

**TOWN OF WINCHENDON
BOARD OF SELECTMEN
EXECUTIVE SESSION MINUTES
MONDAY, JUNE 27, 2022**

Town Hall, 109 Front St., 4th Floor Robinson-Broadhurst Conference Room

Present:

Audrey LaBrie, Chairwoman
Rick Ward, Vice-Chairman
Barbara Anderson
Amy Salter
Danielle LaPointe

Justin Sultzbach, Town Manager
Linda Daigle, Executive Assistant

Documents Presented at the Meeting:

- Memorandum of Agreement Between the Town of Winchendon and AFSCME Council 93, AFL-CIO, Local 1887 on Behalf of the Clerical Unit (attached)
- Town Manager Memo dated 6/27/22 re: Town Accountant Salary Adjustment (filed)

Chairman LaBrie called Executive Session to order at 8:34 P.M.

Executive Session 13.1 under Exemption number 3 pertaining to the AFSCME Council 93, Local 1887- Town Hall Administrative and Clerical Union Contract Discussions.

Town Manager Sultzbach informed the Board this is the last outstanding union contract. He reviewed the proposed changes outlined in the Memorandum of Agreement between the Town and the union. Updates to the contract were noted in the following topics in the attached memo:

1. Contract date update.
2. Recognition of Planning/ Land Use office position updates
3. A non-discrimination clause
4. Union Representative list
5. Discipline and Discharge
6. Hours of Work
7. Meal Period
8. Holidays
9. Personal Business Leave
10. Seniority
11. Job Posting
12. Classification Plan and Pay Rates
13. Longevity and Performance Merit Bonus System
14. Clarification Plan
15. Side Letter of Agreement – Air Conditioning in the Library
16. Side Letter of Agreement – Alternative Services Arbitration

17. Side Letter of Agreement – New Pay Grid

18. New Article – Agency Service

Executive Session No. 13.2 under Exemption number 2 pertaining to the Town Accountant's contract.

Town Manager reported with the increase in wages for their search for a Collector/Treasurer he feels the Town Accountant position needs to be above the salary of the Collector/Treasurer and is suggesting to increase it. He also noted that our Town Accountant does a really good job and she is only here for another four months with her retiring. He is recommending the Board move her up in the pay grid and increase her annual amount to \$85,000 which is believed to be a bit low in a community of our size but would bring her \$5,000 above the Treasurer/Collector's position.

There was discussion on the unique role that this position is not a direct hire of the Town Manager but the Board of Selectmen. The Board would like to have a better relationship with the Town Accountant and work on a system to be more in touch.

LaBrie moved to increase the Town Accountant's rate of pay from a Grade 4, Step 6 to a Grade 4, Step 10 effective July 1, 2022; LaPointe seconded. By a roll call vote of all aye, the motion carried unanimously.

ADJOURNMENT:

Anderson moved to adjourn; Salter seconded. By roll call vote of all aye, Executive Session adjourned at 9:08P.M.

Anderson moved to adjourn from Open Session; Ward seconded. With a vote of all aye, the meeting adjourned at 9:08 P.M.

Respectfully submitted,



Linda Daigle
Executive Assistant

MEMORANDUM OF AGREEMENT (FINAL)
BETWEEN
THE TOWN OF WINCHENDON
AND
AFSCME COUNCIL 93, AFL-CIO, LOCAL 1887
ON BEHALF OF THE CLERICAL UNIT

WHEREAS, the Town of Winchendon (“the Town”) and AFSCME Council 93, Local 1887, the Clerical Unit employees, (“the Union”) have been negotiating for a successor contract to the Agreement which expires on June 30, 2022; and

WHEREAS, the Town and the Union have come to terms relative to a successor contract between the parties; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the drafting of a new contract document;

NOW, THEREFORE, the Town and the Union agree the successor Agreement shall consist of the provisions of the former Collective Bargaining Agreement, with the following changes:

1. Cover Page & Duration:

Change dates to reflect a new three (3) year agreement: July 1, 2022 through June 30, 2025

2. Article 1- Recognition:

- I. Add the following new positions: Planning/Land Use Coordinator and Land Use and Development Clerk
- II. Delete the following positions: Planning Agent and Land Use Coordinator

3. Article 3- Non-Discrimination:

Revise section as follows:

Section 3. The Union agrees that there will be no coercion or discrimination by its members against any employee because of his their non-membership in the Union; however, non-union members will be unable to constitutionally participate in various union proceedings and union benefits afforded to union members who are in good standing with the Union.

