

AGREEMENT

TOWN OF WINCHENDON

AND

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

DEPARTMENT OF PUBLIC WORKS

July 1, 2022-June 30, 2025

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ARTICLE I

Recognition

SECTION 1. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining over wages, hours, and other conditions of employment under the provisions of chapter 150E of the General Laws of the Commonwealth of Massachusetts, in the Winchendon department of Public Works and Landfill, classifications of Operator I, Operator II, Mechanic, Chief Mechanic, Working Foreman 1, Senior Operator (water), and Chief Operator (water).

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. Except as expressly limited by a specific provision of this Agreement, the Town retains and may exercise all powers, rights and duties of management without such exercise being made the subject of bargaining or any grievance or arbitration proceeding hereunder. Those powers, rights and duties include, but are not limited to, the examples set forth in Appendix "B".

ARTICLE II

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:

1. The planning, direction and control of the operations and services of all aspects of the Department
2. The determination of the level of services to be provided
3. The determination of whether vacancies should be filled

4. The direction, control and supervision of employees, including the assignment of tasks
5. The determination of employee classifications, job descriptions, and duties; and the assessment of employee qualifications
6. The contracting or subcontracting out of work
7. The determination of what operations, methods, equipment or facilities are appropriate for the Department
8. The scheduling and enforcement of work days, working hours, days off, and vacations
9. The assignment of overtime
10. The determination of how goods to be used by the Department should be obtained
11. The hiring, appointment, assignment, transfer, promotion, demotion, suspension, discipline or discharge of employees
12. The layoff or release of employees

ARTICLE III

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 IV Non-

Discrimination

SECTION 1. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age, 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 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 V

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. During the term of this Agreement, the employer agrees not to lock out bargaining unit employees.

ARTICLE VI

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 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. The Union agrees to indemnify and save the Town of Winchendon harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from an employee's pay.

The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union. The Treasurer of the Union shall provide such information to the Treasurer of the Town of Winchendon as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

The Union agrees to indemnify and save the Town of Winchendon harmless against all claims, suits or other forms of liability arising out of the deductions of such agency service fee from an employee's pay or out of application of this Article.

The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union who shall provide such information to the Treasurer of the town of Winchendon as may be required by said Town Treasurer under General Laws, Chapter 180 Section 17G.

ARTICLE VII 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 Director of Public Works or his designee, two(2) 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 he is duly authorized as a delegate, may be granted a leave of absence, not to exceed three (3) working days in any one (1) 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 (8.5) hours per day for each day of the three (3) working-day leave for the delegate.

Article VIII

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 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 Director of Public Works within (5) 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.

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 subject the TOWN to unacceptable risk of workplace accidents or other failure 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 IX

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 Director of Public Works within seven (7) working days of the date of the grievance or the employee's knowledge of its occurrence. The Director of Public Works shall hold a hearing regarding the grievance and shall issue a decision to the Steward in writing within seven (7) 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 seven (7) working days after the response of the Director of Public Works is due. The Town Manager shall respond in writing

within ten (10) working days following a hearing 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 (7) days after the reply of the Town Manager is due, by written notice to the Town, request arbitration.

By mutual agreement, any grievance(s) may be submitted to mediation under the auspices of the Massachusetts Department of Labor Relations after Step Two and prior to arbitration. Fees for mediation shall be divided equally between the Town and Union.

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 One.
- B. An action involving disciplinary measures in excess of a suspension of three days or more will be processed from Step Two.

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 the contract in any way.

ARTICLE X

Hours of Work

SECTION 1. The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

SECTION 2. The work week shall consist of five (5) consecutive days as provided in section 5 of this agreement.

SECTION 3. Except for emergency and peak work load situations, work schedules shall not be changed arbitrarily. The present shift schedules are regarded as satisfactory at the time of the execution.

SECTION 4. Except for emergency situations, and/or as modified in accordance with sections 6 and 7 below, the work schedule in effect at the beginning of this agreement shall be continued for the duration of this agreement. The work schedule now in effect will be continued for the duration of this Agreement.

