



AGREEMENT

between

TOWN OF ANDOVER

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

STATE COUNCIL 93, LOCAL 1704, AFL-CIO

EFFECTIVE JULY 1, 2019

EXPIRES JUNE 30, 2022

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AGREEMENT

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STATE COUNCIL 93, LOCAL 1704, AFL-CIO

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PREAMBLE

THIS AGREEMENT entered into by the Town of Andover, hereinafter referred to as the employer, and local 1704, 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.

ARTICLE 1: RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees of the Department of Public Works and the Department of Facilities, excluding the directors, administrative assistants to the directors, all division superintendents, all engineers, all supervisors, all general foremen, Assistant Chief Operator, Public Works Coordinator, Chemist, Facilities Coordinator, Purchasing/Inventory Coordinator, and all other administrative staff and individuals covered by other bargaining units.

Section 2. 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 contained in this Agreement.

Section 3. New employees who belong to the Union shall receive all benefits accruing within this contract excepting those specifically excluded in other areas of the contract, and the Union shall have no say or grievance concerning the employees' termination during their probationary period.

ARTICLE 2: MANAGEMENT RIGHTS

Except as otherwise expressly provided by the terms of the Agreement, the determination of policy and the operations of the departments covered by this agreement are vested solely in the Town Manager and Board of Selectmen and their designees. Provided further, that only as otherwise expressly provided by the terms of this Agreement, nothing shall be construed to in any way alter, modify, change or limit the authority of the Town Manager or Board of Selectmen as

provided by law or the Charter of the Town of Andover.

ARTICLE 3: NO STRIKES

The Union on its own behalf and on behalf of each employee that it represents hereby agrees and covenants that it will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of services from the Employer, Town of Andover.

ARTICLE 4: UNION DUES

Section 1. Pursuant to the provisions of the General Laws, Chapter 180, Section 17A, Union dues shall be deducted weekly by the Town from the salary of each employee who executes and remits to the Town a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues shall be made to the Union treasurer within thirty (30) days after the month in which dues are deducted.

Section 2. Such authorization may be withdrawn by an employee by giving at least sixty (60) days notice, in writing, to both the Town and Union treasurer.

ARTICLE 4-A: AGENCY SERVICE FEE

Section 1. Pursuant to General Laws, Chapter 150E, Section 12, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be equal to the amount required to become a member and remain a member in good

standing of the exclusive bargaining agent and its affiliates to or from which membership dues or per capita fees are paid or received. Said agency service fee shall be deducted weekly.

Section 2. The Union agrees to indemnify the Town for damages or costs in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be honored so long as there is a dispute before the State Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with all the provisions of General Laws, Chapter 150E, Section 12, or so long as an employee demand for rebate of part of the service payment remains in dispute.

ARTICLE 5: RIGHTS AND RESPONSIBILITIES

The Employer and the Union and their designated representatives or agents shall adhere to the provisions of Sections 10(a) and 10(b) respectively of General Laws, Chapter 150E.

ARTICLE 6: GRIEVANCE AND ARBITRATION

Section 1. A grievance is a dispute limited to a claim of violation of the express terms of this Agreement. A complaint is a dispute which concerns matters not covered by the express terms of this Agreement.

Section 2. Grievances and complaints shall be processed in accordance with the following procedure except that complaints shall not be subject to the arbitration provisions contained herein.

Step 1. The Employee or the Union with a grievance or a complaint shall discuss the matter with the employee's immediate supervisor outside the bargaining unit in order to resolve the same within five (5) days of the alleged grievance or complaint. A Union representative may be present.

Step 2. If the matter cannot be resolved, the aggrieved employee and/or the Union shall,

within ten (10) days of the occurrence of the incident on which the grievance or complaint is based or when the employee first knew or should have known of the incident upon which the grievance is based, present the matter in writing to his/her department head. The department head will respond to the matter within ten (10) working days.

Step 3. If the matter is not resolved, the aggrieved employee and/or the Union shall, within five (5) working days after receipt of the department head's reply or date when the reply is due, present the grievance in writing to the Town Manager or his/her designee. The Town Manager or his/her designee shall respond within ten (10) working days.

