

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, 2022 through June 30, 2025

AFSCME Council 93, Local 1717
July 1, 2022 – June 30, 2025

Town _____ Union _____

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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 and in their capacity as matrons in the town of Winchendon as defined in the Labor Relations Commission Case No. 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, 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 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,

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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

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, 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, or slowdown or withhold services from the town, such employee shall be subject to disciplinary action, including discharge.

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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 10th day of the succeeding month.

Section 2: The Employer agrees to provide the Union upon written request every six months electronically the following information:

- a. An up-to date- seniority list of all dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.
- b. An up-to date- seniority list of all non-dues paying bargaining unit employees with the following information: Names, address, phone numbers, dates of hire, rate of pay, classification (full-time or part-time), and department or location of work.

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 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 Town Manager, 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.

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ARTICLE VII

DISCIPLINE AND DISCHARGE

Section 1: The town shall have the right to discipline or discharge any 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 an 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 seven 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.

Section 3: A written notice not resulting in a suspension shall be invalidated after a period of eighteen (18) months from the date of said warning notice.

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 Chief of Police within seven working days of the date of the grievance or the employee's knowledge of its occurrence. The Chief of Police shall attempt to adjust the matter and shall respond to the Steward in writing within five working days.

Step Two: If the grievance remains unsettled, it shall be presented to the town manager in writing within seven working days after the response of the immediate supervisor is due. The Town 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 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 Department of Labor Relations.

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.

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- 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:

	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	

Section 4: The Employer agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. The Union agrees that its consent to a change will not be unreasonably withheld.

ARTICLE X

OVERTIME

Section 1: Employees covered by this Agreement shall be paid overtime at the rate of 1½ 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 compensatory time at 1½ times in lieu of pay for overtime. Full time dispatchers agree compensatory time can only be used if the shift is being filled by a per diem employee. The union will allow the Town to offer the overtime to cover a dispatcher using compensatory time to 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 1½ 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 1½ times the entry-level patrol officer position or 1½ times his/her rate, whichever is greater, and be guaranteed a minimum of three (3) hours. If a dispatcher has to assist in escorting a prisoner to another town, the dispatcher will receive time and one half the entry level officer's position.

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.

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 and 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: Should there be discrepancies among employees, the town will be given until the next pay 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 6: 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 7: 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.

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

July 1, 2022- June 30, 2023: Add 3 holidays

1. Juneteenth
2. Columbus Day
3. Christmas Eve

July 1, 2023 -June 30, 2024: Add 3 holidays

4. MLKDay
5. Patriots Day
6. Veterans Day

July 1, 2024- June 30, 2025: Add 2 holidays

7. Presidents Day
8. Day before Thanksgiving

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

ARTICLE XIII

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 twenty (20) days of vacation at regular pay.

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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: 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 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 one half (1/2) of annual accrual 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 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 XIV

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 day per month for a total of 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 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 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 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 upon separation of employment 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 for unused sick leave. Payment for unused sick leave for an employee who retires or dies while employed shall be computed by multiplying 40% of the employee's unused accumulated sick leave times the employee's daily rate of pay, up to a maximum of sixty (60) days. 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 paid by the town, and the examination shall be conducted 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 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 (3) 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 XV

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.

ARTICLE XVI

FAMILY AND MEDICAL LEAVE

Section 1: In accordance with the provisions of the Federal Family and Medical Leave Act of 1993 (FMLA), employees having completed at least twelve (12) months of service and 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 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.

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 XVII

PARENTAL LEAVE

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

- (a) The birth of the employee's child; or
- (b) For the placement of a child under the age of 18 (or under the age of 23 if the child is mentally or physically disabled) for adoption.

In the event an 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 the anticipated leave.

Section 3: Employees on parental 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 exhaustion of leave taken under this policy, employees shall be restored to their former or similar position.

ARTICLE XVIII

OTHER LEAVES OF ABSENCE

Section 1: Leaves of absence, other than FMLA or parental Leaves, may be granted by the Town 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 Town Manager in advance. Employees shall not accrue paid leave while out on an unpaid leave of absence.

