

MEMORANDUM OF AGREEMENT

The Town of Winthrop and the Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters, hereby agree that the following additions, deletions and modifications are made to the Collective Bargaining Agreement which expired on June 30, 2011. Any provision not specifically modified herein shall remain in full force and effect.

1. Wages

There shall be the following general wage increases:

Effective July 1, 2012 salaries will be increased by 1.5%.

Effective January 1, 2013 salaries will be increased by .5%.

Effective July 1, 2013 salaries will be increased by 1%.

Effective January 1, 2014 salaries will be increased by 2.0%.

2. Article 19 - Longevity

Effective July 1, 2012 longevity shall be as follows:

5 years of service as of July 1	\$375
10 years of service as of July 1	\$550
15 years of service as of July 1	\$600
20 years of service as of July 1	\$650
30 years of service as of July 1	\$700

3. Article 10 – Promotions and Hiring

Section B

Delete and replace with as follows:

A notice of such vacancy shall be posted on appropriate bulletin boards for a period of five (5) business days prior to the closing of applications for the position.

4. Article 13 – Bereavement Leave

Add part-time employees.

5. Article 14 – Sick Leave

Section J

Delete and replace with as follows:

Any member of the bargaining unit, if retiring after having been in the continuous employ of the Town of Winthrop for at least 20 years, is entitled to buy back up to 200 days of accrued sick time at a rate of \$30 per day.

6. Article 23 – Hours of Work/Work Year

Section C – Public Facilities Building Clerical Staff

June 1 through August 31	Monday, Wednesday, and Thursday	6:30 A.M. to 3:00 P.M.
June 1 through August 31	Tuesdays	6:30 A.M. to 5:30 P.M.
September 2 through May 31	Monday, Wednesday, and Thursday	7:00 A.M. to 3:30 P.M.
September 2 through May 31	Tuesdays	7:00 A.M. to 6:00 P.M.

Section C – Senior Center

Monday through Friday 8:00 A.M. to 4:00 P.M.

7. Article 40 – Duration

Section A

Delete and replace with as follows:

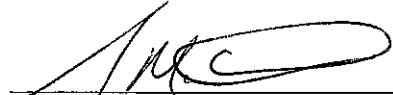
This Agreement shall become effective July 1, 2011 and shall continue to be in effect up to and including June 30, 2014 and shall, thereafter, automatically renew itself for a successive terms of one year each less sixty (60) days prior to December 31, 2013 or any December 31, thereafter, either the Employer or the Union shall have given the other written notice of its intent of its desire to modify or terminate said Agreement.

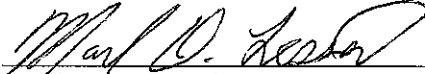
8. Reclassification

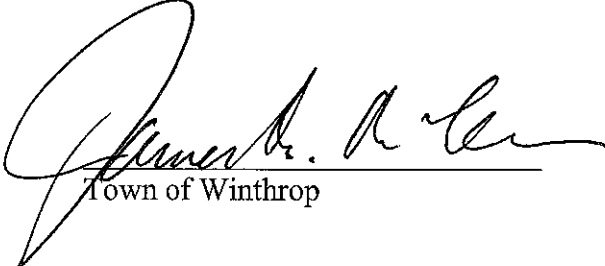
Effective July 1, 2012 the positions in the Building Department, Treasurer's Department, Finance Department, and Fire Department will be reclassified to M1 Principal Clerk. The DPW Senior Clerk receiving the stipend will be classified to M1 Principal Clerk.

Effective July 1, 2012 the Town may establish a part-time floating clerical position to be classified at CL1.

Add the two Clerks at the DPW Department performing the additional duties of Cemetery and Water will each receive \$2,500 yearly stipend for the additional duties.


Sean M. O'Brien
President/Principal Officer
Teamsters Local No. 25


Mark D. Lessard
Business Agent


Town of Winthrop

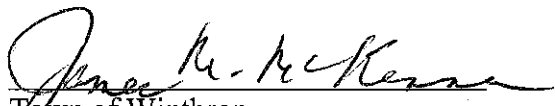
Dated: 3/6/13

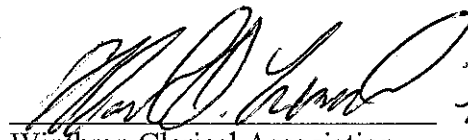
Dated: 12/17/2012

SIDE LETTER OF AGREEMENT

The Town of Winthrop and the Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters, hereby agree to this side letter agreement modifying the Collective Bargaining Agreement between the parties effective July 1, 2011 through June 30, 2014.

1. Effective July 1, 2012 the salary schedule between the parties will be amended by deleting Steps 1 through 3 and creating new Steps 8, 9, and 10 at a 1% differential for each step. Step increases will be granted according to the requirements of Article 17, Section 5. No employee will receive more than one Step increase at a time and employees who are reclassified effective December 10, 2012 are eligible to receive Step increases on their anniversary dates in their new classification.


Town of Winthrop

 3/27/13
Winthrop Clerical Association,
Teamsters Local 25, International
Brotherhood of Teamsters

Dated: 4/2/13

FY10

Cost of living	2.0%
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M1 Annual Weekly - PRINCIPAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	32,199.17	33,264.23	34,386.35	35,451.42	36,478.44	37,581.54	38,665.63
	619.21	639.70	661.28	681.76	701.51	722.72	743.57
	17.6900	18.2800	18.8900	19.4800	20.0400	20.6500	21.2400
(INCLUDES PERCENTAGE)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual Weekly - PRINCIPAL	32,839.72	33,934.99	35,067.40	36,162.67	37,202.26	38,334.66	39,429.94
	631.53	652.60	674.37	695.44	715.43	737.21	758.27
	18.04	18.65	19.27	19.87	20.44	21.06	21.66

CL1 Annual Weekly - SENIOR CLERKS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	28,547.52	29,460.43	30,373.34	31,267.24	32,199.17	33,131.10	34,044.01
	548.99	566.55	584.10	601.29	619.21	637.14	654.69
	15.69	16.19	16.69	17.18	17.69	18.20	18.71
(INCLUDES PERCENTAGE)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CL1 Annual Weekly - SENIOR CLERKS	29,126.92	30,055.12	30,983.32	31,892.95	32,839.72	33,786.48	34,733.24
	560.13	577.98	595.83	613.33	631.53	649.74	667.95
	16.00	16.51	17.02	17.52	18.04	18.56	19.08

Part Time Employees - HOURLY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	12.25	12.82	13.40	13.96	14.53	15.11	15.69
(INCLUDES PERCENTAGE)	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Part Time Employees -	12.50	13.08	13.67	14.24	14.82	15.41	16.00

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
Annual rates calculated as weekly rate multiplied by 52 annual weeks

FY11

Cost of living	0.0%
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	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual Weekly - PRINCIPAL	32,839.7160	33,934.9920	35,067.3960	36,162.6720	37,202.2560	38,334.6600	39,429.9360
	631.5330	652.5960	674.3730	695.4360	715.4280	737.2050	758.2680
	18.0438	18.6456	19.2678	19.8696	20.4408	21.0630	21.6648
(INCLUDES PERCENTAGE)							
M1 Annual Weekly - PRINCIPAL	32,839.7160	33,934.9920	35,067.3960	36,162.6720	37,202.2560	38,334.6600	39,429.9360
	631.5330	652.5960	674.3730	695.4360	715.4280	737.2050	758.2680
	18.0438	18.6456	19.2678	19.8696	20.4408	21.0630	21.6648

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CL1 Annual Weekly - SENIOR CLERKS	29,126.9160	30,055.1160	30,983.3160	31,892.9520	32,839.7160	33,786.4800	34,733.2440
	560.1330	577.9830	595.8330	613.3260	631.5330	649.7400	667.9470
	16.0038	16.5138	17.0238	17.5236	18.0438	18.5640	19.0842
(INCLUDES PERCENTAGE)							
CL1 Annual Weekly - SENIOR CLERKS	29,126.9160	30,055.1160	30,983.3160	31,892.9520	32,839.7160	33,786.4800	34,733.2440
	560.1330	577.9830	595.8330	613.3260	631.5330	649.7400	667.9470
	16.0038	16.5138	17.0238	17.5236	18.0438	18.5640	19.0842

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Part Time Employees - HOURLY	12.4950	13.0764	13.6680	14.2392	14.8206	15.4122	16.0038
(INCLUDES PERCENTAGE)							
Part Time Employees -	12.4950	13.0764	13.6680	14.2392	14.8206	15.4122	16.0038

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
 Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
 Annual rates calculated as weekly rate multiplied by 52 annual weeks

FY12

Cost of living	0%
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	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual Weekly - PRINCIPAL	32,839.7160	33,934.9920	35,067.3960	36,162.6720	37,202.2560	38,334.6600	39,429.9360
	631.5330	652.5960	674.3730	695.4360	715.4280	737.2050	758.2680
	18.0438	18.6456	19.2678	19.8696	20.4408	21.0630	21.6648
(INCLUDES PERCENTAGE)							
M1 Annual Weekly - PRINCIPAL	32,839.7160	33,934.9920	35,067.3960	36,162.6720	37,202.2560	38,334.6600	39,429.9360
	631.5330	652.5960	674.3730	695.4360	715.4280	737.2050	758.2680
	18.0438	18.6456	19.2678	19.8696	20.4408	21.0630	21.6648

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
CL1 Annual Weekly - SENIOR CLERKS	29,126.9160	30,055.1160	30,983.3160	31,892.9520	32,839.7160	33,786.4800	34,733.2440
	560.1330	577.9830	595.8330	613.3260	631.5330	649.7400	667.9470
	16.0038	16.5138	17.0238	17.5236	18.0438	18.5640	19.0842
(INCLUDES PERCENTAGE)							
CL1 Annual Weekly - SENIOR CLERKS	29,126.9160	30,055.1160	30,983.3160	31,892.9520	32,839.7160	33,786.4800	34,733.2440
	560.1330	577.9830	595.8330	613.3260	631.5330	649.7400	667.9470
	16.0038	16.5138	17.0238	17.5236	18.0438	18.5640	19.0842

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Part Time Employees - HOURLY	12.4950	13.0764	13.6680	14.2392	14.8206	15.4122	16.0038
(INCLUDES PERCENTAGE)							
Part Time Employees -	12.4950	13.0764	13.6680	14.2392	14.8206	15.4122	16.0038

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
 Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
 Annual rates calculated as weekly rate multiplied by 52 annual weeks

FY13

JUL - DEC											
Cost of living: July - Dec											1.5%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,162.67	37,202.26	38,334.66	39,429.94	39,824.24	40,222.48	40,624.70
	695.44	715.43	737.21	758.27	765.85	773.51	781.24
	19,869.6	20,440.8	21,063.0	21,664.8	21,881.4	22,100.3	22,321.3
(INCLUDES PERCENTAGE)							
M1 Annual Weekly - PRINCIPAL	36,705.03	37,760.27	38,909.60	40,021.44	40,421.65	40,825.88	41,234.10
	705.87	726.16	748.26	769.64	777.34	785.11	792.96
	20,167.6	20,747.4	21,378.9	21,989.8	22,209.7	22,431.8	22,656.1

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	31,892.95	32,839.72	33,786.48	34,733.24	35,080.58	35,431.38	35,785.70
	613.33	631.53	649.74	667.95	674.63	681.37	688.19
	17,523.6	18,043.8	18,564.0	19,084.2	19,275.0	19,467.8	19,662.5
(INCLUDES PERCENTAGE)							
CL1 Annual Weekly - SENIOR CLERKS	32,371.43	33,332.39	34,293.35	35,254.31	35,606.84	35,962.84	36,322.47
	622.53	641.01	659.49	677.97	684.75	691.59	698.51
	17,786.5	18,314.5	18,842.5	19,370.5	19,564.2	19,759.8	19,957.4

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14,239.2	14,820.6	15,412.2	16,003.8	16,603.8	17,203.8	17,803.8
(INCLUDES PERCENTAGE)							
Part Time Employees -	14,452.8	15,042.9	15,643.4	16,243.9	16,852.9	17,461.9	18,070.9

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
 Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
 Annual rates calculated as weekly rate multiplied by 52 annual weeks

JAN - JUN											
Cost of living: Jan - Jun											0.5%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,705.03	37,760.27	38,909.60	40,021.44	40,421.65	40,825.88	41,234.10
	705.87	726.16	748.26	769.64	777.34	785.11	792.96
	20,167.6	20,747.4	21,378.9	21,989.8	22,209.7	22,431.8	22,656.1
(INCLUDES PERCENTAGE)							
M1 Annual Weekly - PRINCIPAL	36,888.49	37,949.00	39,104.16	40,221.45	40,623.67	41,030.08	41,440.31
	709.39	729.79	752.00	773.49	781.22	789.04	796.93
	20,268.4	20,851.1	21,485.8	22,099.7	22,320.7	22,544.0	22,769.4

