

**TOWN OF WINCHENDON
BOARD OF SELECTMEN
EXECUTIVE SESSION MINUTES
MONDAY, MARCH 14, 2011 - 7:00 P.M.
4TH Floor Robinson-Broadhurst Conference Room**

Present: C. Jackson Blair, Chairman James M. Kreidler, Jr., Town Manager
 Robert L. Zbikowski Linda A. Daigle, Executive Assistant
 Keith R. Barrows
 Robert M. O'Keefe

Absent: Elizabeth R. Hunt, Vice-Chairwoman

List of Documents Presented at Meeting:

- Town Manager's Executive Session Report AFSCME Council 93, Local 1717 Public Works Tentative Agreement FY11-12-13 (attached)

Chairman Blair called Executive Session to order at 8:58 p.m. Kreidler spoke of the tentative agreement included in their packets marked confidential for the Public Works union AFSCME Council 93. He said it was a companion agreement with other AFSCME groups he has at Town Hall. Discussion was had on the numbered changes.

- 1.) Article 1 Recognition: The Union wanted it spelled out this way with the structure being a little different with the classifications.
- 2.) Article VIII - Grievance and Arbitration Procedure: The wording five days is changed to ten days and with Step 2 the wording five days changes to ten days.
- 3.) Article XVI – Sick Leave: In Section 6 the wording will be changed to allow a person who uses no personal sick leave in a 120 day period to receive one personal day. No one has ever received that benefit, Kreidler offered.
- 4.) Article XVII – Bereavement Leave: This is the same as the Town Hall AFSCME group. Currently the leave is limited to the immediate family. This would allow, at the Town Manager's discretion, grandparents, grandchild, step grandparents, step parents, step children, significant others and if the employee was the sole provider for a family member.
- 5.) Article XXII – Health and Welfare: New section to be added in the contract stating the percentage split for health insurance is 60% paid by the Town and 40% paid by the employee. We only have a bylaw stating 60% is paid by the Town and 40% by the employee.

- 6.) Article XXIV – Section 9 wording to be added for uniform allowance.
- 7.) Article XXV – Temperature: This change is just to eliminate a reference to a thermometer on the back window of the garage that hasn't been there in a long time.
- 8.) Article XXVII – Job Posting: Wording to be added that all vacant positions will be posted in-house for ten days and a copy will be given to the local president or union leadership before it is posted.
- 9.) Article XXVIII – Miscellaneous, Section 8: Wording to be added for a \$.50 per hour hydraulics license stipend. The employee must possess both the CDL and the hydraulics licenses.
- 10.) New Article to be added: This is standard, Kreidler explained. If any other bargaining unit is granted a base rate percentage increase greater than what is in their contract, the union would be entitled to reopen for negotiations.
- 11.) New Article to be added: The Town will notify the union if it creates or changes any new or existing policies/practices.
- 12.) Following along with the other AFSCME group at Town Hall, the employees shall receive either:
 - a. 2 ¾ % base raise effective July 1, 2011 **or**
 - b. 1 ½ % base raise effective July 1, 2011 and 1 ½% base effective July 1, 2012
- 13.) Bi-weekly Payroll: Biweekly payroll was agreed by the bargaining board but Kreidler said he expects the agreement won't pass by the vote of the union.
- 14.) Remove any holdover language for Charter consistency. There is random language in the contract that needs to be removed.
- 15.) If an employee is cited for an infraction (speeding, DUI, etc.) involving a license or certification that he/she uses in his/her employment, the employee shall immediately notify the Supt. of Public Works about said matter. Barrows asked if an infraction resulting in a citation but not a conviction would result in an action by the Town. Kreidler said absolutely, you might be cited and can't use your CDL license for a year. It's important for the Town to know so we can then act accordingly.

Kreidler said this agreement is subject to the ratification process on their side and affirmation on the Board's side. He said it's possible some will say no but that he had made it clear to them and the union counsel, that he had the right to enforce bi-weekly payroll. Barrows moved to affirm; O'Keefe seconded. By roll call vote of all aye, the motion carried unanimously.

O'Keefe moved to adjourn; Zbikowski seconded. By roll call vote of all aye, the meeting adjourned at 9:21 p.m.

Respectfully submitted, Linda Daigle, Executive Assistant