## AGREEMENT

BETWEEN

THE

TOWN OF ACUSHNET

BOARD OF SELECTMEN

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO, STATE COUNCIL 93, LOCAL 851, ACUSHNET TOWN HALL,

LIBRARY, AND

DISPATCH EMPLOYEES

Effective July 1, 2022 through June 30, 2025

## TABLE OF CONTENTS

TABLE OF CONT	LIVID	•
SUBJECT	ARTICLE	<u>PAGE</u>
ATTENDANCE & PUNCTUALITY	18	17
BUMPING RIGHTS	14	14
CIVIL SERVICE	3	5
CLASSIFICATION	6	6
CLOTHING	23	20
DISCRIMINATION COERCION	13	13
FUNERAL LEAVE	10	10
GRIEVANCE & ARBITRATION PROCEDURE	12	11
HEALTH & WELFARE	24	21
HOURS OF WORK	16	16
JOB POSTING AND BIDDING	4	5
JOB SECURITY	5	6 .
JURYPAY	9	9
LAYOFF / REDUCTION FORCE	14	13
LONGEVITY	26	22
MATERNITY / PATERNITY LEAVE	11	11
MEAL PERIODS	17	17
MISCELLANEOUS PROVISIONS	29	23
OTHER LEAVE	11	11
OVERTIME	20	18
PAID HOLIDAYS	7	7
PERSONAL DAYS	27	22
PROBATIONARY PERIOD	28	22
RECALL	14	14
RECOGNITION	1	4
REST PERIODS	15	16
SALARIES	31	25
SENIORITY	14	13
SEVERE WEATHER CLOSING	A	29
SICKLEAVE	25	21
2 .		

TRAINING	32	26
TRAVEL EXPENSE	21	20
UNION DUES	2	4
UNION RELEASE TIME	11	11
UNION REPRESENTATIVES	19	18
VACATIONS	8	8
WORKING OUT OF CLASSIFICATION	22	20
SIGNATURE PAGE		28
APPENDIX - A SEVERE WEATHER P	OLICY	29
APPENDIX - B SALARY CHARTS		32
APPENDIX - C RECLASSIFICATION		34

## **PREAMBLE**

This agreement entered into by the Board of Selectmen hereinafter referred to as the Employer, and Local 851, 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 conditions of employment.

## ARTICLE 1

#### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing conditions of employment for all CLERICAL EMPLOYEES OF THE TOWN, LIBRARY TECHNICIANS, CUSTODIANS, DISPATCHERS, AND MAINTENANCE EMPLOYEES AND EXCLUDING ALL OTHER EMPLOYEES OF TOWN.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in this agreement.

It is mutually agreed between the parties, AFSCME COUNCIL 93, Local 851 and the Town of Acushnet, effective September 17, 1996, that permanent part—time employees, under the Recognition Clause of the Collective Bargaining Agreement, shall receive all benefits and privileges on a pro-rated basis.

#### ARTICLE 2

### **UNION DUES**

During the term of this Agreement, the Employer shall deduct from the employee's pay an amount set by the union for union dues, agency fees, COPE contributions from each member of the union who voluntarily executes an authorization form and upon request, any additional dues amounts specified by the Union and authorized by the employee.

When filed with the employer, the authorization form will be honored in accordance with its terms. Deductions will be promptly transmitted to the Union by electronic transfer (ACH). Along with the ACH payment, an employee payroll roster will be submitted within

five (5) business days via electronic means utilizing a CSV or Excel format, including any employee in a bargaining unit that is not having dues deducted.

This electronic employee payroll roster must include: employee id numbers, legal name, bargaining unit, deduction amount, deduction type, base pay amount (excluding overtime, shift differentials, bonuses, and longevity), pay ending date and check date.

## Employee Rosters

Upon signing of this agreement, and monthly thereafter, the Employer shall supply to the Union a list of all employees covered by this agreement, The list shall include the employee's legal name, home address, phone number, personal email (if known), employee ID number, date of hire, salary, bargaining unit, department, job title, work site, work email address and work phone number. Each month, the Employer shall also electronically transmit a list of all new hires, any terminated, or transferred employees during the month.

## ARTICLE 3

#### CIVIL SERVICE

The Employer and the Union shall recognize and adhere to all Civil Service (for those employees grandfathered under Civil Service rules) and State Labor Laws, Rules and Regulations, relative to seniority, promotions, transfers, discharges, removals, and suspensions. The Union further reserves the right to represent employees under any such established procedure. Any employee not covered by any statute relative to the above matters shall have recourse to the grievance procedure contained herein.

## ARTICLE 4

## JOB POSTING AND BIDDING

When a position covered by this agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay, duties and qualifications. This notice of vacancy shall remain posted for seven days. Employees interested shall apply in writing within the seven (7) work day period. Within five work days of the expiration of the posting period, the Employer will notify the applicant (s) of the hiring decision.

The parties agree that it is their intention to promote from within whenever possible and in doing so that a successful internal applicant will earn equal to or greater than the current hourly wage.

## ARTICLE 5

#### JOB SECURITY

No employee in the unit shall have disciplinary action taken against him/her without just cause until s/he has been given a written statement of the specific reasons for such contemplated action.

## ARTICLE 6

#### **CLASSIFICATION**

The Employer shall classify all positions within the Union and provide a job description thereto.

## **RECLASSIFICATION:**

If significant job changes have occurred, an employee may seek to appeal the classification of their position. In order to appeal a classification, the individual employee must establish, to the satisfaction of the Employer, one or more of the following reasons for appeal:

- A. A material change(s) in duties and responsibilities;
- B. A reorganization of departmental operations causing a change in duties, responsibilities, and accountability;
- C. The introduction of new technologies of work processes that required the training and/or improvements in skills of the employee.

The Employer and Union agree that the procedure provided in this Section shall be the sole procedure for individual appeals and the outcome of the appeal may not be the subject of a grievance or arbitration under Article 12. (Grievance may be filed if the process wasn't followed correctly.)

An employee who seeks a reclassification of their position may request an audit of the position on the form appended to this document as Appendix C. The employee shall file this form with the Town Administrator, and shall forward a copy of the same to the Union. The Town Administrator or designee shall conduct a job audit within ninety (90) working days of the receipt of the request.

