

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
TOWN OF WEST BROOKFIELD AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 93 LOCAL 1364

JULY 1, 2024 THROUGH JUNE 30, 2027

(FY 2025-2027)

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AGREEMENT

Pursuant to the provisions of Chapter 150E of the General Laws of Massachusetts, issued by the Department of Labor Relations for Case No. WMAM-15-4315, this collective bargaining agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the Town of West Brookfield (hereinafter referred to as the "Employer" or the "Town") and the American Federation of State, County and Municipal Employees, Council 93, AFL-CIO, Local 1364 (hereinafter referred to as the "Union" or "AFSCME") (the Town and AFSCME are hereinafter collectively referred to as the "Parties"). This Agreement sets forth the procedures for the equitable and peaceful resolution of grievances, wages, and terms and conditions of employment.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

ARTICLE 1- EXECUTION DATE AND DURATION

Pursuant to the provisions of Section 7 of Chapter 150E of the General Laws of Massachusetts, this collective bargaining agreement ("Agreement") is made from July 1, 2024 through July 1, 2027 (FY 2025-2027) by and between the Town and the Union.

ARTICLE 2 - 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. A list of positions covered by this Agreement is attached as **Appendix A** and incorporated herein by reference.

ARTICLE 3 – RECOGNITION

Section 1. To the extent authorized by law, including but not limited to M.G.L. c. 150E, the Town recognizes AFSCME as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, standards of productivity and performance, and any and all other terms and conditions of employment for all full time and regular part time non-professional employees employed by the Town but excluding the police, fire, and all managerial employees, confidential employees, and casual employees.

Unless otherwise required or authorized by law, the Town will not aid, promote, or finance any labor group, organization, or individual which purports to engage in collective bargaining, or negotiate with any individual unit member or make any agreement with any individual for the purpose of undermining AFSCME or changing any condition in this Agreement.

ARTICLE 4 -UNION DUES/ AGENCY FEE

Section 1. The Town agrees to deduct, on a bi-weekly (or whatever payroll period exists, if different) basis, from the earnings of any employee who has voluntarily and individually authorized the making of such deduction by filing a written authorization therefore with the Town, in a form annexed hereto as **Appendix B** (see Union Card). All such payments shall be made in accordance with the terms of authorizations received from employees. The Town shall not be required to make deductions with respect to an employee in which the employee is on an approved leave of absence or layoff. The Town shall cease to make deductions upon the employee's cessation of employment or transfer to a position not covered by this Agreement, or upon the

revocation of the authorization in accordance with its name or with applicable law. The Town will remit a payment to the Union's Massachusetts Regional Office located at 8 Beacon Street, Sixth Floor, Boston, MA 02108 each month and said payments shall be for the calendar month most recently completed. Said payments will be made, whenever possible, within the thirty (30) days immediately following the month to which the payments are being made.

Accompanying each monthly payment, the Town will provide a list of names, addresses, phone numbers, D.O.B, title, hire date, and compensation rate of the active employees covered by the bargaining unit and the amount of union dues/agency service fees paid on behalf of each employee that month.

Regarding the annual amounts to be collected by the Town for union dues and agency service fees, the Union will provide no less than one month's advance notice of any future changes to the rates. Also, to the extent the amount to be remitted turns on an employee's full time or part-time status and/or the number of part-time hours the employee works, the Town will be basing its payments on the employee's regularly scheduled standard work hours rather than based on the specific number of different hours an employee may have worked on any given week or month.

Section 2. Agency Service Fees Each employee who elects not to join or maintain membership in the Union shall voluntarily pay, thirty (30) days following the commencement of their employment, a service fee to the Union in any amount that is proportionally commensurate with the cost of collective bargaining and contract administration, but not to exceed the amount of periodic dues paid by employees who are members of the Union. Withheld amounts will be forwarded to the designated Union officer quarterly during the calendar month following the end of the calendar quarter in which the agency fee deductions were taken, together with the record of the amount and the names of those for whom deductions have been made. The Town shall not be required to make deductions with respect to an employee for a workweek in which the employee is on an approved leave of absence or layoff. The Town shall cease to make deductions upon the employee's cessation of employment or transfer to a position not covered by this Agreement, or upon the revocation of the authorization in accordance with applicable law.

