

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE

TOWN OF WEST BROOKFIELD

AND

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

COUNCIL 93

LOCAL 1364

JULY 1, 2021 THROUGH JUNE 30, 2024



## TABLE OF CONTENTS

Article 1	Employee Unit	Page 1
Article 1A	Union Dues	Page 1
Article 2	Management Rights	Page 1
Article 3	Probationary Period	Page 1
Article 4	Stability of Agreement	Page 2
Article 5	Effect of Laws and Regulations	Page 2
Article 6	Discrimination	Page 2
Article 7	No Strike or Lockout	Page 2
Article 8	Grievance Procedure	Page 3
Article 9	Parental and Family Leave	Page 4
Article 10	Sick Leave	Page 4
Article 11	Holidays	Page 5
Article 12	Vacation	Page 5
Article 13	Bereavement	Page 7
Article 14	Military Leave	Page 7
Article 15	Jury Leave	Page 7
Article 16	Leaves without Pay	Page 7
Article 17	Health Insurance	Page 7
Article 18	Dental Insurance	Page 8
Article 19	Life Insurance	Page 8
Article 20	Time Clock	Page 8
Article 21	Work Clothing/Work Boots	Page 8
Article 22	Required Licenses	Page 8
Article 23	Cell Phone	Page 9
Article 24	Overtime	Page 9
Article 25	Personal Days	Page 9
Article 26	Promotions	Page 9
Article 27	Duration	Page 9
Appendix A	Compensation	Page 10
Appendix B	Health Insurance	Page 12

0

0

0

## AGREEMENT

This is an Agreement made and entered into by and between the Town of West Brookfield, hereinafter referred to as the Town, a municipal corporation situated in Worcester County acting through its Board of Selectmen, and the American Federation of State, County, and Municipal Employees, Council 93, hereinafter referred to as the Union. Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

### ARTICLE 1-EMPLOYEE UNIT

Pursuant to Massachusetts Department of Labor Relations case no. WMAM-15-4315, the Union was certified as the exclusive representative for the purposes of collective bargaining for all full time and regular part time non-professional employees of the Town and specifically excluding the police, fire and all managerial, confidential and casual employees.

### ARTICLE 1A- UNION DUES

Each employee who elects not to join or maintain membership in the Union may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates from which membership dues or per capita fees are paid or received.

### ARTICLE 2 -MANAGEMENT RIGHTS

The Town reserves and retains the sole and exclusive right, without bargaining with the Union, to manage, operate and conduct all of its operations and activities, except as otherwise specifically and expressly provided in this Agreement. The enumeration of management rights in this Article is not to be construed as a limitation of management's rights, but rather as an illustration of the nature of the rights inherent in management. The Town, subject to the express and specific provisions of this Agreement, reserves and retains the exclusive right to hire, promote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish, create, revise and implement reasonable work rules and regulations including performance evaluations, the procedure and the criterion upon which bargaining unit members shall be evaluated which shall be used to determine promotions, demotions, layoffs, compensation, and discipline and discharge; to establish positions and job descriptions and the classifications thereof; to reclassify existing positions based on assigned duties and responsibilities, or make changes in assigned duties and responsibilities; to schedule work as required; to study and use, introduce, install new or improved methods, systems, facilities and/or equipment; to determine methods, processes and procedures by which work is to be performed; to subcontract out work in whole or in part; to schedule and assign work to employees outside of the bargaining unit; and in all respects to carry out the ordinary and customary functions of municipal management.

### ARTICLE 3 - PROBATIONARY PERIOD

All new regular employees will be carefully monitored and evaluated for an initial probationary period of twelve (12) months. The employee's supervisor shall evaluate the employee's performance.



If the working arrangement is not satisfactory to either party, the employment relationship may be severed at any time during that period by the Town. Following the completion of the probationary period, no employee covered by this agreement shall be disciplined or discharged without good cause. The term "good cause" shall be defined as any ground that is not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the sound operation of the Town. During the probationary period all full-time permanent employees shall accrue but cannot use personal leave pro-rated by percentage based on date of employment for calendar year or vacation leave.

ARTICLE 4 - STABILITY OF AGREEMENT

No agreement, understanding, alteration, or variation of the terms or provisions of this Agreement shall bind the parties unless set forth in writing signed by each party.

The failure by either the Town or the Union to enforce compliance with any term of this Agreement shall not be considered a waiver of the right to future enforcement of any such term. The obligations of the Union and the Town as to such future performance shall continue in full force and effect.

ARTICLE 5 - EFFECT OF LAWS AND REGULATIONS

The provisions of this Agreement shall be subordinate to any present or subsequent federal, state or municipal laws, ordinances, or regulations. To the extent that any portion of this Agreement is in conflict with such laws or regulations, nothing shall require the Town to do anything inconsistent with said laws, ordinances, or regulations, nor anything inconsistent with the orders or regulations of any competent governmental authority having jurisdiction to issue same. If any provision of this Agreement is held invalid by a court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 6 - DISCRIMINATION

There shall be no discrimination by the Union or the Town against any employee because of race, creed, color, national origin, age, gender, sexual orientation, gender identity, veteran status, or disability.

ARTICLE 7 - NO STRIKE OR LOCKOUT

The Union recognizes that it is unlawful to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct, assist, or participate in any such strike. The Town agrees that it will not lockout any member of this unit during the period of this agreement.

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its

C

C

C



officers or agents will call, instigate, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

The Town may discharge any employee who violates this Article, and the Union will not resort to the Grievance Procedure on such employee's behalf.

#### ARTICLE 8 - GRIEVANCE PROCEDURE

The term "grievance," as used in this Agreement, shall be narrowly construed to mean an express violation of the written terms of this agreement. Any incident which occurred, or failed to occur, prior to the execution of this Agreement shall not be subject of any grievance hereunder. The grievance shall be submitted in writing and shall identify with specificity the provision(s) of the agreement alleged to have been violated. Any grievance which is not timely presented by the Union, at any step, shall be deemed waived.