Step 4. If the matter is still not resolved, either party may submit a grievance, as distinguished from a complaint, to arbitration within ten (10) working days of the Town Manager's reply, or date when said reply is due, whichever first occurs, pursuant to the Labor Arbitration Rules of the American Arbitration Association, provided however, no matter shall be submitted to arbitration that:

- A. Involves a matter of policy, or management rights reserved to the Town by the terms of this Agreement.
- B. Involves a matter that is outside of the express terms of this Agreement.
- C. Conflicts with the election of an exclusive remedy in Step 3 above.
- D. Involves the discipline or discharge of a probationary employee or any other aspect of employment during the probationary period.

Section 3. The arbitrator chosen shall have no power to add to, subtract from, or modify in any way the terms of this Agreement. The costs of the arbitrator shall be borne equally by the parties. The decision of the arbitrator shall be final and binding for both parties.

ARTICLE 7: CONFLICT WITH OTHER LAWS

In the event that any part or provision of this Agreement is in conflict with any personnel ordinance, bylaw, rule or regulation of the Town of Andover, or any statute, rule or regulation of the Commonwealth of Massachusetts, the balance of this Agreement shall remain in full force, in accordance with General Laws, Chapter 150E, Section 7.

ARTICLE 8: SENIORITY

Section 1. Seniority shall be based upon the length of continuous service commencing with the date of employment in a bargaining unit position. Employees shall carry over their seniority dates when transferred from the School Department to the Town, only in relation to retirement, longevity and vacation benefits.

Section 2. All employees hired on or before July 2, 1983, shall have department seniority for bidding and layoff in the department in which they were employed on July 2, 1983. The departments shall be: 1) Public Works (jobs covered by AFSCME 7-1-81 -- 6-30-83 contract); and 2) Department of Facilities (group transferred from School Department and other groups). Employees hired after July 2, 1983, shall not have department seniority.

BIDDING: When a job is posted, employees who have department seniority shall be considered first. If there is no qualified applicant with department seniority, then other employees will be considered.

LAYOFF: No one with department seniority in one department may bump an employee with department seniority in another department. Employees with department seniority may bump less senior employees who do not have department seniority.

Employees who bid out of the unit which they have department seniority shall lose their department seniority.

Section 3. Seniority, as defined in Section 1, shall be applied in determining vacation preferences. The vacation periods and number and classifications of men and women permitted to take vacation leave at any one time shall be determined solely by the Town. Seniority shall also be applied in shift work among those qualified to do such work.

Section 4. Seniority rights accrued to an employee under this Article shall be lost in the event of a break in continuous service with the Town caused by any of the following:

- A. Voluntary quit.
- B. Discharge for cause.
- C. Failure to return to work after the expiration of any leave of absence where no extension has been authorized.
- D. Failure to respond within three (3) days after receipt of a registered or certified letter mailed to the employee at his/her last known address requesting employee's return to work. Employee must notify the Employer of intent to work upon receipt of said notice of recall and must return within two (2) weeks of receiving said request.

An authorized leave of absence will not be considered a break in service for seniority purposes.

When an unpaid leave, other than Workers' Compensation, extends beyond fifty-six (56) days, only the first fifty-six (56) days shall be counted towards his/her seniority. Suspensions shall not count toward accrued seniority.

Section 5. Layoffs In the event a layoff becomes necessary in the exclusive judgment of

the Town, seniority shall govern as to job classifications (job titles) affected by a reduction in numbers of employees and in recalling to work regular employees within a given classification (job title) who were laid off. A senior employee laid off may bump a junior employee in an equivalent or lower paying job classification provided he/she is qualified to do the work of that job classification. However, an employee will not lose his/her recall rights should he/she refuse a lower-paying position.

It is the laid off employee's responsibility to inform their department of their mailing address. Employees hired prior to April 1, 1994 have unlimited call back rights. Employees hired after April 1, 1994 have recall rights for a period of twenty-four months.

Section 6. Temporary Employees

Definition: A person filling a bargaining unit position due to an extended absence or leave. Seasonal, summer, and Our Town employees are excluded from receiving temporary employee benefits.