Section 2: Small Necessities Leave Act: As provided in Massachusetts General Laws, Chapter 149, section 52D, eligible employees may be entitled to unpaid 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 XIX

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 on 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 XX

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 National Guard, 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

ARTICLE XXI

HEALTH AND WELFARE

22.1 The Town agrees to provide group health insurance for all employees working twenty (20) hours per week or more to eligible employees. 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%):

MIIA HMO Blue NE

MIIA PPO

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%):

MIIA HMO Select

All retired Dispatchers are eligible to continue coverage 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.

22.1 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 expedite 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 XXII

PART-TIME AND PER DIEM 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: Per Diem employees are those who are not regularly scheduled, but who are assigned to fill full-time shifts. It is understood that Per-Diem employees are not employees in the bargaining unit. The Employer agrees that Per-Diem employees will not be used to erode the bargaining unit.

ARTICLE XXIII

SENIORITY

Section 1: Seniority shall be the length of service in position.

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 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 XXIV

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. The Town may implement a new regulation once notice and opportunity to bargain have been provided to the Union.

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 XXV

JOB POSTING

Section 1: All vacant positions, new positions and promotions that the Town wishes to fill, 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 posting will contain the minimum qualifications, skill requirements, work year, workweek, wages, and job description for the posted position.

Section 3: All such vacancies will be filled by awarding the position in a reasonable timely manner following the end of the posting period based upon the Town's judgement of the employer's skill, ability, performance, and experience, and seniority, shall control in the filling of vacancies.

Section 4: 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 5: 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 6: 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 XXVI

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 XXVII

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 with prior permission 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 employee's personnel file and shall be shown 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) To the extent required and permitted by G.L. Chapter 258, the town agrees to provide insurance coverage for indemnification for employee liability. Actions under this section shall not be subject to the grievance and arbitration clause of the contract.

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Section 8: (In-Service Training) 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, 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 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 amount set by 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 position will be assigned by the Chief of Police

Assignments will be based on the following:

1. Letter of interest
2. Qualifications
3. Capability of doing the job/hours
4. Seniority
5. Recommendation of Supervisors

The Town, at its sole discretion, may discontinue the Administrative Dispatcher position at any time.

Section 12:

Part Time Administrative Dispatch position will be a full time position split between dispatch and admin.

The position will be assigned by the Chief of Police

Assignments will be based on the following:

1. Letter of interest
2. Qualifications

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3. Capability of doing the job/hours
4. Seniority
5. Recommendation of Supervisors

The Town, at its sole discretion, may discontinue the part time Administrative Dispatcher position at any time.

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

ARTICLE XXVIII

CLASSIFICATION PLAN AND PAY RATES

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

Employees shall receive the following cost-of-living increases:

FY23	2.5%
FY24	2.5%
FY25	2.5%

Section 2: The minimum rates of pay, job classifications and respective grade for all employees shall be set forth in Appendix A. Employees who have completed their probationary period shall advance one Step on July 1st of each year.

Section 3: The Employer may hire at any step on the compensation plan based on their work experience and qualifications. In such an event, present employees in the same job classification having relatively equal experience and qualifications as the new hire shall be paid a rate at least equal to that of the new hire.

Section 4: Head Dispatcher Stipend- Employees who are assigned as Head Dispatchers, required to perform state tasks, audits, and being available 24/7 to answer questions, and other necessary duties, shall receive an annual stipend of \$2,800.

ARTICLE XXIX

PERFORMANCE EVALUATION

Section 1: Employees will be subject to an annual performance evaluation.

Section 2: Each evaluation shall include a follow-up conference between the employee and the Supervisor in a reasonable timely manner of the completion of the conference. Following the conference, the employee shall return the signed evaluation, along with any written comments, to the Supervisor.

Section 3: In the event that the written evaluation identifies areas needing improvement, the Supervisor must provide recommendations in writing for improving those areas. After the employee receives such recommendations, at least thirty (30) days shall elapse prior to subsequent evaluations, to allow the employee to benefit from recommendations for improvement.

ARTICLE XXX

LONGEVITY

Longevity payments shall be made to employees according to the following schedule:

5 yrs. - 9 yrs. of service	\$500
10 yrs. - 14 yrs. of service	\$750
15 yrs. - 19 yrs. of service	\$1000
20 yrs. -24 yrs. of service	\$1,250
25 or more years of service	\$1,500

Longevity will be paid at the start of the fiscal year annually.