Grievances shall be processed as follows:

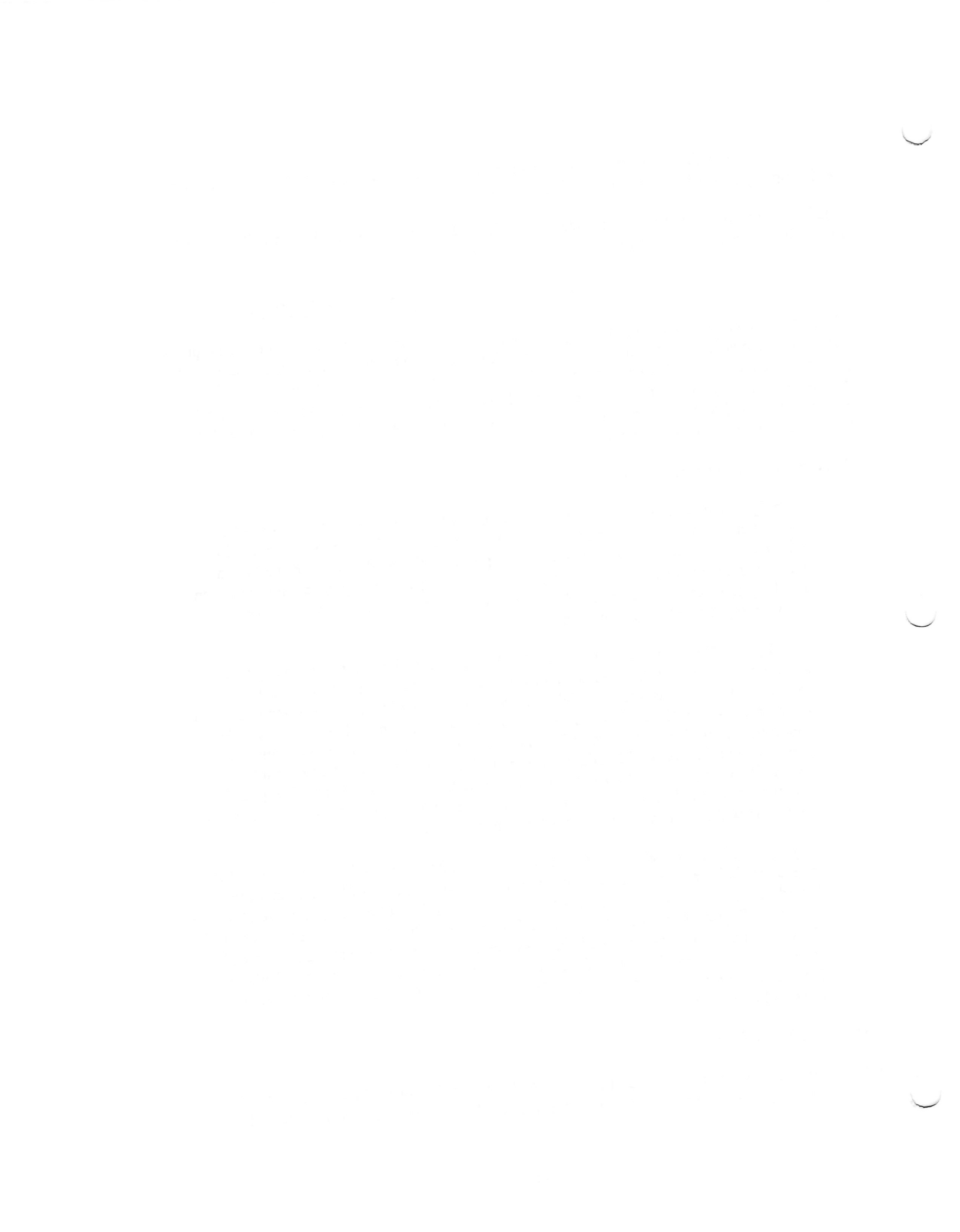
**Step 1:** Any employee, with or without his/her Union representative, covered by this Agreement who has a grievance shall submit it to the immediate, non-unit supervisor with a copy sent to the Board of Selectmen, provided that said grievance shall be in writing and signed by the aggrieved employee within ten working days after the reason for the grievance has occurred. The supervisor shall give his/her written answer within ten working days after such presentation.

**Step 2:** If the grievance is not settled in *Step 1* and the Union wishes to appeal the grievance to *Step 2* of the Grievance Procedure, it shall be referred in writing to the Department Head or elected officials supervising that position as appropriate within five working days after the designated supervisor's answer in *Step 1*. The Department Head, appointing authority, or elected officials supervising that position, shall discuss the grievance within five working days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Department Head, appointing authority, or elected officials supervising that position, shall give his written answer to the Union within five working days following their meeting.

**Step 3:** If the grievance is not settled in *Step 2* and the Union desires to appeal, the grievance shall be referred by the Union in writing to the Board of Selectmen, or the Board's designated representative, within five working days after the Executive Director's answer in *Step 2*. A meeting between the Board of Selectmen, or its representative, and the Union representative shall be held at a time mutually agreeable to the parties within fifteen working days of receipt of the Union's appeal. If no settlement is reached, the Board, or its representative, shall give its written answer to the Union within ten working days following the meeting.

#### **Arbitration Procedure:**

- (a) Within fifteen working days of the receipt of the Step 3 answer, the Union may elect to submit a grievance to arbitration. The arbitrator shall be selected according to and



governed by the following procedure: The Union shall submit a request to the Labor Relations Connection to provide a panel of arbitrators. Said arbitrator is then to be selected from that panel pursuant to the provisions of the Labor Relations Connection Labor Arbitration Rules.

- (b) The fees of the Labor Relations Connection and of the arbitrator and the expenses of any required hearings shall be shared equally by the Town and the Union, but each party shall bear the expenses of its representatives, participants, and for the preparation and representation of its own case.
- (c) The arbitrator's award shall be in writing and shall set forth the findings of fact with reasoning and conclusions. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, and in reaching the decision shall interpret the Agreement in accordance with the commonly accepted meaning of words used herein. Subject to the foregoing, the decision of the arbitrator shall be submitted to the Town and the Union and shall be final and binding upon the Town and the Union.
- (d) Notwithstanding anything to the contrary, no dispute or controversy shall be subject for arbitration unless it involves the interpretation or application of a specific provision of this Agreement. Employee dismissals shall not be arbitrable. The parties may, by mutual agreement, submit more than one pending grievance to the same arbitrator. The arbitrator shall have no power with respect to any right or relief for any period prior to the effective date of this Agreement.

#### ARTICLE 9 - PARENTAL AND FAMILY LEAVE

Employees shall be entitled to any unpaid parental, medical or family leave for which they are eligible to take under any applicable state or federal law. During such leave the employee may utilize any accrued sick or vacation days they have as the sole means of achieving compensation for that time away from work.

#### ARTICLE 10 - SICK LEAVE

Full time employees may accrue sick leave at a rate of one scheduled day's pay per month to a maximum of 120 days.

Part time employees who work between 20 and up to but not including 32 hours per week accrue sick leave at a rate of ½ the rate of a full time employee. No part time employee will be paid more per day than their normal workweek hours divided by five (5). Part time employees can accumulate up to 6 sick days per year. Accrual is based on continuous service of at least twenty (20) hours per week.

For employees hired before July 1, 2018, provided that all other requirements of retirement benefits are met, unused accrued sick leave pay accumulated at time of retirement will be payable at retirement. For employees hired on or after July 1, 2018, up to \$5,000 of accrued but unused sick leave accrued at retirement will be payable at retirement.



Anyone desiring to use sick leave beyond two (2) work days must provide a doctor's certificate. Sick leave may only be used in instances when an employee is out of work due to illness.

