section 1: If an employee is called to Jury Duty, he shall receive an amount equal to the difference between his normal daily compensation at straight time rates and the amount (excluding any travel allowance) received from the court, upon presentation of evidence of the amount paid by the court.

Section 2: An employee required by the Town Manager to appear in behalf of the town in court or before town boards, shall be compensated at the appropriate rate.

Section 3: If an employee is required to attend court on a matter relating to his/her employment, but not at the direction of the Town Manager, he/she may be paid the appropriate rate at the sole discretion of the Town Manager.

## ARTICLE XXI

### MILITARY TRAINING

Full time employees with continuous employment with the town, who are required to report for temporary summer or some other like period of training in the military forces of the United States or of the Commonwealth, shall be paid an amount equal to the difference between compensation for a normal working period of two (2) weeks and the amount paid for military leave with his regular vacation period.

## ARTICLE XXII

### HEALTH AND WELFARE

~~The town agrees to continue health and welfare plans including medical insurance such as Blue Cross/Blue Shield, Extended Coverage, and Group Life Insurance, presently in effect for employees working twenty hours per week or more. The town shall be responsible for 60% of the premium, the employee 40%.~~

22.1 The Town will provide health insurance through the Group Insurance Commission (GIC) a previously agreed upon by the union through June 30, 2019. The health insurance plans offered and the corresponding cost sharing is outlined below:

60%/40% Split

The Town will contribute sixty (60%) of the premium or cost for the following preferred provider (PPO), indemnity, and HMO plans and the subscriber shall contribute forty percent (40%):

HPHC Independence

Tufts Navigator

Fallon Select

Unicare Basic

Unicare Plus

HPHC Primary Choice

**65%/35% Split**

The Town will contribute sixty-five (65%) of the premium or cost for the following health maintenance organization (HMO) plans and the subscriber shall contribute thirty-five percent (35%):

Neighborhood Health

Health New England

Tufts Spirit

Fallon Direct

Unicare Community Choice

22.2 All retired Dispatchers are eligible to continue under the Town's group life insurance plan for the maximum allowable benefit, as well as the appropriate health insurance program, provided the premium is paid by the retiree to the Town in advance of the due date.

22.3 The Town and the Union agree that if any portion of the parties' negotiated health insurance plan will not be in compliance with any provisions of the ACA, as it may be amended, during a current or the following plan year, parties shall also follow the procedure below:

- a. It is agreed that the Town or Union may immediately reopen this Agreement solely for the purpose of negotiating any changes in the health insurance plan that may be necessary to avoid the application of the Cadillac Tax and/or to stay below the cost thresholds detailed above to the Town or any plan administrator, insurer, risk pool or plan participant, or to assure that the plan is legally compliant. An initial bargaining session shall be held within ten (10) business days of a request to reopen, unless another schedule is agreed to by the parties. The Town shall assist the Union in obtaining plan design and pricing information from insurance providers.
- b. If within ninety (90) days of either party's request to reopen this Agreement, the parties are unable to agree on changes in the health insurance plan necessary to avoid the Cadillac Tax and/or achieve legal compliance, then the issue shall be submitted to expedited binding interest arbitration. The interest arbitration shall proceed as follows:

1. The parties agree that the special nature of this issue may require an arbitrator with specific knowledge of the ACA; therefore, the parties will make every effort to mutually agree on an

- arbitrator with such specialized knowledge. If the parties cannot agree upon an arbitrator, an arbitrator shall be selected using the procedures described by the American Arbitration Association.
2. The interest arbitration hearing shall be held no later than thirty (30) days after either party declares that the reopened negotiations on health insurance are at impasse, unless otherwise agreed to by the parties.
  3. The Town and the Union shall each submit to the selected arbitrator a proposal for modifying the negotiated health insurance. The Town and the Union shall exchange their proposals not less than ten (10) days prior to the arbitration hearing.
  4. The arbitrator shall be empowered to select either the Town's proposal or the Union's proposal ("final offer" arbitration) and is expressly not empowered to fashion his or her own modifications to the negotiated health insurance plan.
  5. In selecting between the Town's and the City's proposals, the arbitrator shall consider only the following criteria:
    - i. That the modification avoids the application of the Cadillac Tax and/or sufficiently reduces premium and HSA contribution to remain below stated thresholds to the Town or any plan administrator, insurer, risk pool or plan participant, that provides or participates in the health insurance benefits, and/or assures that the plan is legally compliant;
    - ii. That the modification does not increase the employee percentage contribution to health insurance premiums;
    - iii. That the modification does not make material alterations in the scope of coverage. "Material alterations" shall not include changes in office co-pays, deductibles, or prescription drug plans.
  6. Considering the factors described in paragraphs 5(i)-(iii), the arbitrator shall select, as between the Town and Union proposals, the alternative that achieves the necessary result while differing the least from the negotiated health insurance benefit.
  7. Nothing herein shall be construed as requiring the Town or the Union to submit any other dispute that may arise between them to interest arbitration.
  8. Notwithstanding the language of Article 22, should this Agreement expire without a successor Agreement approved by the parties, this article and the process described herein, shall remain in effect until a successor Agreement is reached.