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,371.43	33,332.39	34,293.35	35,254.31	35,606.84	35,962.84	36,322.47
	622.53	641.01	659.49	677.97	684.75	691.59	698.51
	17,786.5	18,314.5	18,842.5	19,370.5	19,564.2	19,759.8	19,957.4
(INCLUDES PERCENTAGE)							
CL1 Annual Weekly - SENIOR CLERKS	32,533.23	33,499.10	34,464.79	35,430.67	35,784.84	36,142.65	36,504.10
	625.64	644.21	662.78	681.36	688.17	695.05	702.00
	17,875.4	18,406.1	18,936.7	19,467.4	19,662.0	19,858.6	20,057.2

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14,452.8	15,042.9	15,643.4	16,243.9	16,852.9	17,461.9	18,070.9
(INCLUDES PERCENTAGE)							
Part Time Employees -	14,525.1	15,118.1	15,721.6	16,325.1	16,937.2	17,549.2	18,161.3

FY14

Cost of living: July - Dec 1.0%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,888.49	37,949.00	39,104.16	40,221.45	40,623.67	41,030.08	41,440.31
	709.39	729.79	752.00	773.49	781.22	789.04	796.93
	20.27	20.85	21.49	22.10	22.32	22.54	22.77
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	37,257.37	38,328.49	39,495.20	40,623.67	41,029.91	41,440.38	41,854.71
	716.49	737.09	759.52	781.22	789.04	796.93	804.90
	20.47	21.06	21.70	22.32	22.54	22.77	23.00

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,533.23	33,499.10	34,464.79	35,430.67	35,784.84	36,142.65	36,504.10
	625.64	644.21	662.78	681.36	688.17	695.05	702.00
	17.88	18.41	18.94	19.47	19.66	19.86	20.06
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,858.56	33,834.09	34,809.44	35,784.97	36,142.69	36,504.08	36,869.15
	631.90	650.66	669.41	688.17	695.05	702.00	709.02
	18.05	18.59	19.13	19.66	19.86	20.06	20.26

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14.53	15.12	15.72	16.33	16.94	17.55	18.16
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees -	14.67	15.27	15.88	16.49	17.11	17.72	18.34

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
 Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
 Annual rates calculated as weekly rate multiplied by 52 annual weeks

Cost of living: Jan - Jun 2.0%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	37,257.37	38,328.49	39,495.20	40,623.67	41,029.91	41,440.38	41,854.71
	716.49	737.09	759.52	781.22	789.04	796.93	804.90
	20.47	21.06	21.70	22.32	22.54	22.77	23.00
(INCLUDES PERCENTAGE) M1 Annual Weekly - PRINCIPAL	38,002.52	39,095.06	40,285.10	41,436.14	41,850.51	42,269.19	42,691.81
	730.82	751.33	774.71	796.85	804.82	812.87	821.00
	20.88	21.48	22.13	22.77	22.99	23.22	23.46

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,858.56	33,834.09	34,809.44	35,784.97	36,142.69	36,504.08	36,869.15
	631.90	650.66	669.41	688.17	695.05	702.00	709.02
	18.05	18.59	19.13	19.66	19.86	20.06	20.26
(INCLUDES PERCENTAGE) CL1 Annual Weekly - SENIOR CLERKS	33,515.73	34,510.77	35,505.63	36,500.67	36,865.54	37,234.16	37,606.53
	644.53	663.67	682.80	701.94	708.95	716.04	723.20
	18.42	18.96	19.51	20.06	20.26	20.46	20.66

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14.67	15.27	15.88	16.49	17.11	17.72	18.34
(INCLUDES PERCENTAGE) Part Time Employees -	14.96	15.57	16.20	16.82	17.45	18.08	18.71

CLERICAL PAY RATES SPREAD SHEET DPW CLERICAL
EFFECTIVE 07/01/13 TO 12/31/13 FY 2014
NEW RATE INCREASES TO 1.0 %

IV kg 07/01/13 DEB 07/01/13

GRADE		STEP 4	STEP 5	STEP 6	STEP 7*	STEP 8	STEP 9	STEP 10
M - 1	Annual	37,241.49	38,347.67	39,499.95	40,629.17	41,441.76	42,270.59	43,116.00
PRINCIPAL	BiWeekly	1,432.36	1,474.91	1,519.23	1,562.66	1,593.91	1,625.79	1,658.31
CLERK	Hourly	20.4624	21.0701	21.7033	22.3237	22.7702	23.2256	23.6901
RATES	OT	30.6935	31.6052	32.5549	33.4856	34.1553	34.8384	35.5352
CL - 1	Annual	32,862.84	33,830.75	34,798.66	35,766.55	36,481.89	37,211.52	37,955.75
SENIOR	BiWeekly	1,263.96	1,301.18	1,338.41	1,375.64	1,403.15	1,431.21	1,459.84
CLERK	Hourly	18.0565	18.5883	19.1201	19.6520	20.0450	20.4459	20.8548
RATES	OT	27.0848	27.8825	28.6802	29.4779	30.0675	30.6688	31.2822
PART TIME								
RATES	Hourly	14.6757	15.2708	15.8785	16.4736	16.8032	17.1392	17.4820

CLERICAL PAY RATES SPREAD SHEET DPW CLERICAL
EFFECTIVE 01/01/14 FY 2014
NEW RATE INCREASES TO 2.0 %

GRADE		STEP 4	STEP 5	STEP 6	STEP 7*	STEP 8	STEP 9	STEP 10
M - 1	Annual	37,986.32	39,114.62	40,289.95	41,441.75	42,270.60	43,116.00	43,978.32
PRINCIPAL	BiWeekly	1,461.01	1,504.41	1,549.61	1,593.91	1,625.79	1,658.31	1,691.47
CLERK	Hourly	20.8716	21.4916	22.1373	22.7702	23.2256	23.6901	24.1639
RATES	OT	31.3074	32.2373	33.2060	34.1553	34.8384	35.5352	36.2459
CL - 1	Annual	33,520.10	34,507.37	35,494.63	36,481.88	37,211.53	37,955.75	38,714.87
SENIOR	BiWeekly	1,289.23	1,327.21	1,365.18	1,403.15	1,431.21	1,459.84	1,489.03
CLERK	Hourly	18.4176	18.9601	19.5025	20.0450	20.4459	20.8548	21.2719
RATES	OT	27.6265	28.4401	29.2538	30.0675	30.6688	31.2822	31.9079
PART TIME								
RATES	Hourly	14.9692	15.5762	16.1961	16.8031	17.1393	17.4820	17.8316

PREPARED 10/18/12

KATHY GUTOWSKI



A G R E E M E N T

-Between-

**TEAMSTERS LOCAL UNION NO. 25
International Brotherhood of Teamsters**

-And-

TOWN OF WINTHROP

JULY 1, 2005 through JUNE 30, 2008

**Sean M. O'Brien
President/Principal Officer**

**Mark A. Harrington
Secretary-Treasurer**

**Printed & Assembled by
Teamsters Local 25
Office Staff**

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Agreement

This Agreement made this 1st day of July 2005 by and between the Town of Winthrop (Clerks) hereinafter called the "Employer" and TEAMSTERS LOCAL 25, AFFILIATED WITH THE International Brotherhood of Teamsters, hereinafter called the "Union", agree to be bound by the terms and provisions of this Agreement.

ARTICLE 1 **RECOGNITION**

The Town of Winthrop acknowledges Teamsters Local 25, International Brotherhood of Teamsters ("the Union") as the exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment of the following employees as approved by Case No. MCR-4618 on January 15, 1998.

All full-time and regular part-time Clerical employees including Clerks, Junior Clerks, Principal Clerks, Senior Clerks and Secretaries but excluding the Administrative Secretary to the Town Manager, Community Development Clerks, Library Clerks, Managerial and Confidential employees and all other employees.

ARTICLE 2 **NO DISCRIMINATION**

- A** In accordance with applicable law, the employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individuals race, color, religion, sex, national origin, pregnancy, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, pregnancy, or age.
- B** The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.
- C** The parties to this Agreement are committed to a policy of affirmative action and non-discrimination in order to provide for equal access and equal opportunity through the recruitment and hiring of minorities, women and the disabled.
- D.** In addition, the parties mutually condemn any conduct that inflicts sexual harassment upon any person in the employee of the Town.
- E.** The term "he or his" as used in this Agreement is not meant to be discriminating and shall apply equally to male and female employees.

ARTICLE 3
UNION DUES AND INITIATION FEES

- A. The Town agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the 1st payroll period of each month and remit to the Local Union by the 2nd payroll period of each month. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. (SEE ATTACHED SCHEDULE B)
- B. Subject to the capability of the Town's payroll system to comply with the terms of this provision, the Town agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Town written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. The Town shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.
- C. Subject to the capability of the Town's payroll system to comply with the terms of this provision, the Town agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Town of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE Chapter 25 on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. (SEE ATTACHED SCHEDULE B)

If by the last day of any given month, the Union is not in receipt of the amount deducted from the employees pay the dues, initiation fees, and/or assessments, the local Union shall have the right, after an appropriate seventy-two (72) hours notice to the Town, to take whatever legal action it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement, state or federal law to the contrary notwithstanding. The Town's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration provided in this agreement. The aforesaid seventy-two hour notice to the Town shall remain in full force and effect for a period of one year from the date of the occurrence on which the notice to the Town is based.

ARTICLE 4
AGENCY SERVICE FEE

- A. Effective the thirtieth day following the beginning of employment, each employee of the bargaining unit who is not a member of the Union in good standing shall be required, as a condition of employment, to pay a monthly agency service fee during the life of this Agreement to the Union that shall be in an amount not greater than such amount as is permitted by law; provided, however, that no such payment or deduction shall include any amount that represents a cost not related to collective bargaining and contract administration, all as is required by the provisions of Section 3 of Article IX of the Rules and Regulations Relating to the Administration of Chapter 150E of the General Laws as such Rules and Regulations have been promulgated, and as they may be amended from time to time, by the Labor Relations Commission. The agency service fee shall be deducted each month from the paycheck of each employee who individually and voluntarily certifies in writing authorization for such deduction. The deducted agency service fee shall be remitted to the Union by the fourteenth day of the succeeding month.
- B. Such fee may be paid by payroll deduction as so authorized pursuant to an Agency Service Fee Deduction Authorization as set forth in this Agreement; provided, however that such authorization shall be deemed to have effect only with respect to such sum as is herein provided.
- C. The Employer agrees that in accordance with the provisions of Chapter 180, Section 17 and of Chapter 150E, Section 12 of the General Laws, it will deduct membership dues 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 weekly beginning upon the ratification of this Agreement. The amount so deducted will be remitted in accordance with such authorization, provided that the Employer may cease making such deduction at any time upon behalf of an employee upon timely receipt by the department head of a revocation of the authorization from the employee.

The Employer will incur no liability for loss of dues moneys after depositing, properly addressed to the Union, in the United States mail.

The Union shall indemnify and save the Town of Winthrop and its agent harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Section.

Agency Fee shall become a condition of employment in compliance with the terms and conditions as set out in General Laws, Chapter 150E, Section 12.

The Union agrees that it shall provide the Employer with certification that a vote of the majority of the employees in the Bargaining Unit present and voting did, in fact, vote to include the provisions of Agency Fee. In the event that legal action is taken by any member of the Union or by any third party against the Town Accountant and/or the Employer as a result of their implementation of the Agency Fee provisions of this article, the Union agrees to hold the Town Accountant and/or the Employer harmless and indemnify them for all expenses or judgments or allowances entered against them as a result of said action. Further, the Union agrees that it will assume the costs to defend the Town Accountant and/or the Employer in any and all such causes of action.

- D. Anything in this Agreement to the contrary notwithstanding, the Union further agrees that it shall be solely responsible for all costs and fees which may be incurred by the Town, including but not limited to, stenographic costs, and any fees charged by any hearing officer or arbitrator, in termination of employment cases arising under this Article.

ARTICLE 5

MANAGEMENT RIGHTS

Section 1. The Employer has and shall retain solely and exclusively all of its common law, statutory and inherent rights of management in the direction of the Town and all of its operations.

