

AGREEMENT
TOWN OF WINCHENDON
AND
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93, LOCAL 1887

(ADMINISTRATIVE AND CLERICAL)

July 1, 2019 through June 30, 2022

ARTICLE I
RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all full time and regular part time administrative and clerical employees, exclusive of intermittent and/or seasonal employees, in the Town of Winchendon as defined in the Labor Relations Commission Case No. MCR-4233, dated September 22, 1993, 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. An all-inclusive list of bargaining unit position is reflected below.

Health Inspector	COA Driver
COA Director	Asst. Library Tech
Planning Agent	Health Agent
DPW Exec Asst.	Library Custodian
Asst. Town Clerk	COA Nutrition Coordinator
Library Tech	COA Meals on Wheels Driver
DPW Clerk	COA Custodian
Treas. /Coll. Clerk	Conservation Agent
Land Use Coord.	Police Custodian
Bldg. Superintendent	Electrical Inspector
Senior Library Tech.	COA Dispatch/Driver
Veterans Agent	

Section 2: Neither the Employer 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 Employer 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 Employer 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 the methods, means, processes and personnel by which operations are to be conducted; to determine and schedule hours of duty consistent with the statutes, bylaws 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 reasonable 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 the right 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 reasonable 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

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, or disability, and that such persons shall receive the full protection of this Agreement.

Section 2: The Employer agrees that it or its agents will not interfere with, restrain, discriminate against or coerce any employee of the Town of Winchendon for his 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 or withholding 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 life of this Agreement and in accordance with the terms of the form of the Authorization of Check-Off of Dues hereinafter set forth as Appendix A-2, the Employer 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 1887, along with a list of employees who have said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

ARTICLE VI
UNION REPRESENTATIVES

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

Section 2: Upon notifying the Town Manager or his designee, and with the approval of the Town Manager 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 his 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 they 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 meetings, 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 Employer 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. Said probationary employees may be discharged either with or without cause.

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 Employer 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 ARBITRATION 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 within five working days of the date of the

grievance or the employee's knowledge of its occurrence. The Department Head shall attempt to adjust the matter and shall respond to the Steward in writing within five working days, excluding Saturday, Sunday and Holidays.

Step Two: If the grievance remains unsettled, it shall be presented to the Town Manager in writing within five 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 may, within seven days after the reply of the Town Manager is due, by written notice to the Employer, 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 a 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 or more will be processed from Step 2.

Section 4: The expense for the arbitrator's services and proceedings shall be borne equally by the Employer 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 the contract 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 work week for full time employees shall consist of four consecutive days, Monday through Thursday.

The hours for the Town Hall shall be:

Monday:	8:00 a.m. - 6:00 p.m.
Tues-Thurs:	8:00 a.m. - 5:00 p.m.
Friday:	closed

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

Section 3: To the extent practicable, each employee shall be assigned a regular schedule, to work a shift on the same days of every week with regular starting and quitting times.

Section 4: Except for emergency and peak load situations, work schedules shall not be changed arbitrarily. The present shift schedules are regarded as satisfactory at the time of the execution. The Town Manager may, during emergency and peak load situations, reassign an employee from one department to another temporarily until said emergency/peak situation has abated.

Section 5: Except for emergency situations, or by the agreement of the employee and the Town Manager, the work schedule now in effect will be continued for the duration of this Agreement.

Section 6: If Town Meeting occurs on a Monday, unit members assigned to the Library who are Winchendon residents and scheduled to work after 7:00 p.m. on such days shall be permitted to leave one hour early in order to attend Town Meeting.

ARTICLE X

OVERTIME

Section 1: During periods of emergency and peak loads, overtime will be expected to be worked except when the employee is excused as a result of illness or when otherwise excused by the Department Head.

Section 2: An employee covered by this Agreement shall be paid overtime at the rate of 1 1/2 times his/her regular straight time hourly rate of pay for authorized time worked in excess of 40 hours, with the following exception: (1) those positions designated as "salaried" in Section 8 of this Article shall not receive overtime pay.

