

Memorandum of Understanding

This memorandum of Understanding (MOU) is entered into this ²⁸ _____ day of
October, 2020 by and between the respective bargaining committees of the SEIU
Local 888 Winchester Clerical Workers (Union) and the Town of Winchester, Select Board.

This MOU shall be subject to ratification by the Union employees and the Select Board and then further by Winchester Town Meeting Members, failing which this MOU shall be null and void and of no effect. This MOU is intended to confirm and modify the existing agreement between the parties. It is intended to cover the Fiscal Years 2020, 2021, and 2022, for the period July 1, 2019 to June 30, 2022.

The terms of the MOU are as follows:

1. Change “Board of Selectmen” to “Select Board” throughout the entire contract.
2. Amend Table of Contents accordingly to accommodate for all changes listed within the MOU.
3. Amend **Article VII, Vacations, Sections 1 and 2** as follows:

Section 1 One week's vacation without loss of base pay will be granted in the first **calendar year to all new employees** who have actually worked 15 weeks. **Two weeks' vacation without loss of base pay will be granted in the first calendar year to all new employees who have actually worked 30 weeks.**

Section 2 **Two weeks' vacation without loss of base pay will be granted in each calendar year to all employees after the first calendar year of employment.**

4. Amend **Article VIII, Holidays, Section 1** as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Presidents' Day	Thanksgiving Day
Patriots' Day	Christmas Day
Memorial Day	
Independence Day	

5. Amend **Article XIII, Health and Insurance Plan**, as follows:

Acceptance of 75%/25% split on **Health Care Premiums** on January 1, 2011.

Add "Acceptance of 50%/50% split on Harvard Pilgrim PPO Premiums on July 1, 2011".

6. Amend **Article XVII, Job Descriptions/Working Out of Grade** as follows:

Article XVII, Job Descriptions/Working Out of Grade/Reclassifications

Amend **Section 2** by adding the following:

~~Employees assigned to work in a higher rated classification shall be compensated at the higher rate starting after the first day of such assignment.~~ **Starting after the first day such assignment for any hours spent working out of grade, employees assigned to work in a higher rated classification shall be compensated as follows:**

- A. Working one grade higher than the assigned employee's current grade shall be compensated at the step on the higher rated compensation schedule of the covered position that is a minimum increase of \$1.50 per hour.**
- B. Working two grades higher than the assigned employee's current grade shall be compensated at the step on the higher rated compensation schedule of the covered position that is a minimum increase of \$2.50 per hour.**
- C. Working three grades higher than the assigned employee's current grade shall be compensated at the step on the higher rated compensation schedule of the covered position that is a minimum increase of \$3.50 per hour.**

**Add:
Section 3**

Reclassification requests will be presented to the Human Resources Department in writing. The Human Resources Department will notify the Union any time a reclassification request is submitted and when it will be presented to the Personnel Board. This notification shall include all information submitted.

All comparable information and related documentation explaining the reason for the reclassification request will be provided and attached to the request.

The Town Manager will provide the employee requesting reclassification and the Union a response in writing within 30 calendar days of the submitted request. The 30 days may be extended upon mutual agreement between the Town Manager and the Union.

Reclassification Approval: When a reclassification request is approved by the Town Manager, the employee and the Union will be notified. The employee will receive the additional compensation on the next available payroll after the reclassification is approved by the Town Manager and/or Town Meeting (if necessary) and all necessary paperwork is submitted to the Comptroller's Office for processing. The compensation will include any retroactive pay back to the effective date of the reclassification. When a reclassification is approved, the employee's new step increase date will become the date that their current position was reclassified.

Reclassification Denial: When a reclassification request has been denied, the employee and the Union will be notified in writing by the Town Manager with an explanation for the denial.

All provided information will be taken into account when deciding reclassifications. Reclassification requests are at the sole discretion of the Town Manager with Town Meeting approval if necessary.

7. Amend **Article XVIII, Compensation** as follows:

Base Wage increase based on the following schedule:

FY2020	Effective July 1, 2019	2.0% (retroactive)
FY2021	Effective July 1, 2020	2.0% (retroactive)
FY2022	Effective July 1, 2021	2.5%

Add: Effective July 1, 2020, add three steps at the end of Schedule 1 on each grade level. Each new step shall be a 3% differential over the prior step.

Add: The parties agree that all compensation for employees covered by this agreement, including but not limited to wages and reimbursements shall be direct deposited by the Town in an account of the employee's choosing.

All employees receiving wage payment by direct deposit shall receive their advice of said wage payment through the Town's Employee Self-Service (ESS) program.

Add: Effective January 1, 2021, the new Town of Winchester Employee Performance Evaluation document, which includes performance standards, accomplishments, and goals, will be used as an evaluation tool for all union members during all probationary and annual reviews.

8. Amend **Article XIX, Longevity Plan, Section 1** as follows:

Section 1 Employees in this unit shall be paid longevity to the following Schedule:

Years of Service	As of July 1, 2018	As of July 1, 2020
5	\$1,350.00	\$1,450
10	\$1,550.00	\$1,700
15	\$1,800.00	\$2,000
20	\$2,000.00	\$2,400
25	\$2,200.00	\$2,600

9. Amend **Article XXVII, Technological Change Stipend** as follows:

Add:

Section 2

Effective July 1, 2020, the stipend shall be equal to 2% of the union members' base salary.

Add:

Section 3

The tech stipend is to acknowledge that technology is changing rapidly and frequently and that the members of the clerical union are part of the front line team using technology in the operation of municipal government, including communication, financial and administrative functions.

The increase in stipend from 1 to 2% recognizes that the clerical employees are expected to learn and utilize this changing technology that is comprehensive of computer systems, software, copiers, printers and other equipment and any other means and methods to carry out clerical duties. There is an acknowledgement that the use of technology will be in the sole discretion of management, and that training may be provided upon request of the employee.

10. Add new **Article XXIV, ID Badge/Card Access Key**

The use of key cards by any Clerical Union Member, will not be used for the tracking of time or entrance activity except as set forth below. Information gathered from use of the key card cannot be used for any disciplinary action, unless key card information is necessary for investigation relating to a possible violation of Town policies.

In addition to the above, please refer to the Town of Winchester's ID Badge/Card Access Key Policy created 9/1/2020.


11. Amend **Article XXIX, Duration** as follows:

This Agreement between the Town and the Union shall become effective on July 1, 2019 and shall continue in full force and effect until midnight of June 30, 2022. In the event that a new agreement is not signed by June 30, 2022, the terms of this agreement shall continue in full force and effect until such time as the new agreement is signed.

In the event that another Municipal collective bargaining unit under the jurisdiction of the Select Board 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 re-opener at the request of the Union. The funding of any modified agreement would be subject to ratification by both parties and approval at Town Meeting. The parties agree that this paragraph shall not apply to any contracts covering bargaining units under the jurisdiction of the School Committee.

IN WITNESS WHEREOF that the Town and the Union have hereunto caused this agreement to be signed, sealed and delivered in their names by their authorized agents.

For the Town:
By the Select Board:

DocuSigned by:

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DocuSigned by:
Jacqueline Welch
6C702547BA854C5...

DocuSigned by:
Mariano Goluboff
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Susan Verdichio
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Amy Shapiro
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For: SEIU, Local 888
Winchester Clerical Workers

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