## **ARTICLE XXIII**

### **PART TIME EMPLOYEES**

Section 1: Employees scheduled for less than full time hours shall have their benefits, holidays, sick leave, vacation, personal time, and longevity bonuses pro-rated based upon the percentage their hours bear upon full time service.

Section 2: Part time seniority shall not count against full time service except to prevent being bumped. The regular part time employee in service in the department as of July 1, 2000 may exercise his seniority in accordance with Article XXIV (Seniority) section 7 for the first two openings after the start of Fiscal 2001.

## ARTICLE XXIV

### SENIORITY

Section 1: Communications dispatchers hired into the bargaining unit on or before the effective date of the ~~RY-FY~~ 2001 contract, seniority shall be defined as length of consecutive service to the town. Otherwise, except for longevity and vacation, seniority shall be the length of service in the bargaining unit.

Section 2: Seniority shall accumulate during the first twelve (12) months of an absence due to illness, injury, layoff for lack of work or funds, or other authorized leave of absence.

Section 3: In the event it becomes necessary to lay off employees, the principle of seniority shall control classification. The least senior employee in the job classification affected by the layoff shall be the first laid off. Such employee due to be laid off shall have the right to bump other employees in the lower classification having less seniority, provided the employee retained has the ability to do the work.

Section 4: Seniority shall be broken when an employee (a) resigns, (b) retires, (c) is discharged, (d) is unable or otherwise fails to return to work at the expiration of an authorized leave of absence, (e) is laid off for a period of time in excess of the length of service held at time of layoff, (f) fails to return to work within a period of five (5) working days following receipt of notice of recall, or (g) is absent for more than three (3) days without notice to the town of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) working days without loss of seniority or recall rights.

Section 5: An employee whose seniority is broken under provisions of Section 4 (e) of this Article will be accorded preference for rehire in the event an opening occurs in the position from which the employee was laid off, or in any other position which such individual can perform, provided such opening occurs within three (3) years of the date the employee was terminated and further provided such opening is not filled by a bargaining unit employee in accordance with the Job Posting and Bidding provisions of this Agreement.

Section 6: A newly hired employee shall be considered a probationary employee for the first six months of this employment. A probationary employee may be discharged as exclusively determined by the town and no such discharge of a probationary employee may be made the subject matter of the grievance or arbitration provisions of this Agreement. A probationary employee who is continued in the employ of the town beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire to the position in the bargaining unit. A non-probationary employee shall be entitled to cause if the employee is to be disciplined or discharged.

Section 7: The principles of, first, the town's exclusive ~~judgement~~judgment of the employee's skill, ability, performance and experience, and second, seniority, shall control in the filling of vacancies. The employee so promoted or transferred shall be on trial for the first ninety (90) days, but the town may, at

any time within that period, if the town determines that the Employee is not suitable for the job, return him to his former job or a comparable position of like status and pay.

Section 8: Employees with an identical seniority date shall at the implementation of this Agreement draw lots to determine relative seniority dates for shift bids and vacation preference. This seniority shall rotate each six months. Shifts shall be bid as six-month assignments and shall be bid in January and July in each year.

## **ARTICLE XXV**

### **SAFETY CODE COMMITTEE**

Section 1: The town from time to time may make reasonable regulations for the safety and health of the employees in the performance of their duties.

