

AGREEMENT

between the

TOWN OF BRAINTREE

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO, STATE COUNCIL 93,
LOCAL 1395**

Highway, Park, Cemetery Clerical and Engineering Units

July 1, 2016 – June 30, 2019

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PREAMBLE

This AGREEMENT, entered into by the Town of Braintree, hereinafter referred to as the Employer, and Local 1395, State Council 93, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment, as well as to insure optimum efficiency in serving the public.

ARTICLE I

Recognition

A. Composition of the Unit

1) The bargaining unit shall consist of all full-time employees of the Highway and Grounds Division (which includes Cemetery) and the custodian(s) in the Library, Town Hall and the Police Department, except the Highway and Grounds Division Superintendents and Assistant Superintendents and the Director of Golf Operations.

2) All full-time employees in office, clerical or administrative positions and part-time employees who regularly work twenty (20) hours or more per week. Excluded are executive, professional and casual employees, all elected officials, all department heads, Assistant to the Mayor, Services Coordinator in the Mayor's Office, appraiser for the Board of Assessors, Licensing Coordinator/Legal Assistant, Human Resources Generalist, Benefits Coordinator in the Human Resources Department, and secretary of Police Department.

3) All full-time employees of the Engineering Division and part-time employees working regularly twenty (20) hours or more per week. This unit shall also include engineers in the Sewer Division and the Animal Control Officer. Excluded are executive, professional, casual or

temporary employees, the Town Engineer, Assistant Town Engineer, and part-time employees working less than twenty (20) hours per week.

4) All full-time Civilian Dispatchers within the Police Department.

B. New Positions Added

Should any new position be added to the Town after the effective date of this Agreement, the Town shall determine whether said position is included or not included within the above-mentioned bargaining unit and shall notify the President of the union of its decision within five (5) days. If the Union disagrees with the decision of the Town, it may appeal the decision within ten (10) days of receipt of same to the Massachusetts Labor Relations Commission with a request that the Commission make a determination on this matter in accordance with its rules.

C. Definitions

Administration: The term “administration” as used in this Agreement shall mean all employees of the town who are designated by the Town to act on its behalf.

Union Representative: The term “union representative” as used in this Agreement shall mean representatives of the Union who have been officially so designated by the President of the Union to the Town.

Day: The term “day”, when used in this Agreement without modifying or descriptive adjectives, shall refer to a regularly scheduled work day.

Department: The term “department” as used in this Agreement shall mean departments as established under the Town’s Charter, namely the Department of Public Works, Department of Municipal Finance, Department of Human Resources, Department of Planning and Community Development, and Department of Municipal Licenses and Inspections.

Division: The term “division” as used in this Agreement shall mean such organizational unit or units as defined in the Recognition Clause or that may be established from time to time by the Town or its agents.

Immediate Supervisor: The term “immediate supervisor” as used in this Agreement shall mean any person designated by the Appointing Authority or his/her designee to administer the affairs and activities of the Division and to carry out such duties as may from time to time be required by the Town or its agents.

Emergency: The term “emergency” as used in this Agreement shall mean a circumstance or condition, the existence of which was not foreseen and which, in the determination of the administration, required immediate steps to resolve. “Emergency” includes the declaration of a town-wide State of Emergency as declared by the Mayor of Braintree.

Employee: The term “employee” as used in this Agreement shall mean any employee of the bargaining unit.

Probationary Period: The term “probationary period” as used in this Agreement shall, with respect to every employee, mean the period commencing on the first day of such employee’s appointment to a position in a bargaining unit and ending six (6) months after such date; provided, however, that with respect to any employee who is a member of the bargaining unit and who, without a break in service, is newly appointed to another position, such probationary period shall commence on the first date of such employee’s appointment to that new position and shall end three (3) months after the date of such new appointment.

Seniority: The term “seniority” as used in this Agreement shall mean an employee’s length of continuous full-time service into a position covered by the AFSCME bargaining unit. Seniority shall be reduced by any period of suspension, absence without approval, or period of lay-off. If an employee resigns voluntarily or is discharged for just cause, he shall lose all seniority. Effective July 1, 2013, in the event that two employees are hired into the bargaining unit on the same day, their seniority shall be ordered alphabetically by last name. The seniority list shall be adjusted retroactively for dispatchers only to reflect this agreement and distributed to union representatives.

Termination: The term “termination” as used in this Agreement shall mean the permanent severance of an existing employment relationship.

Union: The term “union” as used in this Agreement shall mean the American Federation of State, County and Municipal Employees, Council 93, Local 1395.

Workday: The term “workday” as used in this Agreement shall mean a period of twenty-four (24) consecutive hours from the start of a tour of duty identical to a calendar day.

Workweek: The term “workweek” as used in this Agreement shall mean a calendar week, i.e., a week extending from Sunday to Saturday inclusive.

ARTICLE II

Relationship Between The Town And The Union

A. Fair Practices

1. Non-discrimination: The parties to this Agreement shall not discriminate against any person because of race, creed, color, sex, age, family relationship, veteran status, or handicap status, and all persons shall receive the full protection of this Agreement, whether or not they are members of the Union.

2. As sole collective bargaining agent, the Union shall continue its policy of accepting into membership all eligible persons in the unit without regard to race, creed, color, national origin, religious affiliation (if any), sex, marital status, family relationship or handicap status.

3. The Union shall represent equally all persons in the collective bargaining unit without regard to membership or participation in the activities of the Union.

4. Nothing contained herein shall be construed to deny or restrict to any unit employee rights he/she may have under the General Laws of Massachusetts and its regulations or other applicable laws and regulations. The rights granted to unit employees hereunder shall be deemed to be in addition to those provided elsewhere in the law.

B. Union Representatives

1. A written list of Union Stewards and other representatives shall be furnished to the Employer immediately after their designation, and the Union shall notify the Employer of any changes thereafter.

2. A duly-elected delegate to conventions of State Council 93, AFSCME shall be granted time off to attend such conventions without loss of pay. The delegate shall not number more than one (1) and the aggregate number of days off shall not exceed three (3) in odd-numbered years or seven (7) in even numbered years.

3. Stewards shall be granted time off with pay during working hours to investigate and settle grievances. However, the Union further agrees that, when practicable, grievances should be investigated and/or settled by the Stewards outside of working hours. Stewards must obtain permission from their Department Head or his/her designee before leaving the department to discuss grievances. This permission shall not be unreasonably withheld.

4. If a local member is elected to the Executive Council of the Union, he/she shall be allowed a maximum of twelve (12) paid workdays per year to attend Executive Council meetings.

C. Bulletin Boards

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such boards

D. Access to Premises

The Employer agrees to permit representatives of the American Federation of State, County, and Municipal Employees, AFL-CIO and/or Council 93, and/or Local 1395, upon it premises upon notification to the Department Head involved. Such access to the premises shall

be at reasonable times for individual discussion on working conditions for the employee, provided that care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

ARTICLE III

The Rights and Responsibilities of the Town of Braintree

The management's rights and functions, except those which are clearly and explicitly abridged by the specific terms of this Agreement, shall remain vested exclusively within the Town. These exclusive rights include, but are not limited to the following:

1. To be responsible for the executive management and administrative control of the town and its properties and facilities.
2. To determine and to apply the standards of service to be provided.
3. To determine the methods, means and personnel by which its operations are to be conducted.
4. To appoint, promote, assign, direct, and transfer personnel pursuant to terms of the Agreement.
5. To suspend, demote, discharge or otherwise discipline any employee for just cause.
6. To lay off any employee because of lack of work or funds.
7. To establish and enforce rules relating to the operation of the Town.
8. To determine operational and other policies, methods and procedures.
9. To maintain discipline, order and efficiency.
10. To require necessary overtime work in cases of emergency.
11. To take such actions as it may deem necessary for carrying out its mission in emergencies.

Further, it is agreed that taking or consuming drugs or alcoholic beverages or being under the influence of drugs or alcoholic beverages during any period of the day may be grounds for discharge from employment with the Town of Braintree.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Town, the adoption of reasonable policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement. Nothing contained in this Agreement shall be deemed or construed to impair or limit the powers and duties of the Town under the laws of the Commonwealth.

ARTICLE IV

Hours of Work

A. Regular Schedules

The regular hours of each workday shall be consecutive except for interruptions for lunch periods. The present hours of work exist in the following Divisions:

1.	<u>Division</u>	<u>Hours of Work</u>
	Highway and Grounds	7 a.m. to 3 p.m. with 20 minute working lunch
	Engineering	8 a.m. to 4:30 p.m.
	Town Hall	8:30 a.m. to 4:30p.m.
	Golf Course	7 a.m. to 3 p.m.*

*The hours noted above for the Golf Course are typically worked between November 1 and April 15, depending upon the duration of the golf season. The parties recognize that employees assigned to the Golf Course, with the consent of the Golf Course Superintendent, have a practice of altering their hours between April 15 and October 31 to be consistent with the needs of the Golf Course season.

The Employer may ask for volunteers to work from 5:00 a.m. to 1:30 p.m. at the golf course between Memorial Day and Labor Day.

The employees in the Engineering Division who work at town Hall (excluding clerical workers), at the Employer's discretion, may work from 7:00 a.m. to 3:30 p.m. during the "construction season" (April through November). However, their hours will continue to be 8:00 a.m. – 4:30 p.m. for the remainder of the year.

2. Hours of Library Custodians. A Master Schedule will be issued twice a year. Full-time custodians may be scheduled to work one (1) night shift per week. The Administration will give

a 21-day written notice when an employee's regularly scheduled work week is to be changed unless an emergency situation develops which, in the determination of the Administration, warrants a change in the schedule.

The normal work hours for Library custodians shall be as follows:

Monday – Friday	7:00 a.m. – 4:00 p.m. or 12:00 p.m. – 9:00 p.m.
Saturday	8:00 a.m. – 5:00 p.m.

These schedules may be adjusted to accommodate changes in the hours the Library is open. If that occurs, the Union will be given an opportunity to discuss the impact of any change in hours. Custodians may swap schedules with other custodians provided that the Library Director approves the swap and provided that the custodian requesting the swap has given 48 hours written notice to the Director, whose approval shall not be unreasonably withheld.

3. The Employer will not change these hours or schedules in an arbitrary or capricious manner.
4. The workweek shall consist of five (5) consecutive days of eight (8) hours or seven (7) hours as indicated in Section A of this Article.
5. The normal work shift shall consist of eight (8) consecutive or seven (7) consecutive hours as listed in this Article, excluding meal periods.
6. Hours of Golf Course Motor Equipment Operator

When the existing W-3 MEO position at the golf course is vacant and is posted for AFSCME employees, the AFSCME employee shall have the option of selecting from the following 3 shifts for the period from Memorial Day to Labor Day only:

- a) Monday-Friday from 5 a.m. to 1:30 p.m.
- b) Wednesday-Saturday from 5 a.m. to 3:30 p.m. or
- c) Tuesday-Saturday from 5 a.m. to 1:30 p.m.

If this position is posted externally or for non-AFSCME employees, the shift shall be advertised as Tuesday-Saturday from 5 a.m. to 1:30 p.m. from Memorial Day to Labor Day only.

7. Hours of Work. Swing Shift

From October 1st to March 31st of each year, a maximum of two (2) Mechanics, Welder/Fabricators, or any other employee qualified to perform mechanic-related duties, shall work a “swing shift” from 2pm to 10pm Monday through Friday. The swing shift positions shall first be filled on a voluntary basis. In the event that the two positions are not filled voluntarily, they shall then be filled based upon the Seniority list as maintained by the parties, with the least senior employee, among all qualified candidates, required to fill the position. When this shift is implemented, the Town agrees that, for safety purposes, no employee will be assigned to work alone and at least one other employee will be working the same shift. When an employee assigned to the swing shift is absent from work (sick, vacation, personal, etc.), his/her shift shall be covered as an overtime assignment in accordance with Article IV, Section B, of this Agreement. An employee not permanently assigned to the swing shift but filling in for an employee assigned to a swing shift position shall be paid at their overtime rate and not the shift differential.

As part of this agreement, the “Motor Equipment Repairman” shall be permanently re-classified to a Grade W7. If an employee assigned to the swing shift is classified as a Grade W4 or below, as reflected in Appendix A-1 of this Agreement, that employee shall be re-classified to a Grade W5 for the duration of the swing shift.

Employees assigned to the swing shift shall, in addition to their regular rate of pay, receive a shift differential as follows:

- a. Fiscal Year 2017: \$2.50/hour
- b. Fiscal Year 2018: \$2.50/hour
- c. Fiscal Year 2019: \$2.50/hour

B. Overtime

1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of their regular work day or work week.

2. An employee who has completed his or her day's work and who is recalled to work:

- a. After their tour of duty will qualify for a "call-back" and four (4) hours pay at the overtime rate. There shall be no pyramiding of overtime pay.
- b. Before their tour of duty will qualify for two (2) hours pay at the overtime rate. (call-in)
- c. For DPW only, continuous overtime shall not be considered shift work and shall not revert back to the regular hourly rate. If an employee works continually for 16 overtime hours after working her/his regular shift, she/he is entitled to 8 hours of compensatory time which may be used at that time. If the employee continues to work her/his rate of pay will remain at time and a half until the employee goes off the clock. Her/his regular rate of pay will be paid when the employee returns to work unless it is on a Saturday, Sunday or holiday. The employee may use the compensatory time at a later date.

3. Overtime shall be equally and impartially distributed in each area of the same Division among personnel who ordinarily perform such related work in the normal course of their work week. For example, snow plowing is offered in the following order: Highway Division, Grounds Division, Golf Course, and Water and Sewer Division. Any Golf Course overtime will be offered to employees regularly working at the Golf Course first. Overtime work on fields, parks or playgrounds shall be offered to Grounds Division employees first, then Highway Division and Golf Course employees. Any overtime at the cemeteries shall first be offered to those employees, who are regularly assigned to cemeteries first, then Highway Division and Golf Course employees. For purposes of offering overtime assignments, employees who are on vacation will be presumed to be uninterested in overtime opportunities occurring between the time he or she last worked before vacation to the start time of the first day

he or she returns. Accordingly, those individuals will not be contacted to work voluntary overtime during that period. An employee who is on vacation may contact the Department Head and ask that his/her name remain on the overtime list for a particular vacation period.