- A. Water Division, Highway Division, Cemetery, and Fleet Maintenance:
7:00 a.m. to 3:30 p.m. Monday through Thursday and 7:00 a.m. to 11:30 p.m. on Friday
- B. Landfill Division (Transfer Station):
The Landfill Foreman's schedule will be established at 38.5 hours per week to include one evening per week until 7:00 pm between May 1st and October 31st. The Foreman will not be eligible for overtime during the established schedule on the day the Transfer Station is open until 7:00 pm

Each employee shall be scheduled for four 8½ -hour shifts and one 4½-hour shift each week, so as to provide coverage for the transfer station. The schedule should take into account first the needs of the town, and second, the needs of the employees, by seniority. This schedule must be pre-approved by the town.

SECTION 5. Notwithstanding any other provision of this Agreement, if, at the sole discretion of the Director of Public Works, a particular task or project such as, but not limited to, street sweeping or hydrant flushing, but excluding snow removal, should be done during hours other than the regular work schedule for purposes of efficiency or minimizing inconvenience to the public, the Director of Public Works may institute a temporary schedule change for the purpose of accomplishing such task or project and may require employees to work the changed schedule, subject to the limitations contained in this Section. Employees may be required to work such changed schedule fifteen (15) days per contract year. The Town shall notify employees of a changed schedule not later than Friday

of the preceding work week. The Director of Public Works shall assign the most junior qualified employees within the division (Highway, Parks, Water or Sewer) to work a changed schedule, subject to the other limitations in this Section. An employee who works prior to, or after, his regularly scheduled working hours due to a temporary schedule change in accordance with this Section shall be paid a shift differential of \$.75 per hour for every such hour worked prior to, or after, his regularly scheduled working hours.

ARTICLE XI

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 Director of Public Works.

SECTION 2. An employee covered by this Agreement shall be paid overtime at the rate of 1½ times his regular straight time hourly rate of pay for authorized time worked in excess of 8½ hours in one day¹ or forty (38.5) hours in any given week. All hours worked after quitting time, except as outlined in section three (3), the employee's days off and/or holidays, shall be compensated at double time (2) on the following holidays New Year's Day, Independence Day, Thanksgiving Day, Christmas Day. The remainder of the holidays will be paid out at a rate of time and half (1.5). The Director of Public Works may call employees in up to two (1) hours prior to the beginning of their normal workday for winter weather operations without a four (4) hour minimum between November 1st and April 1st. The call in will be paid a two (2) hour minimum.

SECTION 3. The overtime list shall rotate year round. Overtime shall be distributed within divisions ("department") on a rotating basis, subject to qualifications, including the experience of the employees being assigned to the overtime, as determined by the Director of Public Works, provided, however, that persons holding Operator positions and having hydraulic licenses as of the effective date of this Agreement shall be given preference for overtime work requiring the employee performing the work to have a hydraulic license. The Town, 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 4. Should temporary or part-time employees be utilized on an emergency basis, the temporary and part-time employees will be relieved of work on daily basis at the same time as or not later than the regular employees are relieved on a daily basis. (It is the mutual intent of the Town and the Union that temporary or part-time 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.)

SECTION 5. Should there be discrepancies between the employees within the same department, the Town will be given thirty (30) days 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 an employee is required to work for more than twenty-two (20) hours, he or she will be entitled to four (4) straight-time hours of compensatory time. The Director of Public Works will grant this time off, at the employee's discretion, within a reasonable period of time after it is earned. The scheduling of this time off shall be subject to the Director of Public Works approval. The Director of Public Works, at his own discretion, may require an employee to avail himself to a four (4) hour sleep period. If the Director of Public Works requires an employee to take a four (4) hour sleep period and return to work following that period, the employee will be eligible for compensation in accordance with section 11 of this article, if he returns to work as required.

SECTION 9. In order to ensure the maximum number of employees available, the Director of Public Works shall have the authority to stagger the sleep periods beginning prior to an employee's completion of an eighteen (18) hour work period. If an employee desires to take a sleep period, he must so inform the Director of Public Works at least four (4) hours prior to his eighteen (18) hour limit.

SECTION 10. In extreme emergencies the provisions of Sections 8 and 9 may be waived with the mutual agreement of the DPW Director of Public Works and the Town Manager. The Union will be notified of such waiver.