Within twenty (20) working days of the completion of the job audit, the Town Administrator or designee shall hold a hearing. The hearing shall be conducted in front of a panel (hereinafter called the Reclassification Committee) comprised of two (2) representatives from management and two (2) representatives of the Union. The management representative

shall not be immediate supervisor of the employee seeking the reclassification. The Union representatives shall be a staff employee from Council 93 and the Union steward.

The Reclassification Committee shall make a final determination within (30) working days of the hearing. All members of the Reclassification Committee are voting members.

Subsequent to the hearing of the appeal, the Committee shall meet to discuss the merits of the reclassification request. Unless otherwise stated, the Committee shall complete their review and make a determination on the day which the Committee reviews the appeal, unless additional information or time is needed.

The decision of the Committee may be appealed within ten (10) working days to the Board of Selectmen. They shall issue a decision within thirty (30) working days of receipt of the appeal.

Should such a reclassification request be granted, the monies necessary to fund the reclassification shall be budgeted for the following fiscal year or a Special Town Meeting, and if funds are available such reclassification shall be effective on the initial appeal to the Town Administrator.

Such reclassification, if granted, shall result in an increase equal to or greater than three (3%) percent.

# ARTICLE 7 PAID HOLIDAYS

The following holidays shall be considered as holidays with pay:

NEW YEARS DAY
MARTIN LUTHER KING JR. DAY
PRESIDENTS DAY
PATRIOTS DAY
GOOD FRIDAY (1/2 DAY)
MEMORIAL DAY
JUNETEENTH DAY
INDEPENDENCE DAY
LABOR DAY

COLOMBUS DAY
VETERANS DAY
THANKSGIVING EVE (1/2 DAY)
THANKSGIVING
THANKSGIVING FRIDAY
CHRISTMAS EVE (1/2 DAY)
CHRISTMAS DAY
NEW YEARS EVE (1/2 DAY)

ANY OTHER HOLIDAY SO DECLARED BY TNE GOVERNOR OF THE COMMONWEALTH

Part-time employees shall receive pro-rated holiday time for all above listed holidays

For all employees other than dispatchers, any of the above holidays falling on a

Saturday or Sunday shall be considered a paid holiday. Any employee who is required to work

7

on a Holiday for which he/she is entitled to holiday pay shall receive one and a half times his/her rate of pay for Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year.'s Day; along with another day off at straight time pay to be used at their discretion with 12 -days prior approval from their Department Head. For all other holidays, the employee shall be entitled to straight time pay with another day off to be used at his/her discretion with 12—days prior approval from their Department Head. In lieu of taking the extra day off, the employee may elect to cash out that day at straight time.

An employee must work their last scheduled working day before and the last scheduled working day after a Holiday in order to receive Holiday pay unless Vacation or Personal Time is requested and approved by their Supervisor. In the event an employee is unable to work the day before and/or after a Holiday, due to illness and the employer feels that the employee is abusing their sick leave benefits, the employer may require the employee to present a physician's report to the employer prior to the employee being paid the Holiday pay.

For dispatchers, holidays shall be accrued in the following manner: dispatchers shall earn five (5) days on July 1<sup>st</sup>, five (5) days on October 1 <sup>st</sup>, and five (5) days on January 1 <sup>st</sup> (15 days total in lieu of 13 full holidays and 4 half-holidays). Dispatchers leaving employment before the end of the fiscal year will be required to pay back any holidays used that have not occurred. Any employee who is required to work on a Holiday for which he/she is entitled to holiday pay shall receive one and a half times his/her rate of pay for Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. For all other holidays, the employee shall be entitled to straight time

For purposes of the prior Memorandum of Agreement, all holiday time accruals for dispatchers will be prorated back to July 1, 2019.

Probationary employees shall be eligible for holidays.

# ARTICLE 8

## VACATIONS

All employees shall be eligible for vacation. For all employees hired prior to the ratification of this agreement and hired between July 1 and December 31, vacation days will be credited on July 1. For all employees hired prior to the ratification of this agreement and hired between January 1 and June 30, vacation time will be credited on January 1. For all employees hired after the ratification of this agreement, those employees shall accrue vacation

time every month. In the event that a holiday falls during a vacation period, the employee shall receive holiday pay.

In instances where an employee is absent from work because of illness and has exhausted his/her available sick leave credits, he/she may request that any vacation leave which s/he had available be converted to sick leave. The Employer agrees to convert vacation leave to sick leave upon request regardless of any other previously scheduled vacation, which may be pending. The Employee may request to utilize vacation leave to make up the difference in salary while on worker's compensation.

Employees shall have the right to refuse to have their vacation leave converted to sick leave by so notifying the employer and no such vacation leave shall be converted to sick leave unless requested by the employee, except pursuant to the Family and Medical Leave Act.

Employees may carry over one work week of vacation into the next year if the employee was unable to utilize those days due to on and off the job circumstances beyond the employee's control with Town Administrator's approval

# FOR EMPLOYEES HIRED PRIOR TO RATIFICATION OF AGREEMENT

After 1 year	1 work week
After 2 years	2 and 2/5 work weeks
After 5 years	3 and 2/5 work weeks
After 10 years	4 and 2/5 work weeks
After 15 years	5 work weeks

## FOR EMPLOYEES HIRED AFTER THE RATIFICATION OF AGREEMENT

After	1 year	1 work week
	2 years	2 work weeks
	5 years	3 work weeks
	10 years	4 work weeks
	15 years	5 work weeks

# ARTICLE 9 JURY DUTY

Leaves of absence with full pay will be granted to all personnel selected for jury duty service. Employees summoned for juror service must present a copy of the summons to their Department Head. This copy should be forwarded to the Treasurer's Office for inclusion in the employee 's personnel file. For each workday (regular hours) an employee serves as a juror, the Town will pay customary wages or salary, provided the employee presents proof of

jury service when provided by the Court with his/her time record (e.g. signed jury slip from the Court). The employee must also notify the supervisor on a regular basis when jury service is required.

Employees regularly scheduled to work either the second or third shift will receive the customary shift differentials as part of their compensation. Hours spent as a juror will be considered as "hours worked" and will, therefore, be counted in the calculation of overtime, up to the regularly scheduled hours for each day.

Third shift employees are released for the night shift prior to the day of jury service. First and second shift employees are released for the day or evening of the day of jury service. If not required to serve on a particular day after reporting for jury duty, a first or second shift employee is expected to report to work.