4. When in case of emergency it is necessary to call in personnel from other areas and other departments to aid and assist, the personnel from areas and departments other than those personnel from the area of a department which normally would perform such related work shall be released from their duties first when the work load lessens.

5. The Employer shall keep records in each Division time book of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union Representative or the Shop Steward with the Foreman of the Division involved.

6. Overtime work shall be voluntary except in case of emergency. There shall be no discrimination against any employee who declines to work overtime when there is no emergency.

7. In the event that an employee works twenty-four (24) consecutive hours, said employee shall be entitled to a compensatory day to use at his/her discretion.

8. **Change of Shift:** Any employee who is required to work out of their regularly scheduled hours shall be paid a shift differential of \$1.50 for all hours worked outside of their regular schedule. This shall not apply to "Summer Hours."

C. Meal Periods

All employees shall be granted a meal period during each work shift. Whenever possible the meal period shall be scheduled at the middle of the shift. Highway and Grounds Division have one-half (1/2) hour, and custodians, Town Hall and Engineering Divisions shall have one (1) hour.

The Employer shall furnish a meal to any employee who is requested to and does work over two (2) hours beyond his/her regular shift, and additional meals every four hours thereafter.

In the event the Employer is unable to furnish meals as set forth in the previous paragraph, the employee shall be granted time off to eat and the Employer shall compensate the employee for an additional hour of work at one and one-half (1 ½) times his/her regular rate of pay.

D. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute coffee break during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

E. Clean-up Time

Employees shall be granted a fifteen (15) minute personal clean-up period prior to the end of each work shift, whenever feasible and/or necessary.

F. Working Out Of Grade

The senior person in the same job classification or, if none available, the senior person in the next lower job classification will be given first preference to fill the position that is temporarily available.

Any employee required to work in a higher classification by the Employer shall be paid at the higher rate for all hours worked. It is expressly understood that in implementing this provision the Employer will require a minimum of four (4) hours of work in the higher classification.

G. Seniority

Department seniority shall govern in all cases of preference in assignment and reassignments to shift work, hours of employment, and choice of vacation period.

H. Dispatch Unit Differentials

6am – 2pm	Regular Rate of Pay
2pm – 10pm	\$1.50/hour increase to regular rate of pay
10pm – 6am	\$1.50/hour increase to regular rate of pay

ARTICLE V

Filling Of Vacancies

A. Notice and Posting

Whenever the Employer determines a vacancy exists within the Unit, a notice of vacancy shall be posted for a period of not less than five (5) working days and shall be set forth on the customary form. A notice of vacancy shall include a job description, salary range for the position, closing time of application, and all necessary qualifications for said position. Customarily the position will be filled within two (2) weeks of the closing date for application. However, no probationary employee shall be entitled to apply to fill a vacancy under this Article, unless there are no internal Union candidates.

An employee seeking to be considered for said vacancy shall submit a regular application in accordance with the procedures and within the time limits prescribed in said notice. The pool of candidates for such position(s) shall include every employee and every other person who shall have applied for said position in accordance with the terms of said notice.

B. Selection of a Candidate for the Vacant Position

In reviewing each candidate for the vacant position, the Department Head shall consider the following factors:

1. Ability to perform the work;
2. Previous work performance in the Town and in previous employment;
3. Prior work experience in the town, and/or in previous employment;
4. Education and/or training related to the duties and responsibilities of the position including license and academic degree requirements, if applicable.

Vacancies as defined above shall be filled by members of the bargaining unit when such members are qualified in terms of training and/or experience as applied to the above factors. If

there are two (2) or more candidates who possess equal qualifications for the position, among such equally qualified candidates preference will be granted to the employee with the most years of continuous service in the bargaining unit.

C. The first six (6) months of employment shall be considered a probationary period. The six month probationary period shall begin on the first day of actual employment and continue for six months of actual work by an employee. A probationary employee terminated during his probation period the employee shall have no resort to the grievance and/or arbitration Article to contest a termination. All other provisions of this agreement shall apply to a probationary employee.

D. Bargaining unit members who voluntarily apply for and receive a transfer to another lower grade position within the unit shall be compensated at the rate of pay for which the position is posted.

ARTICLE VI

Holidays

The following days shall be recognized as legal holidays. All full-time, continuous-service employees, who are not required to maintain essential Town services shall be excused from duty on these days without loss of pay. For the Clerical and Labor units only, if an employee is required to work and actually does work on a day that a holiday is observed, that employee shall be paid at the rate of double-time for all hours worked on Christmas, Thanksgiving, and the Town's Fourth of July Celebration, and shall be paid at the rate of time and one-half for all hours worked on all other holidays. For purposes of this article only, the parties acknowledged that the Town's Fourth of July Celebration is typically held on the last Saturday in June. If an employee is required to work outside his/her regular shift on the Friday preceding the Town's Fourth of July Celebration, on the day of the Town's Fourth of July Celebration, or on the Sunday

following the Town's Fourth of July Celebration, the employee shall be paid at the rate of double-time for all hours worked.

Payment under provisions of this section shall be made provided the eligible employees shall have worked on his/her last regularly scheduled working day prior to and following such holiday, or provided such employee was on full pay status on such preceding and following days in accordance with other provisions of the By-laws of the Town of Braintree. The Town will abide by the requirements of the Fair Labor Standards Act (FLSA) in administering this Article.

Each of the following holidays shall be observed according to Massachusetts statutes. Each of the following holidays falling on a Saturday will be observed on the preceding Friday; each of the following holidays falling on a Sunday will be observed the following Monday wherever and whenever possible consistent with the needs of the Town and the requirements to keep Town offices and services available.

For the Dispatch unit only, Christmas Eve and New Year's Eve, between the hours of 2pm to midnight, shall be added to the list of recognized holidays. Dispatchers required to work on any of the recognized holidays listed in Article VI shall continue to receive both their regular rate of pay for all hours worked and a compensatory day. Dispatchers who are not required to work on one of the recognized holidays listed in Article VI shall continue to receive a compensatory day.

Holidays

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans Day
Patriot's Day	Thanksgiving
Memorial Day	Christmas
Independence Day	

If an employee is required to work in excess of eight (8) hours on a holiday, two (2) times his/her regular pay will be paid for all hours in excess of eight (8) hours worked on said holiday.

Double time shall be paid for all snow and de-icing operations on Thanksgiving, Christmas, New Year's Day and Martin Luther King Day.

The first time, during any fiscal year, an employee may take a sick day the day before or the day after the holiday without a penalty. The second occasion that an employee takes a sick day before or after a holiday, the employee shall not receive holiday pay, but may charge the day to sick leave. The third occasion within the same fiscal year that an employee uses such sick days, there shall be no holiday or sick pay unless such employee within three business days for each such absence provides a note, signed by a treating physician, certifying that the physician has examined the employee and that the employee was unable to work those days due to illness in which case the absence shall be considered an excused absence.

ARTICLE VII

VACATIONS

A. Vacation Year

The vacation year of the Town of Braintree shall be the period from January 1 through December 31 of each calendar year. Any employee on approved FMLA shall accrue vacation, sick and personal time.

B. Definitions

Emergency Employee – The term “emergency employee” as used in this Agreement shall mean an employee who works in a position covered by this Agreement for a period of thirty (30) consecutive days or less.

Temporary Employee – The term “temporary employee” as used in this Agreement shall mean an employee who works in a position covered by this Agreement for a period of ninety (90) consecutive days or less.

C. Accrual Methods and Rates

Effective January 1, 2014, on January 1 of each year, employees shall be credited with their annual allotment of vacation time, with the exception of newly hired employees, whose vacation time in their first year of employment shall be pro-rated based on his/her date of hire and the number of months remaining in the calendar year. Further, newly hired employees shall not be permitted to take any vacation time until satisfactory completion of their probationary period.

1. Annual Vacation Entitlement

<u>Length of Employment</u>	<u>Vacation Days</u>
Less than 5 years	2 weeks
Upon completion of 5 years	3 weeks
Upon completion of 10 years	4 weeks
Upon completion of 20 years	5 weeks

In the year in which an employee retires or resigns, the employee's vacation allotment for that year shall be pro-rated based on their date of retirement or resignation and the number of months remaining in that final year of employment

For example:

If an employee retires or resigns between January 1 and March 31, the employee shall be credited with 25% of his/her annual allotment of vacation days for the year of retirement or resignation.

If an employee retires or resigns between October 1 and December 31, that employee shall be credited with 100% of his/her annual allotment of vacation days for the year of retirement or resignation.

In the event that an employee retires or resigns and has used more vacation time for that year than the above schedule allows, the excess vacation time shall be paid back to the Town by deducting the excess amount from any other amounts payable to that employee upon resignation or retirement, including, but not limited, Compensation Time, sick leave conversion, longevity, or the employee's final paycheck. However, this pay back provision shall not apply to an

employee who resigns or retires due to his/her, or a family member's, serious medical condition or disability as approved/authorized by the guidelines of the Family Medical Leave Act.

There will be no accrual of vacation benefits while an employee is on unpaid leave. If an employee is on unpaid leave on January 1st of any year, the employee will be credited with pro-rated vacation based on her/his date of return and the number of months remaining in the calendar year.

2. Holidays Occurring Within Vacation Periods

If a holiday occurs during the employee's vacation period, it shall be counted as the holiday and not as a vacation day. Accordingly, if the employee wishes to extend his/her vacation by one day, (to account for said holiday) he or she may do so provided he or she gives notice of that intention to his or her Department Head before going on vacation.

3. Payment In Lieu of Vacation

No employee shall receive payment in lieu of vacation or any portion thereof except upon retirement or separation.

4. Substitute Employment

Substitute employment within the Town during a vacation period of an employee is not permitted.

5. Dismissal For Cause

Employees dismissed for cause shall only receive the vacation pay for unused vacation time calculated through the last day of the prior calendar month.

6. Vacation Time Carryovers

Any vacation leave not used by the end of the vacation year shall be carried over to the succeeding year. An employee may not carry a total accrual of more than twice his/her annual entitlement at any one time; provided, however, that such vacation carryover may not exceed a total of twenty-five (25) days; and provided further that, in the event of some unforeseen

circumstances, an employee is unable to reduce his vacation carryover to twenty-five (25) days or less by the end of the vacation year, the employee will not be penalized in any manner and shall not suffer any loss of vacation accrual.

D. Scheduling Vacations

1. The assignment of vacation leave shall be arranged by the Department Head for such time or times as, in his opinion, best serves the convenience of the department, preference being given to employees on the basis of years of Town employment.

2. An employee may be allowed to take up to twice the amount of his/her annual entitlement if he/she has that amount of time to his/her vacation leave credit at the time the vacation is scheduled. No "borrowing" of vacation time yet to be earned is permitted.

3. Employees may take up to ten (10) of their vacation days as single days in any year at the Department Head's discretion provided they have been approved in advance.

E. Terminations

Persons who are eligible for earned vacation under these provisions, whose services are terminated by layoff, resignation, dismissal (other than cause), retirement or death, or by entrance in the armed forces shall be paid for all accrued but unused vacation credits through the last full calendar month of his/her employment.

F. Emergency Service

In computing vacation leave, no credit is ever allowed for emergency employment.

G. Service Other Than In Braintree

Length of prior service with any other municipality or with the Commonwealth of Massachusetts shall not be credited in the computation of present vacation status in Braintree.

Unused vacation leave earned in any other municipality or with the Commonwealth shall not be transferable to Braintree.

H. Other Absence Chargeable To Vacations

Absences on account of sickness or accident in excess of that authorized under the terms and conditions of this Agreement may, at the request of the employee, be charged to vacation leave.

I. Vacation Pay Averaging – Highway Division Only

The Highway Division MEO group (8 employees as of 7/1/87) historically has worked a disproportionately higher number of hours at the MEO rate due to the snow plowing, snow removal and sanding activities. The Town agrees to calculate the vacation pay of these employees based upon the relationship the total number of hours worked as an HMEO bears to the total hours worked for the year, i.e., if an employee works 2250 hours in a year and 1500 of those hours were paid at the HMEO rate, this would be equal to 68% of the time. Therefore, in the subsequent year vacation pay for this employee should be paid as 68% of the vacation pay at the rate of an HMEO and 32% of the vacation pay at the rate of an MEO.

ARTICLE VIII

Authorized Leaves With Pay

A. Sick Leave

1. Entitlements

Employees accrue fifteen (15) sick days per calendar year. Effective January 1, 2014, employees shall cease to accrue sick time on a monthly basis and shall be credited with their annual allotment of sick days on January 1 of each year. Effective January 1, 2014, new employees shall be credited with their initial allotment of sick days after completing their first full month of employment, with said initial allotment being pro-rated, based on his/her date of hire and the number of months remaining in that initial calendar year.

In the year in which an employee retires or resigns, the employee's sick leave allotment for that year shall be pro-rated based on their date of retirement or resignation and the number of months remaining in that final year of employment.

For example:

If an employee retires or resigns between January 1 and March 31, the employee shall be credited with 25% of his/her annual allotment of sick leave for the year of retirement or resignation. If an employee retires or resigns between October 1 and December 31, that employee shall be credited with 100% of his/her annual allotment of sick leave for the year of retirement or resignation.

In the event that an employee retires or resigns and has used more sick time for that year than the above schedule allows, the excess sick time shall be paid back to the Town by deducting the excess amount from any other amounts payable to that employee upon resignation or retirement, including, but not limited to, Compensation Time, vacation, sick leave conversion, longevity, or the employee's final paycheck. However, this pay back provision shall not apply to an employee who resigns or retires due to his/her, or a family member's, serious medical condition or disability as approved/authorized by the guidelines of the Family Medical Leave Act.

On August 1 of each fiscal year the Town shall inform each unit member of the number of sick days and vacation leave which shall have accumulated to each employee as of July 1 of that fiscal year.

Sick leave shall be granted to an employee under the following conditions:

- a. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury; or
- b. When the spouse, child, or parent of either the employee or of the employee's spouse, or a relative living in the immediate household of an employee is seriously ill, the employee may utilize accumulated sick leave days up to a maximum of seven (7) days in a single calendar year; or

- c. When through exposure to contagious disease, the presence of the employee at his work location would jeopardize the health of others; or
- d. When the employee is responding to scheduled appointments for examination, treatment or other forms of medical evaluation.