Section 3: Should an employee 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 the employee for four hours, he/she will be paid 1 1/2 times his straight time hourly rate and he/she shall be guaranteed a minimum of four hours.

Section 4: Overtime shall be distributed within departments on a rotating basis, subject to qualifications including the experience of the employees being assigned to the overtime, as determined by the supervisors. The Employer, Union, and Employees agree to cooperate in the matter of overtime. Overtime offered and/or assigned and not worked will be charged as worked to such employee in determining equality of overtime distribution by department which normally performs such related work.

Section 5: 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 Employer 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 Employer.)

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. The department head should schedule the meal periods as near as possible to the middle of the shift, depending upon the needs of the department and the needs of the employee. Under normal circumstances, offices where more than one employee is assigned should remain open during the meal period.

ARTICLE XII
COFFEE BREAKS

Section 1: All employees' work schedules shall provide for a fifteen minute coffee break during each one-half shift of a normal day.

Nothing in this contract shall prevent the combining of breaks and meal periods, as established by past practice or if there is none, only by express permission of the direct supervisor.

ARTICLE XIII
CLEAN UP TIME

Section 1: The Building Superintendent shall be granted a fifteen minute personal clean-up period prior to the end of the shift of a normal work day.

Section 2: Work schedules shall be arranged so that employees may take advantage of this provision with facilities presently available.

ARTICLE XIV
HOLIDAYS

Section 1: All regular, full-time employees shall receive one day of regular straight time pay, in lieu of work for the day on which each of the following are observed.

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	Christmas (see Section 2 below)
Independence Day	New Year's (see Section 2 below)
Labor Day	
Columbus Day	

Work week identified in Article IX above.

Holidays which occur on Saturday will be celebrated on the Thursday before. Those which fall on Sunday will be celebrated on the Monday following.

If Christmas or New Year's days fall on a Friday, employees will receive a half day off Wednesday and full day off Thursday for Christmas Eve and New Year's Eve. If Christmas or New Year's days fall on Saturday, employees will receive a full day off Thursday for Christmas Eve and New Year's Eve. If Christmas or New Year's days fall on a Sunday, employees will get full day off on Monday. If Christmas or New Year's days fall on a Monday,

employees will get half day off Thursday, full day off Monday. If Christmas or New Year's days fall on a Tuesday, employees will get full day off Monday, full day off Tuesday.

If Veteran's Day or July 4th fall on Friday, employees will get a full day off on Thursday. If they fall on Saturday, employees will forfeit the holiday. If they fall on a Sunday, employees will get full day off on Monday.

Section 3: To be eligible for holiday pay, an employee shall have worked or have satisfactorily presented themselves for work on the day before the holiday and on his next regularly scheduled work day following the paid holiday, unless excused because said employee was on sick, bereavement, or family leave, or on previously approved vacation leave, or is otherwise excused by the Town Manager.

Section 4: If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

Section 5: Part-time employees shall be granted holiday leave for those holidays which are observed on the employee's regularly scheduled work day. Holiday pay shall be granted for the number of hours the employee is regularly scheduled to work on that day and shall not be pro-rated based upon the percentage their hours bear upon full-time service.

ARTICLE XV

VACATIONS

Section 1: For new full-time employees, vacation to accrue at one (1) day per month, not to exceed ten (10) days per year, for the first part of a fiscal year and shall be available to use on the employee's first July 1st. In each fiscal year thereafter on each July 1st the employee shall be credited vacation time earned in the prior year per the rest of this article.

Section 2: Employees who have been in the continuous full-time or part time employ of the Town for at least one year from date of employment shall be entitled to two (2) weeks of vacation at regular pay.

Section 3: Employees who have been in the continuous full time or part time employ of the Town for at least five (5) years from date of employment shall be entitled to three (3) weeks of regular pay.

