AGREEMENT

between

THE TOWN OF WINCHESTER

and

LOCAL 888 OF THE SEIU

WINCHESTER DPW WORKERS

July 1, 2016 – June 30, 2019

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PREAMBLE

This Agreement entered into the 1st day of July, 2017, by and between The TOWN OF WINCHESTER (Employer), a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, acting through its Board of Selectmen, hereinafter called the "Municipal Employer", and the Local 888 of the SEIU (Winchester DPW Union) an unincorporated association, its officers and members jointly and severally, hereinafter called the "Union".

WHEREAS, under General Laws Chapter 150E, employees are given the right to bargain collectively; and

WHEREAS, the Union has secured designation from the State Labor Relations Commission as the bargaining agent of a unit of certain employees; and

WHEREAS, the Municipal Employer desires to cooperate with the employee under the terms of the said enabling legislation and the aforesaid designation;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

Recognition

Section 1
The Town recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all Employees in the following appropriate unit:

> "that the unit appropriate for the purpose of collective bargaining consists of all the Employees on an hourly rate (Grade W-9 to W-15) in the labor group of the Department of Public Works and the Custodians of the Library and Town Hall and School Building Maintenance Personnel who have completed six months service".

Section 2
Excluded from the unit are clerical help, division heads or their assistants in the said departments; and Director of Public Works and his assistant, and further, all other municipal employees of the Town of Winchester, and all employees in the classification who are now, or hereafter shall be, designated by the Municipal Employer as a representative of it for the purposes of bargaining.

ARTICLE II

Attachments

Section 1
The Union recognizes the present existence of a compensation plan, a Personnel Policy Guide, and certain Town By-Laws governing the wages, hours, and conditions of employment of the Employees it represents which documents as presently existing and a Salary Schedule hereto attached, are incorporated and made a part of this Agreement as though recited herein in full, and they shall be the terms of this Agreement as they may be amended resulting from collective bargaining and Town Meeting acceptance, subject to such Federal, State and Municipal laws and regulations as are from time to time in full force and effect and are applicable, relative to wages, hours, and other conditions of employment, except as hereinafter provided. To the extent that any Town By-Law, rule, or regulation is inconsistent with the contract, the contract shall prevail.

Section 2
Both parties to this Agreement acknowledge that the Town of Winchester is an affirmative action employer. The Union pledges its support as the Town attempts to recruit, hire and promote all job classifications without regard to race, color, religion, sex, or national origin

ARTICLE III

Management Rights

Section 1
The Municipal Employers shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives, including, without limitation, the exclusive right of the Municipal Employer or its duly designated agent to issue reasonable rules and regulations governing the operation of the Department of Public Works, including the right to direct, assign, transfer, hire, promote and retain Employees of the Department of Public Works and to suspend, demote and discharge Employees; to relieve Employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of the operations entrusted to them, to determine the methods, means and personnel by which such operations are to be conducted and to take whatever actions may be necessary to carry out the mission of the Department of Public Works. Nothing in this Agreement shall in any way diminish or derogate from the powers, duties and responsibilities entrusted to the Town Manager as set forth in Town Charter 150E, Sections 2, 7, and 10 and/or the specific provision of this Agreement.

Section 2
As to every matter not expressly covered by this Agreement, and except as expressly or directly modified by a specific provision on this Agreement, the Board of Selectman and the Town Manager retain exclusively to themselves all rights and powers that they have or may hereafter be granted by law, except as they may conflict with Chapter 150E, Sections 2,7, and 10, and shall exercise the same without such exercise being made the subject of the Grievance and Arbitration provision of this Agreement.

Section 3
It is agreed that the Municipal Employer will not use its retained rights in such a manner as to be inconsistent with the terms and conditions of this Agreement.

ARTICLE IV

Union Security

Section 1
Deduction of Union Dues and Agency Service Fee The Employer agrees to deduct and remit to the Union on a monthly basis the Union dues or agency service fee of each Employee who shall have submitted a written authorization for such deduction.

Section 2
Agency Service Fee Requirements Payment of an agency service fee consistent with the provisions of Chapter 150E of the General Laws shall be required as a condition of employment for all permanent Employees following thirty (30) days employment, and for all temporary Employees who have completed six (6) months' employment.

Section 3
Indemnification The Union agrees to defend, indemnify and hold harmless the Employer for all costs, complaints, judgments, or similar expenses resulting from implementation of the provisions of this Article.

Section 4
Non-Discrimination Neither the Employer nor the Union shall discriminate against any Employees because of participation in any legal Union activities, nor because of non-participation except to the extent of payment of any required agency service fee.

There shall be no discrimination on the basis of race, color, creed, national origin, sex or age or Union activities.

Section 5
Temporary Full-time Employees Temporary full-time Employees shall receive benefits after six (6) months continuous employment.

ARTICLE V

Just Cause

Section 1
The Employer shall not discharge, suspend or demote an Employee with more than six months (continuous service) except for just cause.

In the case of a discharge or suspension, the Employer shall notify the Union officer of same by certified mail, said letter to be sent in the U. S. mail within three (3) days of said discharge or suspension.

Section 2
If the Town reprimands an Employee in writing, the Employee shall have the right to submit a written rebuttal to be placed in the Employee's file; and further, the Employee shall be afforded the opportunity to sign the reprimand on the space provided.

ARTICLE VI

Grievance Procedure

Section 1
The purpose of this Article is to establish a procedure for the settlement of grievances. It is the objective of the parties that most day-to-day problems will be discussed and resolved between the Employee and the Union Steward and the Employee's immediate supervisor or the Director of Public Works. It is the objective of this procedure the informal settlements are to be encouraged within the framework of the Collective Bargaining Agreement.

Section 2
If a problem designated by the Employee is a grievance as defined herein and has not been resolved in an informal manner between the Employee, the Union Steward, and the Employee's immediate supervisor or the Director of Public Works, the following grievance procedure shall apply:

Grievance: A Grievance is defined as an alleged direct violation of an express and specific term of this Agreement.

Step 1. The Union Steward and the aggrieved Employee shall present the grievance to the Supervisor within fifteen (15) days of the occurrence giving rise to the grievance, or within fifteen (15) days after the Employee has knowledge of the occurrence or should have reasonably known of the occurrence. The Supervisor shall respond within five (5) days after this discussion. The parties shall exert all efforts to settle the grievance at this step.