Agency service fees shall not include costs associated with the following Union activities: contribution to political candidates or political committees for a candidate or political party; publicizing of an organization preference for a candidate for political office; contributions to charitable, religious or ideological causes not germane to its duties as an exclusive bargaining agent.

Section 3. The Union agrees to defend, indemnify and hold the Town harmless from and against any and all claims, suits and other forms of liability arising out of union dues or agency fees paid pursuant to this Article 4.

ARTICLE 5 - UNION RIGHTS

Section 1. The Town will allow a duly authorized Union representative or steward reasonable occasional access to the Town's premises, with sufficient advance notice, for the purpose of conferring with employees covered by this Agreement when necessary to enforce this Agreement. Such visits with Union stewards and /or employees shall not interfere with the operations of the Town and the safety and privacy of the community and employees shall remain paramount. Union Meetings may be held in a conference room in the Town Hall, or in the Great Hall. The room will need to be booked with the Executive Assistant to the Board of Selectmen in advance of the meeting. The Supervisor shall not be asked to leave the worksite while the Association conducts union business.

Section 2. The Town will provide a bulletin board in a designated employee-only area for the purpose of

posting Union materials and matters relating to collective bargaining. All notices posted on the bulletin board shall be approved by the Union before posting. The Union agrees that no material should be posted which is inflammatory, profane, obscene, defamatory, or derogatory to the Town and its employees, leadership, supporters or community. Within 24 hours of a request by the Town, the Union shall remove inflammatory, profane, obscene, defamatory, or derogatory material on the bulletin board.

Section 3. The Union will furnish the Town with a list of stewards and Union officials at the time of their election. Upon reasonable request the Union will provide an updated list of stewards and officials, should they change.

Section 4. For the purpose of attending a meeting with management regarding the investigation of, the filing of, and processing grievances, one (1) steward or other Union officer will be allowed to attend the meeting. If the meeting requires additional members of the bargaining unit to be in attendance the Town and the Union shall agree to the number of additional members allowed to be at the meeting.

ARTICLE 6-- SENIORITY

For the purpose of determining seniority, length of service shall be computed from the first date of employment, including any probationary period, unless such service has been interrupted by an absence from the payroll for more than one year, in which case length of service shall be computed from the date of restoration to the payroll; but upon continuous service following such absence for a period of twice the length of the absence, length of service shall be computed from the date of original employment less the period of absence from the payroll. For the purposes of determining seniority for employees whose service has been interrupted by an absence of more than five (5) years, only that service from the date of return to the department shall apply.

ARTICLE 7 -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. Like 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 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 8 - 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 personal leave pro-rated by percentage based on date of employment for calendar year.

Employees may use Personal Leave and Vacation leave after their first six (6) months of probationary period is completed. If an employee leaves service or is terminated with the last six (6) months of their probationary period, he/she will need to repay any vacation or personal time used that was given in the form of an advancement from their last paycheck.

ARTICLE 9 - 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 10 - 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 11 - NON- DISCRIMINATION

Section 1. Neither the Town nor the Union will discriminate against any employee based on race, color, religion, sex, age (as defined by law), sexual preference, national origin or handicap. The Town will adhere to both federal and state law regarding non-discrimination. This Article shall be non-arbitrable and non-grievable.

Section 2. No employee for employment covered by this Agreement shall be discriminated against because of membership in the Union or because of activities on behalf of the Union.

ARTICLE 12 - PAY PROCEDURES AND DATA

Section 1. Payday - Employees shall be paid bi-weekly and on the same day as all other town employees with the exception of an emergency delay, and the pay shall cover all money owed for the preceding pay period.

Section 2. Paycheck Data - Payroll checks shall include a stub which shall contain the following items for the payroll period covered by the check: hours worked, current straight time base hourly rate of pay, date, gross

wages, gross wages year to date, net pay, sick day status and itemized deductions made therefrom.