Section 4: Employees who have been in the continuous full time or part time employ of the Town for at least ten (10) years from date of employment shall be entitled to four (4) weeks of regular pay.

Section 5: Employees who have been in the continuous full time or part time employ of the Town for at least twenty (20) years from date of employment shall be entitled to five (5) weeks of 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: If the employment of a person who has become entitled to an annual vacation but has not taken it is terminated, he shall be paid for his vacation period. Upon the death of an employee entitled to vacation allowance, the allowance shall be paid to his or her estate.

Section 8: In the event of the termination of his employment or by reason of retirement, the employee shall be paid or be entitled to time off with pay, the pro-rata share of his vacation entitlement for the fiscal year of separation.

Section 9: After consultation with the Department Head an employee may carry forward to the next vacation year up to one half of his annual vacation leave. Any vacation leave carried forward must be taken in the year to which it is carried. The Town Manager may approve the carry over of more than the allowable vacation allowance only in the case of extraordinary circumstances such as long-term illness.

Section 10: Employees shall give notice to the Department Head of their intention to take vacation time as early as possible. In any event, such notice shall be given two weeks prior to the first day of vacation. Notice may be waived by the Supervisor on unforeseen circumstances.

Section 11: Employees, on the fifth, tenth and twentieth anniversary date of the employee's hire, shall be entitled to one week's vacation as described above to be used prior to the next July 1.

Section 12: Any part time employee who works a set schedule on specific days of the week and who intends to be absent on his regular work days for vacation purposes shall take vacation leave for said days and not reschedule work hours to days of the week not normally worked.

ARTICLE XVI

SICK LEAVE

Section 1: Employees after three months of employment shall be credited with sick leave at the rate of one and one-quarter days per month for a total of fifteen (15) days per calendar year for FY20 and FY21, the same to be cumulative, provided however that the Department Head may require an employee to present a doctor's certificate if the employee is absent on sick leave for two 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. Effective July 1, 2021, employees will be credited with sick leave at the rate of one day per month for a total of twelve (12) days per calendar year. 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 Department Head or to the Town Manager.

Section 2: Sick leave shall be granted for sickness or injury and for absence because of quarantine in the immediate family and/or an employee's significant other¹ in the amount of twelve (12) days per year if a doctor's certificate is provided certifying to the illness. Such time will be deducted from sick leave.

Any employee hired after July 1, 2004 shall receive no sick leave buyback upon separation from employment unless said employee is transferring into this 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, 2004.

An employee hired prior to July 1, 2004 who has at least five years of service in this bargaining unit, upon retirement, resignation, layoff, or death shall be entitled to a lump sum payment for unused sick leave. Payment for unused sick leave for an employee resigning or laid off shall be computed by multiplying 10% of the employee's unused accumulated sick leave times the daily rate of the employee's position to a maximum of sixty (60) days' pay. Payment 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 daily rate of the employee's position to a maximum of sixty (60) 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.

¹ Significant other shall be defined as an employee's partner if the two have been in a committed relationship and have shared a residence together for a duration of more than one year. In order for the sick leave and bereavement benefits to be extended for a significant other, both the employee and the employee's significant other must file a signed and sworn affidavit (available from the Town Manager) with the Town Manager that states that they are in a committed relationship and that they are living in the same residence. Sick leave and bereavement benefits shall be extended for a significant other only after one year has elapsed from the date of the affidavit, if and only if, the facts contained therein are still accurate. Said benefits may be granted during the first year at the discretion of the Town Manager.

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 Employer and conducted by a physician appointed by the Employer.

If an employee is injured at work for which compensation under M.G.L., C. 152, is granted, accumulated sick leave may 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.

ARTICLE XVII

BEREAVEMENT LEAVE

Section 1: Bereavement leave up to three (3) consecutive working days (up to five (5) days at the discretion of the Town Manager) will be granted to an employee for which he will be compensated at his regular rate of pay 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, step-grandparents, step-parents, step-children and significant other².