4. Article 6- Union Representatives:

Revise Section 1 as follows:

A written list of union officers and their representatives shall be furnished to the Employer immediately as soon as feasibly possible, after their designation, and the Union shall notify the Employer of any changes.

5. Article 7- Discipline And Discharge:

Add the following new language:

New Section 4. If the Employer has reason to reprimand or discipline an employee, it shall be done privately with reasonable discretion.

New Section 6. Disciplinary warnings will be invalidated after twelve (12) calendar months.

A written notice not resulting in a suspension shall be invalidated after a period of eighteen months from the date of said warning notice.

6. Article 9- Hours of Work:

I. Replace Section 2. B. with the following:

Section B. The regular work schedule for departments are as follows:

Town Hall

Monday: 8:00 a.m. to 6:00 p.m. .

Tues-Thurs: 8:00 a.m. to 5:00 p.m.

Friday: closed

Town Hall Building Superintendent

The Town Hall Building Superintendent shall work a forty (40) hour week. Generally, the work week will be Monday through Friday Thursday, but with advance notice, this schedule may be altered to allow the undertaking of special projects.

Library (from Labor Day to Memorial Day)

Monday through Thursday: 1:00 p.m. to 8:00 p.m.

Friday: 9:00 a.m. to 5:00 p.m.

Saturday: 9:00 a.m. to 1:00 p.m.

Library (after Memorial Day to Labor Day)

Monday through Thursday: 1:00 p.m. to 8:00 p.m.

Friday: 9:00 a.m. to 5:00 p.m.

II. Add the following new section:

Section 7. When the Employer declares a half day, employees will work from 8:00 a.m. to 12:00 p.m. 12:30 p.m., unless noted otherwise.

7. Article 11- Meal Period:

Add new section as follows:

New Section 2. In cases of emergency, an Employee may be called back to work from a meal break; however, no employee shall lose a meal break time left on their break because of such emergency.

8. Article 14- Holidays:

I. Add Juneteenth

II. Add the day before Thanksgiving

III. Replace current holiday table and blocks 3,4,5,6 with the following:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Full Day off before Thanksgiving
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	Christmas (see section 2 below)
Juneteenth	New Year's (section 2 below)
Independence Day	
Labor Day	
Columbus Day	

Work week identified in Article IX above.

Section 2. A.: Town work week: If Juneteenth, Independence Day or Veteran's Day or any other holiday that is observed fall on a Friday employees will get a full day off on Thursday. If they fall on Saturday employees will get Thursday off. If they fall on Sunday, employees will get full day off Monday.

If Christmas or New Year's fall on a Friday or Saturday employees will receive a half day off Wednesday before and will have the Thursday prior to the holiday off. If Christmas or New Year's fall on a Sunday, employees will get a half day off Thursday prior and full day off on Monday. If Christmas or New Year's fall on a Monday employees will get half day off Thursday, full day off Monday. If Christmas or New Year's fall on a Tuesday employees will get full day off Monday, full day off Tuesday. If Christmas or New Year's fall on Wednesday employees will get a half day off Wednesday, full day off Thursday. If Christmas or New Year's fall on Thursday, full day off Wednesday, full day off Thursday.

B. Beals Memorial Library work week: If any observed Summer holiday falls on a Friday, employees will get a full day off on Friday. If any observed Summer holiday falls on a Saturday, employees will get a full day off on Friday. If they fall on a Sunday, employees will get a full day off on Monday.

If Christmas or New Year's fall on a Friday, employees will have a half day off Thursday with a full day off Friday. If Christmas or New Year's falls on a Saturday, employees will get a half day off Friday with a full day off Saturday. If Christmas or New Year's falls on a Sunday, employees will receive a full day off Saturday and a full day off Monday. If Christmas or New Year's falls on a Monday, employees will receive a full day off Saturday and a full day off Monday. If Christmas or New Year's falls on a Tuesday, employees will receive a full day off on Monday and a full day off on Tuesday. If Christmas or New Year's falls on a Wednesday, employees will receive a full day off Tuesday and a full day off Wednesday. If Christmas or New Year's falls on a Thursday, Employees will receive a $\frac{1}{2}$ day off Wednesday and a full day off Thursday.