Except to the extent specifically modified by this Agreement, the employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control and supervision of the Town and its various departments and facilities. Except to the extent specifically modified by this agreement, the Employer reserves and retains all powers, authority and prerogatives including, but not necessarily limited to: the right to assign, transfer, hire and promote; to determine the schedules or number of hours to be worked and the work force; to determine the number of employees it shall employ at any time and the qualifications necessary for any jobs it may have or may create in the future; to assign work duties in accordance with its determination of the needs of the Town and to transfer or terminate employees as its operations require; to suspend, demote, discharge or take other disciplinary action against employees for just cause and to abolish positions and/or relieve employees from duties because of lack of work; to determine the mission of the Town and its departments, its budget, its organization, the number of classifications of employees to be utilized; to determine the types of operations, methods, and process to be employed; to discontinue processes or operations completely or to discontinue processes or operations by unit employees; to determine reasonable standards of performance; and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

Section 2. Rules. The Employer shall have the right to make and enforce rules and regulations governing its operations; the manner and method of performing the work; the production standards it requires; and attendance, and any other matter so long as such rules and regulations are not in conflict with the specific terms of this Agreement.

ARTICLE 6

UNION ACTIVITY ON DEPARTMENT PROPERTY

- A. Unless otherwise provided by this Article, the internal business of the Union including but not limited to soliciting membership, collecting dues, campaigning for officers, electing officers will be conducted during non-working hours.
- B. Upon reasonable notice to the Town Manager, the Union will be permitted to use the Town Hall premises for regular business meetings. Except as to said regular business meetings and to the extent expressly permitting with regard to that section of the contract regulating the collection of dues and agency fees or except as expressly approved by the Town Manager, no members of the Union shall conduct Union business on Town property.

- C. The Town Manager will designate a space in which the Union may erect a bulletin board. The purpose of the board will be for posting of appropriate material and notices by the employer or the Union. Therefore, use of such bulletin boards shall be restricted to the following purposes:

- Notice of recreational and social activities;
- Notice of elections and results;
- Notice of appointments of Union representatives; and
- Notice of meetings.

All posting are to be signed by a Union official or steward and shall not be of a libelous, slanderous or profane nature. The Union shall hold the Town harmless for any material the Union posts on the bulletin board. The Town will not hold the Union responsible for materials posted on the Bulletin Board that have not been signed by a Union official or steward. Notices that have been posted and not signed may be removed by the Executive Secretary provided notice is given to the Union Steward.

- D. The Union shall furnish the Employer with a written list of Union stewards and other representatives immediately after the designation of such representatives. The Union shall notify the Employer of any changes in the list of representatives.
- E. The Union steward shall be granted a reasonable amount of time during working hours, without loss of pay, to investigate and settle grievances, and conduct other urgent Union business upon due notice to the executive secretary.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1: For the purposes of this Agreement, a grievance shall be defined as a complaint between the Town and the Local and/or any unit member involving only alleged specific and direct violation of express language of a specific provision of this Agreement.

Section 2: Grievances shall be processed as follows:

Step 1: The Local or the unit member (herein after referred to as the grievant) shall file the grievance in writing with his/her Department Head within seven (7) working days after the action which serves as a basis for the grievance. The Department Head will investigate the complaint to determine its validity and shall respond in writing to the grievant within three (3) working days. If the grievance is not satisfactorily resolved at this step, the grievant may proceed to Step. 2.

Step 2: If the grievance is not satisfactorily resolved at Step 1, it shall be submitted by the Local's business agent, together with the Department Supervisor's response and any pertinent documents, to the Town Manager, within five (5) working days. The Town Manager and the Business Agent shall meet to discuss the grievance within five (5) working days. The Town Manager shall decide whether this discussion shall take place during working hours. The Town Manager, shall give his/her written answer to the grievance within five working days following the conclusion of this meeting.

Step 3: If the grievance is not satisfactorily resolved at Step 2, it may be appealed to arbitration by written notice of such intent to appeal within thirty (30) work days after receipt on the written answer under Step 2. This appeal to the American Arbitration Association shall be in accordance with Association's rules. The expense for the arbitrator borne equally by the parties to the arbitration.

The decision of the arbitrator shall be binding, subject to review in accordance with the procedure established under the provisions of M.G.L. c.150C. The arbitrator shall have no power to alter, amend, add to or detract from the language of this Agreement, nor shall the arbitrator have any power with respect to any right or relief for any period prior to the effective date of this Agreement. The arbitrator shall only interpret such items and determine such issues as may be submitted to him/her by the written agreement of the parties.

Grievances may be settled without precedent at any stage of the procedure until the issuance of a final award by the arbitrator.

Exceptions – Notwithstanding any provision of this Agreement to the contrary, any matter which is subject to the jurisdiction of the Retirement Board or the Massachusetts Commission Against Discrimination is hereby specifically exempted and removed from the grievance provisions of this agreement and appeal to those agencies shall be the exclusive procedure to seek any redress or remedy relative to issues subject to the jurisdiction of those agencies provided that employees may use Step 1 of this article to informally resolve any complaints under the jurisdiction of the above referenced agencies.

Any matter which is not specifically covered by this Agreement of which is reserved by statute or regulation of any agency of the Commonwealth or by the terms of this Agreement to the discretion of the Town Manager is not subject to the grievance procedures of this Article. Only grievances as defined above may be processed pursuant to the procedures set forth herein.

ARTICLE 8

DEFINITION OF PERMANENT FULL-TIME, REGULAR PART-TIME; PROBATIONARY PERIOD

Section 1 For the purpose of this Agreement the term regular full-time employees mean those employees who have satisfactorily completed six months of service in a position covered by this Agreement and who are scheduled to work thirty-five (35) hours a week.

Regular part-time employees mean those employees who have satisfactorily completed six (6) months of service in a position covered by this Agreement and who are scheduled to work an average of less than thirty-five (35) hours per week.

Section 2: Any newly hired employee shall be deemed to be on probation for a period of 6 months from the date of his/her most recent hire. A probationary employee may be discharged in the sole discretion of the Department Head, and the discharge of such a probationary employee may not be made the subject matter of the grievance or arbitration provisions of this Agreement either by the employee or employees affected or by the Union.

ARTICLE 9
PART-TIME EMPLOYEES

The Town may utilize regular part-time employees on a scheduled basis to cover regular recurring work periods, and to replace absenteeism; and part-time employees on an on-call basis, to cover overflow situations and to replace absenteeism.

A new part-time employee shall be hired on a six (6) month probationary period within which time they may be dismissed without protest by the Union. Upon the expiration of said probationary period the employee shall be placed on a separate seniority list in accordance with their date of hire.

Part-time employees may only be utilized from Monday to Friday inclusive except that any regular part-time employee hired after the effective date of this Agreement may be forced to accept Saturday, Sunday or Holiday work refused by full-time employee(s).

All part-time employees who have completed six months of service and who work on a regularly scheduled work week shall be entitled to vacation, sick leave, bereavement leave, personal leave, longevity or jury leave under the terms of this Agreement on a pro-rata basis. All part-time employees who have completed six months of service and work on a regularly scheduled work week, shall be eligible for a pro-rated portion of such holiday pay when a holiday falls on a day on which he/she is regularly scheduled to work.

Permanent full-time vacancies shall be offered to qualified regular part-time employees in order of seniority. A regular part-time employee accepting a full-time position shall receive a new seniority date, which shall be the first day that he works as a new full-time employee. Regular part-time employees that turn down full-time vacancies, will retain the right to bid for future full-time vacancies.

Part-time employees shall be covered under a separate seniority list from the full-time seniority list.

A part-time employee accepting a full-time position shall retain total seniority for all benefits.

ARTICLE 10
PROMOTIONS AND HIRING

- A. It shall be the policy of the Town during the life of this Agreement to give members in good standing in the bargaining unit the opportunity to apply for job vacancies within the bargaining unit, provided such persons are available and willing to perform the jobs in which the vacancies exist; it being the understanding of the parties that it shall be the Town's objective to select the best qualified person for each such position.
- B. A notice of such vacancy shall be posted on appropriate bulletin boards for a period of five (5) days prior to the closing of applications for the position.
- C. In the event that applicants for any position appear to be equally well qualified, first preference shall be given to the Unit employee over the applicant who is not a Unit employee. When two (2) unit employees appear equally well qualified for any position, preference shall be given to the employee with greater seniority. The Town shall be sole judge of qualifications, provided that such judgment shall not be exercised arbitrarily, capriciously or unreasonably.

ARTICLE 11
MILITARY CLAUSE

1. Military leave of absence without pay shall be granted to an employee inducted into the armed service for the required length of service, according to the terms of the Selective Service Training Act of 1940 and subsequent amendments by Congress.
2. The progress of an employee inducted in the armed forces on the salary schedule shall not be interrupted because of said induction. Upon return to service in the Town of Winthrop, employees shall be placed in the salary schedule at the level to which he/she would have been entitled had their service not been interrupted.
3. Employees with one or more years of continuous employment prior to the time of performing the service herein referred to who are required to report for temporary summer or like period of training in the military forces of the United States or the Commonwealth shall be paid in the amount equal to the difference between the compensation for a normal working period of up to two weeks and the amount paid for military training, if such pay is less than their department pay. Training pay is computed to include compensation received except travel allowance.

ARTICLE 12
JURY DUTY

A. COURT LEAVE

Every employee in the unit shall be compensated for jury service pursuant to G.L. Chapter 234A, Section 48.

ARTICLE 13
BEREAVEMENT LEAVE

- A.** Any permanent full-time employee covered by this Agreement is entitled to a leave of absence without loss of pay of up to three (3) consecutive days ending on the first working day following the completion date of the funeral services in case of death of immediate family. However, if the fourth consecutive working day occurs on the day after a scheduled day off, then the employee is not entitled to the fourth consecutive working day as a day off with pay.

The term "immediate family" shall include the employee's spouse, domestic partner, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren. The term "domestic partner" means two persons who meet the following criteria and jointly file a registration statement proclaiming that:

1. They are in a relationship of mutual support, caring and commitment and intend to remain in such a relationship; and,
2. They reside together; and
3. They are not married; and
4. They are not related by blood closer than would bar marriage in the Commonwealth of Massachusetts; and
5. They are each other's sole domestic partner; and
6. They are competent to contract; and
7. They consider themselves to be a family.

- B.** An absence of one (1) day may be granted for attending the funeral only for other members of the employee's family, including but not limited to, the employee's brother-in-law, sister-in-law, aunt or uncle.

- C. The purpose of this leave is only to attend the funeral or to attend to family or personal matters arising as a result of the death.

ARTICLE 14
SICK LEAVE

- A. Employees shall be entitled to fifteen (15) working days' sick leave with pay for each year of continuous service.
- B. Sick leave credit will begin on the first working day of the first full month following employment in the bargaining unit and accumulate thereafter at a rate of one and one-quarter (1 ¼) days for each full month of employment for twelve (12) month employees.
- C. Unused sick leave will accumulate from year to year up to a maximum of one hundred fifty (150) days as of the beginning of any calendar year. In addition, for each year of service with the Town of Winthrop and additional two (2) days per year will be accrued at the discretion of the Town Manager, but will be drawn upon only after the base or initial accrual is depleted.
- D. Each Department Head shall notify each unit member prior to January 1 of each year of the number of sick days accumulated by each unit member.
- E. An employee, in order to qualify for paid sick leave, must notify his/her appropriate supervisor at least one (1) hour prior to the beginning of each work day, or, if s/he is not able to do so, as soon as is possible after the beginning of each work day, during which the employee is to be absent by reason of sickness, provided that in the case of an emergency, notice shall be given as soon as the exigencies of the emergency may permit. If such notification is not given by such employee, such absence may, at the discretion of the Department Head, be treated as absence without pay.
- F. An employee absent by reason of sickness for more than five (5) working days shall provide the Supervisor with at least a twenty-four (24) hours' notice of his/her intent to return to active employment.
- G. The Town may require that an employee submit to a medical examination by a physician designated by the Town, to determine the employee's fitness to return to work following absence by reason of sickness or injury for more than five (5) consecutive working days. Such examination shall be at the expense of the Town. At such examination, the employee may, upon his/her own request and at his/her own expense, be represented by a personal physician.
- H. An employee who has been absent by reason of sickness or injury may, upon the recommendation of a physician but at the sole discretion of the Town, return to work for light and limited duty upon such terms and conditions as the Town shall determine. Whenever the Town shall have offered to permit any such employee to return to work for limited duty and such offer is made in accordance with the recommendation of any physician, the failure of such employee to return to work in accordance with such offer shall be grounds for the taking of disciplinary action. For the purposes of this section, the Town may require that an employee submit to a physical examination by a physician designated by the Town for such purposes. Such examination shall be at the expense of the Town. At such examination the employee may, upon his/her own request and at his/her own expense, be represented by a personal physician.