Section 2: Bereavement leave may 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 XVIII

PERSONAL BUSINESS LEAVE

Employees in the service of the Town for six months or more shall be granted twenty seven (27) hours of personal business leave each year. This leave shall not be taken from sick leave and shall not accumulate as personal leave. Personal days must be used in the year in which they were granted.

ARTICLE XIX

LEAVE OF ABSENCE

Section 1: Leaves of absence 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.

Section 2: Family and Medical Leave - up to twelve (12) weeks leave may be granted for family and medical purposes as defined in the federal Family and Medical Leave Act of 1993. Eligible employees on FMLA leave must concurrently use all available sick leave and all but one week of vacation leave as part of said family and medical leave. The remainder of said leave shall be granted as unpaid leave. Employees shall not be required to concurrently use personal leave while on FMLA leave.

² Significant other shall be defined as an employee's partner if the two have been in a committed relationship and have shared a residence together for a duration of more than one year. In order for the sick leave and bereavement benefits to be extended for a significant other, both the employee and the employee's significant other must file a signed and sworn affidavit (available from the Town Manager) with the Town Manager that states that they are in a committed relationship and that they are living in the same residence. Sick leave and bereavement benefits shall be extended for a significant other only after one year has elapsed from the date of the affidavit, if and only if, the facts contained therein are still accurate. Said benefits may be granted during the first year at the discretion of the Town Manager.

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, before the ZBA or other boards, shall be compensated at the appropriate rate.

ARTICLE XXI
MILITARY TRAINING

Section 1: Full-time employees with continuous employment by the Town, who are required to report for temporary summer or like period of training in the military forces of the Nation or the Commonwealth (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 with his regular vacation period.

ARTICLE XXII
HEALTH AND WELFARE

The Employer agrees to provide health insurance for employees working twenty hours per week or more.

SECTION 1. The Town will provide group health insurance coverage 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

Retiree Coverage 50%/50% Split

SECTION 2. The Town shall establish a 32B insurance advisory committee and AFSCME Local 1887 shall have at least one representative for its bargaining town units.

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 29, Section 11, 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

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

ARTICLE XXIV
SENIORITY

Section 1: Seniority shall be defined as length of full-time or regular part-time service in the bargaining unit. Seniority shall be acquired by an employee upon completion of his probationary period, at which time seniority shall be retroactive to the first day of employment.

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 principles of first, the Employer's exclusive judgment of the employee's skill, ability performance and experience, and second, the principle of seniority shall control within classification. When seniority is considered, 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 an equal or lower classification having less seniority, provided the employee retained has the ability to do the work as determined by the Employer's exclusive judgment of the employee's skill, ability, performance and experience. Said exclusive judgment of the Employer shall not be arbitrary or capricious.

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 Employer 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 his employment. A probationary employee may be discharged as exclusively determined by the Employer 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 Employer beyond the probationary period shall receive continuous service or employment credit from his most recent date of hire to the full-time or part-time position in the bargaining unit.

Section 7: The principles of, first, the Employer's exclusive judgment of the employee's skill, ability, performance and experience, and second, seniority, shall control in cases of promotion and transfer. The employee so promoted or transferred shall be on trial for the first ninety (90) days, but the Employer may, at any time within that period, if the Employer 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 who are dependent on grant funds for all or a part of their salary and are reduced in hours or removed from employment due to a reduction in or loss of said grant funds shall not have the right to exercise bumping rights under this contract.

ARTICLE XXV
TEMPERATURE

Employees are generally expected to report to work unless otherwise instructed. Employees who make reasonable effort, to be determined by the Town Manager, but are unable to appear for work, shall not be penalized, nor have to use paid leave to cover any absence.

ARTICLE XXVI
SAFETY CODE COMMITTEE

Section 1: The Employer 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 Employer 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 Employer 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.