# ARTICLE 10

## FUNERAL LEAVE

In the event of a death in the immediate family of an employee, he/she will be granted leave with pay in the amount of up to five working days, and such leave shall not be charged to sick leave or vacation leave.

Immediate Family shall include:

Spouse

Domestic Partner

Child

Step-child

Father

Mother

Brother

Sister

Grandparent

Grandchild

Live -in Significant Other

Father-in-law

Mother-in-law

Son-in-law

Daughter-in-law

Step-father

Step-mother

Step-brother

Step-sister

A maximum of one funeral day leave shall be granted to attend the funeral of employee's (or the employee's spouse's) Aunt, Uncle, Niece, or Nephew.

A maximum of two days' funeral leave shall be granted in the event- of death to an employee's brother-in-law or sister-in-law.

# ARTICLE 11 OTHER LEAVE

Employees in the unit may be granted leave without pay due to an illness, to help care for the illness of a family member, or for pregnancy including the adoption of a child in accordance with the terms of the Family and Medical Leave Act ("FMLA") and the Pregnant Workers Fairness Act .

Eligible employees in the unit may be granted leave of 1 week with pay and up to an additional 7 weeks without pay for childbirth or the adoption of a child pursuant to Massachusetts Law, G.L. c. 149, § 105D. Eligible employees must have completed 3 months of full-time work. If the employee is eligible for FMLA, the employee's Parental Leave would count simultaneously against the 12-week FMLA entitlement. Upon return from leave, employees will be reinstated to the same or a similar position as the one they had when they left.

In accordance with M.G.L. c. 149, s. 52D ("Small Necessities Leave Act"), the Town will grant eligible employees a total of 24 hours of <u>unpaid</u> leave during any 12-month period. These 24 hours are in addition to the 12 weeks already allowed under the Federal Family and Medical Leave Act. The 24 hours will be tracked on a fiscal year basis. To be eligible, the employee must have been employed for at least 12 months by the Town and have provided at least 1,250 hours of service to the Town during the previous 12-month period. Employees wishing to take SNLA leave must provide seven (7) days written notice to their Department Head or Town Administrator, where possible.

## MILITARY LEAVE

Eligible employees who are absent from work while serving in the United States uniformed services are granted military leave of absence in accordance with USERRA (Uniformed Services Employment and Reemployment Rights Act.). Reemployment rights extend to persons who have been absent from a position of employment because of "service in the uniformed services." "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service.

## ARTICLE 12

# GRIEVANCE AND ARBITRATION PROCEDURE

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement the disposition of which is not provided for in any law, rule or regulation shall be settled in the following manner:

Step 1: The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with the employee's immediate supervisor, or Town Administrator if the employee works for an elected board or official other than the Board of Selectmen, within five (5) working days of the date of the grievance or his/her knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step 2: If the grievance has not been settled, it shall be presented in writing, to the Selectmen within five (5) working days after the supervisor's response is due. The Selectmen shall respond to the Steward in writing within five (5) working days after their next scheduled meeting following receipt of the grievance.

Step 3: T f the grievance is still unsettled, either party may, within thirty (30) calendar days after the reply of the Selectmen is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual consent from a list of arbitrators supplied by the Labor Relations Connection or the Division of Labor Relations in accordance with their rules and regulations.

The decision of the arbitrator shall be final and binding on both parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and agreement.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

An arbitrator shall not have any power to alter, amend, add to, modify the terms of the parties' collective bargaining agreement in his/her decision.

The filing deadlines may be extended by mutual agreement of the parties.

## ARTICLE 13

## DISCRIMINATION AND COERCION

There shall be no discrimination by supervisors or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his adherence to any provision of this agreement or his/her refusal to comply with any order that would violate this agreement.

## ARTICLE 14

## **SENIORITY**

The length of service of the employee in the continuous participation of the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of decrease or increase of the working force as well as preference in vacation periods. Seniority shall also control preferences to assignment to shift work and transfers. Promotions will be awarded to the most qualified applicant. If the qualifications of two (2) or more applicants are deemed to be equal, seniority will be the determining factor.

## LAYOFF/REDUCTION IN FORCE:

A layoff/ reduction in force will be defined as an elimination of a position or a reduction in the hours of a position.

If the Town finds it necessary to lay-off employees due to a lack of funds, reorganization, or lack of work, the following procedure shall apply:

- 1. The Employer shall have the sole authority to determine the department (s) and position (s), which will be subject to layoff.
- 2. The Employer shall meet with the Union to discuss any impending layoffs at least forty-five (45) days prior to such layoff.
- 3. The affected employee (s) shall be given at least thirty (30) days' notice that their position is being eliminated, reclassified, or hours are being reduced.
- 4. The Employer and the Union shall meet with the affected employee (s) to discuss their options which shall include accepting a layoff or exercising their bumping rights.

## **BUMPING RIGHTS:**

#### CIVIL SERVICE EMPLOYEES:

Civil Service laws, rules and regulations shall govern the bumping rights of Civil Service employees as noted in Article III. When a Civil Service employee has exhausted his/her rights under Civil Service and still faces a lay off then his/her bumping rights are the same as a Non-Civil Service employee.

## NON-CIVIL SERVICE EMPLOYEE:

A Non-Civil Service employee has the right to bump the least senior non-Civil Service employee in the same or lower classification. This is to eliminate multiple bumping.

Employees must be qualified to perform the duties of the position that they request to bump. The Employer will be the sole judge whether an employee is qualified to fill the position. Employees who bump into another position shall assume the title of the person being bumped and the step closest to the current hourly rate. The Union reserves the right to grieve the determination of qualifications.

## RECALL:

Employees shall be eligible for recall for a period of twelve (12) months. It is the responsibility of the employee to ensure that the Employer has their up-to-date mailing address.

If the Employer determines that they need to fill the eliminated position or a comparable position, the Employer shall send a certified letter to the employee on layoff status. Within seven (7) calendar days of receipt of the letter, the employee must respond in writing either accepting or rejecting the position. If the employee does not respond or declines the position, the Employer's obligation to the employee ends. Should an employee be returned to service within the recall period s/he will be credited for previous service in determining seniority and be credited with whatever sick time they had as long as they weren't paid out.