#### ARTICLE 11 - HOLIDAYS

- (a) The Town observes the following holidays: New Year's Day, Martin Luther King's Day, President's Day, Patriots Day, Memorial Day, Independence Day (July 4<sup>th</sup>), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.
- (b) If a holiday falls on a Sunday, the following Monday will be a paid holiday. If a holiday falls on a Saturday, the previous Friday will be a paid holiday. If a holiday falls on a Friday, employees who have Fridays off or work a half-day do not receive Thursday or any other day as a paid holiday. A full time employee, who is directed by their supervisor to work on a holiday as defined in part A of this section, will be paid straight time for the day plus time and  $\frac{1}{2}$  for the hours worked.
- (c) All employees eligible for a holiday must work the day before the holiday and the day after the holiday in order to be paid for the holiday. A vacation day and a sick day constitute a workday.
- (d) Part-time employees shall be compensated for holidays that fall on a day they would be otherwise scheduled to work. Their compensation for that day shall be the hours they would have worked had they worked on that day.

#### ARTICLE 12 - VACATION

1. Full-time employees working 32 hours or more a week shall be entitled to the following vacation. Vacation pay will be accrued based on a fiscal year basis. All full-time employees will receive paid vacations according to the following schedule: (Amended June 11, 1991)
  - (a) employees having 1 year of continuous service shall have one work week (5 days) vacation with pay;
  - (b) employees having at least two years but less than five years of continuous service shall have two work weeks (10 days) vacation with pay;
  - (c) employees having at least five years but less than ten years of continuous service shall have three work weeks (15 days) vacation with pay;
  - (d) employees having at least ten years of continuous service shall have four work weeks (20 days) vacation with pay;
  - (e) employees having at least 20 years of continuous service shall have five workweeks (25 days) of vacation with pay.



- (f) employees having at least 30 years of continuous service shall have six workweeks (30 days) of vacation with pay.

Part time employees working over 20 hours shall be entitled to a prorated amount of vacation. Employees working less than 20 hours shall not be entitled to vacation benefits.

An eligible Part Time Employee earns vacation days at the rates listed below:

<u>Hours</u>		
20	50	% of a full time employee
21	52.5	% of a full time employee
22	55	% of a full time employee
23	57.5	% of a full time employee
24	60	% of a full time employee
25	62.5	% of a full time employee
26	65	% of a full time employee
27	67.5	% of a full time employee
28	70	% of a full time employee
29	72.5	% of a full time employee
30	75	% of a full time employee
31	77.5	% of a full time employee
32		full time benefits

Part time accrual is based on continuous service of at least twenty (20) hours per week. Years of service in which the employee worked less than 20 hours per week will not count towards vacation accrual.

2. Annual vacation may be taken as earned, but in no event prior to continuous service with the Town service of at least 1 year.
3. When an employee requests vacation leave, the supervisor and/or appointing authority will approve vacation requests for such time(s) that best serves the public interest. Hours of vacation pay based on normal scheduled workweek. If an employee quits, retires or is terminated during a year, vacation earned is prorated.  $\text{Number of full months}/12 \times \text{number of days} = \text{Number of prorated days (rounded to nearest whole day)}$ .
4. The Town encourages its employees and recognizes the need for employees to take vacation on a yearly basis as earned for purposes of rest, relaxation and a break from work. An employee cannot receive pay in lieu of taking vacation time, unless the employee is retiring or resigning from his/her position.





ARTICLE 13 - BEREAVEMENT LEAVE

Employees will be paid Bereavement Leave only for the hours they were scheduled to work, with a maximum of 8 hours per day. This will be paid when an employee is required to take time off due to the death of a member of that employee's immediate family. The immediate family, for the purposes of this article, shall be defined as the employee's mother, father, sister, brother, child, spouse, mother-in-law, father-in-law, grandmother, grandfather or any other person permanently living in the household. In that event, such employee shall be granted five (5) consecutive working days off including the day of the funeral. It is understood that this provision only applies when an employee would otherwise have been scheduled to work on such days. An employee shall be allowed one (1) day off at his/her regular rate of pay for the death of a member of that employee's extended family. That day shall be the day of the funeral or the day of the service.

ARTICLE 14 - MILITARY LEAVE

Employees who are members of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed 34 days in any state fiscal year and not exceeding 17 days in any federal fiscal year. Employees are required to request such leave as far in advance as possible.

ARTICLE 15 - JURY LEAVE

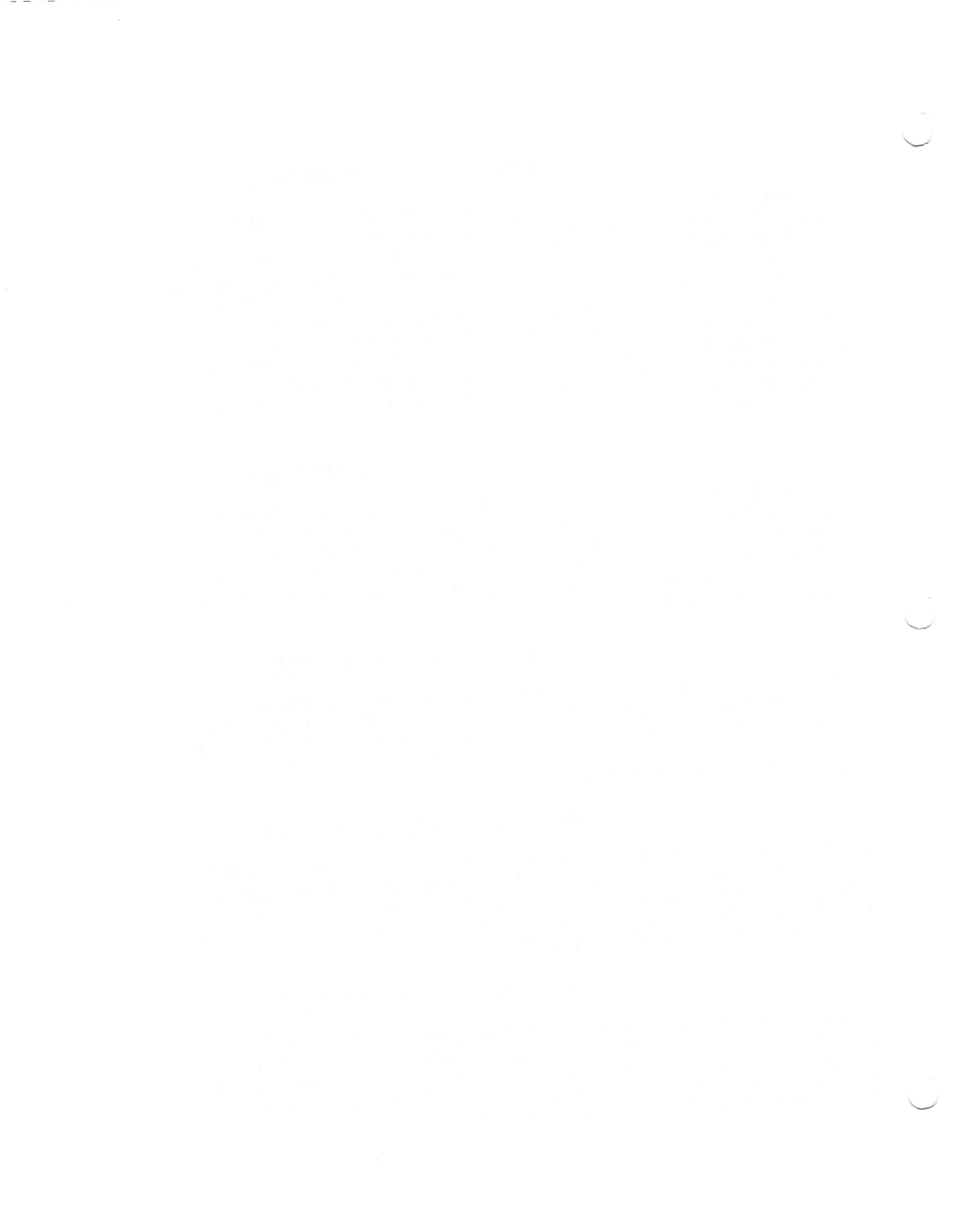
Employees called for jury duty shall be paid for the amount equal to the difference between the compensation paid for the normal working period and the amount paid by the court excluding allowance for travel. The Town Accountant upon presentation of proper evidence shall certify the amount due the employee for moneys received for jury duty. Employees are required to request such leave as far in advance as possible.