ARTICLE XXVII
JOB POSTING

Section 1: When a position or new position covered by this Agreement becomes vacant, which the Employer desires to fill, such vacancy shall be posted in a conspicuous place listing the pay, area, duties and qualifications. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven calendar day period. If there is a suitable internal candidate, as determined by the Town Manager, within ten (10) working days after the second meeting of the Board of Selectmen, the Employer will award the position pursuant to the provisions of Article XXIV (Seniority) of this Agreement.

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 the 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 appointment of temporary positions where public need or good so requires, as determined by the Town Manager, generally not to exceed thirty (30) days.

ARTICLE XXVIII
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 and/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.

ARTICLE XXIX

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 other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to bargain, to the extent required by law, on matters not expressly listed in this agreement.

Section 2: (Access to Premises) The Employer 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 times to discuss working conditions with individual members of the bargaining unit, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to employees, and provided reasonable notice and prior permission has been granted; such permission shall not be unreasonably denied.

Section 3: (Employee Records) A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who 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 a 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 denunciatory or inflammatory written material on such bulletin boards.

Section 5: (Pay Schedule) Employees shall be paid bi-weekly. 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 Department Head 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 Chapter 258 of the General Laws, the Employer agrees to provide insurance coverage for indemnification for employees liability. Actions taken under this section are not subject to the provisions of the grievance and arbitration clause of this contract.

Section 8: (In-Service Training) The Employer 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 relate 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 and Department Head.

The Town Manager may request that compensatory time instead of pay be granted an employee who attends any after hours training program or course. The employee and the Union must consent to the substitution of compensatory time.

The use of compensatory time must be with the prior approval of the Department Head.

Section 9: (Mileage) Employees required to use their personal vehicle for town business shall receive reimbursement at the IRS rate per mile. Reasonable effort shall be made to use the town's vehicle.

Section 10: (Harassment) The town and the employees have a right to expect a harassment-free workplace. The parties agree to cooperate in the achievement of this goal. Charges of harassment, if any, shall be made through the Town Manager through the town's harassment policies and procedures, and not through the contract grievance and arbitration procedure.

Section 11: (Waiver) The parties hereby affirm that the failure of the town or the union to exercise any of its rights shall not constitute a waiver of said rights.

Section 12: In cases where Library and Senior Center employees are excused without loss of pay or benefits for all or part of the work day, and Administrative and Clerical Unit employees in the Town Hall are not excused, they shall receive straight comp time off to be used at a mutually agreeable time so as to not unnecessarily disrupt their respective departments. Such time is to be used within two months and may not be cashed in for compensation.

Section .13: The Town agrees, if at any time during the term of this Agreement, the Town negotiates a higher total percentage base wage increase for the same period with any other Town bargaining unit (excluding public school bargaining units) at the request of the Union it will engage in good faith re-opener negotiations on the subject of wages only.

ARTICLE XXX

CLASSIFICATION PLAN AND PAY RATES

Section 1: The Classification and Pay Plan is attached to this Agreement as an Appendix.

In the event new duties, responsibilities, and/or qualifications are added to any job, the employee may also appeal to their Department Head. If the Department Head agrees with the appeal the appeal may be forwarded to the Town Manager for consideration. The Town Manager will use the same criteria in considering the appeal as were used initially.

Successful appeals based on new duties will be retroactive to the date of the new duties or for thirty (30) days, whichever is shorter. Employees wishing to appeal shall have access to the classification plan and the manual used in its creation.

Appeals shall not be subject to the grievance and arbitration clause of this contract.

Annually on July 1, employees shall be moved to the next highest step in their respective grade but only if the employee has received a performance evaluation rating of at least "Meets Expectations". Employees who do not achieve at least that rating shall remain in their then-current step.

Employee anniversary dates shall be July 1 of each contract year. Contingent upon receiving an evaluation that meets standard, a new employees shall move to the next step of the compensation plan on the July 1 next following their start date but not sooner than the completion of their probationary period. A waiver of this rule may be granted

by the Town Manager at his/her sole discretion and such decision shall not be subject to the grievance and arbitration clause of this contract.