Section 2: Before any new regulation pertaining to the safety and health of the employees is established, the town shall send a copy of the proposal to the union representative for review. Either party may request a conference on a proposal. Standard safety practices and common sense shall prevail.

Section 3: A safety committee consisting of two (2) representatives of the town and two (2) representatives of the union shall be appointed and shall meet from time to time to discuss such regulations or other matters relating to health and safety.

Section 4: In the event the Town establishes a town-wide safety committee, the Emergency Communications Unit shall have at least one seat.

## **ARTICLE XXVI**

### **JOB POSTING**

Section 1: All vacant positions will be posted in-house for 7 days before the posting is publicized. The Town of Winchendon will give a copy of the job posting to the local president before it is posted.

Section 2: The successful, internal applicant, if any, shall be given a ninety (90) day trial and training period in the new position at the applicable rate.

Section 3: An employee who fills a vacancy of a higher classification in excess of ten (10) continuous working days will thereafter be entitled to the pay scale of the higher classification for as long as the employee fills the vacancy in the higher classification.

Section 4: Section 1 shall not be construed to prevent temporary appointments or the creation of temporary positions where public need or good so requires, as determined by the town manager, generally not to exceed (30) days.

## ARTICLE XXVII

### LABOR MANAGEMENT MEETINGS

Section 1: The union shall designate a standing committee of two (2) employees of the bargaining unit whose rates and conditions of employment are covered by this Agreement. The committee may, at the request of either party, meet with the Town Manager or Town Manager's designee, from time to time for the purpose of discussing matters falling within or arising out of the scope of this Agreement. Such meetings shall be held at times and places convenient to both parties.

Section 2: The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed. The submitting party shall give to the other party a ten (10) day notice.

Section 3: In any case, a meeting of the Committee shall be held once every three (3) months.

## ARTICLE XXVIII

### MISCELLANEOUS PROVISIONS

Section 1: Should any provision of this Agreement be found to be in violation of any Federal or State law, by a court of competent jurisdiction, all the other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2: (Access to Premises) The town agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council 93, to enter the premises at reasonable notice ~~and with~~ prior permission ~~has been previously~~ granted; such permission shall not be unreasonably denied.

Section 3: (Employee Records) In accordance with the provisions of Massachusetts General Laws, Chapter 149, Section 52C, current and former employees have the right to review their personnel files. Employees must make a written request to review and/or receive a copy of their personnel file. If there is disagreement with any information in the personnel record, the town and the employee may mutually agree to remove or correct it. If agreement is not reached, the employee may submit a written statement explaining the disagreement. The statement will be retained ~~in the personnel designated supervisor which is to be retained by the town~~ in the employee's personnel file shall be show to record. If the statement upon which there was original disagreement is transmitted to a third person, the employee's written response will also be transmitted. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management, the employee shall certify in writing that he has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign such statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter.

Section 4: (Announcements) Announcements shall be posted in conspicuous places where employees have access. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post inflammatory written material on such bulletin boards.

Section 5: (Pay Schedule) Employees shall receive payment of their pay every week. Pay week shall be from Sunday to Saturday, inclusive. Payment of overtime in all instances shall be made on the paycheck on the week immediately following overtime worked. Sick leave, vacation time and compensatory time shall be posted on employee's check stub.

Section 6: (Reprimand) If a supervisor or town manager has reason to orally reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before the public and/or other employees.

Section 7: (Indemnification) In conjunction with Chapter 258 of the General Laws, the town agrees to provide insurance coverage for indemnification for employees liability. Actions under this section shall not be subject to the grievance and arbitration clause of the contract.

Section 8: (In-Service Training) ~~The~~the town may assign employees to attend conferences, in-service training programs, practical skills courses, and similar programs. Assignment to such programs shall be at the supervisor's discretion. Employees attending such programs shall be paid for such attendance at the regular rate of pay and shall be reimbursed for reasonable expenses. Employees may be excused from attendance at a particular program at the discretion of the Supervisor or Town Manager. Mandatory meetings and/or mandated training shall be compensated for all time required. An employee may request to attend, during working hours without loss of pay, ~~courses~~courses, or training sessions which relates directly to his office's activities or to related skills which would enhance or improve the operations of the office. Such attendance must be approved by the Town Manager. The Town Manager may request that compensatory time instead of pay be granted to an employee who attends any afterhours training or compensatory time. The Town of Winchendon will pay for two (2) courses or training sessions a year which are related to the ~~employees~~employee's job field that is not included on the mandatory list:            (Subject to appropriation)

Section 9: (Mileage Reimbursement) - Reimbursement of mileage will be the ~~set~~ amount set by ~~of~~ the federal government.