ARTICLE 16 - LEAVES WITHOUT PAY

In the event an employee is seriously ill and still cannot return back to work after using all of his/her accumulated sick leave and any statutory leave the employee is entitled to, the employee may request a leave of absence without pay not to exceed six (6) months. This leave of absence may be granted at the discretion of the Board of Selectmen and appointing authority only with a physician's written verification of the employee's illness.

ARTICLE 17 - HEALTH INSURANCE

Employees who regularly work twenty (20) hours or more per week are eligible for Group Health Insurance. The purpose of Group Health Insurance is to provide the employee and his/her family with protection against non-occupational illness or injury. There are two types of HMO insurance plans available to West Brookfield employees. The Town contributes 75% of the HMO premium. The employee contributes the remaining balance.



The Town currently offers two (2) indemnity type programs. The Town contributes 65% of the premium on indemnity type programs. The employee contributes the remaining balance.

ARTICLE 18 -

#### DENTAL INSURANCE

Dental Insurance is available for all full time employees. The Town will pay 65% of the premium and the employee 35% of the premium.

ARTICLE 19 -

#### LIFE INSURANCE

The Town will provide term life insurance to employees working a minimum of twenty (20) hours per week. Employees' benefits include \$10,000 in the case of natural death and \$20,000 for accidental death (double indemnity). The Town of West Brookfield will contribute 50% of the premium and the employee contributes the remaining balance. Employees have the option to purchase additional insurance through the Town's carrier at their own cost.

ARTICLE 20-

#### TIME CLOCK

All employees shall follow the Town's time clock policy.

ARTICLE 21 -

#### WORK CLOTHING/WORK BOOTS

Each contract year, the Town shall purchase for all Highway and Water Department members of this unit who are in the field, Janitors and the Assistant Assessor, work clothing or work boots costing no more than fiscal year 2021 two-hundred dollars (\$200.00) fiscal year 2022 two-hundreds fifty dollars (\$250.00), fiscal year 2023 three-hundred dollars (\$300.00) from a vendor. In the event that an employee has specific boot needs that are not covered by the chosen vendor, the Town will work with the employee to find a vendor that can accommodate those needs. Each eligible employee will have the option to choose their work clothing work/boots from a list or catalogue supplied by the chosen vendor. If the boots or work clothing chosen cost more than allotted amount for the year listed above, the Town will buy the boot or clothing item(s) and the employee will pay any overage directly to the Town at the time the boots/clothing item(s) are ordered. The Town reserves the right to reject requests for the purchase of boots or clothes it deems in its sole discretion not to be necessary or appropriate for work. The Town will provide a safety jacket for snow removal for the Janitor.

ARTICLE 22-

#### REQUIRED LICENSES

The Town shall reimburse all highway employees for all costs necessary to attain Massachusetts Department of Transportation required medical cards and licenses. It shall also reimburse the Water Department Operator for licenses necessary for his position. What licenses are necessary shall be in the sole discretion of the Town and its discretionary decision shall not be subject to the grievance and arbitration procedure.



**ARTICLE 23 - CELL PHONE**

The Town shall reimburse each bargaining unit employee in the Water Department or Highway Department who are in the field along with the Assistant Assessor \$30 per month for use of their personal cell phone while on duty. Each person being so reimbursed shall have his/her cell phone with him/her during the hours the employee works.

**ARTICLE 24 - OVERTIME**

Overtime for all employees shall be paid at a rate of time and one half their rate of pay for all time worked in excess of 40 hours in a week. In the event that a highway employee or the Water Department Operator is called back to work after the regular work day has ended and before the scheduled start of the next work day, he/she shall be paid a minimum of three point five (3.5) hours at time and one-half rate for that time.

**ARTICLE 25 - PERSONAL DAYS**

Each employee shall be entitled to five (5) personal days. Personal days shall be for personal business or matters that cannot be attended to outside of the workday and shall not be used consecutively or to extend a vacation or holiday weekend.

**ARTICLE 26- PROMOTIONS**

Promotions shall be made at the sole discretion of the Town and its designee(s) who may consider such criteria as qualification, abilities, special skills and/or licenses, work history, attendance, and/or discipline. Where all factors are equal between two or more candidates, the employer may consider seniority within the bargaining unit.

**ARTICLE 27 - DURATION**

This Agreement shall take effect on July 1, 2021, and shall continue in full force and effect until June 30, 2024.

Signed:

Chair,  
West Brookfield Board of  
Selectmen

West Brookfield Board of  
Selectmen.