ARTICLE XXXI

DRUG AND ALCOHOL FREE WORKPLACE

I. PURPOSE

This Policy outlines prohibited conduct with respect to controlled substances, marijuana, and alcohol. This Policy complies with the Town's obligations under the Federal Drug-Free Workplace Act, 41 U.S.C. § 8101, et seq.

II. APPLICATION

This Policy applies to all employees of the Town]. Employees whose employment is governed by a collective bargaining agreement are subject only to those provisions of this Policy not specifically regulated by law or agreement.

III. POLICY

It is the Policy of the TOWN to provide employees with a working environment that is free of the problems associated with the use and abuse of alcohol, marijuana, and controlled substances. The use of alcohol, marijuana, or controlled substances is inconsistent with the behavior expected of employees and subjects the TOWN to unacceptable risk of workplace accidents or other failures that would undermine the [Town/City's] ability to operate effectively and efficiently. Although certain uses of marijuana have been legalized in the Commonwealth of Massachusetts, this policy and the following procedures expressly apply to marijuana use.

IV. PROCEDURES

A. The following is prohibited:

1. Off-Duty: Any use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances or marijuana, except, in the case of marijuana, where authorized by Massachusetts law.
2. On Duty: Any consumption of controlled substances, marijuana (with or without prescription) or alcohol, whether on or off TOWN property, or at any other worksite where employees may be assigned, or elsewhere during work hours.
3. The use of controlled substances or marijuana (with or without a prescription), or any use of alcohol on non-working time, to the extent that such use: (i) impairs an employee's ability to perform the employee's job; (ii) adversely impacts the safety of the employee or others; (iii) or affects the reputation of the TOWN to the general public or otherwise threatens its integrity.

B. Employees who are convicted of substance-related violations under state or federal law in the workplace, including alcohol or marijuana related violations, or who plead guilty or *nolo contendere* to such charges, must inform their department head or appointing authority within five (5) days of such conviction or plea. Department heads or appointing authorities shall immediately notify the chief executive and administrative officer.

C. Employees who are convicted or who plead guilty or *nolo contendere* to such drug-related violations, or are found to have consumed or be impaired by controlled substances, marijuana or alcohol while on-duty, may be required to successfully complete a substance abuse or similar program as a condition of continued employment or re-employment with the TOWN.

D. All employees must sign a statement acknowledging that they have been informed of the rules and requirements of the Drug-Free Workplace Act.

V. EMPLOYEE ASSISTANCE PROGRAM

The TOWN recognizes drug and alcohol dependency as an illness and a major public health problem. To that end, the TOWN encourages affected individuals to voluntarily seek medical help. Employees who wish to obtain help in dealing with such problems may contact the Town Manager's Office for a referral to the Town's Employee Assistance Program. The TOWN may independently refer an employee to the Employee Assistance Program or other substance use/abuse counseling agency or program for help, particularly where there is a pattern of deteriorating job performance or excessive absenteeism of the employee associated with substance use/abuse.

VI. SANCTIONS

Substance use/abuse, however, does not relieve an employee of job performance standards and obligations. Violations of any and all provisions of this Policy may result in disciplinary action, up to and including termination from employment.

ARTICLE XXXII**DURATION**

This agreement shall be effective as of July 1, 2019 and shall remain in full force and effect until June 30, 2022, 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 ____ day of _____ 2022.

TOWN OF WINCHENDON

AFSCME, COUNCIL #93

Justin Sultzbach
TOWN MANAGER

Jennifer Caisse
President

AFSCME, COUNCIL #93 AFL-CIO

EXHIBIT A

Dispatch Collective Bargaining									
Proposed Wages Effective July 1, 2022									
Department	Position	Last name	Hourly Wage	Biweekly	Proposed Wage	Bi-weekly Wage	Proposed Annual Adjustment	Grade	Step
Dispatch	Dispatcher	CAISSE	22.74	\$1,819.20	23.31	\$ 1,864.80	\$1,185.60	9	7
Dispatch	Dispatcher Supervisor	COULOMBE	23.31	\$1,864.80	23.31	\$ 1,864.80	\$0.00	9	7
Dispatch	Dispatcher	HOLDEN	22.74	\$1,819.20	23.31	\$ 1,864.80	\$1,185.60	9	7
Dispatch	Dispatcher	LEBLANC	N/A	N/A	21.12	\$ 1,689.60	N/A	9	3
Dispatch	Dispatcher	MEI	22.19	\$1,775.20	22.74	\$ 1,819.20	\$1,144.00	9	6
Dispatch	Dispatcher	WALSH	22.19	\$1,775.20	22.74	\$ 1,819.20	\$1,144.00	9	6