# "DISPATCH - SHIFT BIDDING/SENIORITY"

Departmental seniority shall govern vacation selection and initial position on the overtime lists. Yearly shift bidding shall take place in the following manner: The Police Chief shall post the shifts for bidding for the upcoming fiscal year by March 1 st. The first bidding cycle will be March 1 st through March 7th. The second bidding cycle will be March 8th through

March 15<sup>th</sup>. Additional bidding cycles, if necessary, will continue in seven (7) day cycles until such time as all dispatchers are awarded shifts. The Chief shall award the bids according to seniority and post the results by April 1 <sup>st</sup> so as to accommodate the vacation selection period (April 1 <sup>st</sup> to April 30<sup>th</sup>).

Dispatchers will have two (2) selection periods to choose their vacation dates, one in the month of April and one in the month of October. A dispatcher may select all or a portion of his/her vacation days in April or select all or a portion in October. Vacation days chosen in April will receive seniority preference. The October selection applies to the time period of January 1 through June 30<sup>th</sup> of the fiscal year.

- A. The Chief will review the April selection between May 1 st and May 15th. The Chief will notify those dispatchers whose vacation dates have been denied so that those dispatchers can choose new dates. The Chief may require them to do so two (2) days of his original notification in order that he may post the approved vacation schedule on time.
- B.: The Chief will review the October selections between November 1 st and; November 1 5 th utilizing the same formula as described above and post the approved schedule.

The Chief shall have approval rights over the vacation schedule. Seniority shall be given Preference in certain instances, e.g., when two or more dispatchers select extended (4 or more days) vacation periods and the Chief deems that one must be denied, he shall deny all or a part of the least senior dispatcher's selection. However, in instances where the senior dispatcher makes spot vacation requests (less than 4 consecutive work days) which conflicts with a less senior dispatcher's selection of an extended nature (4 or more consecutive work days) the Chief may deny the senior dispatcher.

The Chief has the right to alter or change vacation dates during the year for the following reasons:

- A. Upon a dispatcher's request
- B. Due to a change in the dispatcher's workdays
- C. Military leave
- D. İnjury leave
- E. Unforeseen emergencies, such as manpower shortages.

#### **ARTICLE 15**

#### **REST PERIODS**

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

Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a meal break before they start to work on such next shift.

## ARTICLE 16

## HOURS OF WORK

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

The workweek shall consist of five consecutive days, Monday through Friday, inclusive, except for employees in continuous operations or Library personnel, discussed below. Town Hall Clerical shall work 35—hours per week/ 5 days per week (7 hour days). Library employees work a varied shift between 8 hours to 19 hours per week. Maintenance employees shall work 40—hours per week. Maintenance employees may work 8 hour to 10 hour days for a total of 40 hours, at the discretion of the Town.

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four hours a day, seven days a week.

The normal day for employees engaged in continuous operations shall consist of eight (8) consecutive hours, including a one half-hour paid lunch period to be taken in the station, within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and ending times.

Except for emergency situations, work schedules shall not be changed unless the Union and the Employer mutually agree upon the changes.

#### DISPATCH HOURS OF WORK

The work week for full-time dispatchers shall be a 'four and two' scheduled work week, eight (8) hours per day.

Each full-time dispatcher shall work four (4) consecutive days and receive the next two (2) days off. Days off will regress weekly, resulting in weekends off every fifth and sixth week. Part-time dispatchers work day shall be scheduled no less than four (4) hours or more than either (8) hours per day. Employees shall not work more than sixteen (16) consecutive hours in a 24-hour period, including work outside of the Town of Acushnet.

## **ARTICLE 17**

#### **MEAL PERIODS**

All full-time employees, except Dispatchers, shall be granted an unpaid meal period of one hour duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift, or at the discretion of the Employer. Any part-time employees depending on hours worked, may be given an unpaid ½ hour meal break.

## **ARTICLE 18**

## ATTENDANCE AND PUNCTUALITY

Employees are expected to be punctual and dependable in order to meet the needs of their department and the townspeople. Attendance and reliability are important factors in evaluating individual performance and continued employment.

If an absence can be anticipated, the employee must consult the immediate supervisor and obtain authorization to be absent for a specific period in advance. If unexpectedly delayed or unable to come to work for any reason, the employee must contact the appropriate supervisor at least 30 minutes prior to the start of the shift allowing the supervisor to adjust the department's work assignments before the start of the workday.

Arrangements should be made with the department supervisor for the call-in procedure.

If absent for more than one (1) day, a call should be made each day the employee is unable to come to work.

Any employee who fails to report to work for three (3) consecutive days without providing proper notice to his/her supervisor may be considered to have voluntarily resigned his/her employment.

Employees who are unable to meet their employment obligations of regular and reasonable attendance and punctuality could be subject to disciplinary action, up to and including termination of employment.

Examples of attendance issues include, but are not limited to: frequent or persistent tardiness; frequent requests to leave early; fraudulent use of sick time; and a disproportionate 17

pattern of "emergency" absence requests. Patterns of repeated absences prior to or following weekends, holidays, or scheduled days off will receive serious attention when the matter of excessive absenteeism is considered.

If an employee is absent for reasons covered by the Family and Medical Leave Act, Small Necessities Leave Act, and/or Pregnant Workers Fairness Act such absences may not be counted in considering disciplinary action due to excessive absenteeism.

#### **ARTICLE 19**

### UNION REPRESENTATIVES

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.

#### EMPLOYEE ORIENTATION

The Union Steward or representative shall be allowed to conduct a meeting to orient new employees in the unit covered by this Agreement for thirty (30) minutes. Such meeting shall be for the purpose of informing new employees of union membership programs and their rights and obligations under the Agreement and shall be conducted during the employee's scheduled work time and at the work location. The Union shall be provided the names of all new employees prior to their start date by the Employer.

#### UNION RELEASE:

Members of the negotiating committee shall be granted time off without loss of pay:

- to attend negotiating meetings for a total of three (3) hours;
- to discuss grievances and employment problems with members for a total of one (1) hour;
- to attend conventions of state and national labor conventions one (1) week every second year, limited to one (1) person;
- to attend meetings of the Executive Boards of locals, and the State Council of which they are members, limited to one (1) day per year, for one (1) person.

#### ARTICLE 20

#### OVERTIME

Employees covered by this agreement working a regular work week of 35 hours, with the exception of the Dispatchers and maintenance workers (addressed below) shall be paid overtime at the rate of one and a half times his or her regular rate of pay for work in excess of seven (7) hours in one day or 35 hours in one week.