Employees who have reached the highest step in their respective grade within the compensation grid shall remain at that step.

Section 3: If the Town Manager, at his/her sole discretion, chooses to designate a member of the bargaining unit as Acting Department Head, to act in the absence of the Department Head, the employee designated as Acting Department Head shall be compensated during such time as the employee actually serves in that capacity at a rate of pay mutually agreed upon by the Union and the Town Manager.

ARTICLE XXXI

LONGEVITY AND PERFORMANCE MERIT BONUS SYSTEM

Employees shall receive annual longevity bonuses as follows:

5 yrs. - 9 yrs. of service	\$250
10 yrs. - 14 yrs. of service	\$500
15 yrs. - 19 yrs. of service	\$750
20 yrs -24 yrs of service	\$1,000
25 or more years of service	\$1,200

Longevity bonuses shall be paid within one month following the completion date of the service period.

ARTICLE XXXII

DRUG AND ALCOHOL FREE WORKPLACE

Section 1. 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.

Section 2. 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.

Section 3. 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.

Section 4. 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 XXXIII

PERFORMANCE EVALUATION SYSTEM

The Town and the Union agree to adopt the employee evaluation form attached to this agreement as an Appendix. Annual performance evaluations will be completed in the month of June while probationary employee performance evaluations will be completed in the fifth month of service. Performance evaluations shall not be subject to the grievance and arbitration clause of this contract.

ARTICLE XXXIV

DURATION

This contract 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 July, 2019.

TOWN OF WINCHENDON

By: _____

Keith R. Hickey
Town Manager

AFSCME, COUNCIL #93

Local #1887, AFL-CIO

By: _____

Local President

AFSCME, COUNCIL #93

AFL-CIO, STAFF REPRESENTATIVE

AFSCME Council 93, Local 1887

July 1, 2019-June 30, 2022

18

Town 1887 Union AFSCME

INDEX

	Page
ARTICLE I	1
ARTICLE II	2
ARTICLE III	2
ARTICLE IV	2
ARTICLE V	2
ARTICLE VI	3
ARTICLE VII	3
ARTICLE VIII	3
ARTICLE IX	4
ARTICLE X	5
ARTICLE XI	6
ARTICLE XII	6
ARTICLE XIII	6
ARTICLE XIV	6
ARTICLE XV	7
ARTICLE XVI	8
ARTICLE XVII	9
ARTICLE XVIII	10
ARTICLE XIX	10
ARTICLE XX	10
ARTICLE XXI	10
ARTICLE XXII	10
ARTICLE XXIII	12
ARTICLE XXIV	12
ARTICLE XXV	13
ARTICLE XXVI	13
ARTICLE XXVII	13
ARTICLE XXVIII	14
ARTICLE XXIX	14
ARTICLE XXX	15
ARTICLE XXXI	16
ARTICLE XXXII	17
ARTICLE XXXIII	17
ARTICLE XXXIV	17

2019

**TOWN OF WINCHENDON
ADMINISTRATIVE AND CLERICAL**

CLASSIFICATION PLAN

GRADES AND POSITION TITLES

GRADE	POSITIONS
12	Board of Health Recording Secretary Council on Aging Nutrition Coordinator Assistant Library Tech
11	Council on Aging Janitor Building Superintendent Police Department Custodian Library Custodian DPW Clerk, Treasurer-Collector Clerk- Council on Aging Van Driver COA Dispatch Assistant Library Technician
10	Assistant to the Fire Chief Land Use Coordinator
9	Assistant Town Clerk Veterans Agent Senior Library Technician Executive Assistant to the DPW Director
8	Conservation Agent Council on Aging Food Service Manager Electrical Inspector Plumbing/Gas Inspector Grant Administrator, Planner Planning Agent
7	
6	Building Inspector Health Inspector Council on Aging Director

[illegible]

AFSCME Council 93, Local 1887
July 1, 2019-June 30, 2022

FLEXIBLE SCHEDULING REQUEST FORM

Employee Name: _____

Department: _____

Schedule Request: _____
(Ex: Work Friday Jan. 2, 2004-12:00 pm to 3:00 pm in lieu of Monday Jan. 4, 2004- 3:00 pm to 6:00 pm)

Reason for Request: _____

Employee Signature

Date

Supervisor Circle One: Approved³ Denied

Supervisors Signature

Date

Cc: Town Manager
 Accounting

³ If request is approved a signed copy of this form must be attached to the employee's affected weekly timesheets.