Jessica Wemette  
AFSCME Council 93

Mark O'Donnell  
AFSCME Local 1364



## Appendix A

### Compensation

1. Employees may be entitled to step increases based upon their years in service to the Town in a specific job.
  2. Step increases are based on the number of years (hours) worked within a specific grade and for a specific job description (based on 2088 hrs/yr. @ 40 hr/wk. - Non-Overtime Hours). Step changes are not automatic but will occur at these milestones with favorable recommendations of the appointing authority.
    - a. Any employee that would newly qualify for benefits after January 1, 1990 will be tracked along the hourly method.
    - b. Existing employees qualifying for benefits prior to January 1, 1990 will be tracked along the yearly method.
    - c. Any existing or new employee not entitled to benefits will be tracked along the hourly method.
    - d. Accumulated years or hours of time within a specific grade and for a specific job description will be counted when determining a step increase for an employee. In the event an employee holds more than one job within the Town, requested step increases for each job will be reviewed separately and will be based on its own merit. Initial placement on a step constitutes credit given for the lowest year(s) of service allocated to that step. (Example: An employee is hired at a grade 6 step 2. The employee was given credit for 2 full years of service and is beginning his/her third year. In order to move to a step 3 the employee must work an additional 2 (two) years (finishing years 3 and 4) to be awarded the next increment; and so on and so forth. This credit for time within a specific grade and job does not in any way apply to total years of service worked by the employee for the Town, relative to an employee's retirement.
- 
- |        |   |                     |                       |
|--------|---|---------------------|-----------------------|
| STEP 1 | - | Years 1 and 2       | (0 - 4176 hours)      |
| STEP 2 | - | Years 3 and 4       | (4177 - 8352 hours)   |
| STEP 3 | - | Years 5 and 6       | (8353 - 12528 hours)  |
| STEP 4 | - | Years 7, 8 and 9    | (12529 - 18792 hours) |
| STEP 5 | - | Years 10, 11 and 12 | (18793 - 25056 hours) |
| STEP 6 | - | Years 13, 14 and 15 | (25057 - 31321 hours) |
| STEP 7 | - | Years 16, 17 and 18 | (31322 - 37584 hours) |





Per this agreement, compensation for each employee shall be increased as follows:

July 1, 2021 - 2%

July 1, 2022 - 2%

July 1, 2023 - 2%

If another bargaining unit in the Town of West Brookfield ratifies a wage settlement that provides a cost of living adjustment of over 2% in a contract year corresponding with July 1, 2019 to June 30, 2020 or of over 2.25% in a contract year corresponding with July 1, 2020 to June 30, 2021, the parties agree to reopen the contract for the sole purpose of discussing wages.

The Town retains full rights to set starting salary for any new bargaining unit employee.

Wage adjustments shall be for members of the bargaining unit employed at the time of the increase only. No employee who leaves the Town's employee for any reason prior to the effective date of the increase shall be entitled to any increase, retroactive or otherwise. Similarly if an employee is hired after the date of a tentative agreement but before ratification/approval of the agreement, the employee shall not be entitled to the initial contract year's wage increase but shall be eligible for all successive wage increases in the agreement.

**One-Time Part-Time Employee Seniority Recognition Pay Increase in the 2018-2019 contract year.**

The Town of West Brookfield wishes to recognize the long-term contributions of its part-time bargaining unit employees (employees working 20 hours or less per week) by making a one-time pay increase equal to 4% of the eligible bargaining unit member's salary to any part-time bargaining unit employee who has completed at least 10 years of continuous employment with the Town as of July 1, 2018. This increase shall be a base-building increase for those who receive it. It shall be effectuated within one month of the ratification and approval of this contract. It shall not be repeated in any subsequent contract year and creates no precedent going forward.



Benefits	HMO Blue NE Copays
Medical Out of Pocket Max (member/family per plan year)	\$2,500/\$5,000
Rx Out of Pocket Max (member/family per plan year)	\$1,000/\$2,000
Deductible	\$0
PCP Copay	\$20
Preventive Copay	\$0
Specialist Copay	\$20
ER Copay	\$100
Diagnostic X-rays & Lab tests	\$0
High Tech Imaging	\$0
Inpatient Hospital Copay	\$250
Mental Health Inpatient Admission Mental Hospital or Substance Abuse	\$250
Outpatient Surgical Copay	\$150
Retail Rx Copay (30 Days)	\$10/\$25/\$45
Mail Order Rx Copay (90 Days)	\$20/\$50/\$90

**Appendix B**

**Health Insurance Copays**

The Town agrees to reimburse employees for copays for the above referenced Inpatient Hospital Copay, Mental Health Inpatient Admission Mental Hospital or Substance Abuse Copay and Outpatient Surgical Copay upon receipt of documentation from a medical provider showing payment of such copay. The employee shall submit documentation showing such payment no later than six months following the payment and the reimbursement shall occur within two pay periods of the submission of such documentation.