SECTION 11. When an employee is required to return to work immediately following a 4-hour sleep period, he will be compensated at his straight-time rate of pay for said 4-hour sleep period provided: (1) he returns to work immediately following the sleep period (i.e. his next actual working hours are continuous with said sleep period) and (2) he actually works a minimum of four (4) hours following his return to work. Both of the above conditions must be met in order to receive compensation for the sleep period.

SECTION 12. Recalls shall be made by calling the telephone number on record with the town. If the employee is not available to take the call, the next employee on the list shall be called. If employee refuses call during November 1 through April 1 the hours refused will go against combined list of hours for the on call schedule.

SECTION 13. – If an error occurs on an employee's paycheck where the employee is shorted more than four hours of work, a paycheck for the hours shorted will be issued as soon as reasonably possible. If the error is less than four hours the hours shorted will be included in the employee's next regular paycheck.

SECTION 14. On call Foreman for Highway Department will receive a 4 hours of overtime for being on call during their on call period. Chief and Senior water operator will receive 4 hours of overtime for being on call for water department for the week. Foreman will alternate on call weeks and only be paid for on call.

ARTICLE XII

Breaks

SECTION 1. All employees' work schedules shall provide for a fifteen (15) minute coffee break during each one-half shift of a normal day. Coffee breaks will be 9:00-9:15 in the morning and 2:00-2:15 in the afternoon. Lunch will be from 12:00-12:30 PM. If there is an emergency, the coffee break times will be a digression of the Director of Public Works. Coffee breaks must be taken on the job site. One member of the crew on each job site will be allowed to go to the store, restaurant to pick break items.

ARTICLE XIII

Meal Periods

SECTION 1. An employee required to work more than four (4) hours overtime continuous with the expiration of his regularly scheduled work day shall be provided a meal period of one-half hour in duration. No time deduction shall be made for the half- hour overtime meal period.

SECTION 2. The Town shall have the right to adjust overtime meal periods in a reasonable manner to be compatible with the availability of meals and other considerations of public convenience and accommodation.

ARTICLE XIV

Holidays

SECTION 1. All regular, full-time employees shall receive one day of regular straight time pay as described in employee Article X, which is defined as eight and one-half (8.5) hours of pay at straight-time rates, in lieu of work for the day on which each of the following are observed by the Commonwealth as holidays:

New Year's Day	Labor Day
Civil Rights Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	½ day before Thanksgiving
Thanksgiving Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Juneteenth

SECTION 2. In addition to the holidays listed in Section 1, supra, employees shall receive the Friday after Thanksgiving off. Employees shall receive as an additional half-holiday the last half of the day before Christmas Day. When Christmas falls on a Tuesday, the whole day before shall be granted as a holiday. When Christmas falls on a Thursday, the whole day after shall be granted as a holiday. Employees who are required to work on that Friday during regular duty hours shall receive straight-time compensatory time off. Employees shall also receive the last half day before Thanksgiving and the last half day before New Year's.

SECTION 3. To be eligible for holiday pay, an employee shall have worked or have satisfactorily presented himself for work on the day before the holiday and on his next regularly scheduled work day following the paid holiday, unless excused because of illness at the discretion of the Director of Public Works and such discretion shall not be unreasonably exercised.

SECTION 4. If a holiday occurs within an employee's vacation period, the employee will not be charged a vacation day for the holiday.

ARTICLE XV

Vacations

SECTION 1 Employees who have been in the continuous full-time or part-time employ of the Town for twelve (12) months from date of employment in any year shall be entitled to a vacation of two (2) weeks at regular pay. Part time employees' vacation will be prorated based on average hours worked. Prior to an employee's twelve (12) months of continuous employment an employee may request using accrued vacation up one half ($\frac{1}{2}$) to the current balance accrued after successfully completing their 90 day probationary period.

SECTION 2. 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' vacation at regular pay. . Part time employees' vacation will be prorated based on average hours worked.

SECTION 3. 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' vacation at regular pay. Part time employees' vacation will be prorated based on average hours worked.

SECTION 4. 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' vacation at regular pay. Employees hired prior to July 1, 1998. shall receive an additional vacation day. Part time employee's vacation will be prorated based on average hours worked.

SECTION 5. 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 6. 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 7. 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 time employed from the date of employment.

SECTION 8. An employee may carry forward to the next vacation year up to one-half (1/2) of his annual vacation leave. Any vacation leave carried forward must be taken in the year to which it is carried.