Step 2. If the grievance has not been satisfactorily settled within Step 1 it may be presented to the Director of Public Works, provided it is delivered within fifteen (15) days after the response of the Supervisor. The Director of Public Works shall meet with the Employee and the Steward and/or the Union representative and shall respond to the Union representative in writing within ten (10) days after having received the grievance.

Step 3. If the grievance has not been satisfactorily settled within Step 2, the Union may present the grievance to the Town Manager, provided it is in writing and it is delivered within fifteen (15) days after the response of the Director of Public Works. The Town Manager shall meet with the Employee and the Steward and/or the Union representative. The Town Manager shall respond to the Union in writing within ten (10) days after having received the grievance.

Step 4. If the grievance still remains unsettled, the Union may, within ten (10) days, present the grievance in writing to the Board of Selectmen who shall, as soon thereafter as is practicable, conduct a hearing within twenty-one (21) days at which the Union shall present evidence of all material facts relating to the grievance. Upon the conclusion of the hearing, the Board of Selectmen shall transmit to the representative of the Union in writing their decision on the grievance within seven (7) days or as soon thereafter as is practicable.

It is mutually agreed that in the interpretation of the provision herein relating to Steps 1, 2, 3, and 4 if no response is provided at any step, the Union shall have the right to process the grievance to the next step.

Step 5. Any grievance which remains unsettled after having been fully processed pursuant to the provision of Steps 1, 2, 3, and 4 shall be subject to arbitration by the Union's written filing with the American Arbitration Association under its voluntary arbitration rules and regulations.

The function of the arbitrator shall be to determine if the Municipal Employer is complying with the written provisions of this Agreement, and also to determine the arbitrability of any grievance as defined herein. Neither party shall have a right in arbitration to obtain, and the arbitrator shall be without power and authority to make any decision which violates or is inconsistent with the terms of this Agreement. The arbitrator shall not have the authority to alter, amend, or change the terms of this Agreement. No arbitrator shall have the power or authority to make any award retroactive beyond thirty (30) days prior to the date on which the grievance was first discussed at Step 1.

Unless the parties otherwise agree, attendance at the hearings before the arbitrator shall be limited to witnesses and authorized representatives.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this Agreement provided that no arbitrator shall have any authority or jurisdiction to render an unlawful award. The cost and expenses of the arbitration charged by the American Arbitration Association and/or the arbitrator shall be borne equally by the parties.

ARTICLE VII

Committees

Section 1

Mutual Concerns Committee

There is hereby established a bilateral committee to consist of two (2) designees of the Union and two (2) designees of the Town to review job descriptions of bargaining unit Employees. The Committee shall meet monthly or at such other intervals as its recommendations to the Town Manager and Personnel Board including recommendations, if any, for reclassification.

Section 2

Safety Committee

There is hereby established a Safety Committee to consist of two (2) members of the Union and two (2) members from Management to meet once a month or whenever the need may be to make recommendations to improve safety and equipment to the D.P.W. Director.

ARTICLE VIII

Seniority

The length of service of the Employee in the bargaining unit shall determine the seniority of the Employee.

The principle of seniority shall govern and control in all cases of promotion of qualified Employees within the bargaining unit, transfer, as well as preference in assignment to shift work and choice of vacation period as qualified by Article XIII, Section E.

ARTICLE IX

No Strike

Section 1

No sanctions are to be invoked by the Union or any Employee covered by this Agreement, including, without limiting the generality of the foregoing, engaging in, inducing or encouraging any strike, work stoppage, slow-down or withholding of any service by said Union or an Employee.

Section 2

The Town agrees that it will not engage in the lockout of bargaining unit Employees.

ARTICLE X

Health Insurance

(A) The Town will provide and pay 50% of the monthly premium of the Blue Cross Blue Shield indemnity (Master Medical) coverage or its equivalent.

(B) With the exception of the insurance received pursuant to Sections C and D below and as restricted by M.G.L. Chapter 32B Section 16, in the event that an Employee elects to participate in any HMO Plan offered by the Town, the Town will contribute a sum towards the cost of such health insurance protection which is the same dollar amount that it contributes toward the cost of the indemnity plan referenced in Paragraph One.

(C) The Town will provide and pay 71% of the monthly premium of the Blue Cross Blue Shield HMO Blue Family Plan. The Town will provide and pay 90% of the monthly premium of the HMO Blue and Harvard Pilgrim Health Care HMO individual plans. The Town will provide and pay 81% of the monthly premium of the Harvard Pilgrim Health Care HMO Family Plan.

(D) Effective July 1, 2005, the Town will provide and pay 71% of the monthly premium of the Blue Cross Blue Shield HMO Blue Family Plan. The Town will provide and pay 85% of the monthly premium of the Blue Cross Blue Shield HMO Blue and Harvard Pilgrim Health Care HMO individual plans. The Town will provide and pay 79% of the monthly premium of the Harvard Pilgrim Health Care HMO Family Plan.

(E) Effective July 1, 2010 acceptance of the Health Care Plan Design Changes. Withdrawal of the grievance filed.

(F) Effective January 1, 2011 acceptance of 75%/25% split on Health Care Premiums.

(G) The Town shall for the life of the contract maintain a Health Care Reimbursement Account (HRA) for the following:

In Patient Hospitalization, outpatient surgery and emergency room visit.

ARTICLE XI

Uniforms

Section 1
The Town will provide uniforms and five (5) tee shirts to all bargaining unit Employees, and shall replace uniform items on an "as needed" basis at the Director's discretion. The Town commits to ordering said uniforms by August 15th of each year. It is the obligation of the Employee to maintain the uniforms in a neat and clean condition, and wear the uniforms on duty, as required by supervision.

Effective January 1, 2011, increase boot allowance by $25.00. Each employee shall be provided an annual boot allowance in the amount of $150.00.