- I. Employees must immediately report all injuries, whether or not it appears they will be consequently absent from work, to their supervisor; and they must complete such injury report as may be required by the Town as soon as practicable after the incident in question.
- J. Any member of the bargaining unit, if retiring after having been in the continuous employ of the Town of Winthrop for at least 20 years, is entitled to buy back up to 200 days of accrued sick time at a rate of \$20 per day.

ARTICLE 15

HOLIDAYS AND PERSONAL LEAVE

A. LEGAL HOLIDAYS

The following legal holidays will be observed as paid holidays for the period of this Agreement. All permanent full-time employees will be paid at seven (7) hours straight time pay therefor.

New Years Day
Martin Luther King Day
Presidents' Day
Evacuation Day (March 17th)
Patriots' Day
Memorial Day
Bunker Hill Day (June 17th)
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
½ Day before Christmas
Christmas Day

In the event that Christmas falls on a Sunday or Monday, the ½ day before Christmas will be a floating holiday to be taken by employees with the approval of their supervisor.

Either the day before Thanksgiving or the day after Thanksgiving will be a paid holiday. The amount of staff working on either of those days shall be determined by the Department Head. The determination of which day the employee receives as a holiday will be determined by seniority with any ties or disputes being determined by the Department Head.

In order to qualify for a holiday credit, a unit member in full-time employment in a permanent position must have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday, unless the employee was in full pay status on such preceding and following days in accordance with other provisions of this agreement.

Wherever it is practicable without impairing the performance of any essential service in a Town Department or project, employees who qualify for holiday credit shall be excused from all duty during a legal holiday without loss of pay.

When a holiday falls on a Sunday, the following day shall be considered the holiday.
When a holiday falls on a Saturday, the prior Friday shall be considered the holiday.

B. HOLIDAY WORK SCHEDULE

Any bargaining unit member scheduled to work on a holiday, and who does work on that holiday shall be granted a day off within the next succeeding thirty (30) day period. The specific day off may be requested by the individual employee, subject to the approval of the Department Head. If a day off is not granted by the Town within the thirty (30) day period, such employee shall be paid at the rate of one and one-half (1½) times his/her normal per diem rate of pay for such holiday worked.

C. PERSONAL LEAVE DAYS

Each employee covered by this Agreement shall be entitled to three (3) days of paid personal leave. Said three (3) days of leave may be utilized during any calendar year for imperative personal business which could not be effectively conducted outside of customary work hours and is not otherwise covered by bereavement leave, sick leave, or the family leave or other provisions of this Agreement. Personal reasons may include business, legal, and religious matters. Such personal leave may not be granted for recreational purposes or for purposes of pursuing gainful employment. Reasons for such leave must be made in writing to the Department Head of his/her designee as soon as possible and not less than forty-eight (48) hours before the absence occurs, whenever possible. This leave shall not be unreasonably withheld. Unused personal days will be added to sick days for accrual purposes.

ARTICLE 16
INSURANCE BENEFITS

- A. For all permanent full-time employees, the Town agrees to maintain in effect no less than the present level of hospital, medical and life insurance benefits. The Town further agrees to pay not less than the present percentage portion of this premium and will deduct the employee's share from payroll checks for participating members on receipt of appropriate authorization.
- B. On the date of retirement, life insurance may be continued in the amount of Two Thousand Dollars (\$2,000.00) fully paid for by the retiree. For the retired employee, the hospital-surgical-medical coverage may be continued through the local pension group. If an individual does not desire to remain in the insurance plan, the retired employee may secure his/her hospital, surgical and medical coverage under any conversion contract offered by Harvard Medical.
- C. All permanent part-time employees working at least 21 hours per week will be eligible for health insurance as set forth above.
- D. Employees may contribute to the Teamster, Local 25, dental and eyeglass plan at the sole cost of the Employee.

ARTICLE 17
WAGES

Effective July 1, 2005 wages will be increased 3.5%.

Effective July 1, 2006 wages will be increased 4.0%.

Effective July 1, 2007 wages shall be increased 4.5%.

Section 1: The basic salary and classifications schedule for employees is as set forth in Schedule A.

Section 2: For the purposes of establishing a base starting point for classification of existing employees, all permanent full-time and part-time employees will be reclassified as indicated on the attached Schedule A.

Section 3: In recognition of the proposed reclassification all stipends for permanent full time and part time employees will be abolished as of July 1, 1999.

Section 4: The hiring rate for all new employees shall be the minimum of the rate range of the job for which the employee is hired unless otherwise authorized by the Town Manager.

Section 5: Employees in the continuous service of the Town who have a satisfactory performance record shall be eligible for an advance in accordance with the following schedule:

Step 1	Starting salary
Step 2	6 month advancement
Step 3	1½ years of service
Step 4	2½ years of service
Step 5	3½ years of service
Step 6	4½ years of service
Step 7	5½ years of service

Progression through the rate range is not automatic and shall reflect the employee's demonstrated past performance and results and expected future performance. Any level increase shall be on the recommendation of the department head and the approval of the Appointing Authority.

Section 6: When an employee is promoted to a higher rated job, he/she shall enter at the minimum of the job rate range or at his/her own rate, whichever is the higher. He may also receive a one-step-rate increase at the time, if the department head feels that qualifications and performance warrant it and the Appointing Authority approves. If an employee should be transferred to a lower rated job, he shall enter it at his own rate or at the maximum of the job, whichever is the lower.

ARTICLE 18
OVERTIME

Section 1: This Article is intended to provide the basis for the calculation of overtime pay for permanent full-time employees when such overtime is authorized and pre-approved by the Department Head and shall not be construed as limiting or determining the day or hour on which any particular employee shall begin or end, or as a restriction on the Department Head's right to require work in excess of any specified periods.

Section 2:

The work week shall begin on Monday and continue for five (5) consecutive days. The regular hours for each day shall be consecutive, except for interruptions for lunch periods. The normal work week is thirty-five (35) hours per week. Time actually worked in excess of forty (40) hours per week or on Sunday, unless the employee is working on a continuous operations, shall be considered as overtime and shall be paid at the rate of time and one-half (1-½) the employee's regular hourly rate. Time worked in excess of 35 hours but less than 40 hours per week will be paid at straight time. At the Department Head's discretion, compensatory time calculated on the basis of straight time, may be for time worked in excess of 35 hours per week, but less than 40 hours per week. The use by an employee of compensatory time previously granted must be approved by the Department Head. The decision of the Department Head regarding the granting or use of compensatory time is not subject to either the grievance or arbitration provisions of this Agreement.

Section 3:

Overtime shall be equally and impartially distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week. All overtime hours must be authorized and pre-approved by the Department Head or his/her authorized designee. Failure to obtain such authorization and pre-approval may be grounds for discipline.

Section 4:

All compensated time, including but not limited to holidays and sick leave paid for but not worked, shall be computed as time worked for purposes of computing overtime.

Section 5:

To meet staffing needs, the Department Head may increase the weekly hours of part-time coverage when staff is effected by sick time, vacations, or other scheduling needs.

ARTICLE 19
LONGEVITY

Section 1:

Annual longevity payments will be made to qualified permanent and part-time employees who have worked the required number of years as of July 1, of the fiscal year in which payment is to be made.

Five (5) years service as of July 1	\$225.00
Ten (10) years service as of July 1,	\$400.00
Fifteen (15) years service as of July 1,	\$450.00
Twenty (20) years service as of July 1,	\$500.00
Thirty (30) years service as of July 1,	\$550.00

ARTICLE 20
STEWARDS

- A.** The Town recognizes the right of the Union to designate job stewards and alternates from the Town's seniority list.
- B.** The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:
1. The investigation and presentation of grievances to the Town, or the designated company representative in accordance with the provisions of this collective bargaining agreement;

2. The collection of dues when authorized by appropriate Local Union action;
 3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Town's business.
- C. The Town recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Town in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.
- D. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 21 VACATIONS

- (1) Except as otherwise provided in the bargaining agreement, vacation days shall be provided to permanent full-time employees. The number of vacation days allowed shall be based on length of service with the Town and the employee's scheduled workweek. The vacation year shall begin on July 1st and continue through June 30th of the following year. A vacation day shall be a calendar day during which the employee otherwise normally would be scheduled to work. Employees accumulated vacation week shall be as follows:

Vacation accrual for permanent full-time employees working a five-day work week:

<u>Length of Service</u>	<u>Employees Received</u>	<u>To a Maximum of</u>
<u>Less than 5 years</u>	<u>5 hrs. 50 minutes per month</u>	<u>70 hours per year</u>
<u>5 through 13</u>	<u>8 hrs 45 minutes per month</u>	<u>105 hours per year</u>
<u>More than 13 years</u>	<u>11 hrs. 40 minutes per month</u>	<u>140 hours per year</u>
<u>More than 20 years</u>	<u>14 hrs. 35 minutes per month</u>	<u>175 hours per year</u>

- (2) New or rehired employees shall earn a vacation day for their first month of work if they begin work on or before the 13th of that month.
- (3) When moving into a higher vacation bracket, employees start earning vacation days in the July before their 5th, 13th or 20th (if applicable) anniversary year. The employee may take the vacation days as soon as he or she earns them. The employee shall not have to wait until January of his or her anniversary year.

- (4) Employees shall have until the end of December to use the vacation days they have earned between July 1 of the last year and June 30 of the current year. Employees hired between January and June must use vacation days earned through June before the end of the current calendar year. Days such employees accumulate from July until December may be used through December 31 of the following year.
- (5) Employees may take their vacation days as soon as they earn them, subject to scheduling approval of the department head. With the department head's approval and advance notice, employees may take their vacation anytime during the year.
- (6) When scheduling vacation requests, the department head shall give due consideration to the length of service of the employees involved; subject, however, to the needs of the department.
- (7) Vacation leave shall not be accumulated from one vacation year to another, and salary shall not be paid in lieu of vacation, except in cases of emergency and only with prior approval of the Department Head.
- (8) Except in cases of discharge for dishonesty, any employee who is discharged or quits between July 1 and his or her scheduled vacation date shall receive the vacation pay due to him or her; as set forth herein; provided, however, that if the employment is terminated by resignation, written notice of the resignation must be received by the department head at least two weeks prior to the employee's last day of work. Terminating employees shall receive vacation pay for day(s) earned in his or her final month of work if he or she works through the last working day of the month. Upon the death of any employee entitled to vacation day(s) as provided herein, vacation pay shall be paid to the person or persons to whom such employee's salary is payable.
- (9) If an employee returns to the service of the Town and his or her period of service with the Town has been interrupted for reasons other than service in the armed forces, then after five years' continued service the amount of service prior to the interruption of his or her work for the Town shall be added to the five or more years of current full-time service to give total service for the purpose of computing continuous service for vacation allowance.
- (10) Employees on approved leave of absence, extended sick leave and injured-in-line-of-duty leave shall not accumulate vacation days.
- (11) When an employee is terminated all accrued vacation time shall be paid.

ARTICLE 22 **INFORMATION**

The Town shall make available to the Union, upon the written request of the President thereof and within a reasonable time thereafter, such statistics and information related to the collective bargaining unit in its possession as are necessary for the implementation of this Agreement. It is understood that this shall not require the Town to compile information and statistics in the form requested unless already compiled in that form, or to supply any information deemed by the Town to be confidential.

ARTICLE 23
HOURS OF WORK/WORK YEAR

Work Year

- A. The work year for bargaining unit members who are assigned to work a 12 month work year shall be from July 1st to June 30th of each year.

Work Week

- B. The work week for all full-time permanent employees shall be thirty-five hours.
- C. Regular working hours and the normal work week for employees shall be based on the present working hours at each Town Department or Building as follows:

• **TOWN HALL and POLICE STATION CLERICAL STAFF**

Monday	8:00 A.M. to 7:00 P.M.
Tuesday through Thursday	8:00 A.M. to 4:00 P.M.
Friday	8:00 A.M. to 12:00 Noon

Upon retirement of the current police station clerical staff
the hours of work shall be 8:00 A.M. to 4:00 P.M., Monday through Friday

If a holiday falls on a Monday, Monday's schedule is fulfilled on Tuesday:

If a holiday falls on a Friday, Friday's schedule is fulfilled on Thursday.

• **FIRE HEADQUARTERS CLERICAL STAFF**

Monday through Friday 9:00 A.M. to 5:00 P.M.

• **PUBLIC FACILITIES BUILDING CLERICAL STAFF**

June 1 through August 30	Monday through Friday	6:30 A.M. to 2:30 P.M.
August 31 through May 31	Monday through Friday	8:00 A.M. to 4:00 P.M.