Sick leave usage will be charged to each employee in minimum increments of ½ day.

The only exception to this procedure will be for those employees who must respond to scheduled appointments, as in (d) above, and these employees, if they notify their Division at least one week in advance of the scheduled absence, may use sick leave in 1/4th day increments. There will be no accrual of sick leave benefits while an employee is on unpaid leaves. If an employee is on unpaid leave on January 1st of any year, the employee will be credited with pro-rated sick time based on her/his date of return and the number of months remaining in the calendar year.

2. Sick Leave Bank

A Sick Leave Bank will be authorized if the overall performance of all Union members in the use of single day illnesses falls below the national average of five (5) absences per employee.

The Sick Leave Bank may become operational under the following conditions:

- a. If on 7/1/85 the Union average per individual employee is at a level of five (5) or less for single day absences, the Bank may become operational from that date. If the target is not met, then each six months thereafter the measurement will be taken and the Bank may become operational whenever the Union average falls at or below the target performance figure of five (5).
- b. If the Bank becomes operational and during any subsequent six month period the target performance figure of five (5) or less single day absences is not maintained, then the operation of the Bank will be suspended and the Bank balance left intact to be reactivated if or when during subsequent six month periods the Union again achieves the target figure.
- c. The Bank is limited to membership to AFSCME employees and all contributions to the Bank must come from earned sick leave credits of those employees. Membership is voluntary, but to use the services of the Bank the requesting employee must have been a Bank member for at least ninety (90) days. The open enrollment period in the Bank is limited to the months of January and June of each year.

- d. The Bank will be administered by a board of three (3) trustees elected by the Union members; the Human Resources Director or their designee will audit and supervise the operation of the Bank.

3. Sick Leave Accumulation

Sick leave credits unused by an employee each year may be carried forward and added to the accumulation of subsequent years. Sick leave accumulation shall be without limit, except that for persons hired after September 1, 2002, sick leave accumulation shall be limited to a maximum of 200 days.

4. Notification and Justification

Notification of absences shall be given as early as possible on the first day of absence. If such notification is not made, such absence may, at the discretion of the Department Head, be applied to absence without pay.

Medical evidence (justification) may be required after three (3) consecutive days by the Department Head, or it may be required for less than three (3) days for good and sufficient reasons.

Failure to produce such evidence within seven (7) calendar days of its request may result, at the discretion of the Appointing Authority, in denial of sick leave for the period of absence. For purposes of this paragraph, "sufficient notice" shall mean that a licensed medical practitioner has verified both the existence of an actual condition or illness on a particular day and that said condition made the employee incapable of performing his/her duties on that particular day. It is further understood that the employee will obtain the medical practitioner's note as written documentation to corroborate that the medical practitioner did the evaluation on the date of the illness.

5. Conversion Payments

Upon normal retirement or retirement due to a job-related injury or death, an employee shall be entitled to a twenty-five (25%) conversion of accumulated sick days, based on one-fifth (1/5) of his/her weekly salary, up to a maximum of:

FY17: \$10,000

FY18: \$10,000

FY19: \$10,000

Sick leave conversion is not available upon termination of employment by:

- a. Resignation prior to age 55 and with less than 10 years of active service unless qualifying as a retirement under the provisions of Chapter 32 of the General Laws;
- b. Discharge for Cause.

In the event of death of an employee who has accumulated sick leave days, the above conversion will be paid to his/her beneficiary or estate as listed on the policy of life insurance provided by the Town.

6. Use With Worker's Compensation

Employees who are absent due to an industrial accident may, at their option, draw upon their sick leave, hour by hour, to the extent necessary to make up the difference between the employee's regular weekly wages and the amount he/she is receiving from worker's compensation.

7. Exhaustion of Sick Leave Credits

When an employee covered by this Agreement has exhausted his/her sick leave and all vacation leave, he/she may request an extension of additional sick leave days from the Human Resources Director.

The Request shall be forwarded through the Department Head who shall notify the person of his/her recommendation. The granting of additional sick leave days shall be subject to the same criteria as regular sick leave days; however, sick leave days shall be available under this section only for the illness of the employee and not for illness within the family.

The Human Resources Director may request such information regarding the employee's prior usage of sick leave and medical documentation which should indicate that the employee will be able to return to his/her position, provided that the employee shall, when he/she returns to work, credit the Town for those sick days granted under this Article.

8. A joint committee shall be created for the purpose of studying long-term disability plans.

9. Sick Leave Incentive

Effective January 1, 2014, any employee who uses no sick time within a calendar year, beginning on January 1 and continuing through December 31, shall be credited with one (1) personal day on the following January 1, and this personal day must be used by December 31 of the year in which it was credited or it will be forfeited.

B. Funeral Leave

Up to five (5) consecutive days' leave with pay may be allowed for making arrangements and attending the funeral upon the death of a spouse or child.

Up to three (3) consecutive days' leave with pay may be allowed for making arrangements and attending the funeral upon the death of an immediate member of the family.

Immediate member of the family shall include the following: parent, guardian, grandparent, grandchild, sibling, stepparent, stepsibling, domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any permanent member of the employee's household.

An employee shall not be required to take funeral leave immediately after the death of a person listed above but may request such leave to be granted commensurate with the funeral and necessary attending procedures. In addition, one (1) day may be taken to attend the funeral of a nephew or niece, and one (1) funeral day may be taken to attend or to make arrangements for the funeral of an aunt or uncle.

C. Jury Duty

Employees called for jury duty shall be paid by the Town an amount equal to the difference between the compensation paid for a normal working period and the amount paid by the court, excluding the allowance for travel. Employees are required to return to work if they are released from juror service with sufficient time to get to work from the courthouse to complete their normal work day. Time required to return home to change into uniform or other required work attire can be factored into your time calculation. As soon as an employee learns that her/his service has been cancelled, she/he should notify the employer and report to work as scheduled. If an employee works second or third shift, she/he is not required to work beyond midnight on the night before the first day of juror service. The employee may not work while impaneled on a trial. The employee is not required to work on the last day of service if released by the court after 4:00 p.m.

D. Personal Days – Fiscal Year (July to June)

Three (3) personal days per fiscal year shall be granted by the Department Head to all employees who have completed one (1) year of service.

The use of Personal Leave shall be for personal business that is not covered by Sick Leave, Bereavement Leave, etc., provided, however, that the employee notify the Department Head sufficiently in advance, whenever possible, so that operations of the Department shall not be affected. Personal Days may not be used to extend sick leave or vacation.

Personal Leave may be used in four (4) hour increments. Requests for personal days are not to be unreasonably denied.

ARTICLE VIII A

Family Medical Leave

A leave of absence without pay may be granted at the sole discretion of the Human Resources Director. It is understood that the Human Resources Director will take no action on a request without input from the Department Head of the person requesting the leave of absence.

Decisions of the Human Resources Director under this Article shall not be subject to the Grievance Procedure in this Agreement. The Town of Braintree will meet any obligations set forth under the Family and Medical Leave Act of 1993 (FMLA) and any subsequent revisions, which requires covered employees to provide up to twelve (12) weeks of unpaid, job protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year and for 1,250 hours over the previous twelve (12) months. A copy of the Town's FMLA policy is attached to this agreement.

Employees may use any accrued vacation, sick, personal and compensatory time for part of all of a FMLA leave. The Town shall have the ability under the Federal Family Medical Leave Act ("FMLA") policy to designate FMLA time and paid leave for employees concurrently, provided however, that the Town will allow each employee, if the employee so requests, to retain a balance of five (5) sick days and five (5) vacation days to be available for the employee upon his/her return from FMLA leave. All other accrued paid leave, beyond 5 sick days and 5 vacation days, shall be used concurrently with FMLA leave. Delineation of the type and amount of accrued leave the employee will choose to use for part or all of his/her leave should be included in the original FMLA leave request made by the employee.

A request for leave of absence without pay or FMLA leave shall be made thirty (30) days in advance of the date the employee wishes to begin leave. In cases where the need for the leave was unforeseeable, the employee shall give notice for the leave as soon as practicable.

For purposes of computing eligibility under the FMLA, the twelve month period shall be determined as of the date on which it is being computed. Example: a third year employee who has worked for more than 1,250 hours over the previous twelve (12) months (March 10, 1998 to March 10, 1999) may take up to 12 weeks of unpaid leave between March 11, 1999 and March 10, 2000. However, once the twelve weeks are exhausted, the employee must go one full year

(12 months) from that new date before he will be entitled to more leave. Additionally, all covered employees are also afforded rights under the Small Necessities Leave Act.

ARTICLE VIII B

Light Duty

A member of the bargaining unit who is on workers' compensation leave pursuant to Chapter 152 of the Massachusetts General Laws may be recalled to modified duty if a physician designated by the Town determines that the member is able to perform certain duties outlined by the Town, provided that there is no disagreement with that determination by the member's treating physician. If there is disagreement, written notice from the member's treating physician must be delivered to the Human Resources Department within 7 days of the recall to modified duty. When there is disagreement, a third physician, who shall be a specialist in the field of medicine relating to the member's disability, will examine the member to determine if the member is capable of performing the duties outlined in the description of the modified duty. This opinion shall be binding on all parties. The Town shall pay for the examination by the third physician.

Once a member has been medically cleared for light duty, a joint committee consisting of two members of management and two members of the Union shall meet to evaluate each situation and to determine what duties the employee may perform. If there is a split vote of the committee, the employee shall return to work on light duty. Any decision reached by the joint committee shall be in writing and shall not be subject to the grievance and arbitration procedure. The modified duty tasks to which a bargaining unit member may be assigned could include any or all of the following;

- Answering the telephone
- Keeping records
- Data entry
- Filing

ARTICLE IX

Union – Management Committees

A. Employee Relations

There shall be established a committee to be known as the Union-Management Committee on Human Relations and Safety. The purpose of the committee shall be to discuss matters of mutual concern to the employees and the Employer and to see that all applicable state and municipal safety regulations are complied with, as well as to make recommendations for the maintenance of proper safety standards.

The Committee shall be composed of eight (8) members: four (4) representing the Union and four (4) representing the Employer.

The Committee shall meet at the request of either party, provided that there shall be no more than four (4) meetings during the contract year, except by mutual agreement.

B. Cost Savings

The parties agree to establish a joint committee to study and report on the feasibility of implementing a procedure to provide for a bonus payment to the Union for savings to the Town realized through the added effort and contribution of the bargaining unit which results in savings to the Town for outside services, consultants, technical specialists or advisors, etc. The committee is to study and determine whether such a program is feasible, and whether measurement techniques exist or can be developed to quantify savings.

If the committee determines that such a program may be workable, they are to develop a plan to incorporate the scope of a procedure, items eligible for bonus participation, measurement procedures, payment systems and bargaining unit participation procedures.

The committee shall consist of not more than eight (8) members, four from management and four from the Union.

Management members shall consist of one (1) representative each from the Human Resources Director, Finance Committee, and Mayor, and the Town Engineer.

The committee shall quarterly submit a report of progress or completion to the Town's bargaining agent.

It is understood that these committees shall have no power to negotiate wages, hours or conditions of work or employment or to alter or amend this Agreement in any respect.

ARTICLE X

Grievance Procedures

A. Preamble

It is the intent of the parties to this Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between a member or members of the bargaining unit and the Town. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution of all disputes involving the application of this Agreement. The Union further agrees that it shall not initiate proceedings in any forum in respect to any matters that is or may become subject of a grievance, as hereinafter defined, until it shall have first exhausted the procedures provided herein.

B. Definitions

Complaint - The term "complaint" as used in this Agreement shall mean a written statement setting forth a grievance as hereinafter defined. A complaint shall give all the known facts on which the grievance is based, including the date when such violation is alleged to have occurred and the specific contractual provisions alleged to have been violated, and shall set forth the remedy requested.

Grievant - The term "grievant" as used in this Agreement shall mean the employee, group of employees, or the Union, as the case may be, who, pursuant to the terms of this Agreement, seeks resolution of a grievance.

Grievance - The term "grievance" as used in this Agreement shall mean an allegation by a grievant that an express provision of this Agreement has been breached in its application to him/her.

Day - The term "day" as used in this Article, except as otherwise provided, shall mean a regularly scheduled work day.

Grievance Record - All official notices, written decisions, responses thereto and evidence submitted in accordance with the procedures outlined herein shall form the grievance record.

C. General Provisions

1. Any member or members of the bargaining unit having a grievance, as defined herein, shall seek its resolution only in accordance with the grievance procedure set forth in this Article.

2. Failure of a grievant to comply with any of the provisions of this Article shall be deemed to be a waiver of the right to seek resolution of the grievance under the terms of this Agreement. In determining whether there has been any failure to comply with any of the provisions of this Article, time shall be deemed of the essence, provided, however, that the time limits may be extended in any specific instance by mutual written agreement of the parties.

3. Any member of the bargaining unit may initiate a grievance through the first three steps of the grievance procedure without intervention of the exclusive bargaining representative of the employee organization representing him/her, provided that the exclusive representative shall be afforded the opportunity to be present at any conferences/hearings held. In addition, any adjustment made shall not be inconsistent with the terms of this Agreement.

4. Any members of this unit may be represented by the Union at any step of the grievance procedure; except that nothing provided herein shall be deemed to require the Union to approve of or finance any grievance at any level of this procedure.

5. The resolution of a grievance at Step 1 of this Article shall not be deemed to be an admission by the Town that the grievance has, for any other purpose or proceeding, standing as a grievance, or be an admission by the Town of any violation or breach of the terms of this Agreement, or be an admission by the Town that such grievance is cognizable or justifiable pursuant to any applicable provisions of the laws of the Commonwealth, nor will it establish any precedents.

6. If any member or members of the bargaining unit shall initiate in any administrative forum, other than the State Labor Relations Commission or any judicial forum, any proceeding that relates to a grievance currently pending under this Article which has been initiated by the same person(s), proceedings under this Article shall terminate.