ARTICLE XII

Sick Leave

Section 1
Employees covered by this agreement shall be credited with sick leave credits at the rate of 15 days per year. For employees with 90 days or more of unused sick leave as of January 1st of each year, the Town will buy back unused sick days from the previous year at a maximum of 15 days. If the employee elects the incentive by January 1st, he will receive either a) payment on January 31st or b) payment at retirement or termination for the unused sick leave at $125. per day, effective July 1, 2013, $150 per day effective July 1, 2014 and $175 Per day effective July 1, 2015.

Section 2
Sick leave credits in excess of ninety (90) days earned by Employees which were credited to sick leave bank shall continue to be available to such Employees upon the exhaustion of their 90-day individual maximum, and upon the recommendation of the Department Head and approval of the Town Manager. In determining whether to grant sick leave from the Bank, consideration will be given to prior attendance, use of sick leave and on-the-job performance.

Section 3
Sick leave credits, whether individual or from the bank, shall be available only for illness or injury of the Employee which is not covered by the Workers' Compensation Law, or hereinafter provided in connection with incapacitation covered by the Workers' Compensation Law.

Section 4
Employees whose incapacitation is covered by the Workers' Compensation Law and who are receiving benefits thereunder shall be entitled to utilize individual or banked sick leave credits as hereinabove provided, to make up the difference between Workers' Compensation benefits and the Employee's normal net pay.

Section 5
Employees shall notify the employer as early as possible of their intended absence under this Article, but in no event later than their scheduled starting time each day, unless prevented from doing so by reasons beyond the Employee's control.

Section 6
An Employee who has been absent on sick leave or because of duty-connected injury or illness for five or more separate occasions in the course of a calendar year, upon his return to work is required to submit to a medical examination by a duly-qualified physician selected by the Department Head, unless the Department Head requests the Employee to submit a certificate from his personal physician indicating the nature of the illness or injury and that the Employee is physically capable to return to duty, and said certificate is acceptable to the Department Head.

Section 7
The expense for a medical examination by a duly qualified physician selected by the Department Head in compliance with this Article shall be borne by the Department.

Section 8
Any regular scheduled time unavoidably lost as a result of a required attendance at such an examination shall be paid for as regular time worked.

Section 9
An Employee hospitalized overnight due to an injury or illness shall arrange with his Department Head for the medical examination prior to returning to work.

Section 10
Requirements of this Article may be waived by the Department Head with the concurrence of the Workers' Compensation Agent.

Section 11 - Voluntary Sick Leave Bank
(A) A sick leave bank will be established for use by eligible members of the bargaining unit (Local 888) who have exhausted their own sick leave and have a prolonged and/or serious illness or injury.

(B) Participation in this Bank shall be voluntary. To join the Bank a member must notify the Union in writing by November 1 of that year he wishes to join the Voluntary Sick Leave Bank. Such notification authorizing the contribution of one (1) of his annual sick leave days to be contributed to the Bank that year and each subsequent year thereafter. Any member may withdraw from the Bank by notifying the Union by November 1, 20__. The Union in turn must notify the business office by November 6, 20__ as to the number and identity of the contributors. Only those members who so contribute a day may receive benefits in that year.

(C) Unused days in the Sick Leave Bank at the end of the year shall be carried forward to the Sick Leave Bank for the following year.

(D) The Sick Leave Bank shall be administered by a Sick Leave Bank Board consisting of four (4) members. Two (2) members will be designated by the Management Bargaining Committee and two (2) members from Local 888 Bargaining Unit. Award of benefits from the Bank requires a majority vote of the full board.

(E) Any initial grant of sick leave by the Board shall not exceed _____ days. If need continues, reapplication to the Board may be made for further extensions up to a maximum of _____ days each. No more than a total of _____ days may be granted to any member for any given illness and/or injury.

(F) Subject to this provision the Sick Leave Bank Board shall use the following criteria in administering the Bank and determining eligibility and amount of leave:
Submit health record
History of prior utilization of sick leave
No sick days will be awarded from the Bank for elective procedures that can be deferred.

(G) The decision of the Sick Leave Board with respect to eligibility and entitlement shall be final and binding and not subject to appeal except for reconsideration to the Board itself.

LOCAL 888
SEIU

VOLUNTARY SICK LEAVE BANK PARTICIPATION
AUTHORIZATION FORM

In accordance with Article XII Section 11 of the contract, I wish to join the Voluntary Sick Leave Bank and wish to contribute one (1) day of my annual sick leave days for this year and each subsequent year of employment thereafter, unless I notify the Association otherwise, as provided in the contract. Participation in this Bank shall be voluntary. To join the Bank, a member must notify the Union in writing by November 1 of that year that he wishes to join the Sick Leave Bank. Such notification authorizing the contribution of one (1) of his annual sick leave days to be contributed to the Bank for that year and each subsequent year of employment thereafter.

Any member may withdraw from the Bank by notifying the Union by November 1, 20__. The Union, in turn, must notify the business office by November 6, 20__ as to the number and identity of the contributors. Only those members who so contribute a day may receive benefits in that year.

NAME: _____
(SIGNATURE)

NAME: _____
(PRINT)

DATE: _____

ARTICLE XIII

Vacations

A. 1. One week's vacation without loss of base pay will be granted in each calendar year to all permanent Employees who have actually worked fifteen (15) weeks (in the aggregate) during the twelve months preceding June 1.

2. Additional days of vacation will be added at the rate of one day for each three weeks of additional length of service after fifteen weeks and up to thirty weeks. For example:

1 day to all permanent Employees who have actually worked 18 weeks
2 days to all permanent Employees who have actually worked 21 weeks
3 days to all permanent Employees who have actually worked 24 weeks
4 days to all permanent Employees who have actually worked 27 weeks

B. Two weeks' vacation without loss of base pay will be granted in each calendar year to all permanent Employees who have actually worked thirty (30) weeks (in the aggregate) during the twelve months preceding June 1. (G.L. c. 41, S.III).

C. Three weeks' vacation without loss of base pay will be granted within each calendar year to all Employees who have completed five years' "service". Eligibility for the third week of vacation commences January 1 of the calendar year in which the fifth service anniversary occurs. For "Service" see Paragraph G.

D. Four weeks' vacation without loss of base pay will be granted within each calendar year to all Employees who have completed ten years' service. Eligibility for the fourth week of vacation commences January 1 of the calendar year in which the tenth year of service occurs.

