

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into this 16th day of October, 2019 by and between the respective bargaining committees of the SEIU Local 888 Winchester DPW Workers 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 Meetings 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 of 2020, 2021, and 2022 for the period of July 1, 2019 to June 30, 2022.

The terms of the MOU are as follows:

1. Contract will be revised to include "Select Board" in place of "Board of Selectmen" throughout the contract.
2. **Article IV: Union Security**
Amend Section 1 and Section 2 to include:

Dues Deduction

The Town agrees that it will deduct membership dues and COPE contributions from the wages of any employee in the unit who has voluntarily submitted a written authorization in the form set forth below.

The dues shall be deducted from each paycheck.

The amount so deducted will be remitted monthly in accordance with each authorization provided that the Town may cease making such deduction at any time upon behalf of an employee as soon as practicable upon timely receipt by the Town of a revocation of the authorization from an employee." When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within two business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include, employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

- **Employee Rosters**

Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement. The list shall include the employees legal name, home address, phone number, personal email, employee ID number, date of hire, annual salary, bargaining unit, department, job

title, work site, work email address and work phone number. Each month the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month. It is understood the Town is only capable of submitting information that is available to them from the Munis payroll system.

- Orientation

When the Employer hires new employees, who are members of the bargaining unit, one-half hour shall be allotted to the Union to meet with such employees. The Employer shall notify the Union President and or Stewards upon the hiring of a new employee.

Agency Service Fee

Employees who choose not to become members of the Union within the effective date of this Agreement or after the date of beginning employment with the Town, whichever is later, may elect to pay an agency fee in an amount agreed upon by the employee and the union.

The Town's obligation is limited to making such deduction, if the amount of wages in that work period permit, and such obligation shall cease at the time that the employee is terminated or separated from employment with the Town, or revokes authorization. The Union shall and hereby holds harmless the Town of Winchester and indemnifies the Town from any liability and costs incurred in implementing this Article.

Article XIV Overtime and Short Time

- Add to Section 5: In the event of any snow and/or ice operation, a Town-wide flooding event, *or water leak*, 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 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, Town-wide flood, *or water leak*.

Article XXVII Miscellaneous Provisions

- Add Section 8: Overtime assignments will be filled by union employees first, however, after the exhaustion of the entire DPW union roster per each overtime assignment if the staffing requirements are not reached by the union employees, the DPW Director may fill overtime staffing requirements with non-union Winchester employees known as PT employees. In the event that the entire DPW union roster does not meet the staffing needs of overtime assignments and PT employees are used to fill overtime staffing requirements, no grievance may be filed by the union pursuant to this article.
- Add Section 9: 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, Union members may opt-in to continue to receive a physical pay stub.

- Add Section 10: All members will receive an annual performance evaluation using the Performance Review document set forth by the Town. The performance review and step increase are at the sole discretion of the manager.

Article XXIX Wages

To be amended to provide that wage rates be adjusted accordingly:

FY2020	Effective July 1, 2019	1.5% (retroactive)
FY2021	Effective July 1, 2020	1.5%
FY2022	Effective July 1, 2021	1.5%

Effective July 1, 2019 add three steps to Schedule 7 T.E.A. Compensation Schedule (W Grades) for a total of 8 steps, there will be a 2% increase between each new step (retroactive).
 Effective July 1, 2019, increase each grade and step of the pay schedule by \$1.00 per hourly rate for all union employees effective July 1st 2019 (retroactive).
 Effective July 1, 2020, increase each grade and step of the pay schedule by \$.50 per hourly rate for all union employees.
 Effective July 1, 2021, \$0 will be added to the base wage rates.

At the beginning of the next contract cycle (FY 2023), effective July 1, 2022, steps 1 and 2 will be dropped. Two steps will be added to the high end of the compensation schedule. These steps will be re-numbered accordingly, (i.e. steps 3 and 4 will become the new 1 and 2 and the added steps 9 and 10 will become 7 and 8.)

Appendix B-1 Special Duty Assignments

- Amend: ~~\$1.00 per hour additional when assigned to catch basin cleaning.~~ A stipend for Catch Basin Cleaning will be paid in the amount of \$300 to eligible employees annually.
- Amend: ~~\$0.22 cents per hour additional Crawler/Rubber Tired Excavator, Special Duty.~~ A stipend for operating Tired Excavator (Daewoo) will be paid in the amount of \$300 to eligible employees annually.

Appendix B-2 Stipends

Add Beeper pay: Increase from W-12 max rate of 6 hours at \$149.40 (Past Practice) to a flat rate of \$200.

Amend: Water and Wastewater Licenses - Increase each level by \$200, I – IV:

Water		Wastewater	
I: \$150	\$350	\$100	\$300
II: \$250	\$450	\$150	\$350
III: \$350	\$550	\$200	\$400
IV: \$450	\$650	\$250	\$450

- Amend: The 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 ~~\$200.00~~ \$1,000.
- Amend Spray License: ~~Two hundred fifty (\$250.00)~~ Three hundred (\$300.00) dollars annually for four (4) Employees (maximum).
- Add: A stipend of \$500 annually will be paid to a union member who maintains a valid Hoisting License.

For the Union:

A. J. Doherty
Frederick J. Connolly
Mark Legillo

For the Town:

[Signature]
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