The maintenance workers and Dispatchers shall be paid overtime at the rate of time and one-half for work in excess of eight hours in one day or 40 hours in one week unless he/she chooses to work a split shift, their overtime will be paid for work in excess of 40 hours in one week.

For the purpose of computing hours of work and overtime, paid leave shall be synonymous with time worked.

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek. When in case of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the workload lessens.

Overtime work shall be at the discretion of the Employer. There shall be no discrimination or reprimand against any employee who declines to work overtime. Any employee required to attend a night meeting shall receive a minimum of one (1) hour at their overtime rate.

## ORDER IN PROTOCOL

Any employee called back to work on the same day after having completed his/her assigned work and left his/her place of employment and before his next regular starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay.

## DISPATCH ORDER-IN PROTOCOL

Overtime shifts will be offered first as voluntary overtime to any full-time dispatcher, then to a part-time dispatcher as additional hours of work until the employee reaches the overtime benchmark. Thereafter, the overtime shift will be offered to Police Officers. If a shift is unfilled creating an "order in" situation, a dispatcher shall be able to split the shift with another dispatcher in four (4) hour increments. This will only be done as a last effort to fill the shift preventing an "order in" situation. If all these options have been exhausted without filling the shift, dispatchers will be ordered-in by inverse seniority. The overtime order-in list (rotating) shall be posted and made available to the desk officer or dispatcher in the absence of the Chief. If a dispatcher is held-over or ordered-in for an open shift where they are unable to refuse working

it, it shall be considered forced and they shall receive time and one-half their base pay. If an employee has worked sixteen (16) consecutive hours, that employee cannot be forced-in or held-over for additional shifts or hours of work.

#### ARTICLE 21

## TRAVEL EXPENSE

All. employees shall be compensated for his/her hourly wage for attending meetings pertaining to their job, attendance deemed worthy by the employer (i.e. Southeastern Massachusetts Library System, Board of Library Commissioners, SAILS, Assessors' Association, training opportunities, etc.). Travel time and full and reasonable cost of all other expenses shall be paid in full. In addition, the employee shall be paid the established IRS rate per mile per the Town's Bylaws for the use of his/her privately owned vehicle while traveling on the Town's behalf.

## **ARTICLE 22**

## WORKING OUT OF CLASSIFICATION

## TEMPORARY ASSIGNMENT

Whenever an employee covered by this Agreement is required to perform fifty percent (50%) or more of the responsibilities normally performed by an employee of a higher classification in his/her department for a period of more than five (5) days, then said employee shall be paid at the rate of that classification which is equal to or greater than 5% for all hours during which such additional responsibilities are performed.

## ARTICLE 23

## CLOTHING

The public safety dispatcher uniform is a condition of employment and must be worn on duty. The Town agrees to provide such essentials as it deems necessary for the employee to perform his/her duties after the first six months of employment.

Dispatch employees shall receive a reimbursement of up to \$450.00 every fiscal year for items not covered under the uniform allotment. The uniform allotment will be as follows:

Five (8) polo shirts, navy blue

Six (6) pairs of blue or khakis color pants

Two (2) half-zip sweatshirt, navy blue

The Town will provide a boot/ shoe allowance to the Maintenance Workers up to \$450 per fiscal year for the purchase of OSHA compliant boots/ shoes upon presentation of the proof of purchase.

# ARTICLE 24

## HEALTH AND WELFARE

It is agreed that should any changes occur in the statutes affecting health and welfare plans, this agreement will be immediately reopened for negotiations on this subject.

Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Union will be part of any negotiations dealing with coverage that affects its members. Also, one (1) member of the bargaining unit shall be a member of the Insurance Advisory Committee.

Whenever any employee in the unit is separated from the payroll for any reason, the Employer shall notify the Union of such separation and the reason therefore.

Whenever any employee is absent from work because of an industrial accident claim, the Employer shall, after seven (7) days of such absence, complete the necessary forms and process them to the proper state agencies.

## **ARTICLE 25**

#### SICK LEAVE

Sick leave will be accrued at the rate of one and one quarter (1 1/4) work days prorated based on 35 hours per week for part-time employees per month up to 15 days per year with a total maximum accumulation of up to one hundred (100) days. The Employee may request to utilize sick leave to make up the difference in salary while on worker's compensation.

On June 30th of each year, any sick days over one hundred (100) days accumulated in that year will be bought back at the rate of \$40.00 per day and will be paid for between July 1 and July 15. In June of each year, employees shall be able to buy back up to three (3) unused sick days of their current year allotment at their current hourly rate.

If a person is absent for a period of three (3) consecutive days or demonstrates a pattern of frequent sick time use, the Employer has the right to require a medical certificate before granting additional sick time. Sick time abuse shall be addressed by progressive disciplinary action. Supervisors shall report sick time used bi-weekly to payroll. Sick time totals will be

verified every quarter by the employee within ten (10) working days after the close of each quarter.

Upon leaving the service of the Town, the Employer shall pay the employee for each remaining sick day, up to a maximum of one-hundred (100) days, plus any unused sick days for the then current year, at the buyback rate in effect for that year. In no case shall the Town buy back more than 115 days when an employee leaves Town services.

## ARTICLE 26

#### LONGEVITY

Employees covered by this agreement shall receive annual longevity payments in the following manner (These payments shall be prorated upon a 35 hour workweek, 40 hours for Dispatch and Maintenance personnel):

ø	Upon completion of five (5) years of continuous fulltime service	\$400.00
9	Upon completion of ten (10) years of continuous fulltime service	\$600.00
ø	Upon completion of fifteen (15) years of continuous fulltime service	\$800.00
ø	Upon completion of twenty (20) years of continuous fulltime service	\$1,000.00
•	Upon completion of twenty-five (25) years of continuous full-time service	\$1,100.00
	Upon completion of thirty (30) years of continuous service	\$1200.00
•	Opon compression of analy (5-7)	

The employee's initial date of employment shall be used for computing length of service. Longevity payment shall be payable after the anniversary date each year.

## ARTICLE 27

## PERSONAL DAYS

All members covered by this agreement shall be granted four (4) personal work days each year. One of these days shall be deducted from the employees' sick days. Personal days shall be prorated when the probationary period is complete. Preapproval of personal days is required by Department Head. There is no buy back or payout of personal time.