E. Eligibility for the additional vacation commences January 1 of the calendar year in which the fifteenth year of service occurs. Effective January 1, 1999 any member with over 15 years of service and less than 25 years of service 3 additional vacation days will be granted. On January 1, 2000 an additional vacation day will be granted to members with more than 15 years of service and less than 25 years of service. On January 1, 2001 one additional vacation day will be granted to members with more than 15 years service and less than 25 years of service. In accordance with the foregoing sentence, effective January 1, 2001, employees who have completed fifteen years of service shall be eligible for five weeks vacation without loss of base pay within each calendar year. Eligibility for the fifth week of vacation commences January 1st of the calendar year in which the fifteenth year of service occurs.

An Employee who meets work qualifications shall not lose his earned vacation pay if incapacitated because of an injury or illness incurred in the line of duty. In such cases his vacation shall be carried over to the following year.

F. Vacations are scheduled under the direction of the Department Head or Supervisory Authority. Whenever possible, the vacation period should follow an Employee's preference, subject to work requirements and seniority. Employees entitled to more than two weeks' vacation may be required to split their vacation period in the light of workload requirements.

G. Length of service as referred to in Paragraphs C and D means total service in the employ of the Town, not necessarily continuous. If a permanent or temporary Employee has previously been a "part-time" Employee, he will receive proportional credit for his part-time employment toward this "service". Leave of absence for active duty in the Armed Forces will be credited as "service".

H. Vacations cannot be accumulated from year to year. Exceptions may be made for Employees with ten years or more service upon the recommendation of the Department Head or Supervisory Authority, and after review by the Personnel Board and approved by the Town Manager if submitted a reasonable time in advance.

I. If a recognized legal holiday (as specified in Article XIX) falls within the period of the vacation, one day will be added to the vacation. The additional day may be added later at a time mutually satisfactory to the Employee and the Department Head.

J. Part-time, permanent Employees will be entitled to the same amount of vacation leave as full-time Employees and will be paid at their regular part-time rate.

K. After temporary Employees have worked thirty (30) weeks during the twelve (12) months prior to June 1, they will be entitled to two (2) weeks' vacation without loss of pay.

L. Whenever the employment of a person is terminated during the year by dismissal through no fault or delinquency on his part, or by resignation, retirement, or death, he or his estate shall be paid at the regular rate of compensation payable to him at the termination of his employment, an amount in lieu of his unused vacation leave. (G.L. c. 41, S111E).

ARTICLE XIV

Overtime and Short Time

Section 1
An Employee called out to work on so-called "short time" shall receive a minimum of two hours' pay at time and a half each time he is called out to report for duty. This shall never result in more than twelve (12) hours of pay at the base rate of an eight-hour shift for said Employee. This payment will not apply to time worked in extension of existing shift. However, if an Employee is called back to work to participate in snow and ice operations within twelve (12) hours after leaving work, the Employee shall be entitled to two (2) hours' pay at time and one half even if the time worked extends into the Employee's existing shift.

Section 2
Effective July 1, 2014, An Employee called out on "short time" between the hours of 3:00 p.m,. and 4:00 a.m. shall be considered to be on duty for pay purposes for four (4) hours, and after the emergency has been alleviated may leave the place of emergency. If an employee is called out after 4:00 a.m., they shall be considered to be on duty for pay purposes of two (2) hours and any time beyond the two (2) hour period.

Section 3
Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times his regular rate of pay for work in excess of eight (8) hours in one day and forty (40) hours in one week. Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. The employer shall keep records in each division time book of the overtime worked. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the shop steward with the foreman of the division involved. Schedule or hours of work shall not be changed to avoid payment of overtime.

Section 4
When there is one (1) burial on Saturday there will be four (4) Employees assigned to cover the burial, and these Employees shall be paid four (4) hours of pay at time and one half. However, if there are two (2) burials on Saturday the same Employees will be assigned to cover the burials and paid eight (8) hours of pay at time and one half. When there are any burials on Sunday the same procedure stated above will take place, except that the Employees assigned to work on Sunday will be paid at the rate of double time. If there are more than two (2) burials on Saturday or Sunday additional personnel may be assigned at the discretion of the D.P.W. Director.

Section 5
In the event of any snow and/or ice operation or a Town-wide flooding event, employees who work at least seven consecutive hours immediately prior to the start of their regularly scheduled shift on that day will be compensated for that regular shift at the rate of one and one-half (1/•) time his regular hourly rate in lieu of straight pay, provided further that the employee works all or part of his or her regularly-scheduled shift immediately following said snow and/or ice operation or Town-wide flood.

ARTICLE XV

Snow and Ice Control

Section 1
The Employees covered by this Agreement recognize the responsibility to man required overtime situations unless excused by an authorized management person or by having a doctor's certificate. Employees covered by this Agreement recognize the responsibility to man required overtime situations unless excused by an authorized management person or by having a doctor's certificate. In the event that an employee is absent without such authorization on more than four (4) occasions in one year, the employee shall forfeit their Snow/Ice Stipend for that year.

Section 2
It is understood by both parties to this Agreement that such work requirements shall be subject to reasonable interpretation, having in mind the length of time an Employee has been on duty and his limitations relative to operation of equipment.

Section 3
Assignment to such work shall be in the Director's discretion based upon the needs of the Town.

Section 4
There shall be a committee, comprised of three persons designated by the Union and three persons designated by the Town, which shall meet to discuss snow and ice operations and make recommendations on said operations to the Director of Public Works. In examining snow and ice operations, and in particular manning levels assigned to such operations, the committee shall consider the efficiency of the operation, the safety of the operators, and the safety of the townspeople.

Section 5
Please see Side Letter of Agreement regarding Snow and Ice Stipend in Appendix B-2.

ARTICLE XVI

Differential

Any Employee required to work on a holiday or Sunday shall receive, in addition to the regular holiday pay, an amount equal to two (2) times his regular rate of pay for all hours worked. This includes assigned Employees who cover burials at the cemetery.

ARTICLE XVII

Special Duty Assignments

Section 1
Special duty money as provided in the Appendix shall be paid for hazardous or undesirable work on a particular skill. Cement special duty is restricted to cement finishers only. Working foreman or foremen doing finishing work because no finisher is available to do it, and with the approval of the Director of Public Works or his representative, shall receive special duty money.