ARTICLE 13 - 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 lock out 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 officers or agents will call, instigate, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services. If it is necessary for the Town to file litigation to enforce this article, the Union agrees that any violation of this Article shall constitute irreparable harm for purposes of obtaining a preliminary injunction prohibiting violations of this article.

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 14- STAFF TRAINING COMMITTEE

Section 1. The Town and the Union agree that there shall be Staff Training Committees responsible for the development of recommendations to the supervisor or Appointed Authority for the establishment, change and review of training programs designed to maximize the skills and knowledge of the staff.

Section 2. Committee Composition: The respective parties shall each designate up to two (2) of their own representatives. However, from time to time, should it become helpful to bring additional persons due to matters of specialized concern or expertise, that party shall notify the other in advance of the meeting. Both parties shall agree on the number of additional representatives that will be allowed to attend the meeting in advance of such meeting. Whenever possible, agendas will be sent out in advance of a meeting under this Article to facilitate effective use of time.

Section. 3. The Supervisor Appointed Authority shall respond in writing to all written recommendations of the Committee.

Section 4. Subject to appropriation, the Town will reimburse employees for attendance at conferences, seminars, briefing sessions, or other functions of a similar nature intended to improve or upgrade the individuals' professional ability and skills, so long as the attendance at such training and reimbursement of expenses is approved in writing by the Town Administrator in advance. This training will be subject to budgetary limitations and will not be unreasonably denied, provided there are sufficient budgetary resources.

ARTICLE 15 - 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. The grievance shall be submitted in writing and shall identify with specificity the provision(s) of the agreement alleged to have been violated.

Employees covered by this collective bargaining agreement may not be disciplined, suspended, or discharged without Good Cause.

Grievances shall be processed as follows:

Step 1:

Any Grievance shall be referred in writing to the Direct Supervisor out of the bargaining unit within fifteen working days of the occurrence of the event giving rise to the grievance. The Direct Supervisor shall discuss the grievance within fifteen (15) working days with the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Direct Supervisor shall give his written answer to the Union within fifteen (15) working days following their meeting. If there is no Direct supervisor, the Employee shall proceed directly to Step 2.

Step 2:

If the grievance is not settled in Step 1 and the Union desires to appeal, the grievance shall be referred by the Union in writing to the Town Administrator within fifteen (15) working days after the Direct Supervisor answer in Step 1. A meeting between the Town Administrator and the Union Representative shall be held at a time mutually agreeable to the parties within fifteen (15) working days of receipt of the Union's appeal. If no settlement is reached, the Town Administrator shall give its written answer to the Union within fifteen (15) working days following the meeting.

Arbitration:

- (a) Within thirty (30) working days of receipt of the Step 2 response, 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) If the Labor Relations Connection ceases to do business or has no arbitrators available that are mutually acceptable, then the Union and the Town shall follow the procedures set forth herein, except that it will utilize the American Arbitration Association.
- (d) 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.
- (e) 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. 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 16 COMPENSATION

The compensation associated with the Agreement, unless otherwise set forth herein, is set forth in **Appendix C**, which is incorporated by reference.

ARTICLE 17 - 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 18 - 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 $\frac{1}{2}$ 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 19 - HOLIDAYS

1. The Town observes the following holidays: New Year's Day, Martin Luther King's Day, President's Day, Patriots Day, Memorial Day, Juneteenth, Independence Day (July 4th), Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day.
2. 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.
3. 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.
4. 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 20 – 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 one year of service 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.

Annual vacation may be taken as earned, but in no event prior to continuous service with the Town service of at least six (6) months.

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. Number of full months/12 x number of days = Number of prorated days (rounded to nearest whole day).

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 21 - 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 22 - 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 23 – 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 24 - LEAVE 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 25 - 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 26 - 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 27 - 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 28 - 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 three hundred dollars (\$300) in fiscal year 2025, three hundred dollars (\$300) in fiscal year 2026, and three hundred twenty-five dollars (\$325) in fiscal year 2027 from a vendor of its choosing after consultation with the Union. 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 29 - 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 30 - 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 31 – 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 four (4) hours at time and one-half rate for that time.