Section 10: (Temporary Employees) The Town may hire temporary employees as a second dispatcher during the months of June, July, August and September. Temporary employees shall work with a fully trained dispatcher at all times, unless the temporary employee has received the appropriate training. Temporary employees shall not be eligible for any benefits contained in this Agreement and temporary pay rates shall be set by the town.

Section 11: (Administrative Dispatcher) An Administrative Dispatcher position shall be created. This position must work either all 7-3 shifts or the 7-3/3-11 split shifts as established.

The employer reserved the right to require the Administrative Dispatcher to work all 7-3 shifts, as of January 03 shift bid.

This position and its hours shall be evaluated in the negotiations for the successor agreement.

The Administrative Dispatcher shall be compensated by a \$4,000 stipend ~~payable ½ in December and ½ in June each year~~ half of which will be split among other full time dispatchers for added tasks, to be rolled into the base salary at the following rate: \$.9615 for administrative dispatcher and \$.3205 for the full time dispatchers respectively.

The position shall begin with the signing of this agreement and for the remainder of FY02 the stipend shall be prorated.

Section 12: Administrative Dispatcher and Full Time Dispatcher added duties and tasks will be spelled out in the Winchendon Communication Center Protocol.

Section 13: The Winchendon Communication Center will adhere to the State Mandated Emergency Medical Dispatch, utilizing Powerphone protocol and quality assurance on July 1, 2012, per department policy on Emergency Medical Dispatch.

## **ARTICLE XXIX**

### **CLASSIFICATION PLAN AND PAY RATES**

The classification and pay rates are attached hereto and incorporated herein as Appendix A.

Employees shall receive the following increase in pay:

~~FY05~~FY17-~~18.05~~%

~~FY06~~FY18-~~61.5~~%

~~FY07~~FY19-~~71.5~~%

## **ARTICLE XXX**

### **LONGEVITY**

Longevity payments shall be made to employees according to the following schedule: Longevity shall be established as ~~in an~~ initial .10/hour for each five years of service, as steps. General wage increases shall apply to each employee's longevity with the fixed .10/hr. increments added on or about the employee's tenth, fifteenth, twentieth, and twenty-fifth anniversaries. Five (5) year longevity amount will be .16/hour.

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For employees hired after July 1, 2001, only full-time or ~~permanent~~ part-time shall count toward longevity.

## **ARTICLE XXXI**

### **DRUG AND ALCOHOL FREE WORKPLACE**



Section 1: It is the intent and obligation of the town to provide a drug-free and alcohol-free work environment for all employees. No employee shall report to work under the influence of alcohol or illegal drugs. Employees are expected and required to report to work in appropriate mental and physical condition for work.

Section 2: The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, or the use of alcohol, on town premises, in town vehicles, or while on duty, is absolutely prohibited. If it is determined that there are violations of this policy, appropriate disciplinary action will be taken in accordance with the provisions of this collective bargaining agreement.

Section 3: As required by federal law, employees directly engaged in the performance of work pursuant to the provisions of a federal grant or contract must, as a condition of employment, abide by the terms of the above policy and must report any conviction under a criminal drug statute to the ~~T~~town ~~manager~~ Manager within five (5) days after conviction.

## **ARTICLE XXXII↓**

### DURATION

This agreement shall be effective as of July 1, ~~2004~~ 2016 and shall remain in full force and effect until June 30, ~~2007~~ 2019, and from year to year thereafter unless either party notifies the other party prior to ninety (90) days prior to the termination date, of its desire to terminate or modify this contract. Such notification shall be by certified United States mail to the responsible signatories of this contract.

IN WITNESS THEREOF, the parties have executed this Agreement this ~~3rd~~ day of October  
20 ~~16~~ 16.

TOWN OF WINCHENDON

AFSCME, COUNCIL #93

Keith R. Hickey

TOWN MANAGER

\_\_\_\_\_  
 President

AFSCME, COUNCIL #93 AFL-CIO