Section 2
Granolithic special duty money as provided in the appendix shall be paid to each member of the granolithic crew, including the foreman, engaged in granolithic curbing work.

ARTICLE XVIII

Stand-by Alert

It is intended in the stand-by pattern to have the pay considered in vacation pay and for retirement purposes insofar as the contracting parties can control the same subject to the provisions of the General Laws. This does not include overtime pay.

ARTICLE XIX

Holidays

Section 1

The following days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

A. Employees shall be paid one day, at regular straight time pay, for the above holidays which fall on or are observed on regularly scheduled work days and, in addition, for a Friday which precedes New Year's Day, Independence Day, Veteran's Day, Christmas and Martin Luther King Day, if said holiday falls on a Saturday.

If an Employee's work schedule is other than Monday through Friday, he shall receive a paid day off to be taken during the calendar year, but prior to the start of snow and ice operations, or otherwise it will be considered waived, if any of the following holidays fall on his day off (other than Sunday) during the work week effective according to the said work schedule: New Year's Day, Washington's Birthday, Patriot's Day, Memorial Day, Martin Luther King, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

B. After temporary Employees have worked thirty weeks during the twelve-month period prior to June 1, they will receive holiday pay in accordance with Paragraph A.

C. In order to qualify for holiday credit, an Employee shall have worked on the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless absence is authorized.

D. Effective July 1, 1997 the day after Thanksgiving will be considered a regular holiday. If an Employee is requested to work on that day he will be paid at the rate of time and one-half.

ARTICLE XX

Temperature

The Director of Public Works with the local President being present shall establish an excessive temperature work release policy.

ARTICLE XXI

Protection of Work Opportunity

Section 1
Employees with less than six months' continuous service shall not perform work normally done by those Employees within the bargaining unit, such as driving vehicles and operation of equipment, except when such qualified Employees are not available to perform those duties.

Section 2
An Employee assigned to perform work in a higher-rated classification shall be paid at the higher rate while performing those duties and responsibilities. They shall be placed in the step of the higher pay rate which is sufficient to provide no less than a $.25 per hour increase over the Employee's regular rate of pay.

Switching personnel or assignments to avoid payment of the higher rate shall not be allowed. Assignments to work at a higher grade must be made by a supervisor.

ARTICLE XXII

Union Business

Section 1
Union stewards shall be granted reasonable leave with pay to investigate and settle grievances, following notification to their immediate supervisor.

Section 2
Within thirty days of the signing of this Agreement, the Union will give written notice of the names, addresses and jurisdictions of Union stewards, such that it will not normally be necessary for any steward to travel between work sites to handle grievances.

Section 3
Representatives of the Union who are not employees of the Town of Winchester shall be granted reasonable access to the Employer's premises after notice for the purpose of conducting Union business provided there is no interference with Employees or operations.

Section 4
Members of the Union's Executive Committee, Shop Stewards, or members of other bargaining unit committees shall be given an aggregate total of six (6) days off during the year to attend to Union business, training, conferences. Management shall be notified in advance of this leave.

An employee who is a member of the Union's Executive Board shall be entitled to up to one (1) day of leave per month without loss of pay or benefits for the purpose of attending meetings of the Executive Board.

ARTICLE XXIII

Job Posting and Bidding

When a position covered by this Agreement becomes vacant, and if the Town decides to fill said vacancy, such vacancy shall be posted in a conspicuous place listing the pay, duties, and qualifications. This notice of vacancy shall remain posted for seven (7) days. Employees interested shall apply within the seven (7) day period. Within the two weeks of expiration of the posting period, the Employer will award the position to the most senior applicant qualified. The successful applicant shall be given a sixty (60)-calendar-day trial and training period for Grade 13 and above, and forty-five (45) days for all grades below Grade 13. If, at the end of the trial and training period, it is determined that the Employee is not qualified to perform the work, he shall be returned to his old position and rate.

ARTICLE XXIV

Hours of Work

Prior to June 1, 1973, hours of work shall be established and posted and shall become a part of this Agreement. Schedules shall not be changed without a five-day notice and only after discussion with the Association. Said schedules shall not be changed to avoid payment of overtime.

ARTICLE XXV

Longevity

Effective upon the date of Town Meeting approval of this Agreement, payment shall be based on the following:

Service :	Effective July 1, 2013		Effective July 1, 2014		Effective July 1, 2015	
	After 5 years	$1,360	After 5 years	$1,410	After 5 years	$1,460
	After 10 years	$1,660	After 10 years	$1,710	After10 years	$1,760
	After 15 years	$1,960	After 15 years	$2,010	After 15 years	$2,060
	After 20 years	$2,260	After 20 years	$2,310	After 20 years	$2,360
	After 25 years	$2,460	After 25 years	$2,510	After 25 years	$2,560

Employees hired after July 1, 1974 shall have service credited for longevity or continuous service in the bargaining unit.

ARTICLE XXVI

Personal Leave

Section 1
Employees shall be granted three (3) days off per fiscal year for which they will be paid at their normal rate to conduct personal business. Upon extenuating circumstances the Department Head may grant additional leave at his discretion. (The parties agree that members may carry over and schedule a 2017 earned personal day until March 31, 2018.)

Section 2
When circumstances permit, the Union agrees that Employees will give to the Director at least five days' notice.

Section 3
Bereavement Leave: In the event of death in the immediate family of an employee, the employee will be granted leave with pay in the amount of five (5) working days, and such leave shall not be charged to sick leave or vacation leave. In addition, one (1) day per year shall be granted by the Department Head to attend the funeral of a close friend or relative not in the immediate family.

"Immediate Family" is defined as wife, husband, child, brother, sister, parent; and parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, including any other relative who resides in the same household as the employee.

ARTICLE XXVII

Miscellaneous Provisions

Section 1
Bulletin board 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 not to post denunciatory or inflammatory material on such bulletin boards.

Section 2
Should any provisions 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.

Section 3
Any Employee covered by this Agreement operating a Town vehicle who is involved in an accident causing damage to a Town vehicle and who is aware of the same and fails to report said accident or damage may be subject to disciplinary action.