## <u>ARTICLE 28</u>

## PROBATIONARY PERIOD

Section 1. A newly hired employee shall be on probation for the first six (6) months of employment.

Section 2. The probationary period shall constitute a trial period during which the Employer will judge the ability, competency, fitness and other qualification of new employees to

perform the work for which they were employed. The Employer has the right to discharge any probationary employee without cause during the probationary period. Such discharge shall not be subject to the grievance and arbitration provisions of this agreement.

Section 3. Probationary employees shall accrue sick leave, vacation leave, and personal days while completing his/her probationary period, but shall not be able to use vacation leave or personal days during the probationary period. Upon completion of the probationary period, personal and vacation days will be credited retroactively using the employee's first day of employment for the purpose of all benefit calculations.

## ARTICLE 29

#### MISCELLANEOUS PROVISIONS

- 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 bulletin boards.
- 2) Should any provision of this agreement be found to be in violation of any Federal or State Law or Civil Service Rule 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 and any reasonable benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject of negotiations.
- 3). No Discrimination The parties to this agreement agree to abide by all state and federal laws and that they shall not discriminate against any person, and that such persons shall receive the full protection of this agreement.
- American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council #93, and/or Local 851 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees. The representatives shall check in with the Employer and state his business and shall not be refused admission, providing it is not abused.

- 5) In the event an employee reports to his/her place of work at his/her regularly scheduled time and is sent home for lack of work, s/he shall be paid for all hours normally scheduled, at the rate to which s/he would be entitled for his shift at the rate to which s/he would be entitled for his shift. No one outside the bargaining unit shall perform work normally done by those employees within the bargaining unit.
- 6) Even if the Employer or the union has failed to abide by or enforce any of the provisions of this contract neither party waives their right to insist on performance of these provisions in the future.
- The Employer shall not be deemed to be limited in any way by this Agreement 7) in the performance of the regular and customary functions of municipal management, and reserves and retains all powers, authority and prerogatives including, but not limited to: the right to manage the affairs of the department and to maintain and improve the efficiency of operation: to determine the methods, means, processes and personnel by which operations are to be conducted; to determine the size of and direct the activities of the working force; to determine the schedule and hours of duty and the assignment of employees to shifts subject to Article 16; to assign work, to determine the work tasks, classification and standards of productivity and performance, and to evaluate employees with regard thereto; to hire, promote, assign, and transfer employees; to discipline, suspend, demote and discharge employees for just cause; to undertake experimental programs not inconsistent with statue or ordinance, subject to collective bargaining requirements where applicable, and to issue reasonable rules and regulations governing the conduct of each department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement . (Management Rights)
- WORKERS shall dress in a professional manner unless prior approval has been granted for specific incidents, snowstorms included. Items that do not meet requirements stated above include: all denim jeans, sweatpants and sweatshirts, shorts, and sneakers. Friday will be considered dress down day.
- 9) The shop steward shall sign all management announcements as evidence that postings have occurred and union agrees to legality of posting.

- 10) Should either party to this agreement wish to inaugurate collective bargaining discussion over changes they may wish to introduce into this agreement, request to do so will be recognized by either side approximately one-hundred eighty (180) days to prior expiration.
- An employee shall have the right to inspect his/her official personnel file during regular business hours upon request and when necessary by appointment and shall have a right to copy at his/her expense. The Union or a representative thereof, shall have access to an employee's official personnel file upon prior written authorization from the employee.
- 12) The Town and Union agree that the Town Administrator shall endeavor to conduct a Comparable Wage and Job Classification review in FY 2023. The Town and Union further agree that the Town Administrator will meet with Union representatives and review his findings.

## ARTICLE 30

## SEVERE WEATHER CLOSING

The Severe Weather Closing Policy of the Town is incorporated as Attachment A to this Agreement.

<u>Dispatchers:</u> It is specifically agreed that if Town Hall and/or the Library is closed in accordance with the Severe Weather Closing Policy that time and one-half will only be paid for hours worked in the event of a Governor's Declaration.

<u>Library:</u> The Custodian shall not be paid for a closed day under this policy unless parking lot access or building access is restricted.

## ARTICLE 31

## <u>SALARIES</u>

The Union agrees to a bi-weekly payroll.

Salary adjustments (COLA) for this agreement shall be as follows:

FY23 0 %

FY24 · 2 %

FY25 2 %

See Salary charts in Appendix B.

Upon execution of this agreement, employees shall receive a payment, as a one-time "signing bonus", of the following amounts:

40 hr. to 35 hr. Employees	\$1	,000.00
Less than 35 hr. to 25 hr. Employees	\$	750.00
Less than 25 hr. Employees	\$	600.00

DISPATCHERS: There shall be a shift differential to be paid to any dispatch employee working a full shift between the hours of 4 p.m. to midnight of 3% and from midnight to 8 am of 4%.

## ARTICLE 32

### TRAINING

The Employer shall provide a budget in each department for the continuing training and professional development of the employees thereof. Employees must give notice to the Employer of the requested training and the request must be approved by the Town Administrator. Such training must be relevant to the employee's professional development. If the employer requires the employee to have additional training, adequate notice must be given to the employee. The employee will make reasonable effort to accommodate the employer's schedule. The Employer will pay all mileage at the prevailing rate; lodging, meals, portal-to-portal time and days' pay for training days. It is further agreed that if the Employer decides any additional changes to said above, it shall be mutually agreed upon by the Union and the Employer.

# ARTICLE 33 DURATION

## Effective Date:

The effective date of this agreement shall be July 1, 2022.

## Termination:

This agreement will remain in effect until June 30, 2025. At which time either party may terminate this agreement provided such termination is transmitted through the Registered U.S. Mails to the responsible signatories to the agreement. In no case may a termination notice be sent less than sixty (60) days prior to the termination date herein agreed.

#### Renewal:

Should neither party to this agreement send a notice of termination as described in Section 2, this agreement will be considered to have been automatically renewed for another fiscal year.

## Negotiations:

Should either party to this agreement wish to inaugurate collective bargaining discussions over changes they may wish to introduce into this agreements, it is agreed that notice of the substance of the changes and the language with which such desired changes are to be expressed, shall be mailed to the authorized parties signatory to the agreement prior to the sixty (60) days before termination date of this agreement. The parties receiving such notice of desired changes shall forthwith seek the establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes. Nothing in the article shall preclude either party from modifying any previous proposals during the course of the negotiations.