Memorandum of Agreement  
Town of West Brookfield

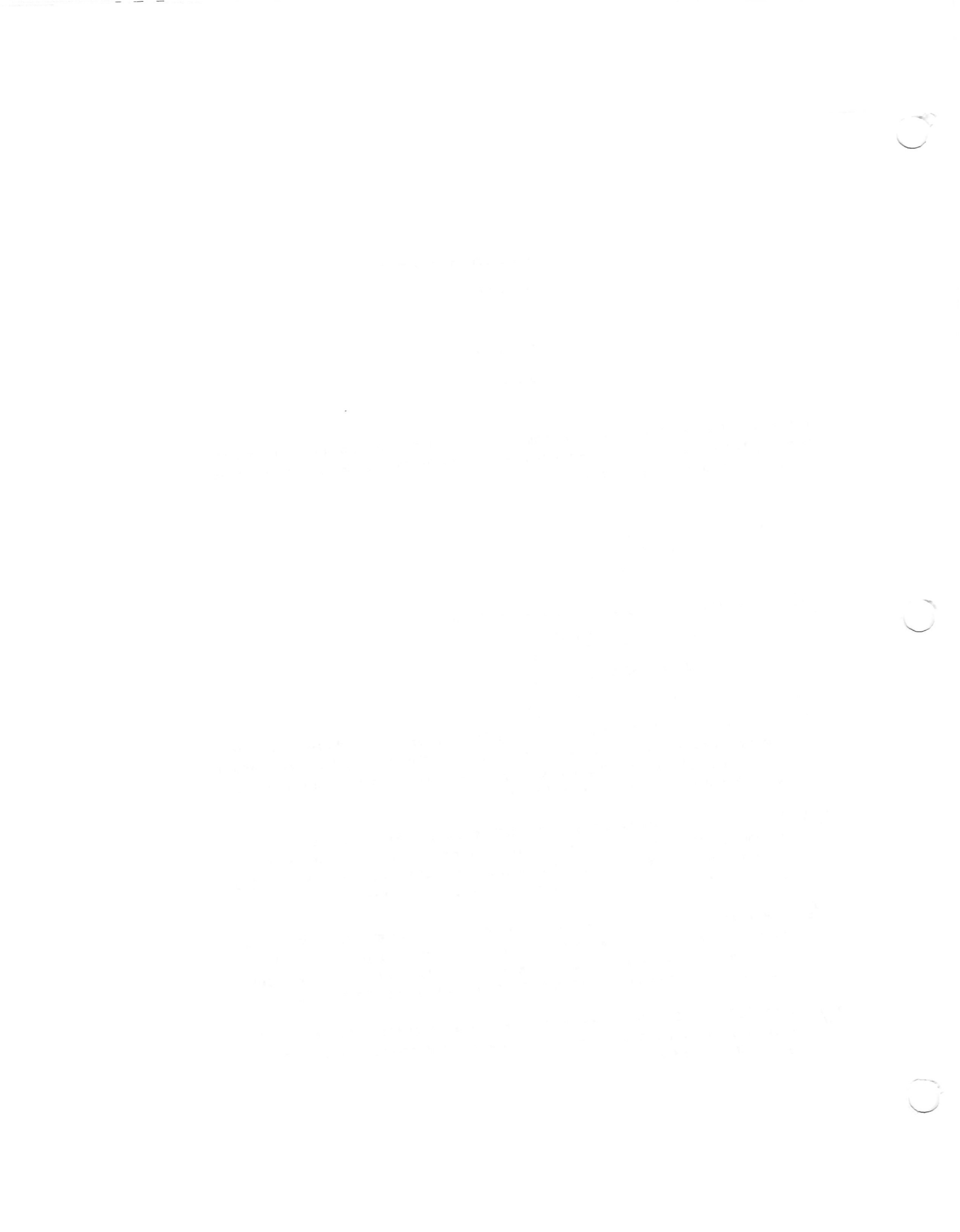
And

AFSCME, Council 93

August 3, 2021

This Tentative Memorandum of Agreement is made by and between the above parties and is intended to modify the terms of the expired collective bargaining agreement. This MOA is subject to ratification by the Union and approval by the Town.

- ✓ 1. Wages: Year 1: 2%  
Year 2: 2%  
Year 3: 2%
- ✓ 2. Article 21 Work Clothing/Work Boots. Phase in stipend:  
✓ Year 1: \$200 21 (FY)  
✓ Year 2: \$250 22 (FY)  
✓ Year 3: \$300 23 (FY)
- ✓ 3. Article 24 Overtime: Replace current language with: "In the event that a highway employee or the Water Department Operator is called back to work after the regular work day has ended and before the scheduled start of the next work day, he/she shall be paid a minimum of three and one half (3.5) hours at time and one-half for that time."
- ✓ 4. Promotions: Add: "Promotions shall be made at the sole discretion of the Town and its designee(s) who may consider such criteria as qualification, abilities, special skills and/or licenses, work history, attendance, and/or discipline. Where all factors are equal between two or more candidates, the employer may consider seniority within the bargaining unit."
- ✓ 5. Agency Fee: Add: "Each employee who elects not to join or maintain membership in the union may voluntarily pay a service fee to the union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and its affiliates from which membership dues or per capita fees are paid or received."
- ✓ 6. Article 25 Personal Days: Modify language: Each employee shall be entitled to Five personal days. Personal days shall be for personal business or matters that cannot be attended to outside of the workday.



For the Town:

[Signature]

Marianne Vaughn

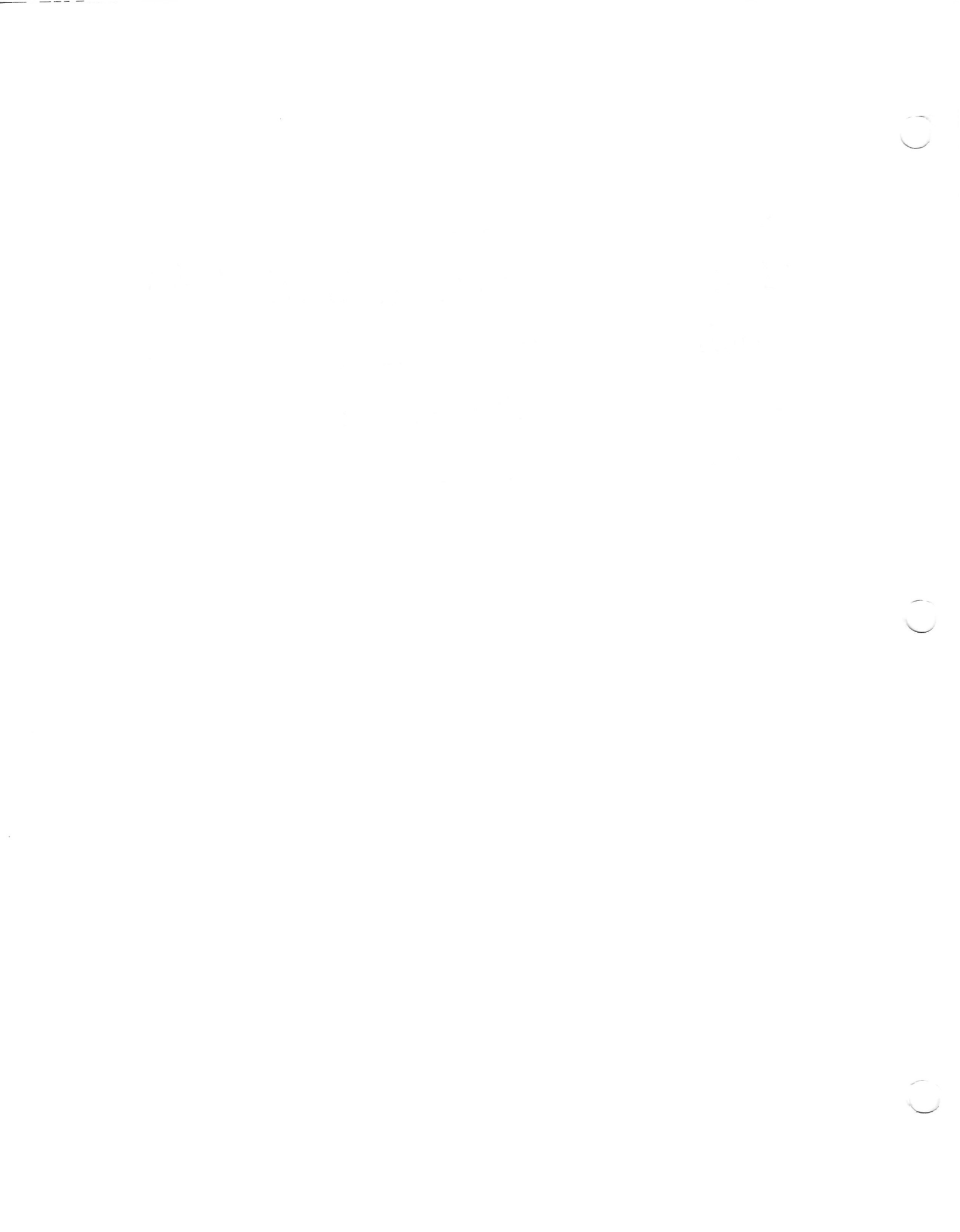
[Signature]

2-24-2021

For the Union:

Jessica Lentz 9/15/21

Mark O'Donnell 9-21-21





5/1/2023

AFSCME Council 93  
Members

	FY 24 Grade/Step
Adams-White, Renee	
Borlikoski, Joseph	
Burrill, Derek	10'2
Cassavant, Duane	10'7
Dupont, Craig	10'2
Frew, Betty	
Higgins, Linda	
Hitt, Kelly	
Landry, Kathleen	
Manseau, Cory	
Melanson, Tammi	7'7
Mieltowski, Paul	
O'Donnell, Mark	12'6
Stanton, John III	
Takorian, Holly	

~~Treasurer~~

Treasurer / collector - clerical



COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

\*\*\*\*\*

In the matter of \*  
\*  
TOWN OF WEST BROOKFIELD \*  
\*  
and \* Case No. WMAM-15-4315  
\*  
AFSCME, COUNCIL 93 \* Date Issued: March 23, 2015  
\*

\*\*\*\*\*

CERTIFICATION OF WRITTEN MAJORITY AUTHORIZATION

Pursuant to the provisions of M.G.L. c. 150E, § 4, as amended by Chapter 120 of the Acts of 2007, the **AFSCME, COUNCIL 93** filed a Petition for Certification by Written Majority Authorization seeking to represent a unit of employees employed by the **TOWN OF WEST BROOKFIELD** consisting of the following:

**All full-time and regular part-time non-professional employees of the Town of West Brookfield, excluding the police, fire and all managerial, confidential and casual employees.**

On **March 23, 2015**, the Department of Labor Relations, acting as the neutral, issued its report of the confidential inspection of the evidence of written majority authorizations proffered by the **AFSCME, COUNCIL 93** and verified its majority support.

THEREFORE, by virtue of and pursuant to the power vested in the Department by Chapter 150E of the General Laws, IT IS HEREBY CERTIFIED that the has been selected by a majority of the above-described unit of employees as their representative for the purposes of collective bargaining, and that pursuant to Chapter 150E of the General Laws, the **AFSCME, COUNCIL 93** is the exclusive representative of the above-described unit of employees of the **TOWN OF WEST BROOKFIELD** for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS

*Edward B. Srednicki*

EDWARD B. SREDNICKI  
EXECUTIVE SECRETARY



COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF LABOR RELATIONS  
WRITTEN MAJORITY AUTHORIZATION  
CONFIDENTIAL INSPECTION RESULTS REPORT

DLR Case No. WMAM-15-4315  
Date Report Completed: 3/20/2015

1. Verification of Written Majority Authorization conducted by: (check one)  
 Outside Neutral  Division of Labor Relations

2. Name of Employer: Town of West Brookfield  
3. Employer's Representative: Christopher Brown, Esq.  
4. Telephone Number: 508-665-4310

5. Address (street and no., city/town, state, and ZIP code): 372 Union Avenue, Framingham, MA 01702  
6. Fax Number: 508-665-4313

7. Full description of the bargaining unit including job titles (attached additional sheets if necessary)  
Included: All full-time and regular part-time non professional employees of the Town of West Brookfield  
Excluded: Police, Fire and all managerial, confidential and casual employees

8. Name of Petitioner: AFSCME, Council 93  
9. Petitioner's Representative: Patricia Glynn  
10. Telephone Number: 617-367-6042

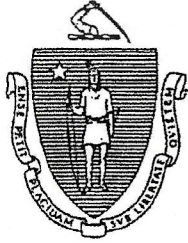
11. Address (street and no., city/town, state, and ZIP code): 8 Beacon Street, 8th Floor, Boston, MA 02108  
12. Fax Number: 617-367-6018

DECLARATION

I hereby certify the results of the confidential inspection of the evidence of written majority authorization proffered in the above-referenced matter. I also certify that the evidence of Written Majority Authorization was accurately counted and tabulated and that the secrecy and confidentiality was maintained. The results of the counting and tabulation of written majority authorization was:

Total Number of Employee in the above-referenced unit: 18  
Total Number of Written Majority Authorizations Submitted: 11  
Total Number of Challenged Written Majority Authorizations: 9 (dismissed)

Outside Neutral or Division of Labor Relations Agent:  
Name (print or type): Nicholas Chalupa, Esq.  
Title (if any): Neutral  
Address (street and no., city/town, state, and zip code): 19 Staniford Street, Boston, MA 02114  
Telephone Number: 617-626-7162  
Signature: [Handwritten Signature]



THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR RELATIONS  
19 STANIFORD STREET, 1<sup>ST</sup> FLOOR  
BOSTON, MASSACHUSETTS 02114  
Email: [efile.dlr@state.ma.us](mailto:efile.dlr@state.ma.us)  
Telephone: (617) 626-7132  
FAX: (617) 626-7157  
[www.mass.gov/dlr](http://www.mass.gov/dlr)

CHARLES D. BAKER  
GOVERNOR  
KARYN E. POLITO  
LIEUTENANT GOVERNOR  
ERICA F. CRYSTAL  
DIRECTOR

COMMONWEALTH EMPLOYMENT  
RELATIONS BOARD  
MARJORIE F. WITTNER  
CHAIR  
ELIZABETH NEUMEIER  
BOARD MEMBER  
HARRIS FREEMAN  
BOARD MEMBER

March 20, 2015

Christopher Brown, Esq.  
Petrini & Associates, P.C.  
372 Union Avenue  
Framingham, MA 01702  
[cbrown@petrinilaw.com](mailto:cbrown@petrinilaw.com)

Patricia Glynn  
AFSCME, Council 93  
8 Beacon Street, 8<sup>th</sup> Floor  
Boston, MA 02108  
[pglynn@afscme93.org](mailto:pglynn@afscme93.org)

RE: WMAM-15-4315, Town of West Brookfield

Dear Mr. Brown and Ms. Glynn:


On February 12, 2015, AFSCME, Council 93 filed the above-referenced petition. On February 22, 2015, the Department of Labor Relations (DLR) assumed the role of the neutral to determine the validity of the written majority authorization. The proposed unit is described as "all full-time and regular part-time non-professional employees of the Town of West Brookfield, but excluding Police, Fire, and all managerial, confidential, and casual employees."

On March 2, 2015, the Town of West Brookfield (Town) submitted a list of 18 employees eligible for inclusion in the proposed unit. On March 18, 2015, the Town submitted a revised list that removed 9 employees from its original list. The Town challenged the inclusion of the 9 employees alleging that they did not meet the definition

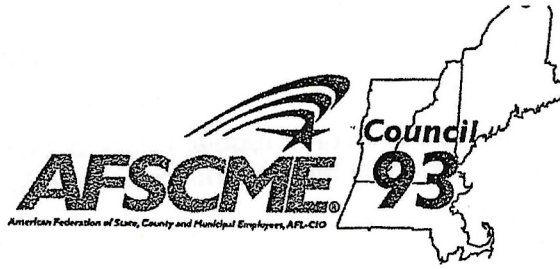
of regular part-time. The 9 employees work on a regular basis, but less than an average of 20 hours per week with some working as few as 8 hours per week.