Section 4
Employees shall be assigned to salt spreading trucks in accordance with Article XV, Section 4.

Section 5
The Town shall provide one (1) fifteen (15) minute work break where feasible to each Employee during the morning portion of his regular work day. The scheduling of this break shall be at the discretion of the Town.

Section 6
Prior to any member of the bargaining unit being terminated for disciplinary reasons, such Employee shall be afforded a personal hearing with the appointing authority, and the Union shall be given notice of such hearing in order to be present.

Section 7
The Town Manager, The D.P.W. Director, and representatives of the collective bargaining unit will meet on a regular basis and develop training procedures for bargaining unit members.

The Town and the bargaining unit will also mutually develop promotional standards for unit members.

ARTICLE XXVIII

Duration

This Agreement shall be effective from July 1, 2016 through June 30, 2019, and shall thereafter automatically renew itself for successive terms of one (1) year unless by December 1 next prior to the expiration of the contract, either the Municipal Employer or the Union shall have given the other written notice of its desire to modify or terminate the Agreement.

In the event that another Municipal collective bargaining unit under the jurisdiction of the Selectmen settles a contract, and that contract is funded by Town Meeting for a percentage settlement higher than this Agreement, the parties agree to a wage reopener at the request of the union. The funding of any modified agreement would be subject to ratification by both parties and approval by Town Meeting.

This Memorandum of Understanding shall be subject to ratification by both parties and subject to funding on the part of the Town. All other terms and conditions of the parties Agreement are renewed and shall remain in full force and effect. The parties agree to incorporate the above changes in a new collective bargaining agreement.

Signed by the Respective negotiating committee members this day of June, 2017.

ARTICLE XXIX

Wages

Bargaining unit Employees will be paid hourly wages in accordance with the provisions of Appendix A, attached hereto and incorporated as part of this Agreement.

Base Wage increase based on the following schedule:

FY2017	Effective July 1, 2016	2% (retroactive)
FY2018	Effective July 1, 2017	2% (retroactive)
FY2018	Effective January 1, 2018	.5%
FY2019	Effective July 1, 2018	2%
FY2019	Effective January 1, 2019	.75%

ARTICLE XXX

Entire Agreement

The Union and the Town acknowledge that, during the negotiations which resulted in this Agreement, the parties had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated and the agreements of this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the Union and the Town voluntarily and without qualification waive the right and agree that the parties shall not be obligated to bargain collectively with regard to any subject matter referred to by this Agreement or with respect to any subject matter not specified or referred to in this Agreement.

ARTICLE XXXI

Reduction in Work Force

Section 1 - Notification
The Town will notify the Union of anticipated layoffs as soon as possible. At the same time, the Town will, to the degree it is possible to do so, identify the job classifications affected, the Division(s) where the jobs are, and the number of positions involved. As it becomes possible to identify specific Employees who may be affected, such Employees will be given written notification of the expected layoff, the reason for it, and the anticipated duration if not permanent.

Section 2 - Procedures
The following procedures will be followed by the Town in layoff situations:

A. The Town will first look to attrition before resorting to actual layoffs.

B. If attrition is not practical, the Town will attempt to avoid layoffs of permanent Employees by reassigning to a comparable vacant position within the division for which he or she is qualified or can reasonably be trained for.

C. The Town will accept the volunteer resignation when offered by an Employee before making an involuntary layoff, provided the position involved is within the departmental division where layoff is needed.

D. If neither attrition nor voluntary resignation can be accomplished, then the following guidelines would be followed by the Town:

The principle of seniority shall govern and control in all cases of layoff of qualified Employees within the bargaining unit.

All Employees laid off would be placed on a recall list and offered first opportunity for recall provided qualified for the position being offered. Such recall list shall be in effect for a period of three (3) years.

Nothing herein contained shall in any way be construed to make the officials of the Town of Winchester or the officials of the Union liable personally, and further, the Union will not be held liable upon its disclaimer for irresponsible action on the part of an individual covered by this Agreement or by such unauthorized action by any group of such individuals, not representing the majority of the Union.

IN WITNESS WHEREOF the parties to this Agreement have caused this Agreement to be executed by their agents duly authorized, as of the date first written above.

LOCAL 888, SEIU

BOARD OF SELECTMEN

ARTICLE XXXII

Length of Service Benefit

Current employees of this unit who attain 50 years of age and 10 years of service to the Town of Winchester DPW Department shall be entitled to a one-time, on calendar year, base wage increase of 7% of their applicable base wage payment. The benefit will apply in the subsequent calendar year next after the employee attains both 50 years of age and 10 years of service.

The employee must notify the Director on or before the October 1, of the year prior to the calendar year that the employee seeks to receive this benefit.

Only four (4) unit members at a time may elect to receive this benefit in any one calendar year. If more than four (4) members seek to implement the benefit the first four (4) qualified members, by seniority, shall be selected.

Only current employees of the bargaining unit shall be entitled to this benefit. The list of said employees is attached as Addendum **A** hereto. No future members of the bargaining unit shall be entitled to receive this benefit.

SCHEDULE 7

T.E.A. Compensation Schedule (W Grades) - FY17 - July 1, 2016

Compensation Grade/Title		Minimum	II	III	IV	Maximum
W-9	Laborer	18.77	19.36	19.86	20.48	21.17
W-10	Motor Equipment Operator Skilled Laborer Water Meter Reader	19.39	19.89	20.56	21.18	21.89
W-11	Heavy Motor Equipment Operator Tennis Court Maintenance Supervisor Stock Clerk	20.19	20.83	21.41	22.05	22.80
W-12	Custodian - General Maintenance Craftsman Mechanic - Special Equipment Operator Motor Equipment Repairman Special Equipment Operator Tree Climber Transfer Station Scale Operator	20.96	21.68	22.25	22.89	23.64
W-13	Head Custodian - General Working Foreman Motor Equipment Repairman-Welder Transfer Station Operator Skilled Craftsman B Highway Working Foreman Grounds Working Foreman Horticultural Specialist	22.04	22.81	23.52	24.22	25.01
W-14	Highway Foreman Transfer Station Foreman Skilled Craftsman A Maintenance Foreman Cemetery Foreman Traffic Signalization Foreman Forestry Foreman	22.84	23.54	24.28	25.01	25.83
W-14a	Foreman	22.84	23.54	24.28	25.01	25.83
W-15	Mechanical Specialist Multi-Crafts Specialist General Foreman	23.77	24.42	25.14	25.90	26.75

The preceding rates reflect a 2% increase adjustment over FY16 July rates

FY17 is the 1st year of a 3-year agreement between the Town of Winchester and the SEIU, Local 888.