7. The grievant shall be afforded the opportunity to be heard at each step of this procedure if he/she elects.

8. No reprisals of any kind shall be taken by either party to this Agreement against any unit member initiating or participating in a grievance.

9. The Town and the Union shall have the right to appeal any final decision of the arbitrator pursuant to the provisions of Chapter 150C, sections 10, 11 and 12 of the General Laws.

10. A grievance may be filed at the level at which the action or inaction being grieved occurred.

11. A grievance may be withdrawn at any level without prejudice.

12. If the Town exceeds any time limit prescribed at any step of the grievance procedure, the grievant(s) may assume that the grievance is denied and invoke the next step of the procedure, except, however, that only the Union may request arbitration.

13. At any step in this procedure, the rules of evidence shall not apply; except it shall be the hearing officer/arbitrator's authority to determine the relevance and admissibility of evidence.

14. It shall be within the prerogative of the hearing officer/arbitrator to establish the format of the hearing to ensure that it is conducted in a fair and orderly manner.

D. Adjustment of Grievances

1. Informal - Immediate Supervisor

A grievant(s) shall initiate the grievance procedures of this Article, when applicable, by filing with his/her immediate supervisor during the term of this Agreement a written notice that a grievance exists. Said notice need not be in the form of a complaint as hereinbefore defined, but need only state that the grievant(s) seeks a resolution of a grievance. No such notice may be filed more than ten (10) days from the date of occurrence of the event or date on which the unit member had reasonable knowledge of the event or conditions upon which the grievance is based. Within three (3) days after receipt of such a notice, the immediate supervisor or his/her designee shall meet the grievant and attempt to resolve the grievance. If within two (2) days after such meeting, the grievant and the immediate supervisor have failed to agree upon a resolution of the grievance, or upon failure of the supervisor to hold a meeting, the grievant may elect to proceed to the next level.

2. Step I: Appointing Authority or the Appointing Authority's Designee

If the grievant(s) elect(s) to proceed to this step, then within three (3) days after the expiration of the period as hereinbefore provided, he/she/they shall file a complaint in writing to the person designated by the Appointing Authority for such purposes. The designated Appointing Authority and the grievant shall meet or arrange to meet to resolve the dispute within three (3) days of the supervisor's notification. The person so designated by the Appointing Authority shall reply in writing within seven (7) days after the meeting.

3. Step II: Human Resources Director

If the grievance is not resolved to the satisfaction of the grievant, the grievant shall send a notice of his/her appeal to the Human Resources Director or his/her designee within seven (7) days of his/her receipt of the decision at Step I. The Human Resources Director or his/her designee shall meet or arrange to meet with the grievant(s) for review of the grievance within twenty-one (21) days of receipt of notice of the grievance at the Step II level, and the Human Resources Director or his/her designee shall issue a written reply to the grievant(s) and/or the Union within fifteen (15) days following such meeting.

4. Step III: Arbitration

Within thirty (30) days after receipt of the decision of the Human Resources Director or his/her designee or upon the failure of the Human Resources Director or his/her designee to render a decision within the time specified, then, within thirty (30) days thereafter, arbitration of a grievance may be initiated in accordance with the following procedures:

- 1) The Union shall have the exclusive right to initiate arbitration of a grievance, the resolution of which heretofore has been sought by a member or members of the bargaining unit. Such member or members shall be bound in all respects by the decision of the arbitrator to the same extent as the Town and the Union.
- 2) The Union may initiate arbitration of a grievance only if the resolution of the grievance has been sought through all two (2) prior steps of the grievance procedure and only if submission of the grievance to arbitration has been duly authorized by the Union.
- 3) The Union shall initiate arbitration by giving written notice to the Town within thirty (30) days following receipt of the Step II answer or exhaustion of the time limits applicable to that step.
- 4) Within ten (10) days of the Town's receipt of such notice from the Union, the arbitration process shall commence. Said process shall be pursuant to the rules and regulations of the Massachusetts Board of Conciliation and Arbitration (BCA) unless the parties mutually agree to use the American Arbitration Association (AAA).

E. Limit of the Arbitrator's Jurisdiction

Subject to the provisions of this Agreement, the arbitrator shall have no authority or jurisdiction:

1. to arbitrate such portion of any grievance which is removed from the jurisdiction of the Board by express terms of this Agreement; or
2. to add to, alter, or amend the specific terms of this Agreement.

F. Notices

All written notices required by the Agreement shall be deliverable in hand or by first class United States mail, except in cases which are related to termination, in which instance, such notice or notices shall be delivered in hand or by certified mail, return receipt requested. All notices, when mailed, shall be addressed the employee's residence as reflected on the official record of the Town.

ARTICLE XI

Safety and Clothing

A. 1. Uniforms and Protective Clothing

The employer agrees to provide all protective clothing, protective devices, safety glasses, materials, equipment, tools and license fees required to perform the duties assigned to the employees covered by this Agreement. The cost of maintaining such clothing shall be paid by the Employer.

2. Clothing

The parties agree to form a joint Labor/Management Committee to establish a dress code for the Labor Force. Once the dress code is established, the Labor Force shall receive purchase orders on July 1 of each year in the following amounts for the purchase of approved clothing. For purposes of this article, the "Labor Force" is defined as those employees with a "W"

classification on the Job Titles and Classifications listed on Appendix A-1, attached hereto, as well as the Civilian Dispatchers and Engineers.

- FY17 - \$300
- FY18 - \$300
- FY19 - \$300

A clothing/cleaning allowance shall be paid to AFSCME clerical employees of \$100 for FY17, and \$150 for FY18 and FY19. (FY17 shall be paid retroactively during FY17.) It shall be paid in FY18 and FY19 at the same time as the Labor Force receives its Clothing Allowance.

3. Clothing for Custodians

Effective January 1, 2014, all building custodians shall be required to wear a golf-style shirt or a sweatshirt bearing the Town seal. The Town shall, at its expense, provide each custodian with five golf-style shirts and three sweatshirts; thereafter, custodians shall purchase their own shirts and shall receive the clothing allowance as contained in Article XI.

B. Safety Shoes

The Labor Force is required to wear safety shoes, which must be OSHA approved, ANSI stamped steel-toed work boots, and proof of compliance with this requirement must be presented to the Department Head at the time that reimbursement is requested. For all current positions receiving the shoe allowance, the annual safety shoe reimbursement shall be:

- a. FY17 - \$250
- b. FY18 - \$250
- c. FY19 - \$250

For the purposes of Paragraph B, “all current positions receiving the shoe allowance” shall include the Labor Force, as defined in Paragraph A above, as well as the Engineers, the Highway and Grounds Administrative Assistant, and the Recreation Division Administrative Assistant.

C. Temperature

Except in cases of emergencies, employees shall not be exposed unnecessarily to oppressive heat or cold. The determination of such factors shall be made by the Department Head or his/her designee.

D. Drug and Alcohol Testing

The parties recognize that the Town's Commercial Drivers License (CDL) policy is in effect. Further, the Town may test bargaining unit employees for drug or alcohol based upon reasonable suspicion supported by articulable observations by two trained supervisors that an employee is under the influence of drugs or alcohol or after a work-related accident or work-related injury. Any employee testing positive must be referred to the Employee Assistance Program.

E. Hazardous or Unpleasant Work

The parties agree that there may be instances whereby it will be necessary for an employee to work in a situation which could be classified as hazardous or unpleasant. Such instances are set forth in the Memorandum of Understanding dated November 13, 1980 attached hereto as Appendix B.

Employees who are required to work under these conditions shall be paid a premium of seventy-five cents (75 cents) per hour in addition to their regular rate of pay for all hours during which they are required to perform this type of work. This payment shall be in addition to any other rate that may apply to the job.

The parties agreed to continue the joint committee, consisting of six members, three (3) from the Town and three (3) from the Union for purposes of updating the definition of hazardous work contained within the above-referenced Memorandum of Understanding, dated November 13, 1980.

F. Prescription Eyeglass Allowance

The Town will reimburse employees the sum of \$185.00 (FY2018) and \$195.00 (FY2019) every other year for the purchase of prescription eye glasses upon presenting a receipt for the purchase of the glasses. Employees within the labor force shall be required to purchase glasses with safety lenses in order to be deemed eligible for the reimbursement.

ARTICLE XII

Classification and Re-classification

A. Class Specification

The Employer shall provide the Union with a copy of the class specifications of each title covered by this Agreement for which such a specification exists. Each employee in the bargaining unit shall be permitted by the Employer to have access to examine his/her class specification.

B. Individual Appeal of Classification

Individual employees shall continue to have the same right to appeal the propriety of the classification of his/her position through the Human Resources Director, and such appeal may be the subject of a grievance or arbitration under the terms of this Agreement. However, the arbitrator's jurisdiction extends only to whether the determination of the Human Resources Director was arbitrary or capricious.

C. Class Reallocations

A bargaining unit member or his/her Appointing Authority may initiate the process to reclassify an employee to a higher classification by filing a written request with the Human Resources Director. Upon receipt of a request, the Human Resources Director shall notify the Union, the Appointing Authority, and the Mayor. The Human Resources Director shall investigate the request, which may include, but is not limited to: interviewing the employee, immediate supervisor, Appointing Authority; reviewing materials submitted by the employee, immediate

supervisor, and/or Appointing Authority in support of the request; reviewing job duties and qualifications for other positions within the bargaining unit; observing the subject employee at work; observing other bargaining unit employees at work; comparing the existing classification of the subject position to other positions within the bargaining unit, as well as other positions within comparable jurisdictions; and considering any other relevant evidence. The Human Resources Director shall make a determination as to the request and shall notify the employee, the Union, and the Appointing Authority in writing of such determination. In the event that the Union disagrees with the determination of the Human Resources Director, the Union may proceed to arbitration. However, the arbitrator's jurisdiction shall only extend to whether the determination of the Human Resources Director was arbitrary or capricious; the arbitrator shall not have the authority to determine a grade or step for the position subject to the reclassification arbitration.

ARTICLE XIII

Longevity

Effective 7/1/17 a bargaining unit member within the "S" classification, upon completion of ten years of continuous service in the Town of Braintree and who is employed on December 31 of each year, shall receive, in addition to the compensation to which he/she is entitled in accordance with the salary schedule contained herein, a longevity payment in accordance with the following schedule:

Years of Service

10 Years \$400

15 Years \$525

20 Years \$850, or 1% of the employee's annual salary, whichever is higher.

25 Years \$1,125, or 1% of the employee's annual salary, whichever is higher.

Note: Equal increments shall be paid for the between year periods.

Employees eligible for longevity compensation will receive it on or about the second week in December of each year of this Agreement.

Pro-rata payments shall be made to an employee who retires or to the estate of an employee who dies.

There shall be no other longevity payments in the bargaining unit.

ARTICLE XIV

Civil Service

Effective July 1, 2010, the parties agreed to delete this article in its entirety as it is not applicable to any members.

ARTICLE XV

Deductions

A. Union Dues

Payroll deductions for membership dues of the Union shall be authorized pursuant to the applicable laws of the Commonwealth.

1. The Union shall, at least thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of the effective date of the Agreement, give written notice to the Town of the amount of dues which are to be deducted in behalf of the Union.
2. Union dues deductions may be terminated by an employee of the bargaining unit by giving the Employer and the Union sixty (60) days' advance written notice or upon termination of employment.
3. The Town agrees to notify the Union at the beginning of the sixth month of employment of the new employees.

B. Credit Union Deduction

The Town agrees to make deductions for the Braintree Employees' Credit Union.

ARTICLE XVI

Agency Service Fee

In accordance with the provisions of General Laws, Chapter 150E, section 12, if upon the execution of this Agreement, a majority of all employees, present and voting, in the bargaining unit covered by this Agreement between the Town of Braintree and the American Federation of State, County, and Municipal Employees, AFL-CIO, State Council 93, Local 1395, vote for this Agreement, part of which is the payment of a service fee, the Employer shall require, as a condition of employment during the life of said Agreement, the payment of said service fee on or after the thirtieth day following the beginning of employment or the date the employee formally voted for the Agreement, or after the six-month probationary period, whichever is later. The amount of such service fee shall not exceed the regular monthly Union dues.

It is understood and agreed that no action by the Employer shall be considered against any employee of the bargaining unit for failure to meet his service fee obligations unless and until the Union certifies in writing to the Employer that said employee has not met the obligation imposed by this provision. Moreover, the Union agrees to indemnify and save the Employer harmless against all claims, suits, or other forms of liability arising out of the deductions of such service fee from an employee's pay or out of the application of this Article.

This section shall not apply to any employee who has authorized the Employer to deduct Union dues under Article XV of this Agreement.

It is understood by the Employer and the Union that deductions of the Agency Service Fee shall be made by the Employer through its Treasurer only during the existence of an executed Agreement between the Town and the Union.

ARTICLE XVII

Classification Plan and Pay Rates

In this Agreement and made part of it as Appendix A shall be the classification and pay plan for all positions covered by this Agreement along with the weekly and annual wages for each of the positions covered by this Agreement. The Senior Building Custodian regularly

assigned to work at the Braintree Town Hall at night shall receive an additional payment of \$15.00 each week, but only for those weeks that he/she actually works nights. Effective July 1, 1991, all full-time Custodians at the Library shall receive an additional payment of \$3.00 each week for working each week for working nights.

ARTICLE XVIII

Health and Welfare

The Town shall continue the present practice of paying one half (1/2) the cost of the indemnity health insurance plan offered by the Town and it shall also continue paying the current percentages of the cost of HMO health insurance coverage or other equivalent health coverages offered.