APPENDIX A

AFSCME Council 93, Local 1717
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Town _____ Union _____

Town of Winchendon
FY20 Position Classification Wage Chart

Grades	Steps										
	1	2	3	4	5	6	7	8	9	10	11
1	44.38	45.49	46.63	47.79	48.99	50.21	51.47	52.75	54.07	55.42	56.81
2	40.19	41.19	42.22	43.28	44.36	45.47	46.61	47.77	48.97	50.19	51.45
3	36.40	37.31	38.24	39.20	40.18	41.18	42.21	43.27	44.35	45.46	46.60
4	32.97	33.79	34.64	35.51	36.39	37.30	38.24	39.19	40.17	41.18	42.20
5	29.86	30.61	31.37	32.16	32.96	33.78	34.63	35.49	36.38	37.29	38.22
6	27.05	27.73	28.42	29.13	29.86	30.60	31.37	32.15	32.96	33.78	34.63
7	24.50	25.11	25.74	26.38	27.04	27.72	28.41	29.12	29.85	30.60	31.36
8	22.19	22.74	23.31	23.90	24.49	25.11	25.73	26.38	27.04	27.71	28.41
9	20.10	20.60	21.12	21.65	22.19	22.74	23.31	23.89	24.49	25.10	25.73
10	18.20	18.66	19.12	19.60	20.09	20.59	21.11	21.63	22.17	22.73	23.30
11	16.49	16.90	17.32	17.76	18.20	18.66	19.12	19.60	20.09	20.59	21.11
12	14.93	15.30	15.69	16.08	16.48	16.89	17.31	17.75	18.19	18.65	19.11
13	13.53	13.87	14.21	14.57	14.93	15.31	15.69	16.08	16.48	16.90	17.32

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Town _____ Union _____

PROPOSED CLASSIFICATION PLAN

GRADES AND POSITION TITLES

GRADE	POSITIONS
13	Council on Aging Dispatch
12	Board of Health Recording Secretary Planning Board Recorder Zoning Board Recorder Council on Aging Nutrition Coordinator
11	Cemetery Laborer Council on Aging Janitor Building Superintendent Police Department Custodian Clerical – Assessors DPW Clerk, Land Use Clerk Treasurer-Collector Clerk-Secretary Council on Aging Van Driver Assistant Library Technician
10	DPW Fleet Maintenance Mechanic Assistant to the Fire Chief Administrative Assistant – Town Manager’s Office
9	Assistant Town Clerk Veterans Agent Firefighter-Call Water Operator Assistant Treasurer-Collector Library Technician Public Safety Dispatcher DPW Laborer-Operator 1 Executive Assistant to the DPW Director Executive Assistant to Police Chief
8	Senior Water Operator Principal/Assessor Conservation Agent Council on Aging Food Service Manager Electrical Inspector Plumbing/Gas Inspector Grant Administrator, Planner Firefighter/Paramedic Planning Agent Transfer Station Working Foreman Assistant Town Accountant
GRADE	POSITIONS

7	Chief Water Operator DPW Working Foreman-Cemetery Highway Working Foreman Council on Aging Director Chief Mechanic Wastewater Operator
6	Chief Wastewater Operator Building Inspector Police Detective Fire Lieutenant Town Clerk Health Inspector Financial Manager/Grant Assistant Patrol Officer-PT Patrol Officer Executive Assistant to the Town Manager
5	Director of Development Treasurer-Collector Director of Public Library
4	Town Accountant Police Sergeant Network Administrator
3	Police Lieutenant
2	Fire Chief Director of Department of Public Works
1	Police Chief