• **SENIOR CENTER**

Monday through Friday 9:00 A.M. to 4:30 P.M.

- D. The parties recognize that as professionals the work schedule of each unit member shall be established by his/her Department Head, or by a person designated by the Town Manager to provide for the performance of the duties of the unit member consistent with the needs of each Department and the terms of this agreement.
- E. The work schedule of the unit member shall be arranged, where required, so as to provide for so-called "peak work periods" and "special work periods" such as elections, town meetings, board meetings, etc. during which periods of time the unit member may be required to work flexible hours not to exceed thirty-five (35) hours per week during any work week.

- F. In establishing, or adjusting, the work schedule of any unit member, the appropriate Department Head, or any person designated by the Town Manager, should also consider that there may be periods during which the discharge of the duties of the unit member may permit flexible scheduling.
- G. Consistent with the needs of the Town, the Department Head or person designated by the Town Manager, after consultation with the unit member, shall arrange from time to time for such flexible work schedule of such administrator as he/she is the exercise of his/her discretion shall so determine. Such decision shall not be arbitrary or capricious.
- H. A flexible work schedule of a unit member shall be established upon the written approval of the appropriate Department Head and may reflect such adjustment of the work schedule of the unit member as may be required to accommodate the performance of assigned work during peak work periods, special work periods and other times as said Department Head shall determine. A flexible work schedule may include adjustments made on an hourly, daily or weekly basis as the Department Head shall determine necessary.
- I. With the approval of each Department Head and the Town Manager, clerical staff may be asked to assist in the other Departments, if needed, during peak work periods, provided that such work assignment is consistent with the unit members present position classification.

Lunch Breaks

- A. Employees working in the Town Hall and Police Station shall be granted a one hour lunch period without pay on Monday through Thursday or on any work day worked in excess of seven hours.
- B. Employees working in the Fire Headquarters shall be granted a one hour lunch period without pay on Monday through Friday on any work day worked in excess of seven hours.
- C. Employees working in the Public Facilities Building shall be granted a one hour lunch period without pay on Monday through Friday.
- D. Employees working in the Senior Center will be granted a one half hour lunch period without pay.
- E. All lunch periods will be scheduled by the Department Head for each member of the unit.

Rest Period (Coffee Break)

- A. Each employee working in the Town Hall, Police Station, Fire Headquarters, Senior Center, and Public Facilities Building shall be allowed a 10-minute "coffee break" in the morning at the convenience of the Town as scheduled and approved by the Department Head. Each employee shall be allowed a 10-minute "coffee break" in the afternoon as scheduled and approved by the Department Head.
- B. Town vehicles will not be used to transport clerical employees to lunch or coffee breaks.

- C. Smoking shall be permitted before work, at lunch period, at rest period, and after work. No additional breaks will be granted for smoking. Employees shall not use tobacco products within Town Buildings at any time. An area outside of each building will be designated for smoking.

ARTICLE 24
SENIORITY AND REDUCTION IN FORCE

- A. For the purpose of this Agreement, as applied to each member of the bargaining unit, "seniority" shall be measured by the length of the unit member's continuous service as a member of the bargaining unit; and, in respect of each such member of the bargaining unit, such service shall be deemed to have commenced on the date, time and order on which the Town or any of its predecessors shall have appointed such unit member to a position in the bargaining unit.
- B. Seniority shall accumulate during absence because of illness, non-work related injury, vacation or other authorized leave or layoff for not more than sixty (60) months.
- C. Seniority shall be broken when an employee: (a) terminates voluntarily, (b) is discharged for just cause, and (c) exceeds an authorized leave of absence.
- D. A current seniority list of all employees of the bargaining unit showing name, present classification and seniority date will be supplied to the Union representative each year. The list will be issued January 1st of each year.
- E. An employee may bump into a bargaining unit position which is held by an employee who has less seniority than himself and provided that employee is determined by the employer to be qualified and capable to perform the duties and responsibilities of the position as the current incumbent.
- F. For the purpose of any reduction in force, lay-offs shall proceed in the following manner:
1. Secretaries/clerks who have not attained permanent status shall be terminated in reverse order of appointment to the position they then currently hold.
 2. Secretaries/clerks who have attained permanent status shall be terminated in reverse order of their permanent seniority.
 3. It is expressly understood and agreed that permanent secretary/clerk shall not be laid off before a non-permanent secretary/clerk.
- G. Recall for work for permanent employees after a layoff shall be in reverse order of layoff.

ARTICLE 25
DISCIPLINE AND/OR DISCHARGE

Employees are responsible for observing all regulations necessary for the proper operation of Town Departments.

Any new hire shall be a probationary employee for six (6) months and may be terminated without cause during said probationary period. Disciplinary action may be initiated for failure of an employee to fulfill their responsibilities as an employee. The following shall be sufficient cause for disciplinary action, but shall not be limited to:

- Incompetence or inefficiency in performing assigned duties.
- Failure to carry out any lawful and reasonable direction of a proper supervisor.
- Unauthorized use of town property.
- Disclosure of confidential information, subject to the State and Federal Regulations.
- Abuse of sick leave; absence without leave; or habitual tardiness.
- Violation of safety rules and policies.
- Engaging in sexual harassment.

Department Heads and supervisors are responsible for enforcing all rules and regulations. Employees are subject to the following disciplinary actions:

- Oral warning – a note of which will be entered into employee's personnel file.
- Written reprimand – to include reason(s) for the reprimand, corrective action to be taken, and time limit for improvement, with a copy placed in the employee's personnel file.
- Disciplinary probation with pay – for a period of up to three (3) months.
- Suspension – without pay for a period not to exceed thirty (30) days in any twelve (12) month period.
- Discharge

The following shall be sufficient cause for immediate discharge, without recourse to other forms of disciplinary action:

- Use or possession of illegal narcotics or alcohol during regularly scheduled hours.
- Fraud in securing appointment.
- Conviction of a felony.
- Falsification of time sheets.

ARTICLE 26
LEAVES OF ABSENCE

Any employee who is absent from work due to a work-connected accident or disability and who is receiving workmen's compensation may, at his option, turn in his compensation check and receive his regular weekly pay in exchange for a deduction of ½ of sick leave for each day absent to the extent he has such credits available.

ARTICLE 27
UNPAID LEAVE

Leaves of absence for good and sufficient personal reasons may be granted for periods not to exceed three months upon approval of the Town Manager or its designee. During the period of said unpaid leave of absence, the bargaining unit member shall be responsible for the full payment of insurance premiums.

Such leaves shall not be granted for the reason of change of employment, either within Town Departments or for any other employer.

In order to be considered, the request and reasons for leaves of absence together with a written opinion of the Department Head must be presented to the Town Manager at least fourteen days prior to the requested leave. The union recognizes that the right to grant such leave is the sole and absolute discretion of the Town.

During leaves of absence, sick leave and vacation time shall not be accrued.

Temporary vacancy caused by a Leave of Absence approved under this section may be filled on a temporary basis with the approval of the Town Manager at the entry level rate of pay, working conditions and hours as that established for a permanent employee in that position.

ARTICLE 28
FAMILY LEAVE & MATERNITY/PATERNITY LEAVE

- A. Family and medical leave shall be granted consistent with applicable provisions of the Federal Family and Medical Leave Act for the birth of a son or daughter of the employees and in order to care for such son or daughter; for the placement of a son or daughter with the employee for adoption or foster care; in order to care for the spouse, son, daughter or parent of the employee if such spouse, son, daughter, or parent has a serious health condition; or because of serious health condition that makes the employee unable to perform the function of the position of such employee.
- B. An employee may choose to use accrued vacation time during such leave. In the event said leave extends beyond the time of any accrued vacation leave, an employee may then choose to use his or her accrued sick time. In no event, however, may such accrued sick time be used prior to the exhaustion of all accrued vacation time. Further, where such leave is due to the serious health condition of the employee or his/her spouse, son, daughter, or parent, in order to use accrued sick time, the employee must provide to his/her Department Head certification from his/her health care provider consistent with the Family and Medical Leave Act. Such certification must be made on Department of Labor approved Certification of Physician or Practitioner.
- C. Maternity/paternity leave will be provided to all non-probationary, full-time employees consistent with applicable state and federal laws. Notwithstanding the above, the employee must provide the Department Head with two weeks notice of the anticipated date of departure and intention to return.

ARTICLE 29
ACCESS TO OFFICIAL PERSONNEL FILES

- A. No material originating from the Town derogatory to an employee's conduct, service, character, or personality shall be placed in the personnel file unless the employee has an opportunity to read the material. The employee shall acknowledge having read the material with his/her signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has had an opportunity to read the materials.
- B. The employee may respond to such material by signing a response pertaining to the circumstances upon which the material is based. Such response shall be placed in the employee's personnel file.
- C. Any employee shall have the right on request at reasonable times to examine all material in her/his personnel file which is neither confidential nor privileged under the law, in the presence of an officer in the personnel office. In no event shall the employee be denied access later than five (5) days following his/her request. Upon written request by the employee, a copy of any such material shall be furnished to the employee at her/his expense.

ARTICLE 30
MISCELLANEOUS

Section A. **Bonds**

Should the Town require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Town.

Section B. **Examinations**

All Examinations when required by the Town and performed under his direction shall be paid for by the Town. Employees shall be paid for all time required to take all such examinations.

Section C. **Personal Identification**

If the Town requires employees to carry personal identification, the cost of such personal identification shall be borne by the Town.

Section D. **Leave of Absence for Union Activities**

The Town agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to the steward or his/her designee to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Town by the Union, specifying the length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Town's operation due to lack of available employees.

ARTICLE 31
DRESS CODE

Employees shall wear clothing appropriate to the professional position which they fill. Such clothing shall not include tee shirts, tie-dyed clothing, or dungaree type blue jeans. Exceptions may be made during office "housecleaning," working in the attic or vault, or during inclement weather.

ARTICLE 32
STABILITY OF AGREEMENT

No agreement, understanding, alteration or variation of the terms or provisions of this Agreement herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto. The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the right of either the Town or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

ARTICLE 33
SEVERABILITY

Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 34
NO STRIKE OR LOCKOUT

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right 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 strike.

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it or 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.

Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

ARTICLE 35
WORKER'S COMPENSATION

The Town agrees to provide coverage for employees in the bargaining unit under the terms of the Massachusetts Workers Compensation Act, General Laws of the Commonwealth, Chapter 152.

1. An employee who sustains a work-related injury shall provide the Employer as soon as possible after the industrial accident with a complete and detailed description of the industrial accident and his or her injury or physical complaints, and shall identify all persons who were involved in the accident and/or witnessed its occurrence.
2. An employee who sustains a work-related injury shall be required to obtain an initial diagnosis in connection therewith from a provider of medical treatment. In such event, the employee must obtain a diagnosis at such provider as soon as is possible. The Town reserves the right to have the employee examined by a physician designated by the Town at the expense of the Town.
3. An employee who sustains a work-related injury shall be required to cooperate fully with the provider of medical treatment and to comply with any treatment plan or therapy prescribed by such provider. Further, such employee shall be required to refrain from any activities that might jeopardize or slow his or her recovery. If an employee is working at another job while on worker's compensation, he/she must notify the Employer in writing.
4. In addition, the Town will pay as a supplement to each injured employee for each day he/she is paid under the Workers Compensation Act, the difference between such benefits and the employees normal salary for the period covered. Said supplementary payment shall be charged against the sick leave of the employee already accumulated.

ARTICLE 36
STANDARDS OF CONDUCT

Employees shall avoid any action which might result in, or create the impression of, using public office for private gain, giving preferential treatment to any person, or losing complete impartiality in conducting town business.

Employees shall conduct themselves in such manner as to reflect favorably upon their department and the town at all times.

ARTICLE 37
LABOR-MANAGEMENT MEETINGS

The Union shall designate a committee of two employees which may meet with the Town Manager and any one or more Department Heads from time to time, but not more frequently than once every other month, for the purpose of discussing general labor-management matters coming within, or out of, the scope of this Agreement. A request for such meeting shall be given in writing by either party at least ten days in advance of the day of the meeting. The party requesting the meeting shall submit to the other party in such request an agenda of the items to be discussed. The Town Manager shall notify the Department Head of the employees who are members on such standing committee of the date and time of the meeting. The employees who are members of such standing committee shall receive their regular pay for any such meeting.

ARTICLE 38
TEMPORARY APPOINTMENTS

The town may fill up positions temporarily or create a temporary position due to unforeseen circumstances or if public business would be seriously impeded but not more than sixty (60) work days within a one hundred twenty (120) workday period. Written notice of such an appointment must be provided to the union, including the reason for the temporary appointment. The temporary appointment can not be extended without the agreement of the union and no more than one extension of thirty days shall be allowed.