SECTION 9. Employees shall give notice to the Director of Public Works 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 leave for a vacation of one week (5 working days) or more. Notice shall be given two working days prior to the first day of vacation leave for a vacation of less than one week (five working days). In case of emergency, notice may be waived by the Director of Public Works.

ARTICLE XVI

Compensatory Time

Employees may earn compensatory time in lieu of being paid overtime. The maximum compensatory time balance that can be accrued at any time is twenty (20) hours. Accrued comp time must be used within the following period. July – November and December to June.

ARTICLE XVII

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 twelve(~~12~~15) days per calendar year, the same to be cumulative, provided, however, that the Director of Public Works 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 Director of Public Works, 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 foreman or to the Director of Public Works.

SECTION 2. Sick leave shall be granted for sickness or injury in the immediate family, as defined in Article XVII, Section 1, in the amount of five (5) days per year if a

doctor's certificate is provided certifying to the illness. Such time shall be deducted from sick leave.

SECTION 3. If an employee is directed to obtain a physical examination to return to work, the fee for such examination shall be paid for by the Town and the examination shall be conducted by a physician appointed by the Town.

SECTION 4. Employees covered by this Agreement who have been hired on or before June 30, 2012 and who have been in the continuous permanent employment of the Town for five (5) years shall, upon retirement, resignation, or death be entitled to a lump sum payment for unused sick leave. Payment for unused sick leave for an employee resigning shall be computed by multiplying 20% of the employee's unused accumulated sick leave by the daily rate of the employee's position, not to exceed sixty (60) days. 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 not to exceed sixty (60) days. In the event of retirement, notice shall be given ninety (90) days prior to the effective date of retirement.

ARTICLE XVIII

Bereavement Leave

SECTION 1. An employee is eligible to take bereavement leave up to three (3) days for immediate family. The term "immediate family" is defined as Spouse, Child, Father, Mother, Sister, Brother, Mother-in-Law or Father-in-Law, Grandparents, grandchild, step grandparents, step parents, step children, significant other, and if employee is the sole provider of family member (at the discretion of the Town Manager if there is proof of legal guardianship or power of attorney as the sole provider.)

SECTION 2 Bereavement leave will be granted up to Two (2) days to the employee in the event of a death for members of his/her family, other than those specified above, at the discretion of the Town Manager.

ARTICLE XIX Personal
Business Leave

SECTION 1. Employees who have completed ninety (90) days of employment shall, subject to this Article, be granted three (25.5) 3 days of personal leave annually at the beginning of each fiscal year. Employees starting after the fiscal year and once completed probation will be given prorated time.

SECTION 2. Application for such leave must be made in writing to the Department Head as early as possible and, except in the case of an emergency, not less than 24 hours in advance in order to assure adequate coverage.

SECTION 3. Except in emergency situations, personal leave days shall not be granted the scheduled work day before or after a holiday, vacation period, or other leave of absence.

SECTION 4. In the event of an emergency, the town may cancel all scheduled personal days for the duration of that emergency.

SECTION 5. Unused personal days will not be allowed to be carried over from the previous fiscal year

ARTICLE XX
Leave of Absence

SECTION 1. Leaves of absence may be granted by the Director of Public Works and 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 Director of Public Works in advance.

ARTICLE XXI
Jury Duty

SECTION 1. If an employee is called to Jury Duty, he shall receive an amount equal to the difference between his normal compensation of eight and one half (8.5) hours of pay 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.

ARTICLE XXII

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, 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 training. An employee, on request, may combine his military leave with his regular vacation period.

ARTICLE XXIII

Health and Welfare

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 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 31, 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 XXIV

Uniforms and Protective Clothing

SECTION 1. Employees required to wear storm gear to perform their work assignments shall be supplied said storm gear including hats, capes, overall, pants, boots and gloves. Reflective safety jackets will be supplied by the Town on an annual basis in August. Reflective jackets shall be cleaned throughout the year.

SECTION 2. The employee shall be responsible for his issue of storm gear and shall be responsible to have it readily available to wear.

SECTION 3. If an employee is assigned duty requiring storm gear and his issue is not available for wear, he shall forfeit the time lost.