#### ARTICLE 34

## ENTIRE AGREEMENT

- A. This agreement, upon ratification, constitutes the complete agreement between the parties and concludes collective bargaining for its term. No amendment to this agreement shall be effective unless in writing, ratified and executed by the parties.
- B. The 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 any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:
  - i. any subjects or matter referred to or covered in this agreement, or
  - ii. any subjects or matters not referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

C. Nothing in this Article shall be	construed as a waiver of either parties 'rights as set
forth in Massachusetts General	Laws c. 150E.
This agreement entered into this	day of
For AFSCME Council 93, Local 851	
Scott Taveira, AFSCME Council 93, S	
·	
Sue Nocon	
,	
Town of Acushnet Board of Selectmen	
David Wojnar, Chair	
Kevin A. Gaspar, Sr.	
Robert Hinckley	

# APPENDIX A SEVERE WEATHER POLICY

#### **PURPOSE**

The following policy is intended to ensure a consistent and uniform approach across all Town Departments when the Town Administrator or the Board of Selectmen determines that non-emergency services will be reduced or cancelled.

It is the policy of the Town of Acushnet to maintain regularly scheduled work hours at Town Hall except for conditions that would adversely affect the safety of employees. In doing so, the Board recognizes weighing the need to have Town Hall open to serve the public, against •the potential for personal injury associated with travel during severe weather.

## APPLICABILITY:

This policy applies to general government management, administrative, and support personnel, regardless of work location. It does not apply to Police and Fire personnel, essential Highway Department personnel and essential call-in personnel. Essential personnel are defined by the department head and/or the Town Administrator or his or her designee and may change for each situation.

#### POLICY

# A. ABSENCE FROM WORK DUE TO WEATHER WHEN TOWN OPERATIONS ARE NOT REDUCED/CÄNCELLED

All employees are expected to be present at work regardless of weather conditions unless they request and are granted appropriate leave. If an emergency situation occurs before or during the morning commute hours, employees should take a reasonable amount of time necessary to arrive at work safely. Employees who prefer to use accumulated vacation or sick time, instead of reporting to work, are allowed to do so. Ingeneral, if the Acushnet Public Schools close or have a delayed opening as a result of the weather, Town employees may use up to one extra hour in the morning beyond their normal start time to ensure a safe arrival at work, without loss of pay or use of accumulated leave time. Unless the municipal building is closed by the Town Administrator or his/her designee, employees

who do not report to work at all must use their vacation or sick time for all hours they were scheduled to work for the day

## B. EARLY DEPARTURE FROM WORK

The Town Administrator, in consultation with Department Heads, will monitor weather conditions and assess the need for the continuation of routine Town operations.

Early departures from work for personnel due to weather conditions will be authorized by the Town Administrator. The Town Administrator will communicate the authorization to dismiss personnel to all departments. Department Heads are not authorized to dismiss personnel due to weather conditions, before authorization, without a charge to appropriate sick or vacation time, except in extenuating circumstances. Leave taken by an employee to depart early will not be restored if a subsequent early departure or closing is authorized.

Employees who are on scheduled paid time off or lunch with a scheduled return time after early release is authorized will receive pay for the early release. Department Heads will attempt to notify the employees not to return to work.

If non—exempt employees are <u>required</u> to remain at work or report to work after the municipal building in which they work has been closed, they will be entitled to receive compensation at time and one-half after the designation.

C. DELAY OR CANCELLATION OF WORK FOR NON-EMERGENCY EMPLOYEES PRIOR TO THE START OF THE WORK DAY MONDAY THROUGH FRIDAY

It is the policy of the Town of Acushnet to compensate employees who cannot report for work when the municipal building they work in is closed due to an emergency situation.

The Town Administrator and Department Heads, will monitor weather conditions and assess the need to delay or cancel non-emergency Town operations due to severe weather. Delay or cancellation of non-emergency operations will be authorized by the Town Administrator based on weather conditions. Any such decision will be made as early as feasible.

Employees on vacation, sick or personal leave, or otherwise not scheduled to work during the affected period are not eligible to be paid under this policy. If the municipal building is not closed by the Town Administrator, employees who do not report to work at all may receive compensation if they choose to use vacation time or sick time.

Delays or cancellation notification will be made by the Town Administrator, or other designee, by phone. The decision will be communicated to the Highway Department and the Police Department. The decision to close non-essential operations shall be posted on the Town's website at <a href="https://www.acushnet.ma.us">www.acushnet.ma.us</a>.

## D. UNION CONTRACT (S)

The policy applies to all General Government employees. Employee's whose employment is regulated by individual agreement or collective bargaining agreements are subject only to those portions of this policy that are not specifically regulated by law or by agreement.

If any provision of this policy violates any governing law or regulation, or if any law or regulation applicable to this policy becomes operative after the effective date of this policy, then this policy shall be deemed changed to be in compliance with that governing law or regulation.

E. DELAY, CANCELLATION OR EARLY DEPARTURE OF WORK FOR SENIOR CENTER, LIBRARY AND RECREATION DEPARTMENT EMPLOYEES ON EVENINGS, WEEKENDS, AND HOLIDAYS

The Council on Aging Director, Recreation Director, and the Library Director will determine if operations in their respective departments should be delayed, cancelled or curtailed due to weather on evenings, weekends and holidays and notify the employees concerned as early as possible. The Town Administrator should be notified of any such action, but need not be consulted except under unusual circumstances.