Effective January 1, 2011 the parties agree to the adoption of Option 2, with the increased co-pay schedule attached to this agreement and:

- a. The parties agree to the increased schedule of co-pays for prescriptions, office visits, specialist visits, and emergency room visits implemented by the Town as of July 1, 2010. (See FY2011 Co-Pay Schedule attached) However, the increased co-pays do not take effect for AFSCME employees until January 1, 2011.
- b. Effective July 1, 2011, the parties agree to an across-the-board \$5 increase in all co-pays for prescriptions, office visits, or specialist visits, but not emergency room visits, as reflected in the FY2012 Co-Pay Schedule attached.
- c. Effective January 1, 2011, the parties agree that enrollment into the Blue Cross Blue Shield Master Medical plan shall be frozen. Any AFSCME employee currently enrolled in the Blue Cross Blue Shield Master Medical plan shall be allowed to stay on said plan, but no new enrollees will be allowed into this plan after ratification of this agreement.
- d. The Town shall establish a health care reimbursement fund for those active employees who are subscribers to any of the Town's health insurance plans under Option 2. The Town shall pay for all costs associated with administering and issuing a health reimbursement account credit card for all enrolled in a Town health insurance plan under Option 2. For those on an individual plan, the credit card is credited with \$150 per year to be used towards co-pays, and for those on a family plan, the credit card is credited with \$300 per year on July 1 of each year. However, since Option 2 shall not take effect until January 1, 2011, these amounts

will be pro-rated to reflect the number of months that members are actually enrolled in Option 2 for that fiscal year or \$75 for those on an individual plan and \$150 for those on a family plan. There is no roll-over of unused balances on the HRA card; any unused balance reverts back to the Town's health insurance trust fund.

- e. The Town and the Public Employees Committee agreed to a Section 19 Agreement that is attached as Appendix F.

ARTICLE XIX

Educational Reimbursement

The Employer agrees to reimburse employees for the cost of certain job-related educational programs subject to the following limitations:

1. Reimbursement is limited to a maximum of \$1,500 per year for any qualifying employee.
2. The course or courses must be approved in advance by the Human Resources Director as being job related.
3. Reimbursement shall be made after submission of evidence of payment and of successful completion of the course. The Employee must receive a C or better to qualify for reimbursement.
4. The total sum available for reimbursement under this Article shall not exceed a maximum of \$4,500 in any contract year.

ARTICLE XX

Layoff and Recall

A. The Town will notify the Union of a decision to layoff unit members and recognizes its responsibility to negotiate regarding the impact of any such decisions except to the extent already provided for in this Agreement.

B. If the Employer decides to reduce the number of employees in the bargaining unit, employees shall have the right to bump across department lines based on their seniority from date of hire by the Town, provided that they are qualified to fill the position in the same or a

lower classification. The Employer will be the sole judge of which positions shall be filled and whether an employee is qualified to fill another position within the bargaining unit.

C. Any employee who is laid off shall retain recall rights for a one (1) year period following the date of layoff. Employees shall be recalled in reverse order from that in which they were laid off.

D. Employees on lay-off status will have the right to bid on open positions along with the working members of the unit. Seniority shall prevail in the bidding process, except in cases of recall where an employee on lay-off status is recalled to the position from which s/he was laid off.

E. Employees on layoff status who refuse recall to a unit position shall invalidate their recall rights immediately upon their refusal.

F. Notices of recall will be sent to the employee's address of record in the Human Resources Department. Employees are responsible for keeping their addresses up to date.

G. Recall notices will be sent by certified mail and employees must respond to recall notice within five (5) calendar days of receipt. Employees must be ready to return to work upon the day specified in the notice. If an employee does not respond within the stated period or fails to return to work on the specified date, the employee invalidates all his/her recall rights and shall be considered to have voluntarily separated himself/herself from any employment eligibility with the Town under this Agreement.

H. Under the parties' collective bargaining agreement, the lay-off, bumping, and recalling of employees to their former positions is governed by seniority, which shall be defined as an employee's length of continuous full-time service into a position covered by the AFSCME bargaining unit. Adhering to this provision, the parties agree that:

- i. Full-time service is recognized as working 35 hours or more each week;
- ii. No seniority will be granted for any period of part-time employment with the Town. However, effective upon ratification of this agreement, any

member with part-time service as a member of the AFSCME bargaining unit shall have such service pro-rated and his/her seniority date adjusted accordingly;

- iii. No seniority will be granted to employees who worked for the Braintree Electric Light Department or the School Department;
- iv. Side letters of agreement with individual employees that conflict with the terms of the collective bargaining agreement will not be recognized or alter an employee's seniority under the collective bargaining agreement;
- v. Buying back of creditable service for purposes of retirement does not alter an employee's seniority under the collective bargaining agreement;
- vi. Any benefit granted by the Town's Personnel By-laws or Policies which were not collectively bargaining with the Union will not be recognized or alter an employee's seniority under the collective bargaining agreement;
- vii. No "bridging" of service is allowed, as only continuous, uninterrupted, full-time employment in a position within the AFSCME bargaining unit, excluding the Braintree Electric Light Department and the School Department, will be considered for purposes of seniority; and
- viii. No credit is given for temporary or "casual" employment with the Town.
- ix. An employee's right of recall shall only apply to an open position within the same classification and job title that the employee held at the time of lay-off. For example, if a vacancy shall occur in a W3 Heavy Motor Equipment Operator position, an employee who formerly held the position of W3 Senior Building Custodian shall have no right of recall.
- x. If an employee is bumped from his/her position and that position subsequently becomes vacant, the employee who was bumped has a right to be recalled to his/her former position.
- xi. Employees who bump into another position shall assume the grade and step of the person bumped from the position.
- xii. For purposes of recall, the parties will maintain a list of those employees identifying those who will exercise their rights to bump into another position and those who are laid off and the position from which the employee is laid off.
- xiii. It is the responsibility of every employee who is laid off to provide the Town's Human Resources Department with an updated address and contact information for purposes of receiving recall notices.
- xiv. If an employee is laid off and subsequently recalled to his/her former position, the recalled employee's seniority date shall be adjusted upon recall to reflect the employee's original date of hire less the period of time that the employee was laid off.

ARTICLE XXI

Savings Clause

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.

Both parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after free exercise of such rights and opportunities. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right to bargain collectively, and each agrees that the other shall not be obliged to do so with regard to any subject or matter referred to or covered in this Agreement.

The provisions of this Article notwithstanding, the parties may, by mutual agreement, upon request of one or both parties, reopen negotiations on the provisions of this Agreement prior to the expiration date of this Agreement.

ARTICLE XXII

Appropriation by the Town Council

This Agreement is subject to sufficient funds being appropriated by the Town Council to implement its terms pursuant to General Laws, Chapter 150E, section 7.

The full terms and conditions of this Agreement become effective following the vote of the Town Council authorizing the necessary appropriations to implement its terms.

ARTICLE XXIII

Stability of Agreement

No amendment, alteration or variation of the terms or provisions of this Agreement shall be considered as a waiver or relinquishment of the right of the Employer or of the Union to

future performance of any such term or provision, and the obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE XXIV

Duration

This Agreement shall become effective on July 1, 2016 and shall expire at midnight on June 30, 2019.

The parties agree that, upon demand or either party, they shall commence negotiations for a successor Agreement not later than one hundred twenty (120) calendar days prior to the expiration of this Agreement.

If either party to this Agreement sends a notice to the other party that they wish to commence negotiations, the Agreement will be considered to be automatically renewed for another year.

It is clearly understood by the parties that unless the Agreement either has been extended by mutual written agreement or extended by the foregoing provision, the contract is null and void.

ARTICLE XXV

WAGES

The Wage Schedules attached hereto as Appendix A-2 are amended to reflect the following wage increases:

FY2017 = 2%
FY2018 = 2 1/2%
FY2019 = 2 1/2%

ARTICLE XXVI

DISCIPLINARY PROCEDURE

When an employee is subjected to potential discipline, said employee may be progressively disciplined according to the following formula:

1. Documented Verbal Warning. (May be Repeated)
2. Written Warning. (May be Repeated)
3. Suspension. (May be Repeated)
4. Termination.

Although the Town shall endeavor to follow the principles of progressive discipline, the Town may choose not to follow the above formula where an employee's misconduct is so severe that doing so would be deemed unreasonable. Examples of such misconduct where the Town may choose not to follow the principle of progressive discipline shall include, but shall not be limited to, the following:

1. Assault or other violent behavior;
2. Theft;
3. Falsification of Records;
4. Intentional or malicious damage to Town property;
5. Violation of the drug and alcohol policy.

ARTICLE XXVII

DIRECT DEPOSIT

Effective the date of ratification of this Agreement (April 2, 2014), all employees shall have their pay direct deposited to the financial institution of their choosing.

ARTICLE XXVIII

BI-WEEKLY PAY

The Town shall provide the Union with at least 60 days advance notice of the date in which they plan to begin paying employees on a bi-weekly basis. For the first workweek that employees will go without pay following implementation of the bi-weekly pay schedule, the Town shall provide employees, upon their individual request, with an "advance payment." In the event that an employee makes such a request, the advance payment shall be deducted from that employee's paycheck the following week.

ARTICLE XXIX

PRIOR EMPLOYMENT IN THE TOWN OF BRAINTREE

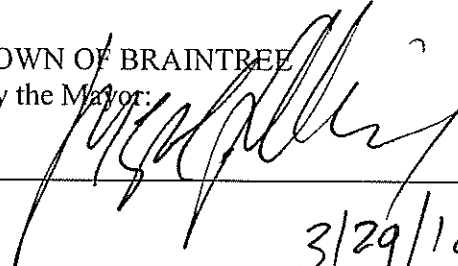
Any Town of Braintree employee who becomes a member of the bargaining unit may carry over their service time for the purposes of sick and vacation accrual and longevity. There shall be no longevity except as stated under Article XIII after 7/1/17.

ARTICLE XXX

LICENSE SUSPENSION NOTIFICATION TO TOWN

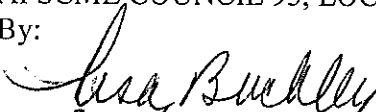
Employees requiring a Driver's or Commercial Driver's License who have their license(s) suspended while on or off duty, are required to notify the Human Resources Director at (781) 794-8264 or the Chief of Staff/Director of Operations at (781) 794-8110 before the beginning of their next shift.

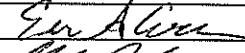
TOWN OF BRAINTREE
By the Mayor:

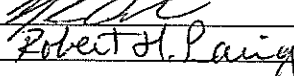


3/29/18

AFSCME COUNCIL 93, LOCAL 1395
By:







Robert H. Paing 3/12/18

Approved as to form:



Lisa S. Maki, Town Solicitor

APPENDIX A-1
Job Titles and Classifications

Classifications	Job Title
S6	Principal Clerk/Assessors Principal Clerk/Police Volunteer Coordinator/DEA
S7	Principal Clerk/Accounting Principal Clerk/Registration Clerk/Town Clerk
S8	Principal Cash Clerk/Treasurer-Collector Principal Cash Clerk/Water & Sewer Outreach Coordinator/DEA Scheduling Coordinator/Building Administrative Secretary/Health
S10	Civilian Dispatcher
S12	Administrative Cash Clerk/Park/Recreation Library Secretary
S14	Payroll/Procurement Supervisor/Accounting Senior Engineering Aide/Engineering Office Clerk/Bookkeeper/Highway & Grounds Billing Analyst/Water & Sewer
S17	Junior Civil Engineer/Engineering
W1	Laborer
W2	Laborer
W3	Motor Equipment Operator(MEO) Senior Building Custodian Heavy Motor Equipment Operator(HMEO) Gatekeeper/Compost Site Elder Affairs Van Driver
W4	Working Foreman
W5	Working Foreman Special Heavy Motor Equipment Operator(SHMEO) Motor Equipment Repairman
W6	Working Foreman
W7	Working Foreman Master Mechanic Special Heavy Motor Equipment Operator(SHMEO)/Welder Animal Control Officer

New Positions: The Town proposed creating four new positions to be primarily assigned to the Facilities and Equipment Maintenance Division: two carpenters at the W-4 grade, one journeyman electrician at the W-5 grade and one journeyman plumber at the W-5 grade, with all four positions being required to possess a Class B CDL License. The Town proposed filling these positions at a later date, when finances allow. When the Town decides to implement these positions, the parties agree to meet to bargain the job descriptions, grades and requirements of these positions.

APPENDIX A-2

AFSCME
FY2017

Grade		A	B ₁	C	D	E	HRS/WK
S-3	H	\$ 18.70	\$ 19.22	\$ 19.77	\$ 20.17	\$ 20.76	35
	W	\$ 654.50	\$ 672.70	\$ 691.95	\$ 705.95	\$ 726.60	
	A	\$ 34,034.00	\$ 34,980.40	\$ 35,981.40	\$ 36,709.40	\$ 37,783.20	
S-4	H	\$ 19.22	\$ 19.77	\$ 20.17	\$ 20.69	\$ 21.32	35
	W	\$ 672.70	\$ 691.95	\$ 705.95	\$ 724.15	\$ 746.20	
	A	\$ 34,980.40	\$ 35,981.40	\$ 36,709.40	\$ 37,655.80	\$ 38,802.40	
S-5	H	\$ 19.77	\$ 20.17	\$ 20.69	\$ 21.36	\$ 22.03	35
	W	\$ 691.95	\$ 705.95	\$ 724.15	\$ 747.60	\$ 771.05	
	A	\$ 35,981.40	\$ 36,709.40	\$ 37,655.80	\$ 38,875.20	\$ 40,094.60	
S-6	H	\$ 20.17	\$ 20.69	\$ 21.36	\$ 21.99	\$ 22.64	35
	W	\$ 705.95	\$ 724.15	\$ 747.60	\$ 769.65	\$ 792.40	
	A	\$ 36,709.40	\$ 37,655.80	\$ 38,875.20	\$ 40,021.80	\$ 41,204.80	
S-7	H	\$ 20.69	\$ 21.36	\$ 21.99	\$ 22.65	\$ 23.32	35
	W	\$ 724.15	\$ 747.60	\$ 769.65	\$ 792.75	\$ 816.20	
	A	\$ 37,655.80	\$ 38,875.20	\$ 40,021.80	\$ 41,223.00	\$ 42,442.40	
S-8	H	\$ 21.36	\$ 21.99	\$ 22.65	\$ 23.40	\$ 24.10	35
	W	\$ 747.60	\$ 769.65	\$ 792.75	\$ 819.00	\$ 843.50	
	A	\$ 38,875.20	\$ 40,021.80	\$ 41,223.00	\$ 42,588.00	\$ 43,862.00	
S-8	H	\$ 21.36	\$ 21.99	\$ 22.65	\$ 23.40	\$ 24.10	37.5
	W	\$ 801.00	\$ 824.63	\$ 849.38	\$ 877.50	\$ 903.75	
	A	\$ 41,652.00	\$ 42,880.50	\$ 44,167.50	\$ 45,630.00	\$ 46,995.00	
S-9	H	\$ 21.36	\$ 21.99	\$ 22.65	\$ 23.40	\$ 24.10	35
	W	\$ 747.60	\$ 769.65	\$ 792.75	\$ 819.00	\$ 843.50	
	A	\$ 38,875.20	\$ 40,021.80	\$ 41,223.00	\$ 42,588.00	\$ 43,862.00	
S-10	H	\$ 21.99	\$ 22.65	\$ 23.40	\$ 24.10	\$ 24.80	35
	W	\$ 769.65	\$ 792.75	\$ 819.00	\$ 843.50	\$ 868.00	
	A	\$ 40,021.80	\$ 41,223.00	\$ 42,588.00	\$ 43,862.00	\$ 45,136.00	
S-10	H	\$ 21.99	\$ 22.65	\$ 23.40	\$ 24.10	\$ 24.80	37.5
	W	\$ 824.63	\$ 849.38	\$ 877.50	\$ 903.75	\$ 930.00	
	A	\$ 42,880.50	\$ 44,167.50	\$ 45,630.00	\$ 46,995.00	\$ 48,360.00	
S-11	H	\$ 22.65	\$ 23.40	\$ 24.10	\$ 24.80	\$ 25.56	35
	W	\$ 792.75	\$ 819.00	\$ 843.50	\$ 868.00	\$ 894.60	