ARTICLE 39

Effective January 1st, 2007 the town may implement a bi-weekly pay period schedule.

ARTICLE 40
DURATION

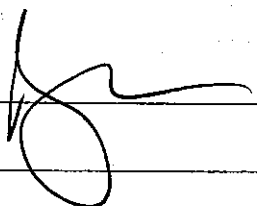
- A. This Agreement shall become effective July 1, 2005 and shall continue to be in effect up to and including June 30, 2008 and shall, thereafter, automatically renew itself for a successive terms of one year each unless sixty (60) days prior to December 31, 2007 or any December 31, thereafter, either the Employer or the Union shall have given the other written notice of its intent of its desire to modify or terminate said Agreement.
- B. This Agreement shall become effective only to the extent that sufficient funds are appropriated and to the extent that necessary amendments to all laws, ordinances and by-laws are approved by Town Council.

In witness WHEREOF, the authorized representatives of the parties have set their hands this

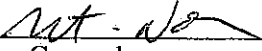
10 of Nov, 2006.

TOWN OF WINTHROP

TEAMSTERS LOCAL UNION NO. 25
WINTHROP CLERICAL GROUP

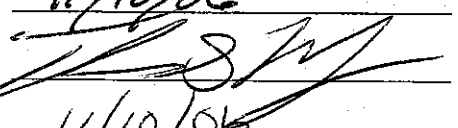


Approved As To Form



Town Counsel



11/10/06


11/10/06

SCHEDULE A

Clerical Union

Effective 7-1-2005 to 6-30-2006 3.5% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual	29,629.60	30,612.40	31,631.60	32,614.40	33,560.80	34,580.00	35,581.00
Weekly	569.80	588.70	608.30	627.20	645.40	665.00	684.25
	16.28	16.82	17.38	17.92	18.44	19.00	19.55
CL1 Annual	26,262.60	27,099.80	27,955.20	28,774.20	29,629.60	30,485.00	31,322.20
Weekly	505.05	521.15	537.60	553.35	569.80	586.25	602.35
	14.43	14.89	15.36	15.81	16.28	16.75	17.21

2. Part Time Employees

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	11.27	11.80	12.33	12.85	13.37	13.90	14.43

Effective 7-1-2006 to 6-30-2007 4% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual	30,812.60	31,831.80	32,905.60	33,924.80	34,907.60	35,963.20	37,000.60
Weekly	592.55	612.15	632.80	652.40	671.30	691.60	711.55
	16.93	17.49	18.08	18.64	19.18	19.76	20.33
CL1 Annual	27,318.20	28,191.80	29,065.40	29,920.80	30,812.60	31,704.40	32,578.00
	525.35	542.15	558.95	575.40	592.55	609.70	626.50
	15.01	15.49	15.97	16.44	16.93	17.42	17.90

2. Part Time Employees

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	11.72	12.27	12.82	13.36	13.90	14.46	15.01

Effective 7-1-2007 to 6-30-2008 4.5% Increase

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
M1 Annual	32,199.17	33,264.23	34,386.35	35,451.42	36,478.44	37,581.54	38,665.63
Weekly	619.21	639.70	661.28	681.76	701.51	722.72	743.57
	17.69	18.28	18.89	19.48	20.04	20.65	21.24

Principal

CL1 Annual	28,547.52	29,460.43	30,373.34	31,267.24	32,199.17	33,131.10	34,044.01
Weekly	548.99	566.55	584.10	601.29	619.21	637.14	654.69
	15.69	16.19	16.69	17.18	17.69	18.20	18.71

Senior Clerk

Part Time Employees

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly	12.25	12.82	13.40	13.96	14.53	15.11	15.69

800-336-0299

James McKenna

From: Mark Lessard <mlessard@teamsterslocal25.com>

To: <jmckenna@town.winthrop.ma.us>

Cc: <cdouglas@town.winthrop.ma.us> , <b vazquez@town.winthrop.ma.us> ,
<tdaigneault@town.winthrop.ma.us> , <HGreenspan@GreenspanLawyers.com>

Date: 03/04/13 4:09 PM

Subject: <no subject found>

Attachments: michelle balian.pdf , Town of Winthrop MOA - signed by Sean and Mark -
7.1.11-6.30.14.pdf

Mr. McKenna,

Hope all is well,

Attached is a copy of the signed agreement that was ratified by the Winthrop Clerical members of Teamsters Local Union 25 on December 10, 2012. The Local Union sent two (2) original copies via US Mail to you last Thursday. Please sign both and return one (1) original to us.

I am sure you are aware of the "Mutual Mistake" in regards to retro payments for the reclassified members. As agreed, December 10, 2012 will be the date for the retro payments for these reclassified members. The only exception is Michele Balian (Please see attachment).

Please contact me should you have any questions

Respectfully,

Mark D. Lessard
Business Agent
Teamsters Local 25
544 Main St.
Charlestown, MA 02129

617-241-8825 ext 248
617-242-6110
617-242-4284 (fax)

MEMORANDUM OF AGREEMENT

The Town of Winthrop and the Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters, hereby agree that the following additions, deletions and modifications are made to the Collective Bargaining Agreement which expired on June 30, 2011. Any provision not specifically modified herein shall remain in full force and effect.

1. Wages

There shall be the following general wage increases:

Effective July 1, 2012 salaries will be increased by 1.5%.

Effective January 1, 2013 salaries will be increased by .5%.

Effective July 1, 2013 salaries will be increased by 1%.

Effective January 1, 2014 salaries will be increased by 2.0%.

2. Article 19 - Longevity

Effective July 1, 2012 longevity shall be as follows:

5 years of service as of July 1	\$375
10 years of service as of July 1	\$550
15 years of service as of July 1	\$600
20 years of service as of July 1	\$650
30 years of service as of July 1	\$700

3. Article 10 – Promotions and Hiring

Section B

Delete and replace with as follows:

A notice of such vacancy shall be posted on appropriate bulletin boards for a period of five (5) business days prior to the closing of applications for the position.

4. Article 13 – Bereavement Leave

Add part-time employees.

5. Article 14 – Sick Leave

Section J

Delete and replace with as follows:

Any member of the bargaining unit, if retiring after having been in the continuous employ of the Town of Winthrop for at least 20 years, is entitled to buy back up to 200 days of accrued sick time at a rate of \$30 per day.

6. Article 23 – Hours of Work/Work Year

Section C – Public Facilities Building Clerical Staff

June 1 through August 31	Monday, Wednesday, and Thursday	6:30 A.M. to 3:00 P.M.
June 1 through August 31	Tuesdays	6:30 A.M. to 5:30 P.M.
September 2 through May 31	Monday, Wednesday, and Thursday	7:00 A.M. to 3:30 P.M.
September 2 through May 31	Tuesdays	7:00 A.M. to 6:00 P.M.

Section C – Senior Center

Monday through Friday 8:00 A.M. to 4:00 P.M.

7. Article 40 – Duration

Section A

Delete and replace with as follows:

This Agreement shall become effective July 1, 2011 and shall continue to be in effect up to and including June 30, 2014 and shall, thereafter, automatically renew itself for successive terms of one year each less sixty (60) days prior to December 31, 2013 or any December 31, thereafter, either the Employer or the Union shall have given the other written notice of its intent of its desire to modify or terminate said Agreement.

8. Reclassification

Effective July 1, 2012 the positions in the Building Department, Treasurer's Department, Finance Department, and Fire Department will be reclassified to M1 Principal Clerk. The DPW Senior Clerk receiving the stipend will be classified to M1 Principal Clerk.

Effective July 1, 2012 the Town may establish a part-time floating clerical position to be classified at CL1.

Add the two Clerks at the DPW Department performing the additional duties of Cemetery and Water will each receive \$2,500 yearly stipend for the additional duties.

Town of Winthrop

Winthrop Clerical Association,
Teamsters Local 25, International
Brotherhood of Teamsters

Dated: _____

MEMORANDUM OF AGREEMENT

The Town of Winthrop and the Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters, hereby agree that the following additions, deletions and modifications are made to the Collective Bargaining Agreement which expired on June 30, 2011. Any provision not specifically modified herein shall remain in full force and effect.

1. Wages

There shall be the following general wage increases:

Effective July 1, 2012 salaries will be increased by 1.5%.

Effective January 1, 2013 salaries will be increased by .5%.

Effective July 1, 2013 salaries will be increased by 1%.

Effective January 1, 2014 salaries will be increased by 2.0%.

2. Article 19 - Longevity

Effective July 1, 2012 longevity shall be as follows:

5 years of service as of July 1	\$375
10 years of service as of July 1	\$550
15 years of service as of July 1	\$600
20 years of service as of July 1	\$650
30 years of service as of July 1	\$700

3. Article 10 – Promotions and Hiring

Section B

Delete and replace with as follows:

A notice of such vacancy shall be posted on appropriate bulletin boards for a period of five (5) business days prior to the closing of applications for the position.

4. Article 13 – Bereavement Leave

Add part-time employees.

5. Article 14 – Sick Leave

Section J

Delete and replace with as follows:

Any member of the bargaining unit, if retiring after having been in the continuous employ of the Town of Winthrop for at least 20 years, is entitled to buy back up to 200 days of accrued sick time at a rate of \$30 per day.

6. Article 23 – Hours of Work/Work Year

Section C – Public Facilities Building Clerical Staff

June 1 through August 31	Monday, Wednesday, and Thursday	6:30 A.M. to 3:00 P.M.
June 1 through August 31	Tuesdays	6:30 A.M. to 5:30 P.M.
September 2 through May 31	Monday, Wednesday, and Thursday	7:00 A.M. to 3:30 P.M.
September 2 through May 31	Tuesdays	7:00 A.M. to 6:00 P.M.

Section C – Senior Center

Monday through Friday 8:00 A.M. to 4:00 P.M.

7. Article 40 – Duration

Section A

Delete and replace with as follows:

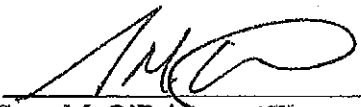
This Agreement shall become effective July 1, 2011 and shall continue to be in effect up to and including June 30, 2014 and shall, thereafter, automatically renew itself for successive terms of one year each less sixty (60) days prior to December 31, 2013 or any December 31, thereafter, either the Employer or the Union shall have given the other written notice of its intent of its desire to modify or terminate said Agreement.

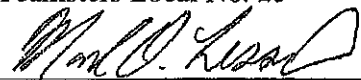
8. Reclassification

Effective July 1, 2012 the positions in the Building Department, Treasurer's Department, Finance Department, and Fire Department will be reclassified to M1 Principal Clerk. The DPW Senior Clerk receiving the stipend will be classified to M1 Principal Clerk.

Effective July 1, 2012 the Town may establish a part-time floating clerical position to be classified at CL1.

Add the two Clerks at the DPW Department performing the additional duties of Cemetery and Water will each receive \$2,500 yearly stipend for the additional duties.