Approved by the BOARD OF SELECTMEN Date: February 21, 2017

## APPENDIX B

FY23	Step 1 0-1 year	Step 2 Year 2 3 %	Step 3 Year 3	Step 4 Year 4	Step 5 after 8 yrs 2.5 %
Custodian Library Tech l	\$17.42 \$17.42	\$17.94 \$17.94	\$18.47 \$18.47	\$19.03 \$19.03	\$19.51 \$19.51
Library Tech 2 Junior Clerk	\$17.99 \$17.99	\$18.52 \$18.52	\$19.08 \$19.08	\$19.65 \$19.65	\$20.14 \$20.14
Maintenance Worker Library Tech 3 Clerk	\$19.33 \$19.33 \$19.33	\$19.90 \$19.90 \$19.90	\$20.50 \$20.50 \$20.50	\$21.11 \$21.11 \$21.11	\$21.64 \$21.64 \$21.64
Senior Clerk	\$19.87	\$20.47	\$21.08	\$21.71	\$22.26
EMD Dispatcher	\$20.63	\$21.25	\$21.89	\$22.55	\$23.11
EMD Clerk/Dispatcher	\$21.19	\$21.83	\$22.49	\$23.16	\$23.74
EMD Clerk/Dispatcher	\$22.23	\$22.90	\$23.58	\$24.29	\$24.90
Manager* Administrative Assistant Maintenance Foreman	\$23.18 \$23.18	\$23.87 \$23.87	\$24.59 \$24.59	\$25.32 \$25.32	\$25.96 \$25.96

<sup>\*</sup> Stipend rolled in to hourly

FY24	Step 1 0-1 year	Step 2 Year 2 3 %	Step 3 Year 3 3 %	Step 4 Year 4 3 %	Step 5 after 8 yrs. 2.5 %
Custodian Library Tech l	\$17.77 \$17.77	\$18.30 \$18.30	\$18.84 \$18.84	\$19.41 \$19.41	\$19.90 \$19.90
Library Tech 2 Junior Clerk	\$18.35 \$18.35	\$18.89 \$18.89	\$19.46 \$19.46	\$20.05 \$20.05	\$20.54 \$20.54
Maintenance Worker Library Tech 3 Clerk	\$19.72 \$19.72 \$19.72	\$20.30 \$20.30 \$20.30	\$20.91 \$20.91 \$20.91	\$21.54 \$21.54 \$21.54	\$22.07 \$22.07 \$22.07
Senior Clerk	\$20.27	\$20.88	\$21.50	\$22.15	\$22.71
EMD Dispatcher	\$21.05	\$21.68	\$22.33	\$23.00	\$23.57
EMD Clerk/Dispatcher	\$21.62	\$22.27	\$22.94	\$23.63	\$24.22
EMD Clerk/Dispatcher	\$22.68	\$23.36	\$24.05	\$24.78	\$25.40
Manager* Administrative Assistant Maintenance Foreman	\$23.65 \$23.65	\$24.35 \$24.35		\$25.83 \$25.83	\$26.48 \$26.48

<sup>\*</sup> Stipend rolled in to hourly

FY25	Step 1 0-1 year	Step 2 Year 2 3 %	Step 3 Year 3	Step 4 Year 4 3 %	Step 5 after 8 years 2.5 %
Custodian Library Tech l	\$18.13 \$18.13	\$18.67 \$18.67	\$19.22 \$19.22	\$19.80 \$19.80	\$20.30 \$20.30
Library Tech 2 Junior Clerk	\$18.72 \$18.72	\$19.27 \$19.27	\$19.85 \$19.85	\$20.45 \$20.45	\$20.95 \$20.95
Maintenance Worker Library Tech 3 Clerk	\$20.12 \$20.12 \$20.12	\$20.71 \$20.71 \$20.71	\$21.33 \$21.33 \$21.33	\$21.97 \$21.97 \$21.97	\$22.51 \$22.51 \$22.51
Senior Clerk	\$20.68	\$21.30	\$21.93	\$22.59	\$23.17
EMD Dispatcher	\$21.47	\$22.12	\$22.78	\$23.46	\$24.04
EMD Clerk/Dispatcher	\$22.05	\$22.72	\$23.40	\$24.10	\$24.70
EMD Clerk/Dispatcher Manager*	\$23.14	\$23.83	\$24.53	\$25.28	\$25.91
Administrative Assistant Maintenance Foreman	\$24.12 \$24.12	\$24.85 \$24.85	\$25.58 \$25.58	\$26.35 \$26.35	\$27.01 \$27.01

<sup>\*</sup> Stipend rolled in to hourly



# APPENDIX C REALLOCATION FORM

1,her	reby appeal my current pay grade
assignment for my position title to the Town Adminis	
The general reason(s) for this appeal is as follows:	
A material change in duties and responsibilities.	
The department in which I worked has undergone a reorganization causing a change in my duties, responsibilities, and accountability.	
Other:	
he following information is attached to this form as req	juired to substantiate my appeal.
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<b>-0</b>	
rint Name	
Timent Title/Department	

NAME:		
OFFICIAL TITLE:		
PAY GRADE:		
DEPARTMENT:		
DATE APPOINTED T	TO PRESENT POSITION:	 
REQUEST FOR RECI	LASSIFICATION TO GRADE OF:	
SUPERVISOR NAMI	3: 	
SUPERVISOR'S TITI	LE:	

### BASIS OF APPEAL:

Please describe what you view as the basis of the appeal. Be specific in giving reasons for your appeal based on the box you checked on Page 1.

## **RELATIONSHIPS WITH OTHERS:**

What people or groups of people do you come in contact with in performance of your job both within and outside your department? Indicate where appropriate the job titles or functions of your contacts. Also describe the nature and purpose of your interpersonal relationships.

## BASIC PURPOSE OF POSITION

Briefly describe (in two or three sentences) the overall purpose of your job.

#### JOB CHANGES

Have there been any significant job changes since you accepted your position? Indicate the dates the changes took place and briefly describe the nature of the changes.

## PROBLEM SOLVING

Briefly describe the major problems that you face in the performance of your job and indicate what you do to resolve them.

## ASSIGNMENT, REVIEW AND APPROVAL OF WORK

Who assigns, reviews and approves your work? How do you receive it?

# SUPERVISORY RESPONSIBLITY

Whose work do you supervise? (What titles?) Direct subordinates. Indicate by official title those positions which report directly to you.

## THEIR SUBORDINATES

Indicate by official title those positions which report to you through your immediate subordinates.

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## **FUNCTIONAL SUPERVISOR**

Indicate by official title those positions which report to you for only a portion of their job assignments.

## **EQUIPMENT OPERATION**

What equipment do you operate or repair?

## WORKING CONDITIONS

Briefly explain any changes in working conditions such as physical effort, hazards, environment, time demands or stress that are important elements for anyone in this job since you took the job originally.

## SPECIAL REQUIREMENTS

Does your job require special training or a certificate, license or other special requirement?

## ADDITIONAL INFORMA TION

Explain any aspects of your job which you feel has not been covered by the previous questions and which you feel is important in understanding your duties.

SIGNATURE:	
•	
DATE:	
SIGNATURE OF SUPERVISOR:	
DATE.	