	A	\$ 41,223.00	\$ 42,588.00	\$ 43,862.00	\$ 45,136.00	\$ 46,519.20	
S-12	H	\$ 23.40	\$ 24.10	\$ 24.80	\$ 25.56	\$ 26.42	35
	W	\$ 819.00	\$ 843.50	\$ 868.00	\$ 894.60	\$ 924.70	
	A	\$ 42,588.00	\$ 43,862.00	\$ 45,136.00	\$ 46,519.20	\$ 48,084.40	
S-14	H	\$ 24.02	\$ 24.78	\$ 25.61	\$ 26.42	\$ 27.24	37.5
	W	\$ 900.75	\$ 929.25	\$ 960.38	\$ 990.75	\$ 1,021.50	
	A	\$ 46,839.00	\$ 48,321.00	\$ 49,939.50	\$ 51,519.00	\$ 53,118.00	
S-14	H	\$ 24.02	\$ 24.78	\$ 25.61	\$ 26.42	\$ 27.24	35
	W	\$ 840.70	\$ 867.30	\$ 896.35	\$ 924.70	\$ 953.40	
	A	\$ 43,716.40	\$ 45,099.60	\$ 46,610.20	\$ 48,084.40	\$ 49,576.80	
S-16	H	\$ 25.61	\$ 26.42	\$ 27.27	\$ 28.16	\$ 29.03	35
	W	\$ 896.35	\$ 924.70	\$ 954.45	\$ 985.60	\$ 1,016.05	
	A	\$ 46,610.20	\$ 48,084.40	\$ 49,631.40	\$ 51,251.20	\$ 52,834.60	
S-17	H	\$ 26.58	\$ 27.46	\$ 28.23	\$ 29.25	\$ 30.14	37.5
	W	\$ 996.75	\$ 1,029.75	\$ 1,058.63	\$ 1,096.88	\$ 1,130.25	
	A	\$ 51,831.00	\$ 53,547.00	\$ 55,048.50	\$ 57,037.50	\$ 58,773.00	
S-19	H	\$ 29.95	\$ 30.86	\$ 31.76	\$ 32.57	\$ 33.53	37.5
	W	\$ 1,123.13	\$ 1,157.25	\$ 1,191.00	\$ 1,221.38	\$ 1,257.38	
	A	\$ 58,402.50	\$ 60,177.00	\$ 61,932.00	\$ 63,511.50	\$ 65,383.50	
S-20	H	\$ 30.86	\$ 31.76	\$ 32.57	\$ 33.53	\$ 34.41	37.5
	W	\$ 1,157.25	\$ 1,191.00	\$ 1,221.38	\$ 1,257.38	\$ 1,290.38	
	A	\$ 60,177.00	\$ 61,932.00	\$ 63,511.50	\$ 65,383.50	\$ 67,099.50	
S-20	H	\$ 30.86	\$ 31.76	\$ 32.57	\$ 33.53	\$ 34.41	35
	W	\$ 1,080.10	\$ 1,111.60	\$ 1,139.95	\$ 1,173.55	\$ 1,204.35	
	A	\$ 56,165.20	\$ 57,803.20	\$ 59,277.40	\$ 61,024.60	\$ 62,626.20	
W-1	H	\$ 19.77	\$ 20.40	\$ 21.08	\$ -	\$ -	40
	W	\$ 790.80	\$ 816.00	\$ 843.20	\$ -	\$ -	
	A	\$ 41,121.60	\$ 42,432.00	\$ 43,846.40	\$ -	\$ -	
W-2	H	\$ 20.40	\$ 21.08	\$ 21.75			40
	W	\$ 816.00	\$ 843.20	\$ 870.00			
	A	\$ 42,432.00	\$ 43,846.40	\$ 45,240.00			
W-3	H	\$ 21.08	\$ 21.75	\$ 22.50			40
	W	\$ 843.20	\$ 870.00	\$ 900.00			
	A	\$ 43,846.40	\$ 45,240.00	\$ 46,800.00			
W-4	H	\$ 21.75	\$ 22.50	\$ 23.43			40

	W	\$ 870.00	\$ 900.00	\$ 937.20	
	A	\$ 45,240.00	\$ 46,800.00	\$ 48,734.40	
W-5	H	\$ 22.50	\$ 23.43	\$ 24.37	40
	W	\$ 900.00	\$ 937.20	\$ 974.80	
	A	\$ 46,800.00	\$ 48,734.40	\$ 50,689.60	
W-6	H	\$ 23.69	\$ 24.69	\$ 25.76	40
	W	\$ 947.60	\$ 987.60	\$ 1,030.40	
	A	\$ 49,275.20	\$ 51,355.20	\$ 53,580.80	
W-7	H	\$ 24.69	\$ 25.76	\$ 26.66	40
	W	\$ 987.60	\$ 1,030.40	\$ 1,066.40	
	A	\$ 51,355.20	\$ 53,580.80	\$ 55,452.80	

AFSCME
FY2018

Grade		A	B	C	D	E	HRS/WK
S-3	H	\$ 19.17	\$ 19.70	\$ 20.26	\$ 20.67	\$ 21.28	35
	W	\$ 670.95	\$ 689.50	\$ 709.10	\$ 723.45	\$ 744.80	
	A	\$ 34,889.40	\$ 35,854.00	\$ 36,873.20	\$ 37,619.40	\$ 38,729.60	
S-4	H	\$ 19.70	\$ 20.26	\$ 20.67	\$ 21.21	\$ 21.85	35
	W	\$ 689.50	\$ 709.10	\$ 723.45	\$ 742.35	\$ 764.75	
	A	\$ 35,854.00	\$ 36,873.20	\$ 37,619.40	\$ 38,602.20	\$ 39,767.00	
S-5	H	\$ 20.26	\$ 20.67	\$ 21.21	\$ 21.89	\$ 22.58	35
	W	\$ 709.10	\$ 723.45	\$ 742.35	\$ 766.15	\$ 790.30	
	A	\$ 36,873.20	\$ 37,619.40	\$ 38,602.20	\$ 39,839.80	\$ 41,095.60	
S-6	H	\$ 20.67	\$ 21.21	\$ 21.89	\$ 22.54	\$ 23.21	35
	W	\$ 723.45	\$ 742.35	\$ 766.15	\$ 788.90	\$ 812.35	
	A	\$ 37,619.40	\$ 38,602.20	\$ 39,839.80	\$ 41,022.80	\$ 42,242.20	
S-7	H	\$ 21.21	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.90	35
	W	\$ 742.35	\$ 766.15	\$ 788.90	\$ 812.70	\$ 836.50	
	A	\$ 38,602.20	\$ 39,839.80	\$ 41,022.80	\$ 42,260.40	\$ 43,498.00	
S-8	H	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.99	\$ 24.70	35
	W	\$ 766.15	\$ 788.90	\$ 812.70	\$ 839.65	\$ 864.50	
	A	\$ 39,839.80	\$ 41,022.80	\$ 42,260.40	\$ 43,661.80	\$ 44,954.00	
S-8	H	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.99	\$ 24.70	37.5
	W	\$ 820.88	\$ 845.25	\$ 870.75	\$ 899.63	\$ 926.25	
	A	\$ 42,685.50	\$ 43,953.00	\$ 45,279.00	\$ 46,780.50	\$ 48,165.00	
S-9	H	\$ 21.89	\$ 22.54	\$ 23.22	\$ 23.99	\$ 24.70	35
	W	\$ 766.15	\$ 788.90	\$ 812.70	\$ 839.65	\$ 864.50	
	A	\$ 39,839.80	\$ 41,022.80	\$ 42,260.40	\$ 43,661.80	\$ 44,954.00	
S-10	H	\$ 22.54	\$ 23.22	\$ 23.99	\$ 24.70	\$ 25.42	35
	W	\$ 788.90	\$ 812.70	\$ 839.65	\$ 864.50	\$ 889.70	
	A	\$ 41,022.80	\$ 42,260.40	\$ 43,661.80	\$ 44,954.00	\$ 46,264.40	
S-10	H	\$ 22.54	\$ 23.22	\$ 23.99	\$ 24.70	\$ 25.42	37.5
	W	\$ 845.25	\$ 870.75	\$ 899.63	\$ 926.25	\$ 953.25	
	A	\$ 43,953.00	\$ 45,279.00	\$ 46,780.50	\$ 48,165.00	\$ 49,569.00	
S-11	H	\$ 23.22	\$ 23.99	\$ 24.70	\$ 25.42	\$ 26.20	35
	W	\$ 812.70	\$ 839.65	\$ 864.50	\$ 889.70	\$ 917.00	

	A	\$ 42,260.40	\$ 43,661.80	\$ 44,954.00	\$ 46,264.40	\$ 47,684.00	
S-12	H	\$ 23.99	\$ 24.70	\$ 25.42	\$ 26.20	\$ 27.08	35
	W	\$ 839.65	\$ 864.50	\$ 889.70	\$ 917.00	\$ 947.80	
	A	\$ 43,661.80	\$ 44,954.00	\$ 46,264.40	\$ 47,684.00	\$ 49,285.60	
S-14	H	\$ 24.62	\$ 25.40	\$ 26.25	\$ 27.08	\$ 27.92	37.5
	W	\$ 923.25	\$ 952.50	\$ 984.38	\$ 1,015.50	\$ 1,047.00	
	A	\$ 48,009.00	\$ 49,530.00	\$ 51,187.50	\$ 52,806.00	\$ 54,444.00	
S-14	H	\$ 24.62	\$ 25.40	\$ 26.25	\$ 27.08	\$ 27.92	35
	W	\$ 861.70	\$ 889.00	\$ 918.75	\$ 947.80	\$ 977.20	
	A	\$ 44,808.40	\$ 46,228.00	\$ 47,775.00	\$ 49,285.60	\$ 50,814.40	
S-16	H	\$ 26.25	\$ 27.08	\$ 27.95	\$ 28.86	\$ 29.76	35
	W	\$ 918.75	\$ 947.80	\$ 978.25	\$ 1,010.10	\$ 1,041.60	
	A	\$ 47,775.00	\$ 49,285.60	\$ 50,869.00	\$ 52,525.20	\$ 54,163.20	
S-17	H	\$ 27.24	\$ 28.15	\$ 28.94	\$ 29.98	\$ 30.89	37.5
	W	\$ 1,021.50	\$ 1,055.63	\$ 1,085.25	\$ 1,124.25	\$ 1,158.38	
	A	\$ 53,118.00	\$ 54,892.50	\$ 56,433.00	\$ 58,461.00	\$ 60,235.50	
S-19	H	\$ 30.70	\$ 31.63	\$ 32.55	\$ 33.38	\$ 34.37	37.5
	W	\$ 1,151.25	\$ 1,186.13	\$ 1,220.63	\$ 1,251.75	\$ 1,288.88	
	A	\$ 59,865.00	\$ 61,678.50	\$ 63,472.50	\$ 65,091.00	\$ 67,021.50	
S-20	H	\$ 31.63	\$ 32.55	\$ 33.38	\$ 34.37	\$ 35.27	37.5
	W	\$ 1,186.13	\$ 1,220.63	\$ 1,251.75	\$ 1,288.88	\$ 1,322.63	
	A	\$ 61,678.50	\$ 63,472.50	\$ 65,091.00	\$ 67,021.50	\$ 68,776.50	
S-20	H	\$ 31.63	\$ 32.55	\$ 33.38	\$ 34.37	\$ 35.27	35
	W	\$ 1,107.05	\$ 1,139.25	\$ 1,168.30	\$ 1,202.95	\$ 1,234.45	
	A	\$ 57,566.60	\$ 59,241.00	\$ 60,751.60	\$ 62,553.40	\$ 64,191.40	
					after 10 years		
W-1	H	\$ 20.26	\$ 20.91	\$ 21.61	\$ 22.15		40
	W	\$ 810.40	\$ 836.40	\$ 864.40	\$ 886.00		
	A	\$ 42,140.80	\$ 43,492.80	\$ 44,948.80	\$ 46,072.00		
W-2	H	\$ 20.91	\$ 21.61	\$ 22.29	\$ 22.85		40
	W	\$ 836.40	\$ 864.40	\$ 891.60	\$ 914.00		
	A	\$ 43,492.80	\$ 44,948.80	\$ 46,363.20	\$ 47,528.00		
W-3	H	\$ 21.61	\$ 22.29	\$ 23.06	\$ 23.64		40
	W	\$ 864.40	\$ 891.60	\$ 922.40	\$ 945.60		
	A	\$ 44,948.80	\$ 46,363.20	\$ 47,964.80	\$ 49,171.20		
W-4	H	\$ 22.29	\$ 23.06	\$ 24.02	\$ 24.62		40