SCHEDULE 7

T.E.A. Compensation Schedule (W Grades) - FY18 - July 1, 2017

Compensation Grade/Title		Minimum	II	III	IV	Maximum
W-9	Laborer	19.15	19.75	20.26	20.89	21.59
W-10	Motor Equipment Operator Skilled Laborer Water Meter Reader	19.78	20.29	20.97	21.61	22.33
W-11	Heavy Motor Equipment Operator Tennis Court Maintenance Supervisor Stock Clerk	20.59	21.25	21.84	22.49	23.25
W-12	Custodian - General Maintenance Craftsman Mechanic - Special Equipment Operator Motor Equipment Repairman Special Equipment Operator Tree Climber Transfer Station Scale Operator	21.38	22.12	22.69	23.35	24.11
W-13	Head Custodian - General Working Foreman Motor Equipment Repairman-Welder Transfer Station Operator Skilled Craftsman B Highway Working Foreman Grounds Working Foreman Horticultural Specialist	22.48	23.27	23.99	24.71	25.51
W-14	Highway Foreman Transfer Station Foreman Skilled Craftsman A Maintenance Foreman Cemetery Foreman Traffic Signalization Foreman Forestry Foreman	23.29	24.01	24.76	25.51	26.35
W-14a	Foreman	23.29	24.01	24.76	25.51	26.35
W-15	Mechanical Specialist Multi-Crafts Specialist General Foreman	24.24	24.91	25.64	26.42	27.29

The preceding rates reflect a 2% increase adjustment over FY17 July rates

FY18 is the 2nd year of a 3-year agreement between the Town of Winchester and the SEIU, Local 888.

SCHEDULE 7

T.E.A. Compensation Schedule (W Grades) - FY18 - January 1, 2018

Compensation Grade/Title		Minimum	II	III	IV	Maximum
W-9	Laborer	19.25	19.85	20.36	20.99	21.70
W-10	Motor Equipment Operator Skilled Laborer Water Meter Reader	19.88	20.39	21.07	21.72	22.44
W-11	Heavy Motor Equipment Operator Tennis Court Maintenance Supervisor Stock Clerk	20.70	21.35	21.94	22.60	23.37
W-12	Custodian - General Maintenance Craftsman Mechanic - Special Equipment Operator Motor Equipment Repairman Special Equipment Operator Tree Climber Transfer Station Scale Operator	21.49	22.23	22.80	23.46	24.23
W-13	Head Custodian - General Working Foreman Motor Equipment Repairman-Welder Transfer Station Operator Skilled Craftsman B Highway Working Foreman Grounds Working Foreman Horticultural Specialist	22.59	23.38	24.11	24.83	25.64
W-14	Highway Foreman Transfer Station Foreman Skilled Craftsman A Maintenance Foreman Cemetery Foreman Traffic Signalization Foreman Forestry Foreman	23.41	24.13	24.89	25.64	26.48
W-14a	Foreman	23.41	24.13	24.89	25.64	26.48
W-15	Mechanical Specialist Multi-Crafts Specialist General Foreman	24.36	25.03	25.77	26.55	27.43

The preceding rates reflect a 0.5% increase adjustment over FY17 July rates

FY18 is the 2nd year of a 3-year agreement between the Town of Winchester and the SEIU, Local 888.

SCHEDULE 7

T.E.A. Compensation Schedule (W Grades) - FY19 - July 1, 2018

Compensation Grade/Title		Minimum	II	III	IV	Maximum
W-9	Laborer	19.64	20.25	20.77	21.41	22.13
W-10	Motor Equipment Operator Skilled Laborer Water Meter Reader	20.27	20.79	21.49	22.15	22.89
W-11	Heavy Motor Equipment Operator Tennis Court Maintenance Supervisor Stock Clerk	21.11	21.78	22.38	23.05	23.84
W-12	Custodian - General Maintenance Craftsman Mechanic - Special Equipment Operator Motor Equipment Repairman Special Equipment Operator Tree Climber Transfer Station Scale Operator	21.92	22.67	23.26	23.93	24.72
W-13	Head Custodian - General Working Foreman Motor Equipment Repairman-Welder Transfer Station Operator Skilled Craftsman B Highway Working Foreman Grounds Working Foreman Horticultural Specialist	23.04	23.85	24.59	25.33	26.15
W-14	Highway Foreman Transfer Station Foreman Skilled Craftsman A Maintenance Foreman Cemetery Foreman Traffic Signalization Foreman Forestry Foreman	23.88	24.62	25.38	26.15	27.01
W-14a	Foreman	23.88	24.62	25.38	26.15	27.01
W-15	Mechanical Specialist Multi-Crafts Specialist General Foreman	24.85	25.53	26.29	27.08	27.97

The preceding rates reflect a 2% increase adjustment over FY18 January rates

FY19 is the 3rd year of a 3-year agreement between the Town of Winchester and the SEIU, Local 888.

SCHEDULE 7

T.E.A. Compensation Schedule (W Grades) - FY19 - January 1, 2019

Compensation Grade/Title		Minimum	II	III	IV	Maximum
W-9	Laborer	19.79	20.40	20.92	21.57	22.30
W-10	Motor Equipment Operator Skilled Laborer Water Meter Reader	20.43	20.95	21.65	22.32	23.06
W-11	Heavy Motor Equipment Operator Tennis Court Maintenance Supervisor Stock Clerk	21.27	21.94	22.55	23.23	24.02
W-12	Custodian - General Maintenance Craftsman Mechanic - Special Equipment Operator Motor Equipment Repairman Special Equipment Operator Tree Climber Transfer Station Scale Operator	22.08	22.84	23.43	24.11	24.90
W-13	Head Custodian - General Working Foreman Motor Equipment Repairman-Welder Transfer Station Operator Skilled Craftsman B Highway Working Foreman Grounds Working Foreman Horticultural Specialist	23.21	24.03	24.77	25.52	26.35
W-14	Highway Foreman Transfer Station Foreman Skilled Craftsman A Maintenance Foreman Cemetery Foreman Traffic Signalization Foreman Forestry Foreman	24.06	24.80	25.57	26.35	27.22
W-14a	Foreman	24.06	24.80	25.57	26.35	27.22
W-15	Mechanical Specialist Multi-Crafts Specialist General Foreman	25.04	25.73	26.49	27.29	28.18

The preceding rates reflect a 0.75% increase adjustment over FY19 July rates

FY19 is the 3rd year of a 3-year agreement between the Town of Winchester and the SEIU, Local 888.