9. Article 18- Personal Business Leave:

Change 27 hours to 30 hours

10. Article 24- Seniority:

I. Revise Section 3 as follows:

In the event it becomes necessary to layoff or reduce hours of employees, the principles of first, the Employer's exclusive judgement of the employee's skill, ability performance and experience, and second the principle of seniority shall control within classification.

II. Add new sections as follows:

Section 3. A. Layoff & Recall and Reduction of Work Hours: The Employer agrees to meet with the Union at least two (2) weeks in advance to discuss the application of this section prior to any layoff of an employee.

11. Article 27- Job Posting:

Add language to current Section 1, after third current sentence as follows:

The vacancy shall be awarded on the basis of qualifications, ability, and seniority, and where these factors are relatively equal, seniority shall govern the selection.

12. Article 30- Classification Plan And Pay Rates:

I. Replace blocks 5, 6, and 7 with the following:

Section 2. The minimum rates of pay, job classifications and respective grade for all employees shall be set forth in Appendix A. Employees shall advance one Step on July 1st for each year of service with the Town.

Section 3. The Employer may hire at any step on the 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.

II. Add the position classification wage chart in the Employee Handbook to the contract as Appendix A.

III. Delete entire page with the employee's name and wage report in the back of the contract.

IV. Add to Appendix A wage chart:

Bargaining unit Members on the payroll shall receive wage increases as follows: **2.5% yr 23, 2.5% yr 24, & 2.5% yr 25**

13. Article 31- Longevity And Performance Merit Bonus System:

Replace current longevity table with the following table:

Employees shall receive annual longevity bonuses as follows:

5yrs – 9yrs of service	\$350
10yrs -14yrs of service	\$650
15yrs – 19yrs of service	\$1,000
20yrs – 24yrs of service	\$1,250
25yrs – or more of service	\$1,500

Longevity will be paid at the start of the 2024 fiscal year annually.

14. Classification Plan (pg. 20):

- I. Add the following new positions: Planning/Land Use Coordinator and Land Use and Development Clerk
- II. Delete the following positions: Planning Agent

15. Side Letter of Agreement- Air Condition in the Library:

Add new side letter as follows:

The Employer and the Union recognize that office temperature and humidity conditions are generally a matter of human comfort rather than these more serious hazards. No law or regulation requires employers to provide air conditioning for their employees if temperatures exceed that upper limit during the summer.

The Employer and the Union recognize the Town library is an older building with no air conditioning system, resulting in discomfort for some employees excessively outdoor temperatures.

The Employer will endeavor to explore the cost of a new air conditioning system. If the Employer cannot provide said system, a cost-effective alternative, e.g.; portable air conditioners or industrial fans will be explored.

If temperatures in a workplace become unbearable, making the working conditions unhealthy or unsafe, employees can ask their supervisor to go home early (with the option of using their paid sick time) or file a complaint to the local board of health or to OSHA.

16. Side Letter of Agreement- Alternative Services Arbitration:

Add new side letter as follows:

On a trial basis beginning on July 1, 2022, the parties agree to explore alternative services for arbitration not pending at the American Arbitration Association (AAA) or before any arbitrator mutually selected by the parties. AAA will continue to be the accepted contractual service utilized in the event the parties are unable to mutually agree an alternative service for arbitration for the duration of the collective bargaining agreement

This Side Letter will sunset with the expiration of the collective bargaining agreement.

17. Side Letter of Agreement- New Pay Grid:

Add new side letter as follows:

The Employer and the Union do hereby mutually acknowledge employee who have reached the highest Step in their respective pay grade within the compensation pay grid did receive an increase reflective of 2.5% for fiscal year 2020, and such practice will continue until the implementation of an negotiated update pay grid

18. New Article- Agency Service:

Add entire Article as follows:

Section 1. Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received.

Section 2. The Employer agrees to provide the Union upon written request, the following information electronically:

- 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.

THIS MEMORANDUM OF AGREEMENT is subject to ratification by the Town of Winchendon and AFSCME Council 93, Local 1887, Clerical Unit.

THIS MEMORANDUM OF AGREEMENT has been duly executed by the authorized representatives of the Town of Winchendon and AFSCME Council 93, Local 1887, Clerical Unit.

TOWN OF WINCHENDON
(by and through the negotiation committee)

By: _____

Date

AFSCME COUNCIL 93, LOCAL 1887
(by and through the negotiation committee)

By: _____

Date

By: _____

By: _____

Date

Date