Sean M. O'Brien
President/Principal Officer
Teamsters Local No. 25


Mark D. Lessard
Business Agent


Town of Winthrop

Dated: 3/4/13

Dated: 12/17/2012

FY11

Cost of living 0.0%

M1 Annual Weekly - PRINCIPAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	32,839.72	33,934.99	35,067.40	36,162.67	37,202.26	38,334.66	39,429.94
	631.53	652.60	674.37	695.44	715.43	737.21	758.27
	18.04	18.65	19.27	19.87	20.44	21.06	21.66
(INCLUDES PERCENTAGE) M1 Annual Weekly - PRINCIPAL	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	32,839.72	33,934.99	35,067.40	36,162.67	37,202.26	38,334.66	39,429.94
	631.53	652.60	674.37	695.44	715.43	737.21	758.27
	18.04	18.65	19.27	19.87	20.44	21.06	21.66

CL1 Annual Weekly - SENIOR CLERKS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	29,126.92	30,055.12	30,983.32	31,892.95	32,839.72	33,786.48	34,733.24
	560.13	577.98	595.83	613.33	631.53	649.74	667.95
	16.00	16.51	17.02	17.52	18.04	18.56	19.08
(INCLUDES PERCENTAGE) CL1 Annual Weekly - SENIOR CLERKS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	29,126.92	30,055.12	30,983.32	31,892.95	32,839.72	33,786.48	34,733.24
	560.13	577.98	595.83	613.33	631.53	649.74	667.95
	16.00	16.51	17.02	17.52	18.04	18.56	19.08

Part Time Employees - HOURLY	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	12.50	13.08	13.67	14.24	14.82	15.41	16.00
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	12.50	13.08	13.67	14.24	14.82	15.41	16.00
(INCLUDES PERCENTAGE) Part Time Employees -	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	12.50	13.08	13.67	14.24	14.82	15.41	16.00
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	12.50	13.08	13.67	14.24	14.82	15.41	16.00

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
Annual rates calculated as weekly rate multiplied by 52 annual weeks

FY12

Cost of living	0.0%
----------------	------

	new									
	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
M1 Annual Weekly - PRINCIPAL	36,162.67	37,202.26	38,334.66	39,429.94	39,824.24	40,222.48	40,624.70			
	695.44	715.43	737.21	758.27	765.85	773.51	781.24			
	19.87	20.44	21.06	21.66	21.88	22.10	22.32			
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
M1 Annual Weekly - PRINCIPAL	36,162.67	37,202.26	38,334.66	39,429.94	39,824.24	40,222.48	40,624.70			
	695.44	715.43	737.21	758.27	765.85	773.51	781.24			
	19.87	20.44	21.06	21.66	21.88	22.10	22.32			

	new									
	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
CL1 Annual Weekly - SENIOR CLERKS	31,892.95	32,839.72	33,786.48	34,733.24	35,080.58	35,431.38	35,785.70			
	613.33	631.53	649.74	667.95	674.63	681.37	688.19			
	17.52	18.04	18.56	19.08	19.28	19.47	19.66			
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
CL1 Annual Weekly - SENIOR CLERKS	31,892.95	32,839.72	33,786.48	34,733.24	35,080.58	35,431.38	35,785.70			
	613.33	631.53	649.74	667.95	674.63	681.37	688.19			
	17.52	18.04	18.56	19.08	19.28	19.47	19.66			

	new									
	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
Part Time Employees - HOURLY	14.24	14.82	15.41	16.00	16.60	17.20	17.80			
	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10			
Part Time Employees -	14.24	14.82	15.41	16.00	16.60	17.20	17.80			

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
 Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
 Annual rates calculated as weekly rate multiplied by 52 annual weeks

F713

JUL - DEC

Cost of living: July - Dec 1.5%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,162.67	37,202.26	38,334.66	39,429.94	39,824.24	40,222.48	40,624.70
	695.44	715.43	737.21	758.27	765.85	773.51	781.24
	19.87	20.44	21.06	21.66	21.88	22.10	22.32
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,705.11	37,760.29	38,909.68	40,021.39	40,421.60	40,825.81	41,234.07
	705.87	726.16	748.26	769.64	777.34	785.11	792.96
	20.17	20.75	21.38	21.99	22.21	22.43	22.66

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	31,892.95	32,839.72	33,786.48	34,733.24	35,080.58	35,431.38	35,785.70
	613.33	631.53	649.74	667.95	674.63	681.37	688.19
	17.52	18.04	18.56	19.08	19.28	19.47	19.66
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,371.35	33,332.31	34,293.28	35,254.24	35,606.79	35,962.85	36,322.48
	622.53	641.01	659.49	677.97	684.75	691.59	698.51
	17.79	18.31	18.84	19.37	19.56	19.76	19.96

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14.24	14.82	15.41	16.00	16.60	17.20	17.80
(INCLUDES PERCENTAGE)	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees -	14.45	15.04	15.64	16.24	16.85	17.46	18.07

JAN - JUN

Cost of living: Jan - Jun 0.5%

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
M1 Annual Weekly - PRINCIPAL	36,705.11	37,760.29	38,909.68	40,021.39	40,421.60	40,825.81	41,234.07
	705.87	726.16	748.26	769.64	777.34	785.11	792.96
	20.17	20.75	21.38	21.99	22.21	22.43	22.66
(INCLUDES PERCENTAGE) M1	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual Weekly - PRINCIPAL	36,888.64	37,949.09	39,104.23	40,221.49	40,623.71	41,029.94	41,440.24
	709.40	729.79	752.00	773.49	781.23	789.04	796.93
	20.27	20.85	21.49	22.10	22.32	22.54	22.77

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
CL1 Annual Weekly - SENIOR CLERKS	32,371.35	33,332.31	34,293.28	35,254.24	35,606.79	35,962.85	36,322.48
	622.53	641.01	659.49	677.97	684.75	691.59	698.51
	17.79	18.31	18.84	19.37	19.56	19.76	19.96
(INCLUDES PERCENTAGE) CL1	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Annual Weekly - SENIOR CLERKS	32,553.20	33,498.97	34,464.74	35,430.51	35,784.82	36,142.67	36,504.09
	625.64	644.21	662.78	681.36	688.17	695.05	702.00
	17.88	18.41	18.94	19.47	19.66	19.86	20.06

	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees - HOURLY	14.45	15.04	15.64	16.24	16.85	17.46	18.07
(INCLUDES PERCENTAGE) Part Time	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Part Time Employees -	14.53	15.12	15.72	16.33	16.94	17.55	18.16

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
Annual rates calculated as weekly rate multiplied by 52 annual weeks

FY14

JUL - DEC											
Cost of living: July - Dec											
1.0%											

M1 Annual Weekly - PRINCIPAL	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	36,888.64	37,949.09	39,104.23	40,221.49	40,623.71	41,029.94	41,440.24
(INCLUDES PRECENTAGE)	709.40	729.79	752.00	773.49	781.23	789.04	796.93
M1 Annual Weekly - PRINCIPAL	20.27	20.85	21.49	22.10	22.32	22.54	22.77
(INCLUDES PRECENTAGE)	37,257.52	38,328.58	39,495.27	40,623.71	41,029.94	41,440.24	41,854.65
M1 Annual Weekly - PRINCIPAL	716.49	737.09	759.52	781.23	789.04	796.93	804.90
(INCLUDES PRECENTAGE)	20.47	21.06	21.70	22.32	22.54	22.77	23.00

CL1 Annual Weekly - SENIOR CLERKS	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	32,533.20	33,498.97	34,464.74	35,430.51	35,784.82	36,142.67	36,504.09
(INCLUDES PERCENTAGE)	625.64	644.21	662.78	681.36	688.17	695.05	702.00
CL1 Annual Weekly - SENIOR CLERKS	17.88	18.41	18.94	19.47	19.66	19.86	20.06
(INCLUDES PERCENTAGE)	32,858.54	33,833.96	34,809.39	35,784.82	36,142.67	36,504.09	36,869.13
CL1 Annual Weekly - SENIOR CLERKS	631.89	650.65	669.41	688.17	695.05	702.00	709.02
(INCLUDES PERCENTAGE)	18.05	18.59	19.13	19.66	19.86	20.06	20.26

Part Time Employees - HOURLY	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	14.53	15.12	15.72	16.33	16.94	17.55	18.16
(INCLUDES PERCENTAGE)	14.67	15.27	15.88	16.49	17.11	17.72	18.34
Part Time Employees - HOURLY	14.67	15.27	15.88	16.49	17.11	17.72	18.34

JAN - JUN											
Cost of living: Jan - Jun											
2.0%											

M1 Annual Weekly - PRINCIPAL	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	37,257.52	38,328.58	39,495.27	40,623.71	41,029.94	41,440.24	41,854.65
(INCLUDES PRECENTAGE)	716.49	737.09	759.52	781.23	789.04	796.93	804.90
M1 Annual Weekly - PRINCIPAL	20.47	21.06	21.70	22.32	22.54	22.77	23.00
(INCLUDES PRECENTAGE)	38,002.67	39,095.15	40,285.18	41,436.18	41,850.54	42,269.05	42,691.74
M1 Annual Weekly - PRINCIPAL	730.82	751.83	774.71	796.85	804.82	812.87	820.99
(INCLUDES PRECENTAGE)	20.88	21.48	22.13	22.77	22.99	23.22	23.46

CL1 Annual Weekly - SENIOR CLERKS	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	32,858.54	33,833.96	34,809.39	35,784.82	36,142.67	36,504.09	36,869.13
(INCLUDES PERCENTAGE)	631.89	650.65	669.41	688.17	695.05	702.00	709.02
CL1 Annual Weekly - SENIOR CLERKS	18.05	18.59	19.13	19.66	19.86	20.06	20.26
(INCLUDES PERCENTAGE)	33,515.71	34,510.64	35,505.58	36,500.52	36,865.52	37,234.18	37,606.52
CL1 Annual Weekly - SENIOR CLERKS	644.53	663.67	682.80	701.93	708.95	716.04	723.20
(INCLUDES PERCENTAGE)	18.42	18.96	19.51	20.06	20.26	20.46	20.66

Part Time Employees - HOURLY	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	14.67	15.27	15.88	16.49	17.11	17.72	18.34
(INCLUDES PERCENTAGE)	14.96	15.57	16.20	16.82	17.45	18.08	18.71
Part Time Employees - HOURLY	14.96	15.57	16.20	16.82	17.45	18.08	18.71

Hourly rate is the negotiated value - all other figures derived from the hourly rate for hourly employees
Weekly rates calculated as hourly rate multiplied by 35 hours (standard full-time work week)
Annual rates calculated as weekly rate multiplied by 52 annual weeks

Michele Karas

Michele Karas - MIS Director/Parking Clerk

From: Richard J White [rwhite@town.winthrop.ma.us]
Sent: Wednesday, December 17, 2008 8:46 AM
To: Carol Douglas
Cc: departmentheads@town.winthrop.ma.us
Subject: Re: 4 day work wk

I got your message on Monday of the ratification. I have given instructions to staff to implement the Friday closings effective this week with in intent to establish new Town Hall hours effective the week of January 4th. Plans needed to be made to coordinate the building systems to effectuate the change.
It is all systems go.
Rick

----- Original Message -----

From: Carol Douglas <cdouglas@town.winthrop.ma.us>
To: Richard J White <rwhite@town.winthrop.ma.us>
Cc: <TMari@teamsterslocal25.com>
Date: Wednesday, December 17 2008 08:17 AM
Subject: 4 day work wk

Rick: The Clerical members of Teamsters Local 25 voted unanimously on Friday, December 12, 2008 to accept the side letter and Memorandum of Agreement regarding the 4 day work week. We anticipate your Official Announcement and commencement date of the 4 day work week.
Carol

IMPORTANT NOTICE. The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that you received this communication in error. Any review, dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error please send a return e-mail, and then delete this message, together with any attachments. Thank you.

Help make the earth a greener place. If at all possible resist printing this email and join us in saving paper.

Michele Karas

Michele Karas - MIS Director/Parking Clerk

From: Richard J White [rwhite@town.winthrop.ma.us]
Sent: Wednesday, December 17, 2008 8:52 AM
To: Towncouncil
Subject: 4 day week.

Please be advised that I received word on Monday that the Teamsters have ratified a contract settlement for fiscal year 2009 that includes the implementation of the 4 day week and includes a negotiated 0% wage increase for Teamster employees. Lunch hours will be reduced and daily hours will be expanded slightly effective the week of January 4, 2009. The Teamsters have asked that as a condition of the agreement that I implement the 4 day week immediately.

Rick

IMPORTANT NOTICE. The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain confidential or privileged information. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that you received this communication in error. Any review, dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error please send a return e-mail, and then delete this message, together with any attachments. Thank you.

Help make the earth a greener place. If at all possible resist printing this email and join us in saving paper.

Michele Karas

Michele Karas - MIS Director/Parking Clerk

From: Tanji M. Daigneault [tdaigneault@town.winthrop.ma.us]
Sent: Thursday, December 18, 2008 3:38 PM
To: departmentheads@town.winthrop.ma.us; planningboard@town.winthrop.ma.us; Conservation Commission; Paul Marks
Cc: Charlotte Fobert; town council@town.winthrop.ma.us; Lee Dzedulionis; Barbara Flavin; John Crosby
Subject: Open the attachment below

Please make sure that you notify all committee members and board members about the change in hours.

Tanji Daigneault
Administrative Secretary
Winthrop Town Hall
Winthrop, MA 02152
617-846-1077

Michele Karas

Michele Karas - MIS Director/Parking Clerk

From: Tanji M. Daigneault [tdaigneault@town.winthrop.ma.us]

Sent: Wednesday, December 17, 2008 11:26 AM

To: departmentheads@town.winthrop.ma.us

Subject: New Town hours attached

Please read the through the attachment below and inform your staff immediately.