ADDENDUM A

Local 888 SEIU, DPW Workers
Bargaining Unit

Aaron Ashcraft
Mark Augello
Samuel Bellino
Daniel Callanan
David Cannava
Robert Carey
Victor Claudio
Thomas Connolly
Alex DeLeon
James DiTullio
Peter Dizio
Joseph Doiron
Anthony Donlon
Mark Frongillo
Jeffrey Gangi
James Greelish
Stephen Landry
Richard Longo
James Magee
Charles McLeman
Brian Medwar
Brendan Minnehan
Peter Mungo
Edward O'Connell
Kenneth Reynolds
Anthony Rolli
Paul Romeo
Robert Roscillo
Michael Tartarini
Paul Taylor
Thomas Vail
Albert Wollinger

APPENDIX B-1

Special Duty Assignments

$0.25 cents per hour additional when assigned to garbage collection.

$0.75 cents per hour additional when assigned to cleaning sewer lines or repairing stoppages therein.

$0.75 cents per hour additional when assigned to operate Bombardier.

$0.75 cents per hour additional when assigned to masonry, cement, or granolithic work.

$0.22 cents per hour additional – Crawler/Rubber Tired Excavator, Special Duty.

$1.00 per hour additional when assigned to chains (placement or replacement).

$1.00 per hour additional for mechanics working during snow and ice operations.

$1.00 per hour additional when assigned to catch basin cleaning.

APPENDIX B-2

Stipends

Mechanics: Employees assigned to perform major repairs to diesel engines or transmissions will receive an additional one ($1.00) dollar per hour while actually engaged in such work as determined by the Fleet Coordinator.

Spray license: Two hundred fifty ($250.00) dollars annually for four (4) Employees (maximum).

Transfer station: One ($1.00) dollar per hour stipend for Thursday nights and Saturday. Employee assigned to drive the tractor trailer will be compensated at the W13 maximum rate plus $1.00 per hour stipend.

When the operator of the vehicle has completed his responsibilities in the operation of the vehicle and after he has completed the required review and checkout of the equipment he will be assigned to finish the workday at the transfer station, unless the D.P.W. Director determines that the services are required at some other function within the D.P.W.

The person who is assigned to operate the vehicle will receive an additional $1 per hour during the month of operation and on overtime when he is operating the vehicle. In addition, when he is requested to operate the vehicle and it is not during the assigned month, he will be paid at the rate of and additional $1 per hour on each day that he is so assigned.

Water treatment and wastewater licensure stipend: Water Department Employees covered by this collective bargaining Union who are licensed by the Commonwealth of Massachusetts as Water Treatment Plant Operators or Wastewater Treatment Plant operators shall annually receive the following stipends:

Any Employee holding certification in both Water and Wastewater shall receive both stipends.
CDL license stipend: Effective July 1, 1994 each member of the collective bargaining unit who possesses a valid CDL license shall receive an annual stipend of $200 *New England Water Pollution Association Collective System Certification.

	Water	Wastewater *
I	$ 150	$ 100
II	250	150
III	350	200
IV	450	250

Snow and Ice Stipend - Effective July 1, 2017, An annual Snow and Ice Operations stipend shall be established and payable in the amount of $300.00 and effective July 1, 2018 payable in the amount of $375.00 for all employees. This stipend will be paid in a lump sum.

SIDE LETTER OF AGREEMENT

Regarding Snow and Ice Stipend in Appendix B-2

Members of the Bargaining Unit shall receive the entirety of the Snow and Ice Stipend in December of each year prior to snow and ice season commencing. Members of the bargaining Unit will be required to pay back the entirety of the Snow and Ice Stipend to the employer if they miss three (3) snow and ice operational incidents. In order for the employer to recoup the stipend paid to an employee, they must verbally warn the member after the first missed incident, issue a written warning after the second missed incident, and inform the member that they are subject to pay back the stipend to the employer following the third missed incident.

Members of the bargaining Unit will not be charged with a "missed incident" if they are on excused leave.

SIDE LETTER

At such time as the Town of Winchester amends the Page 15 of the current Town of Winchester DOT Drug and Alcohol Testing Policy to reflect that, upon a second prohibited conduct event result, the tested employee "may be subject to discipline including, without limitation, termination," the Town of Winchester and Local 888 of the SEIU Winchester DPW Union agree to amend the current collective bargaining agreement to add the following new article:

SUBSTANCE ABUSE AND TESTING

Section 1
It is agreed and understood that, as public employees, those covered by this Agreement are held to a high standard of conduct and performance, which is incompatible with the use of controlled substances or the abuse of alcohol. Use of controlled substances or alcohol by employees during working hours may be grounds for immediate dismissal. Also, in addition to substance abuse testing otherwise required by federal or state law, whenever an employee is involved in an accident in a Town vehicle or using Town equipment, or when the Town has reasonable cause to suspect that an employee is under the influence of controlled substances or alcohol, the Town may require the employee to undergo appropriate testing. The employee to be tested will be transported to and from the testing site by the Employer. If the test comes back negative, the Town will pay for the lost time.

Section 2
Any and all testing, rehabilitation and monitoring of employees shall be undertaken and accomplished in confidence, to the extent practicable. Testing for controlled substances and/or alcohol shall not be utilized to harass employees.

Section 3
An employee who has tested positive for drugs or alcohol, and who then has seven years with no further positive tests, shall, upon request, be entitled to have reference to the positive test expunged from his or her personnel record.

For the TOWN OF WINCHESTER for Local 888 of the SEIU (Winchester DPW Union)