TOWN OF WINCHENDON PERFORMANCE EVALUATION

NAME: _____ GRADE: _____

POSITION: _____

WORKING TITLE: _____

DEPARTMENT: _____

EVALUATION PERIOD: FROM _____ TO _____

POINTS	RATING	DESCRIPTION
2	(E) Exceeds:	On average the employee exceeds all departmental standards
1	(M) Meets:	On average the employee meets departmental standards
0	(F) Fails:	On average the employee fails to meet departmental standards
N/A		Not Applicable

QUALITY AND QUANTITY OF WORK:		E/2	M/1	F/0
1. Demonstrates knowledge of the job				
2. Amount of work accomplished				
3. Perform work with accuracy				
4. Work is neat and presentable				
5. Work is thorough				
6. Organizes work appropriately				
Supervisor's Comments:				
Employee's Comments				

WORK HABITS:	E/2	M/1	F/0
7. Is regular in attendance at work			
8. Observes established working hours			
9. Completes work on time			
10. Demonstrates the ability to work without immediate supervision			
11. Complies with departmental and institution policies			
12. Complies with instructions, rules and regulations, including health and safety precautions			
Supervisor's Comments:			
Employee's Comments:			

WORK ATTITUDES:	E/2	M/1	F/0
13. Endeavors to improve work techniques			
14. Accepts new ideas and procedures			
15. Accepts constructive criticism and suggestions			
16. Accepts responsibility			
17. Exercises good judgment			
18. Adapts to emergency situations			
Supervisor's Comments:			
Employee's Comments:			

RELATIONSHIPS WITH OTHERS:	E/2	M/1	F/0
19. Works well with co-workers			
20. Works well with the public			
21. Cooperates with supervisors and other staff members			
22. Observes established channels of communication			
Supervisor's Comments:			
Employee's Comments:			

SUPERVISORY ABILITY (Where applicable):	S/2	F/1	U/0
23. Demonstrates leadership ability			
24. Makes timely decisions			
25. Is fair and impartial in relationship with subordinates			
26. Trains and instructs subordinates			
27. Maintains acceptable performance standards among employees			
Supervisor's Comments:			
Employee's Comments:			

OVERALL PERFORMANCE RATING

1. TOTAL SCORE FROM ALL SECTIONS _____
2. TOTAL NUMBER OF N/A'S _____
3. SUBTRACT LINE #2 FROM 27 _____
4. DIVIDE LINE #1 BY LINE #3 _____ (FINAL EVALUATION SCORE)

COMMENTS OF DIRECT SUPERVISOR WHO PERFORMED THIS EVALUATION:

AFSCME Council 93, Local 1887
July 1, 2019-June 30, 2022

25

Town KA Union DA

Direct Supervisor Recommendations:

☐ Retention (probationary)

☐ Dismissal (probationary)

☐ Salary Step (if available)

☐ No Action Required

☐ Other _____

Signature and Title

Date

COMMENTS OF EMPLOYEE:

Date of Discussion with Direct Supervisor

Signature of Employee Being Evaluated
(Does not imply agreement or disagreement
with evaluation.)

COMMENTS OF TOWN MANAGER REVIEWING EVALUATION:

Town Manager Action:

☐ Retention (probationary)

☐ Dismissal (probationary)

☐ Salary Step (if available)

☐ No action required

☐ Other _____

Signature and Title

Date