Have a great day,

Tanji Daigneault
Administrative Secretary
Winthrop Town Hall
Winthrop, MA 02152
617-846-1077



MEMORANDUM

TO: All Departments, Boards and Committees

FROM: Richard J. White, Town Manager

SUBJECT: Use of Town Hall

Effective January 1, 2009 access to Town Hall will be Monday through Thursday during the newly established business hours of 8 A.M. to 7:30 P.M. on Mondays and 8 A.M. to 4:30 P.M. Tuesday, Wednesday and Thursday. Meeting rooms may be scheduled by contacting the staff in the Town Manager's Office. Meeting rooms can be booked during the Monday through Thursday workweek. The meeting rooms will not be available for Friday, Saturday or Sunday in an attempt to reduce building operation costs.



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113 • (617) 241-8825 • Fax (617) 242-4284

www.teamsterslocal25.com

MEMORANDUM OF AGREEMENT

Between

Teamsters Local Union No. 25

And

Town of Winthrop

SEAN M. O'BRIEN

President / Principal Officer

MARK A. HARRINGTON

Secretary-Treasurer

JOHN A. MURPHY

Vice President / Business Agent

MARK D. LESSARD

Recording Secretary

JACQUELINE "Jackie" ADDISON

Trustee

JOHN "Jay" MANLEY

Trustee

ANDREW P. WALSH

Trustee

GEORGE B. SLICIS

Business Agent

THOMAS G. MARI

Business Agent

ROBERT E. FABRIZIO

Business Agent

DAVID A. PIETROFORTE

Business Agent

STEVEN J. SOUTH

Business Agent

STEVEN R. SULLIVAN

Organizer

PATRICK J. PALMISANO

Organizer

The below signed parties on behalf of the International Brotherhood of Teamsters Local Union No. 25 and the Town of Winthrop (and Winthrop Clerical Association) hereby agree that the following additions, deletions and modifications shall be made to the Collective Bargaining Agreement which expired on June 30, 2010. Any provisions, not specifically modified herein, shall remain in full force and effect.

1. Salary

Effective July 1, 2010 salaries will be increased by 2%.

2. Duration

This agreement shall be effective July 1, 2010 and shall continue to be in effect up to and including June 30, 2011.

Town of Winthrop:

Teamsters Local Union No. 25

By: James R. McKeown By: [Signature]

By: _____ By: [Signature]

Date: 4/16/10

Date: 4/6/11

Teamsters, Chauffeurs, Warehousemen and Helpers. Boston, MA

We will only accept deliveries from UNION carriers! All other deliveries will be refused!





TOWN OF WINTHROP OFFICE OF THE TOWN MANAGER

Town Hall, 1 Metcalf Square, Winthrop, MA 02152 Telephone: 617-846-1077 Fax: 617-846-5458

Richard J. White
Town Manager

Revised as of 12/10/08

COPY

Wednesday, December 03, 2008

Ms Carol Douglas
Union Steward
Town Hall
Winthrop, MA 02152

Dear Carol:

This side letter is written to define the arrangement negotiated regarding working of a four-day workweek in its relationship to Article 23, Hours of Work/Work Year of the contract between the Town of Winthrop and Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters.

As agreed the following adjustments to article 23 will be made:

1. That this temporary arrangement regarding Hours of Work/Work Week will expire at the end of the work day June 30, 2010 unless there is an agreement by both parties to this agreement to extend these provisions.

2. That the work week for Town Hall Clerical Staff shall be as follows:

Monday	8:00 A.M. to 7:00 P.M.
Tuesday through Thursday	8:00 A.M. to 4:00 P.M.

That the Town Hall Clerical Staff will be provided an opportunity on a voluntary basis to work a schedule as follows:

Monday	8:30 A.M. to 7:30 P.M.
Tuesday through Thursday	8:30 A.M. to 4:30 P.M.

Further, it is agreed that Town Hall employees covered by this agreement will be provided a 30 minute lunch break and that the employee will take this lunch break on site unless other arrangements are made with the employees supervisor. It is further understood the supervisor will make reasonable accommodations so as that allow an employee to leave the work site for a brief period of time for an unusual or necessary personal issue.

That the work week for Public Facilities Clerical Staff will be as follows:

Summer – June 1 to August 31:

Monday through Thursday 6:30 A.M. to 2:30 P.M.

September 1 to May 31:

Monday through Thursday 7:30 A.M. to 3:30 P.M.

Senior Center Clerical Staff currently working on Fridays will fulfill their part-time hours on another day agreed to by the Director and part-time Clerical Staff.

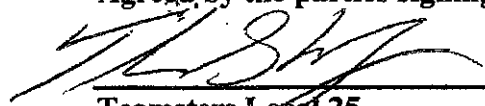
Police and Fire Department Clerical Staff hours will not change.

3. That this temporarily adjusted schedule will constitute thirty-five hours of pay per week.

Sincerely,

Richard J. White
Town Manager

Agreed by the parties signing below:



Teamsters Local 25



Town Manager

Dated: 12/30/08

MEMORANDUM OF AGREEMENT

The Town of Winthrop, hereinafter "Town" and the Winthrop Clerical Association, Teamsters Local 25, International Brotherhood of Teamsters hereinafter "Union" hereby agree that the following additions, deletions and modifications should be made to the Collective Bargaining Agreement, which expired on June 30, 2008. Any provisions not specifically modified herein, shall remain in full force and effect.

2. Salary

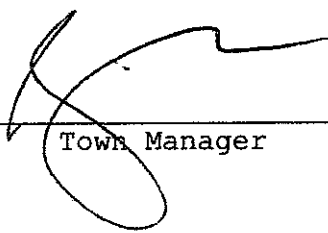
Effective July 1, 2008 salaries will be increased by 0%.

3. "Me Too Clause" If the Town agrees to a higher wage increase with any other bargaining unit in the Town, Teamsters Local 25 Clerical Unit will receive the same raise effective as of July 1, 2008.

4. Hours of Work

That the provisions of Article 23 Hours of Work/Work Year be suspended until June 30, 2010 in so far as alternative conditions are defined in a side letter to the Union from the Town Manager dated Wednesday, December 3, 2008.

These changes above are subject to ratification of the Bargaining Unit.



Town Manager



Winthrop Clerical
Association,
Teamsters Local 25,
International Brotherhood
of Teamsters

Dated: 12/10/08

Memorandum of Agreement

Between

Teamsters Local Union No. 25

And

Town of Winthrop

Article 15 Holidays and Personal leave

A. Legal Holidays

Change second sentence to read:

All permanent full-time employees will be paid at the normal amount of hours for the day on which a holiday is recognized. (Example Monday holiday will be 11 hours pay for Police Department and Tuesday or Thursday holiday will be 11 hours pay for Town Hall or DPW).

Add new third sentence to read:

Any employee who is regularly scheduled to work a full day on Friday will be allowed during a week with a Monday, Tuesday or Thursday Holiday to take a half day on Friday without loss of pay.

Add new forth sentence to read:

Employees who are regularly scheduled to work on Monday through Thursday the following shall apply:

Weeks in which a holiday is recognized on a Friday or Saturday for the above mentioned employees shall receive an extra 7 hours of personal time in exchange for said holiday to be used within 6 months from date of Holiday.

Add new fifth sentence to read:

When a Holidays fall on a long Monday, Tuesday or Thursday the Time will not be made up any other day during said week.

Article 18 Overtime

Change 40 hours to read 35 hours through out article.

Article 23
Hours of Work/Work Year

Change Work Week as follows

B. The work week for all full-time permanent employees shall be thirty five hours.

B. Regular working hours and the normal work week for employees shall be based on the working hours at each Town Department or Building as followed:

- **Town Hall clerical staff**

Mon and Weds 8:00 to 4:30

Tues: 8:00 to 4:30 or 8:00 to 7:00

Thurs: 8:00 to 4:30 or 8:00 to 7:00

Employees will only be required to work one long day either Tuesday or Thursday:

Seniority shall prevail in selecting which long day member will work. If in the event an employee is requested to work a second long day in any given week that employee has the right to refuse such work, but if said employee accepts the work they will be paid time and one half there regular hourly rate of pay or time and one half there regular hourly rate of pay in comp time for all hours worked over thirty five. The decision to pay comp time or overtime pay is at the Town Managers discretion.

- **Police Station clerical**

Monday 8am to 7pm

Tuesday 8am to 4pm

Wednesday 8am to 4pm

Thursday 8am to 4pm

Friday 8am to 12pm

- **Fire Headquarters clerical**

Monday through Friday 9am to 5pm

- **Public facilities building clerical**

JUNE 1 TO AUGUST 31

MONDAY, WEDNESDAY, AND THURSDAY 6:30 AM TO 3:00

TUESDAYS 6:30 TO 6:00 PM

SEPTEMBER 2 TO MAY 31

MONDAY, WEDNESDAY, AND THURSDAY 7:00 AM TO 3:30 PM

TUESDAYS 7:00 TO 6:30

Senior Center

Monday through Friday 9am to 4:30pm

Lunch Breaks

- A. 30 minute unpaid lunch**
- B. No change**
- C. 30 minute unpaid lunch**
- D. No change**
- E. No change**
- F. Add new section F to read any employee who wishes to combine there lunch break with the two 10 minute coffee breaks may at the employees choice.**

Article 17

Wages

In exchange for the above changes the Union will agree to a zero percent raise for the period of July 1, 2009 to June 30, 2010.

Article 40

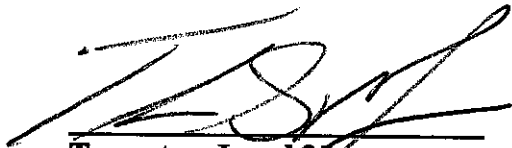
Duration

Change dates to reflect 1 year extension, July 1, 2009 to June 30, 2010.

Add new article
Building safety

The Town agrees to install panic buttons inside Town Hall to ensure the members safety.

The Town also agrees that someone from the management staff will be required to remain in the building until all bargaining unit members have left for the day.


Teamsters Local 25
Date: 7/28/10


Town of Winthrop
Date: 7/26/10

Note:

This agreement must be ratified by the membership prior to final execution.



Teamsters Local Union No. 25

affiliated with the

International Brotherhood of Teamsters

544 MAIN STREET • BOSTON, MASSACHUSETTS 02129-1113 • (617) 241-8825 • Fax (617) 242-4284

www.teamsterslocal25.com

MEMORANDUM OF AGREEMENT

BETWEEN

TEAMSTERS LOCAL UNION NO. 25

AND

THE TOWN OF WINTHROP

The parties agree that the current agreement dated July 1, 2005 thru June 30, 2008 shall be extended until June 30, 2009. All provisions of the current agreement will remain in effect with the exception of the attached side letter dated December 10, 2008.

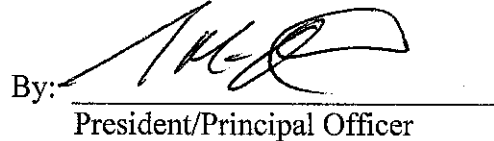
Signed this _____ day of _____ 2009 by our duly authorized representatives.

TOWN OF WINTHROP

TEAMSTERS LOCAL UNION NO. 25

By: 
Town Manager

By: 
Business Agent

By: 
President/Principal Officer

Teamsters, Chauffeurs, Warehousemen and Helpers. Boston, MA
We will only accept deliveries from UNION carriers! All other deliveries will be refused!





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November 13, 2009

SEAN M. O'BRIEN
President / Principal Officer

MARK A. HARRINGTON
Secretary-Treasurer

JOHN A. MURPHY
Vice President / Business Agent

STEVEN R. SULLIVAN
*Recording Secretary / Director of
Organizing*

TIMOTHY P. MADDEN
Trustee

JACQUELINE "Jackie" ADDISON
Trustee

JOHN "Jay" MANLEY
Trustee

ROBERT B. McALLISTER
Business Agent

GEORGE B. SLICIS
Business Agent

THOMAS G. MARI
Business Agent

ROBERT E. FABRIZIO
Business Agent

DAVID A. PIETROFORTE
Business Agent

GERALD T. GODIN
Business Representative

Mr. James M. McKenna
Town of Winthrop
Town Hall
1 Metcalf Square
Winthrop, MA 02152

Dear Mr. McKenna,

Enclosed please find two (2) signed copies of the agreement between Teamsters Local Union No. 25 and The Town of Winthrop, for the period of July 1, 2008 to June 30, 2009.

Please sign both copies of each agreement and return one (1) to us for our files.

If you have any questions or concerns please contact Business Agent Thomas G. Mari at your earliest convenience.

Respectfully yours,

SEAN M. O'BRIEN
President/Principal Officer

TGM/k
c: Carol Douglas

Enclosures

Teamsters, Chauffeurs, Warehousemen and Helpers. Boston, MA
We will only accept deliveries from UNION carriers! All other deliveries will be refused!

