

Town of Braintree and AFSCME  
2019-2022 Contract Negotiations

Agreement—November 26, 2019

1. Article XXV Wages: 2/3/2
2. Article XXIV Duration: Amend dates to July 1, 2019 through June 30, 2022
3. Article XVI Agency Service Fee: Strike
4. Article II: Add “sexual orientation” to paragraphs 1 and 2 under sub section A, Fair Practices.
5. Article V, sub section C: Replace “A probationary employee terminated during his probation period the employee shall have no resort to the grievance and/or arbitration Article to contest termination” WITH “A probationary employee terminated during his probation period shall have no resort to the grievance and/or arbitration Article to contest a termination.”
6. Article VIIA: Replace “The Town of Braintree will meet any obligations set forth under the Family Medical Leave Act of 1993 (FMLA) and any subsequent revisions, which requires covered employees” WITH “The Town of Braintree will meet any obligations set forth under the Family Medical Leave Act of 1993 (FMLA) and any subsequent revisions, which requires covered employers.”
7. Article VIIA: Replace “Employees may use any accrued vacation, sick, personal and compensatory time for part of all of a FMLA leave” WITH “Employees may use any accrued vacation, sick, personal and compensatory time for part of or all of a FMLA leave.”
8. Article X, sub section F, Notices: Add e-mail as a form of service.
9. Article XIV Civil Service: Delete
10. Recognition Clause: ADD Facilities and Storm Water Division
11. New Article: Mileage Reimbursement: IRS Rate
12. Article VIIB: include loss of parent, sibling and relative in the household to be 5 days of leave. Change Aunt, Uncle, Niece and Nephew to 2 days of leave.
13. Article VII Vacation: Ability to buy back 5 vacation days per year, starting January 1, 2021.

14. Article XIB: Increase to \$275 in FY2021 and \$300 in FY 2022 (including Storm Water Division)
15. Add for Animal Control Officer: When the Animal Control Officer is called out for work (outside the normal schedule), he/she will be able to choose between compensatory time or to be paid overtime.
16. Article IV, A., 2: Add after the last sentence, “Works within the Facilities Division of the DPW and reports directly to the Facilities Superintendent on all matters relating to the building facilities and takes directions on a daily basis from the Library Director in order to meet set objectives.”
17. Article XI, Part F (Prescription Eyeglass Allowance): Increase to \$235.00 in FY2021 and \$250.00 in FY2022; include contact lenses for all positions.
18. Military Leave: Incorporate Town Policy
19. Night Shift Differential:
  - a. Custodians
    - i. Town Hall: \$20/week in FY2021 and \$30/week in FY2022
    - ii. Library: \$10/week in FY2021 and \$20/week in FY2022
  - b. Dispatchers: \$1.75/hour in FY2021 and \$2.00/hour in FY2022
20. Article VIII: Sick Leave: Effective FY2022
  - a. Section 3: Increase max to 250
  - b. Section 5: Conversion payment increase to \$12,500.00
21. New Holiday: Day after Thanksgiving
22. New Article: Flexible Office Hours: “The Mayor, in his/her discretion may implement a “Flex Time” schedule with a sixty day notice for AFSCME employees on Friday afternoons and an extended weekday (2.5 hours), whereby employees will work a partial day, meaning 4 ½ hours, on Friday (to be consistent with remainder of paragraph) in exchange for working an additional 2.5 hours on a day of that same week. Those employees who work until 7 p.m. on the week day shall receive an extra ½ hour break period to be taken before 4:30 p.m. Those employees who work a partial day on Friday shall not take a lunch break but may eat at their desk. The Mayor reserves the right to eliminate this Flex Time Schedule and revert back to standard Town Hall business hours, upon providing sixty (60) days advance notice to the Union.  
  
When Mayor's Office closes Town Hall early prior to a Holiday, all employees regardless of work schedules shall be allowed to leave at the same time.
23. Clothing Allowance: Increase to \$350.00 in FY2021 for Engineers, Dispatch, Facilities and Highway

24. Clerical Clothing Allowance: Increase to \$200 in FY2021
25. "S" Class: Add a step at the end of the wage scale for individuals with 10 years of service at 2.5% higher than the prior step effective in FY2021
26. Elimination of all longevity payments effective in FY2021.
27. Dispatch: 5 family holidays-4 hours comp time in addition if worked (New Years Eve, Labor Day, Thanksgiving, Town Independence Day Celebration and Christmas Day)
28. Sick Leave: Beginning in FY2021, Employees may convert accrued sick time for cash at a ratio of three days for one day cash once annually in accordance with the following schedule:
- | Sick Days Used During Calendar Year | Max Sick Days Converted |
|-------------------------------------|-------------------------|
| 0                                   | 15 (to 5 days cash)     |
| 1                                   | 12 (to 4 days cash)     |
| 2                                   | 9 (to 3 days cash)      |
| 3                                   | 6 (to 2 days cash)      |
| 4                                   | 3 (to 1 day cash)       |
29. Overtime (Dispatch Excluded): Add—Overtime within each Department shall be distributed by seniority. If an individual refuses an overtime opportunity that refusal shall count as overtime worked for purposes of distribution. If an individual does not respond to a call for an overtime opportunity within 15 minutes, it shall be counted as overtime worked for purposes of distribution. Once the list is exhausted, the list shall start over with the highest seniority employee. An updated overtime list shall be kept in a shared work area so that all members can view it.
30. Electronic pay stubs with bi-weekly pay
31. GPS: The Town shall install GPS devices for monitoring of vehicle maintenance and the provision of services during weather related events. The primary purpose of the installation is for the monitoring of vehicle maintenance and services rendered during weather related events, not for discipline.
32. Article 4, Pt. B, section 2(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 8 overtime hours after working his/her 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.
33. Appendix A-1: positions and grades: Storm Water Outreach, Data/Billing Analyst, Financial Analyst and an update to include all current positions.

34. Article XI, sub section D (drug and alcohol testing): Add after the last sentence “If an employee testing positive is not compliant with the treatment plan required by the Town’s Substance Abuse professional, the employee shall be disciplined up to and including termination.”

**Town of Braintree and AFSCME Council 93, Local 1395**

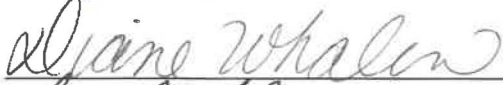
**Memorandum of Agreement for  
July 1, 2019 to June 30, 2022 Collective Bargaining Agreement**

Signed:


For AFSCME Council 93, Local 1395:

  
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Date: 12/12/19  
12/12/2019

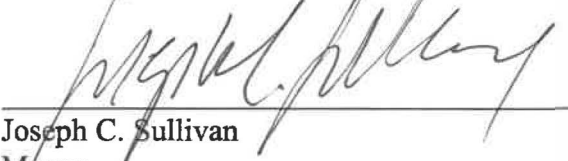
  
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Date: 12/12/19  
12/13/19

  
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12/13/19

For the Town of Braintree:

  
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Date: 12/17/19

Joseph C. Sullivan  
Mayor

  
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Date: 12/13/19

Karen Shanley  
Human Resources Director

Approved as to Form,

  
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Date: 12/13/19

Nicole I. Taub  
Town Solicitor