	W	\$ 891.60	\$ 922.40	\$ 960.80	\$ 984.80	
	A	\$ 46,363.20	\$ 47,964.80	\$ 49,961.60	\$ 51,209.60	
W-5	H	\$ 23.06	\$ 24.02	\$ 24.98	\$ 25.60	40
	W	\$ 922.40	\$ 960.80	\$ 999.20	\$ 1,024.00	
	A	\$ 47,964.80	\$ 49,961.60	\$ 51,958.40	\$ 53,248.00	
W-6	H	\$ 24.28	\$ 25.31	\$ 26.40	\$ 27.06	40
	W	\$ 971.20	\$ 1,012.40	\$ 1,056.00	\$ 1,082.40	
	A	\$ 50,502.40	\$ 52,644.80	\$ 54,912.00	\$ 56,284.80	
W-7	H	\$ 25.31	\$ 26.40	\$ 27.33	\$ 28.01	40
	W	\$ 1,012.40	\$ 1,056.00	\$ 1,093.20	\$ 1,120.40	
	A	\$ 52,644.80	\$ 54,912.00	\$ 56,846.40	\$ 58,260.80	

AFSCME
FY2019

Grade		A	B	C	D	E	HRS/WK
S-3	H	\$ 19.65	\$ 20.19	\$ 20.77	\$ 21.19	\$ 21.81	35
	W	\$ 687.75	\$ 706.65	\$ 726.95	\$ 741.65	\$ 763.35	
	A	\$ 35,763.00	\$ 36,745.80	\$ 37,801.40	\$ 38,565.80	\$ 39,694.20	
S-4	H	\$ 20.19	\$ 20.77	\$ 21.19	\$ 21.74	\$ 22.40	35
	W	\$ 706.65	\$ 726.95	\$ 741.65	\$ 760.90	\$ 784.00	
	A	\$ 36,745.80	\$ 37,801.40	\$ 38,565.80	\$ 39,566.80	\$ 40,768.00	
S-5	H	\$ 20.77	\$ 21.19	\$ 21.74	\$ 22.44	\$ 23.14	35
	W	\$ 726.95	\$ 741.65	\$ 760.90	\$ 785.40	\$ 809.90	
	A	\$ 37,801.40	\$ 38,565.80	\$ 39,566.80	\$ 40,840.80	\$ 42,114.80	
S-6	H	\$ 21.19	\$ 21.74	\$ 22.44	\$ 23.10	\$ 23.79	35
	W	\$ 741.65	\$ 760.90	\$ 785.40	\$ 808.50	\$ 832.65	
	A	\$ 38,565.80	\$ 39,566.80	\$ 40,840.80	\$ 42,042.00	\$ 43,297.80	
S-7	H	\$ 21.74	\$ 22.44	\$ 23.10	\$ 23.80	\$ 24.50	35
	W	\$ 760.90	\$ 785.40	\$ 808.50	\$ 833.00	\$ 857.50	
	A	\$ 39,566.80	\$ 40,840.80	\$ 42,042.00	\$ 43,316.00	\$ 44,590.00	
S-8	H	\$ 22.44	\$ 23.10	\$ 23.80	\$ 24.59	\$ 25.32	35
	W	\$ 785.40	\$ 808.50	\$ 833.00	\$ 860.65	\$ 886.20	
	A	\$ 40,840.80	\$ 42,042.00	\$ 43,316.00	\$ 44,753.80	\$ 46,082.40	
S-8	H	\$ 22.44	\$ 23.10	\$ 23.80	\$ 24.59	\$ 25.32	37.5
	W	\$ 841.50	\$ 866.25	\$ 892.50	\$ 922.13	\$ 949.50	
	A	\$ 43,758.00	\$ 45,045.00	\$ 46,410.00	\$ 47,950.50	\$ 49,374.00	
S-9	H	\$ 22.44	\$ 23.10	\$ 23.80	\$ 24.59	\$ 25.32	35
	W	\$ 785.40	\$ 808.50	\$ 833.00	\$ 860.65	\$ 886.20	
	A	\$ 40,840.80	\$ 42,042.00	\$ 43,316.00	\$ 44,753.80	\$ 46,082.40	
S-10	H	\$ 23.10	\$ 23.80	\$ 24.59	\$ 25.32	\$ 26.06	35
	W	\$ 808.50	\$ 833.00	\$ 860.65	\$ 886.20	\$ 912.10	
	A	\$ 42,042.00	\$ 43,316.00	\$ 44,753.80	\$ 46,082.40	\$ 47,429.20	
S-10	H	\$ 23.10	\$ 23.80	\$ 24.59	\$ 25.32	\$ 26.06	37.5
	W	\$ 866.25	\$ 892.50	\$ 922.13	\$ 949.50	\$ 977.25	
	A	\$ 45,045.00	\$ 46,410.00	\$ 47,950.50	\$ 49,374.00	\$ 50,817.00	
S-11	H	\$ 23.80	\$ 24.59	\$ 25.32	\$ 26.06	\$ 26.86	35
	W	\$ 833.00	\$ 860.65	\$ 886.20	\$ 912.10	\$ 940.10	

	A	\$ 43,316.00	\$ 44,753.80	\$ 46,082.40	\$ 47,429.20	\$ 48,885.20	
S-12	H	\$ 24.59	\$ 25.32	\$ 26.06	\$ 26.86	\$ 27.76	35
	W	\$ 860.65	\$ 886.20	\$ 912.10	\$ 940.10	\$ 971.60	
	A	\$ 44,753.80	\$ 46,082.40	\$ 47,429.20	\$ 48,885.20	\$ 50,523.20	
S-14	H	\$ 25.24	\$ 26.04	\$ 26.91	\$ 27.76	\$ 28.62	37.5
	W	\$ 946.50	\$ 976.50	\$ 1,009.13	\$ 1,041.00	\$ 1,073.25	
	A	\$ 49,218.00	\$ 50,778.00	\$ 52,474.50	\$ 54,132.00	\$ 55,809.00	
S-14	H	\$ 25.24	\$ 26.04	\$ 26.91	\$ 27.76	\$ 28.62	35
	W	\$ 883.40	\$ 911.40	\$ 941.85	\$ 971.60	\$ 1,001.70	
	A	\$ 45,936.80	\$ 47,392.80	\$ 48,976.20	\$ 50,523.20	\$ 52,088.40	
S-16	H	\$ 26.91	\$ 27.76	\$ 28.65	\$ 29.58	\$ 30.50	35
	W	\$ 941.85	\$ 971.60	\$ 1,002.75	\$ 1,035.30	\$ 1,067.50	
	A	\$ 48,976.20	\$ 50,523.20	\$ 52,143.00	\$ 53,835.60	\$ 55,510.00	
S-17	H	\$ 27.92	\$ 28.85	\$ 29.66	\$ 30.73	\$ 31.66	37.5
	W	\$ 1,047.00	\$ 1,081.88	\$ 1,112.25	\$ 1,152.38	\$ 1,187.25	
	A	\$ 54,444.00	\$ 56,257.50	\$ 57,837.00	\$ 59,923.50	\$ 61,737.00	
S-19	H	\$ 31.47	\$ 32.42	\$ 33.36	\$ 34.21	\$ 35.23	37.5
	W	\$ 1,180.13	\$ 1,215.75	\$ 1,251.00	\$ 1,282.88	\$ 1,321.13	
	A	\$ 61,366.50	\$ 63,219.00	\$ 65,052.00	\$ 66,709.50	\$ 68,698.50	
S-20	H	\$ 32.42	\$ 33.36	\$ 34.21	\$ 35.23	\$ 36.15	37.5
	W	\$ 1,215.75	\$ 1,251.00	\$ 1,282.88	\$ 1,321.13	\$ 1,355.63	
	A	\$ 63,219.00	\$ 65,052.00	\$ 66,709.50	\$ 68,698.50	\$ 70,492.50	
S-20	H	\$ 32.42	\$ 33.36	\$ 34.21	\$ 35.23	\$ 36.15	35
	W	\$ 1,134.70	\$ 1,167.60	\$ 1,197.35	\$ 1,233.05	\$ 1,265.25	
	A	\$ 59,004.40	\$ 60,715.20	\$ 62,262.20	\$ 64,118.60	\$ 65,793.00	
							After 10 years
W-1	H	\$ 20.77	\$ 21.43	\$ 22.15	\$ 22.70		40
	W	\$ 830.80	\$ 857.20	\$ 886.00	\$ 908.00		
	A	\$ 43,201.60	\$ 44,574.40	\$ 46,072.00	\$ 47,216.00		
W-2	H	\$ 21.43	\$ 22.15	\$ 22.85	\$ 23.42		40
	W	\$ 857.20	\$ 886.00	\$ 914.00	\$ 936.80		
	A	\$ 44,574.40	\$ 46,072.00	\$ 47,528.00	\$ 48,713.60		
W-3	H	\$ 22.15	\$ 22.85	\$ 23.64	\$ 24.23		40
	W	\$ 886.00	\$ 914.00	\$ 945.60	\$ 969.20		
	A	\$ 46,072.00	\$ 47,528.00	\$ 49,171.20	\$ 50,398.40		
W-4	H	\$ 22.85	\$ 23.64	\$ 24.62	\$ 25.24		40

	W	\$ 914.00	\$ 945.60	\$ 984.80	\$ 1,009.60	
	A	\$ 47,528.00	\$ 49,171.20	\$ 51,209.60	\$ 52,499.20	
W-5	H	\$ 23.64	\$ 24.62	\$ 25.60	\$ 26.24	40
	W	\$ 945.60	\$ 984.80	\$ 1,024.00	\$ 1,049.60	
	A	\$ 49,171.20	\$ 51,209.60	\$ 53,248.00	\$ 54,579.20	
W-6	H	\$ 24.89	\$ 25.94	\$ 27.06	\$ 27.74	40
	W	\$ 995.60	\$ 1,037.60	\$ 1,082.40	\$ 1,109.60	
	A	\$ 51,771.20	\$ 53,955.20	\$ 56,284.80	\$ 57,699.20	
W-7	H	\$ 25.94	\$ 27.06	\$ 28.01	\$ 28.71	40
	W	\$ 1,037.60	\$ 1,082.40	\$ 1,120.40	\$ 1,148.40	
	A	\$ 53,955.20	\$ 56,284.80	\$ 58,260.80	\$ 59,716.80	

APPENDIX B

MEMORANDUM OF UNDERSTANDING

The Town of Braintree and AFSCME Local 1395 agree that the definitions included in this Agreement are classified as Hazardous or Unpleasant Work in accordance with Article XI – Safety, Section 11.03.

These definitions were derived by action of the Joint Labor/Management Committee appointed under the provisions of paragraph two (2) of that section.

These definitions are:

1. Performing work in trenches, pits or excavations at a depth of six (6) feet or more.
2. Spreading sand on sidewalks or streets from a work position on top of a sand load on a moving vehicle.
3. Cleaning wet wells at pumping stations.
4. Working in manholes at a depth of six (6) feet or more
5. Working with combustion motor or electrically driven chainsaws during snow, ice or heavy rain weather conditions during assigned work.
6. Repairing asbestos pipes.

APPENDIX C-1

OPTION 2 Co-Pays

FY11

Network Blue	
Office Visits	\$15
Specialists Visits	\$25
Emergency Room Visits	\$75
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$10/\$20/\$35
Prescription Drugs - Mail Order	\$20/\$40/\$70
Blue Care Elect Preferred	
Office Visits	\$20
Specialists Visits	\$20
Emergency Room Visits	\$100
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$10/\$20/\$35
Prescription Drugs - Mail Order	\$20/\$40/\$70
Harvard Pilgrim Health Care	
Office Visits	\$15
Specialists Visits	\$25
Emergency Room Visits	\$75
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$10/\$20/\$35
Prescription Drugs - Mail Order	\$20/\$40/\$70

APPENDIX C-2

OPTION 2 Co-Pays

FY12

Network Blue	
Office Visits	\$20
Specialists Visits	\$30
Emergency Room Visits	\$75
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$25/\$45/\$75
Blue Care Elect Preferred	
Office Visits	\$25
Specialists Visits	\$25
Emergency Room Visits	\$100
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$25/\$45/\$75
Harvard Pilgrim Health Care	
Office Visits	\$20
Specialists Visits	\$30
Emergency Room Visits	\$75
High Tech Radiology Visits	\$0
Prescription Drugs - Retail	\$15/\$25/\$40
Prescription Drugs - Mail Order	\$25/\$45/\$75

APPENDIX D

TOWN OF BRAINTREE PERSONNEL POLICY & PROCEDURES FAMILY AND MEDICAL LEAVE ACT (FMLA)

BACKGROUND	In 1993, the Department of Labor issued regulations for the Family and Medical Leave Act. Final regulations were then issued and became effective in 1995. In November 2008 revised regulations were issued and became effective January 16, 2009. An expansion of FMLA was enacted in October 2009 and is effective currently.
PURPOSE	The purpose of this Act is to balance the demands of the workplace with the needs of families.
ELIGIBILITY	An employee who has been employed for at least 12 months and has worked at least 1,250 hours during that 12 month period.
ENTITLEMENT PERIOD	Eligible employees are entitled to use a total of twelve (12) weeks of leave within a twelve (12) month period or up to 26 weeks for certain military family leave. Leave entitlement is calculated on a rolling basis, measured backwards from the date the employee has last used FMLA leave. For example, if an employee takes four (4) weeks of FMLA leave on February 1, 2010, four (4) weeks of FMLA leave on July 1, 2010 and four (4) weeks of FMLA leave on September 1, 2010, this employee would not be entitled to any additional FMLA leave until February 1, 2012, when the employee would be entitled to four (4) weeks of leave. On July 1, 2012, the employee would be entitled to an additional four (4) weeks of leave, and so on.
KEY EMPLOYEES	Employers can deny reinstatement to salaried employees who are among the highest paid 10% of employees, if necessary, to prevent substantial and grievous economic injury to the employer.
REASONS FOR FMLA	Leave under FMLA must be granted for the following reasons: <ul style="list-style-type: none">• For birth of a son or daughter, and to care for the newborn child.• For placement with the employee of a son or daughter for adoption or foster care.• To care for the employee's spouse, son, daughter or a parent with a serious health condition.• Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job.• Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered

	<p>military member on active duty or called to active duty in a foreign country.</p> <ul style="list-style-type: none"> • To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter parent, or next of kin of the servicemember. It also expands to provide leave to family members of veterans with injuries or illnesses that were incurred or aggravated and manifested, in the line of duty during the preceding five years. <p>❖ <u>Definition of a serious health condition:</u> The term “serious health condition” means an illness, injury, impairment or physical or mental condition that involves:</p> <ol style="list-style-type: none"> a) Inpatient care in a hospital, hospice or residential medical care facility (or) any subsequent treatment in connection with such inpatient care, b) Continuous treatment by a health care provider which includes inability of the employee to work for three (3) or more days and have medical treatment on two (2) or more occasions.
ADVANCE NOTICE	The employee ordinarily must provide 30 days advance notice when the leave is foreseeable.
CERTIFICATION	<p>The employer will require that an employee’s leave to care for the employee’s covered family member with a serious health condition, or due to the employee’s own serious health condition that makes the employee unable to perform one or more of the employee’s essential functions of the employee’s position, be supported by a certification issued by the health care provider of the employee(Appendix B) or the employee’s family member(Appendix B). The employer also requires that an employee’s leave because of a qualifying exigency, call to active duty or to a foreign country(Appendix G), or to care for a covered servicemember or veteran with a serious injury or illness be supported by a certification(Appendix H). Certifications are attached. The certification form will be given to the employee within five business days of the notice of the need for leave. The employee must provide the requested certification to Human Resources within fifteen calendar days after the employer’s request, unless it is not practical under the particular circumstances to do so despite the employee’s diligent, good faith efforts or the employer provides more than fifteen calendar days to return the requested certification.</p> <p>The Town may require a second opinion, at the Town’s expense, in order to validate a certification from the employee’s or employee’s covered family member’s provider. If the employee’s or the employee’s covered family member’s provider and the Town’s medical</p>

	<p>provider's opinion differ, a third opinion may be sought. The third health care provider must be approved by both the employee and the Town and the cost shall be borne by the Town. The third opinion shall be final and binding.</p>
APPROVAL OF FMLA REQUEST	<p>The Human Resources Department or their designee must notify the employee within five (5) days of receipt of the request whether the FMLA leave has been approved (Appendix D and Appendix E).</p>
PAID/UNPAID LEAVE	<p>Unless otherwise provided in an applicable collective bargaining agreement, the Town of Braintree will require the employee to take accrued vacation, sick leave, personal or family sick leave. When all accrued time has been exhausted, the employee will go on an approved unpaid leave status.</p> <p>NOTE: The appropriate paid leave will be coded and charged simultaneously with the FMLA leave.</p>
INTERMITTENT OR REDUCED LEAVE	<p>Leave for the birth of a child or in order to care for the child, or for adoption or foster care of a child, shall not be taken intermittently or on a reduced leave schedule unless the employee and the employer agree otherwise. FMLA leave for a serious health condition for an employee or for a covered family member may be taken intermittently or on a reduced leave schedule when medically necessary.</p>
EMPLOYEE DESIGNATED FMLA	<p>When an employee notifies a Supervisor that he/she will be unable to come to work, the Supervisor should immediately refer the employee to the Human Resources Department. The Human Resources Department will determine, based on the information the employee's medical provider or the medical provider of the employee's covered family member provides, if they meet the criteria for FMLA, the absence will be so coded.</p> <p>EXAMPLE: Employee informs Supervisor he/she is unable to come to work for three (3) or more days due to a serious health condition and requests sick leave, both sick leave and FMLA will be simultaneously coded.</p>
RETURNING FROM FMLA	<p>The employee is entitled to return to the same or equivalent position upon return from FMLA protected leave. Prior to return, the employee will be required to provide medical certification that he/she can safely perform the essential functions of the position, with or without reasonable accommodations.</p>

*Any questions regarding this policy should be directed to the Human Resources Department.

Appendix E
Reorganization of Labor Force within the Highway and Grounds Division

(Begins next page)

Reorganization of Labor Force within Highways and Grounds Division
(Distributed October 22, 2010)

Current Grade & Number of Positions	Proposed Reorganization/ Number of Positions	Employees Frozen at Current Grade
Four W-1	One W-1 (at leaf compost site)	4
Eight W-2	Eliminate W-2; convert to W-3 w/ required licenses	2
Nine W-3	Fifteen W-3 (Class B CDL w/ air brake endorsement required)	
Five W-4	Eliminate W-4; convert to W-5 w/ required licenses	2
Three W-5	Six W-5 (Class B CDL w/ air brake endorsement, Hydraulics and catch basin cleaning endorsement required; pesticide license required to work at golf course; pesticide license also preferred for Highways and Grounds)	
Six W-6	Eliminate W-6, convert to Five W- 7 but become Working Foremen and must possess all licenses of lower classifications (will become six W-7 when unlicensed W-6 vacates position)	1

Positions are not automatically reclassified. Additional positions are created at higher classifications, and employees who possess required licenses are eligible to apply for the added positions. Anyone not possessing the licenses will be frozen at current grade, and when an incumbent vacates their position, the position will be eliminated to reflect the proposed complement of positions. No one is eligible to apply for higher position unless he/she obtains the license required for the position prior to applying for the position. July 1, 2011 implementation date allows employees who lack licenses time to obtain them.

Converting Highway and Grounds Foreman from W-6 to W-7 creates parity with Water and Sewer W-7 Foreman, but all W-7's are to become Working Foremen, who must be

capable of performing all of the duties of those they supervise and direct and must possess all of the licenses required of the lower classifications.

W-5 remains as is with CDL, Hydraulics, catch basin and pesticide licenses noted above. Catch Basin added to equipment operated by W-5 because Hydraulics license required (currently as W-3). Add to W-5 job description that if assigned to the golf course, must possess pesticide application license and if assigned to Highways and grounds, pesticide license preferred.)

Eliminate W-4 Working Foreman position. Current W-4s who possess licenses required for W-5 may bid on added W-5 positions; those W-4 positions that do not possess required licenses for W-5 are frozen as W-4, and when employee vacates, W-4 position eliminated.

W-3 remains as is with required CDL noted above.

W-2 position eliminated. Current W-2 who possesses licenses required for W-3 is eligible to bid on added W-3 positions. W-2's who do not possess required W-3 licenses remain frozen until license obtained, and when employee vacates, position eliminated.

W-1 position eliminated with the exception of the Gatekeeper at the leaf compost site. Upon Gatekeeper's retirement/resignation, this position will remain available for light duty assignment as needed. All other W-1's eligible to bid on added W-3 positions, if they possess required licenses. All other W-1's frozen; when employee vacates, position is eliminated.

All job descriptions to be amended to reflect licenses required and equipment to be operated. Human Resources Director and Labor force representative to develop job descriptions.

All job descriptions to state that the employee performs the duties of his/her assigned grade but also all of the duties of lower classifications.

Appendix F
Section 19 Agreement

(Begins next page)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF BRAINTREE
AND
BRAINTREE PUBLIC EMPLOYEE COMMITTEE**

(July 1, 2016 through June 30, 2019)

WHEREAS, the Town of Braintree, including the Braintree Public Schools ("Town"), currently provides health insurance benefits to its subscribers pursuant to M.G.L. c. 32B and,

WHEREAS, the Town, by a vote of its Town Council on September 25, 2008, elected to change health insurance benefits under M.G.L. c. 32B, § 19, as amended by Chapter 69 of the Acts of 2011, for the purpose of implementing changes in health insurance benefits it provides to its subscriber and,

WHEREAS, the parties agree that acceptance of M.G.L. c. 32B, § 19, is revoked as of June 30, 2019 unless a subsequent agreement is reached and,

WHEREAS, the Town and the Public Employee Committee ("PEC") are entering into this written agreement to accept plan design changes effective July 1, 2016 through, at a minimum, June 30, 2019 ("2016-2019 Agreement") and,

WHEREAS, the parties agree that they will attempt to negotiate a successor agreement through the process specified under M.G.L. c. 32B, § 19.

NOW THEREFORE, the Town and the PEC agree as follows:

Purpose of Agreement

1. The purpose of this 2016-2019 Agreement is to implement changes in health insurance benefits for Non-Medicare health plans following a process of negotiations authorized under M.G.L. c. 32B, § 19. Accordingly, the Town shall implement the following plan design changes to the current Active Employee / Non-Medicare Plans:

Option 1 Plans: Including Blue Cross Blue Shield Blue Care Elect PPO, Network Blue HMO and Harvard Pilgrim Health Care HMO:

- No changes for the duration of the agreement
- OR
- \$250/\$750 annual plan year deductible
- \$100 Inpatient Hospitalization Copayment (limit one per quarter, per person)
- \$100 Outpatient Surgical Copayment (limit one per year, per person)

*Option 1 plan changes to be determined by BELD employees union

Option 2 Plans: Blue Cross Blue Shield Blue Care Elect PPO, Network Blue HMO, and Harvard Pilgrim Health Care HMO:

- \$250/\$750 annual plan year deductible
- \$100 Inpatient Hospitalization Copayment (limit one per quarter, per person)
- \$100 Outpatient Surgical Copayment (limit one per year, per person)

Mitigation Plan

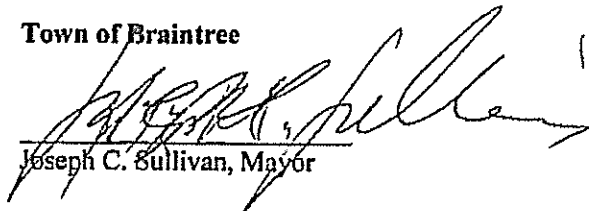
- 2. The Town shall provide an annual HRA Benefit Card of \$250 Individual / \$500 Family to all Option 2 plan subscribers. In the event that the Option 1 plan changes are accepted, Option 1 plan subscribers shall be provided a \$100 Individual / \$200 Family HRA Benefit Cards.
- 3. The Town shall fully fund the HRA Benefit Card program for all plan subscribers. The parties agree that any unused HRA card funds at the end of each fiscal year beginning FY' 16 and for the duration of this agreement, shall be deposited into a Catastrophic Protection Fund.

Funds shall be specifically targeted for individual situations where employees and/or their families are experiencing unusually high cost exposure. The parties agree to co-develop the parameters and eligibility criteria for the Catastrophic Protection Fund.

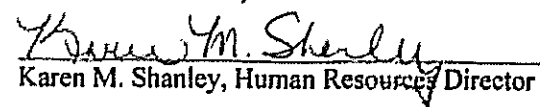
Special Open Enrollment

- 4. Upon successful ratification, the Town agrees to hold a special open-enrollment period prior to changes taking effect following a 60-day benefit eligible subscriber notification illustrating agreed upon plan changes.
- 5. This Agreement constitutes the whole understandings, discussions, and agreements by and between the Parties. The terms and provisions of this Agreement are contractual and binding. The PEC and the Town acknowledge that there have been no oral, written, or other agreements of any kind as a condition precedent to or to induce the execution and delivery of this Agreement. Any written or oral discussions conducted prior to the effective date of this Agreement shall not in any way vary or alter the terms of this Agreement. This Agreement shall not be changed, amended, or altered in any way except in writing and executed by both the PEC and the Town.
- 6. The PEC and the Town acknowledge that this Agreement constitutes a compromise of disputed issues and does not constitute an admission by either the PEC or the Town of any liability, wrongdoing, or violation of the parties' collective bargaining agreements or any state or federal law.
- 7. This Agreement is made without precedent or prejudice with respect to any other case between the parties. This Agreement shall not be admissible as evidence except as may be necessary to enforce its terms.
- 8. This Agreement shall be governed and controlled by the laws of the Commonwealth of Massachusetts. If one or more provisions of this Agreement is declared to be invalid, illegal, or unenforceable in any respect, unless such invalidity, illegality, or unenforceability shall be tantamount to a failure of consideration, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.
- 9. Each signatory to this "2016-2019 Agreement" is authorized to bind the entity he/she represents. The PEC represents that it has the authorization and approval of a majority of the weighted votes of the PEC and that this Agreement is binding on all subscribers and their representatives.

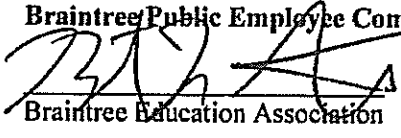
Town of Braintree

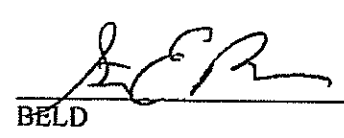

Joseph C. Sullivan, Mayor



Michael T. Coughlin, Chief of staff/DOO

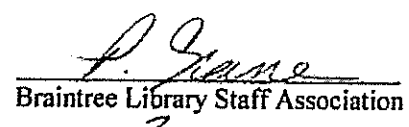

Karen M. Shanley, Human Resources Director

Braintree Public Employee Committee

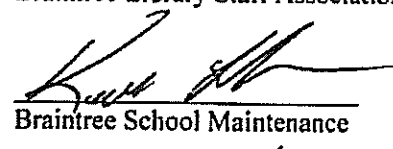

Braintree Education Association


BELD


Braintree Retirees


Braintree Library Staff Association


Braintree School Custodians


Braintree School Maintenance

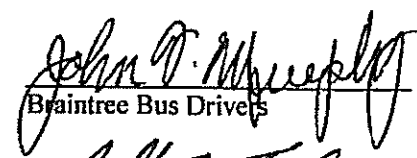

Braintree Patrolman Union


Braintree Superior Officers Union

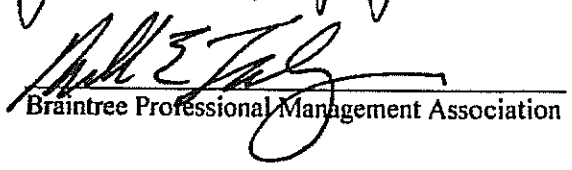

AFSCME Local 1395


UWUA Local 466


Braintree Cafeteria Workers


Braintree Bus Drivers


Braintree Firefighters Union


Braintree Professional Management Association

Approved as to Form:


Lisa S. Maki
Town Solicitor