SECTION 4. The Town shall replace worn storm gear, and the employee shall be required to turn in worn gear to draw a new issue.

SECTION 5. If the employee does not have the worn issue to turn in, the cost of the new issue shall be withheld from his pay, unless the employee can satisfactorily show that such a loss or inability to turn in such gear was not due to his fault.

SECTION 6. Protective glasses, safety shoes (one pair per year) helmets, climbing belts and other safety accessories shall be supplied by the Town, and the employee shall be required to utilize said accessories and devices in accordance with the provisions as set

forth by this Agreement under the Article XXVI, Safety Code Committee. The town shall reimburse employees for one pair of safety shoes per fiscal year upon presentation of a receipt. The maximum reimbursement for said shoes shall be \$250. The town will, in the alternative, pay the supplier directly if the employee can arrange to have the town billed for said shoes.

SECTION 7. Protective glasses, helmets, climbing belts and other safety accessories shall be replaced when worn or in disrepair under the same conditions of this section as pertains to storm gear.

SECTION 8. Employees shall be required to wear all safety equipment issued to them. Failure to comply with this regulation shall result in the Employee being given a written warning; thereafter the employee shall receive a suspension from work without pay for one week and thereafter, failure to comply shall result in the employee being terminated.

SECTION 9. Each employee, with the exception of any clerical workers, shall receive a yearly clothing allowance of seven hundred dollars (\$800) annually. Half of the clothing allowance will be paid on the payroll closest to the first day of the fiscal year and half on the payroll closest after January 1st of each year.

ARTICLE XXV

Seniority

SECTION 1. Seniority shall be defined as length of service in the Department of Public Works. 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, and lay off for lack of work or funds, or other authorized leave of absence.

SECTION 3. In the event it becomes necessary to lay off employees, the principle of seniority shall control within classification. The least senior employee in the job classification affected by the la off 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.

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 one (1) year 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 ninety (90) days of his 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.

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 cases of promotion and transfer. The employee so promoted or transferred shall be on trial for the first thirty (30) 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.

ARTICLE XXVI

Temperature

SECTION 1. Except in case of emergency, when the temperature becomes oppressive, either hot² or cold, the continuance of work for the duration of the shift will

² When the temperature exceeds 90 degrees in the shade.

be determined by the Director of Public Works after consultation with the union steward or another member of the executive board of the union if the steward is not available. Should the Director of Public Works order suspension of work for the remainder of the shift, the employees so relieved will be paid straight time rates to the end of the shift. However, the Director of Public Works may reassign employees to areas where the heat or cold is not so oppressive as to warrant consideration of relief from work.

ARTICLE XXVII

Safety 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 after it provides the Union with notice and an opportunity to bargain.

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. The town may create a town-wide safety committee on which the bargaining unit shall have representation.

SECTION 4. The Town shall provide and the Union shall inform its members to use protective devices, wearing apparel, safety practices and other accessories, equipment which shall include fume detectors, masks and proper ventilation in sewers, and precautions for the protection of employees from injury.

ARTICLE XXVIII

Job Posting

SECTION 1. When a position or new position covered by this Agreement becomes vacant, and the Town desires to fill the vacancy, such vacancy shall be posted in a conspicuous place listing the pay, area, duties and qualifications. The Town will give a

copy of the posting to the local president or union leadership before it is posted. This notice of vacancy shall remain posted for ten (10) calendar days. Employees interested shall apply in writing within the ten calendar day period.

SECTION 2. The successful applicant 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. In the event the Town elects not to post a vacancy for filling, the Union shall be notified within fifteen (15) days of the Town's decision. The Town retains the right not to fill a vacancy.

ARTICLE XXIX

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 Director of Public Works and/or Town Manager 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 XXX

Miscellaneous Provisions

SECTION 1. Should any provision of this Agreement be found to be in violation of any Federal or State Law, or civil service rule 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, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and

effect, and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege, or working condition, it shall be subject to negotiation between the parties.

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 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 the Director of Public Works has been notified prior to said entry onto the premises and have given approval.

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 Town 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 enter or leave the premises. 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. A pay week shall be from Sunday to Saturday, inclusive. Payment of overtime in all instances shall be made on the paycheck immediately following overtime worked.