It is the Commonwealth Employment Relations Board's (CERB) well-established policy to include all regular part-time employees in the same bargaining unit as full-time employees with whom they share a community of interest. See Town of Grafton, 28 MLC 388, 400, MCR-02-4942 (May 23, 2002). However, the CERB excludes from coverage those employees who lack a sufficient interest in their wages, hours and other terms and condition of employment to warrant collective bargaining. Town of Lee, 34 MLC 39, 45, MCR-06-5218 (October 12, 2007) citing, Board of Trustees/University of Massachusetts, 20 MLC 1453, 1464, SCR-2215 (April 15, 1994). The existence of rights under the Law is not conditioned on an arbitrary number of hours worked per week. Town of Boxford, 35 MLC 113, 118, MCR-06-5239 (December 23, 2008), citing Town of Leicester, 9 MLC 1014, MCR-3265 (May 27, 1982). The CERB has determined that employees with work schedules similar to the 9 employees the Town challenges are considered regular part-time employees. City of Woburn, 22 MLC 1073, 1076-77, MCR-4333 (July 17, 1995). Accordingly, the Town's challenges are dismissed.

DEPARTMENT OF LABOR RELATIONS



Nicholas Chalupa  
Neutral



Mark Bernard  
Executive Director

Charles C. Owen, Jr.  
President

Chris "Tiger" Stockbridge  
Vice President

Nancy Silva  
Recording Secretary

Gerry Mills  
Treasurer

Jack Wagner  
Sgt. at Arms

Date: November 13, 2022

To: Local Union Presidents and Secretary-Treasurers

From: Julie Taylor, Business Manager

Re: Minimum Dues Rates Effective January 1, 2023

In accordance with Article IV, Section 2 of the AFSCME Council 93 Constitution and Article IX Sections 6 and 7 of the International Union Constitution, the minimum dues rates for AFSCME Council 93 locals, effective January 1, 2023, are as follows:

	<u>Full Time *</u>	<u>Part Time **</u>	<u>12 Hours or less</u>
International PCT	\$ 14.90	\$ 11.10	\$ 7.45
Council 93 PCT	\$ 25.15	\$ 18.80	\$12.55
Local Share	<u>\$ 3.75</u>	<u>\$ 2.90</u>	<u>\$ 2.20</u>
Total per Month	<u>\$ 43.80</u>	<u>\$ 32.80</u>	<u>\$22.20</u>

\*Full Time – more than twenty hours per week.

\*\* Part Time - regular work schedules of twenty or fewer, but more than twelve hours per week.

*The 2023 minimum dues rates reflect the \$1.55 increase per month for Full-time, \$1.15 per month for Part-time and \$0.80 per month for Part-time less than 12 hours detailed in the October 31, 2022 letter from Elissa McBride, International Secretary-Treasurer to International Vice-Presidents, Council Presidents/Directors and Local Union Presidents and Secretary-Treasurers. AFSCME Council 93 adds \$2.50 as per Council 93 Constitution Article IV Section 2.*



**Your Dues Rate must be increased  
in accordance with one of the options below.**

What effect does this increase to minimum dues have on your local's dues rate?

- **IF your local's dues rate is less than \$43.80 for Full-time as of December 31, 2022, your dues MUST be raised to \$43.80 effective January 1, 2023. IF your local's dues rate is less than \$32.80 for Part-time as of December 31, 2022, your dues MUST be raised to \$32.80 effective January 1, 2023. IF your local's dues rate is less than \$22.20 for Part-time less than 12 hours as of December 31, 2022, your dues MUST be raised to \$22.20 effective January 1, 2023.**
- **IF your local's dues rate is greater than \$43.80 for Full-time members as of December 31, 2022, you must raise your dues by \$ 1.55. IF your local's dues rate is greater than \$32.80 for Part-time members as of December 31, 2022, you must raise your dues by \$ 1.15. IF your local's dues rate is greater than \$22.20 for Part-time less than 12 hours as of December 31, 2022, you must raise your dues by \$ 0.80.**
- **All increases as allocated above must be made effective January 1, 2023 for members to remain in "good standing", unless you request a credit/waiver using the form attached to Secretary-Treasurer Elissa McBride's letter and receive approval from the International Executive Board. A credit/waiver can be requested for the following reasons:**
  - Your dues were increased during 2022
  - Your local is on a progressive or percentage dues structure
  - Your local has an unused credit remaining from an earlier year
  - Your local receives special approval from the International Executive Board

The local's constitution should be corrected to reflect your new dues rate. Any increase in a local's dues rate to reflect annual minimum dues increases does not require a vote by the local's membership. Employers will need to be notified of the new rates. Please work with your Staff Representative to ensure notification of the increase of dues is communicated with your Employer.

For those locals with multiple units or chapters, please be sure to notify each and every employer of these changes. Failure to do so may result in a reduced monthly rebate for the local due to the members paying the correct minimum dues rate subsidizing those members that are not paying the correct amounts.

If you need any further assistance or if you have any other questions, please do not hesitate to contact me at (617) 367-6007 or via e-mail at [jtaylor@afscme93.org](mailto:jtaylor@afscme93.org).

Thank you!

**Council 93 Minimum Dues Rates for 2023  
By Payroll Frequency**

	Full-Time	Part-Time 20hrs to 13 hrs	Part-Time 12 hrs or less
Monthly Minimum Dues Rate	\$43.80	\$32.80	\$22.20
Annual Minimum Dues	\$525.60	\$393.60	\$266.40
Monthly Payroll (12 Paychecks Per Year)	\$43.80	\$32.80	\$22.20
School Systems (19 Paychecks Per Year)	\$27.66	\$20.72	\$14.02
School Systems (21 Paychecks Per Year)	\$25.03	\$18.74	\$12.69
Bi-Weekly Payroll (26 Paychecks Per Year)	\$20.22	\$15.14	\$10.25
Semi-monthly Payroll (24 Paychecks Per Year)	\$21.90	\$16.40	\$11.10
School Systems (38 Paychecks Per Year)	\$13.83	\$10.36	\$7.01
School Systems (42 Paychecks Per Year)	\$12.51	\$9.37	\$6.34
Weekly Payroll (48 Paychecks Per Year)	\$10.95	\$8.20	\$5.55
Weekly Payroll (52 Paychecks Per Year)	\$10.11	\$7.57	\$5.12

**Key Points to Remember:**

- 1) These are minimum dues rates and are required by the International and Council 93 Constitutions.
- 2) A vote of the local membership is NOT required to raise the dues to these minimum levels.
- 3) A local union may vote to have a dues rate higher than the minimum.
- 4) Employers must be notified of the dues increase.