ARTICLE 32 - PERSONAL DAYS

Each employee shall be entitled to five (5) personal days annually. Personal days shall be for personal business or matters that cannot be attended to outside of the workday.

ARTICLE 33 - 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.

Signed:

WEST BROOKFIELD
BOARD OF SELECTMEN


AFSCME LOCAL 1364



Chair,
West Brookfield Board of Selectmen
Dated: September __, 2024



Jessica Wemette AFSCME
Counsel 93
August 31, 2024



Member, Select Board



Mark O'Donnell AFSCME
Local 1364



Member, Select Board

TOWN ACCOUNTANT

APPROVED AS TO LEGAL FORM:

A handwritten signature in black ink, appearing to read 'C. J. Petrini', written in a cursive style.

Christopher J. Petrini
Town Counsel
Dated: September 3, 2024

Appendix A
West Brookfield Postions Covered by Agreement
(Per Article 12)

COUNCIL 93 – LOCAL 1364 <u>HIGHWAY/DPW MEMBERSHIP</u>
Assessor, Admin Asst
Council on Aging, Admin Asst
Highway Labor/Driver
Highway Labor/Driver
Highway Labor/Driver
Highway Labor/Driver
Highway, Admin Asst
Highway, Mechanic
Library, Adult Services
Library, Children Services
Library, Janitor
Police Dept., Admin Asst
Senior Center, Programming Director
Town Hall, Custodian
Treasurer/Collector, Admin Asst
Water Dept., Admin Asst
Water Dept., Operator,

**Appendix B
Union Card
(Per Article 4, Section 1)**

**AFSCME
STRONG**

AFSCME Council 93

Yes! I am AFSCME Strong.
I want a strong voice at work and in my community

Yes, sign me up to:

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

Membership Application

**American Federation of State, County and Municipal Employees
Membership and Authorization for Dues Deduction**

New Member **PLEASE PRINT LEGIBLY.** Re-commit

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement if the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

Local Number		Employer	
Last Name		First Name	M.I.
Street Address			Apt. No.
City		State	ZIP Code
SSN (last four digits)		Employee ID #	Job Title
Cell Phone		Personal E-mail Address	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Signature		Date	

**Contribution
Form**

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)



I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

Deduction Per Pay Period
 \$5 \$10 \$15
 Other \$ _____ each pp
 Circle jacket size:
 S M L XL 2XL Other _____
For Office Use Only
 JACKET RECEIVED

PLEASE PRINT LEGIBLY.

Last Name		First Name	M.I.
Street Address			Apt. No.
City		State	ZIP Code
SSN (last four digits)		Employee ID #	Occupation
Local Number		Employer	
Cell Phone		Home Phone	
By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.			
Personal E-mail Address			

Signature _____ Date _____

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.



AFSCME Council 93
For my job.
For my family.
For my future.
I'm AFSCME STRONG
and ready to get to work

AFSCME
STRONG

AFSCME
STRONG



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Visit us online at afscme93.org

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Text '93' to '237263' to receive periodic updates, calls to action
and other important information from your union!

AFSCME Council 93 • 8 Beacon Street • Boston, MA 02108 • (617) 367-6000 • (800) 367-9797

**Appendix C
Compensation
(Per Article 16)**

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.

Any employee that would newly qualify for benefits after January 1, 1990 will be tracked along the hourly method.

Existing employees qualifying for benefits prior to January 1, 1990 will be tracked along the yearly method.

Any existing or new employee not entitled to benefits will be tracked along the hourly method.

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	(0-4176hours)
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- 18792hours)
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:

FY 2025 (retroactive to July 1, 2024) – 2.0%

FY 2026 (effective July 1, 2025) – 2.5%

FY 2027 (effective July 1, 2026) – 2.5%

The Town agrees to reopen bargaining for this Agreement if an override that includes additional funding for

compensation for Town employees is approved by the voters at Town election during the effective period of this Agreement (July 1, 2024-June 30, 2027). If such an override is proposed and approved by the voters at a Town election, this Agreement will be reopened solely limited to the issue of wages for clerical and library employees and other union members who are paid below the minimum set forth in the March 2024 Collins Center Classification & Compensation Study.

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.