SECTION 6. (Reprimand) If a supervisor has reason to orally reprimand an employee, he shall do so in a manner that will not unduly embarrass the employee before the public and/or other employees.

SECTION 7. (Indemnification) In conjunction with Chapter 512 of the Acts of 1978, the Town agrees to provide insurance coverage for indemnification for employee's liability.

SECTION 8. (Licenses) The Town will reimburse an employee for the renewal fees for the following licenses upon proof of issuance and payment provided that said license is necessary for the performance of the duties listed in the employee's job description or for functions which the employee might reasonably be expected to perform in the course of his employment:

Class B CDL with air brake endorsement
Class A CDL with air brake endorsement
Hydraulic License
Water License

SECTION 9. (Mechanic's Position) The employee filling the position of mechanic shall perform exclusively mechanical duties and, along with all other employees, shall be responsible for the heating and lighting systems at the town garage, answering the telephone, and leaving the premises in proper order. If mechanical duties are required to be performed on an overtime basis, such overtime shall first be offered to the mechanic. Once such overtime has been offered, the Town shall be deemed to have fulfilled its obligation under this section.

SECTION 10. (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 Director of Public Works 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 Director of Public Works or town manager.

SECTION 11. As used in this contract, the term "emergency" shall be defined as "any state of emergency declared by the President of the United States, by Emergency Management, by the Governor of Massachusetts, or by the Town Manager for any crisis such as a natural disaster or conflagration.

SECTION 12. In cases where Town Hall employees are excused without loss of pay or benefits for all or part of the work day, and the DPW unit employees are not excused, they shall receive straight comp time off to be used at a mutually agreeable time so as to not unnecessarily disrupt the department. Such time is to be used within two months and may not be cashed in for compensation. This benefit shall be limited to no more than two such occurrences in which the Town Hall employees are so excused.

SECTION 13. Employees shall receive benefits- sick, vacation, personal, clothing, and license reimbursements while out of work on worker's compensation. Such benefits shall cease after one full year of such worker's compensation leave.

SECTION 14. The Town of Winchendon will notify the union if it creates or changes any new or existing policies/practices. The Town will meet its obligation to bargain under the law in respect to this section.

SECTION 15. If an Employee is cited for an infraction (speeding, DUI, etc.) involving a license or certification that he/she uses in his/her employment, the employee shall immediately notify the Director of Public Works of Public Works about said matter. The Town reserves the right to discipline an employee for any such infraction

SECTION 16. (Fraud) Instances of Employees using their position for personal enrichment through the deliberate misuse or misapplication of the organization's resources or assets shall be addressed in accordance with the Town of Winchendon Fraud Policy.

SECTION 17. The following Foreman (Cemetery, Highway, Transfer Station), the Chief Mechanic, Chief Water Operator and Senior Water Operator will be provided an annual stipend toward the cost of their personal cell phone which shall be required to be utilized for work purposes. The stipend shall be \$450 paid on the first pay period of the fiscal year.

ARTICLE XXXI

Waiver

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in the Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXXII Classification Plan and Pay Rates

SECTION 1. In this Agreement and made part of it as Appendix A shall be established a classification and pay plan. It shall list all positions covered by this Agreement by title along with the wages for each position and by Department.

SECTION 2.

Employees shall receive annual longevity bonuses as follows on the first payroll of July:

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 yrs. - 29 yrs. of service	\$1,200
30 yrs. or more	\$1,500

ARTICLE XXXIII



Duration

This agreement shall be effective as of July 1, 2022 and shall remain in full force and effect until June 30, 2025. This agreement shall remain in effect from year to year unless either party notifies the other party prior October 1 thereafter, 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.

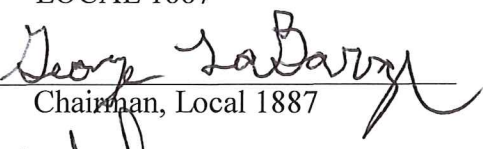
IN WITNESS WHEREOF, the parties have executed this Agreement this 22th day of June, 2022.


TOWN OF WINCHENDON


Justin Sulzbach
Town Manager

 
Brian Croteau
Director of Public Works

AFSCME, AFL-CIO COUNCIL #93
LOCAL 1887


Chairman, Local 1887


Secretary, Local 1887

AFSCME Representative