Temporary employees are at will employees and may be terminated at any time without cause. Termination shall not be grievable. Temporary employees will pay union dues from their hire date. Temporary employees will have no bidding rights unless they become permanent employees, however they can apply to any position that is open.

Temporary Employee Benefits

- A. Health Insurance – Hire date.
- B. Paid Holidays – Hire date.
- C. Vacation – Cannot receive any vacation credit or use vacation time unless employed six months or more. Accrual will begin with hire date.
- D. Sick Time – Cannot receive any sick leave credit or use sick time unless employed

six months or more. Accrual will begin at hire date.

- E. Personal Days – Same as sick leave.
- F. Funeral Leave – Available after six months of employment.
- G. Uniform Allowance – Uniform allowance not available until employee becomes permanent.
- H. Seniority Date – If a temporary employee becomes permanent his seniority date is his original hire date as long as there is no break in service. If there is a break in service the date will be the more recent hire date with no break in service.
- I. Probationary Period – Time in a temporary status will apply toward the probationary period as long as there is no break in service and the time served was in the same position.
- J. Pay and COLA – The temporary employee will not be eligible for step increases. However they are eligible for the annual cola increases.
- K. Overtime – All qualified permanent employees (who are available) must be asked to work overtime within a department before it can be offered to a temporary employee.

Job Openings to hire temporary employees shall be in accordance with the procedures listed in the contract.

Section 7. Seasonal Employees

- A. Not a replacement for an AFSCME regular position.
- B. Not part of AFSCME pay schedule.
- C. Hired to supplement peak period workloads.
- D. Does not receive benefits.

- E. Does not pay union dues (outside AFSCME contract).
- F. Management and the union agree to impact bargaining if there is a perceived conflict.

ARTICLE 9: JOB POSTING AND BIDDING

Section 1. The notice of vacancy in the labor services shall be posted in a conspicuous place, listing the pay, duties and qualifications. The posting shall include a job description. The notice of vacancy shall remain posted for seven (7) working days. Employees interested shall apply in writing within the seven (7) day period. The Town shall award the position to the most senior qualified applicant within the department. If no qualified person exists within the department, the position will be available to the most senior qualified person within the bargaining unit. If no applicant is qualified, the Town may fill the position from outside the bargaining unit. Working foremen's positions shall be filled by the most qualified senior person in that division in accordance with the job description. It is mutually agreed between the parties that if no applicant is qualified, the Town may fill the position from outside the bargaining unit.

Section 2. The successful applicant shall be given one year (52 weeks) working trial and training period in the new position at the applicable rate of pay. If at any time after 30 calendar days into the 52-week trial and training period it is determined that the employee is not able to adequately perform the work, he/she shall be returned to his/her former position and rate of pay. The probationary period for new employees is twelve months.

Section 3. The most senior applicant for a job posted under the terms of this provision who applies for but does not receive the job shall be able to file a grievance concerning same under the terms of this Agreement. Employees not the most senior of those applying shall not be able to file

a grievance concerning same.

Section 4. A person who accepts a higher position in the bargaining unit through the bidding process shall be ineligible to make an additional bid for the following six (6) months unless the new position is in the same grade or below that previously held by the employee.

Section 5. Job description shall accompany the posting of vacancies.

ARTICLE 10: HOURS OF WORK

Section 1. The hours of work shall be consecutive each day. Each employee shall be scheduled to work a shift with regular starting and quitting times. Work schedules shall not be changed during the term of this Agreement except as necessary for the efficient operation of the department and provided further, the Town gives the Union thirty (30) days' notice of the intended change and offers to meet with the Union to explain the reason for the change. Should the Union feel that the change is arbitrary or capricious, it shall be able to file a grievance protecting same under the terms of this Agreement. During the life of this Agreement, the Town may elect to institute a 4-day-10-hour per day work week for certain Facilities division employees on a volunteer basis. If there are insufficient volunteers then the Town will meet with the Union prior to putting the new work week in effect.

Section 2. The work week shall remain as now in effect, provided, however, employees hired after July 1, 1975 may be assigned a Tuesday-Saturday work week. Water Plant Operators may continue to have a regular work week including Saturday and Sunday pursuant to past practice.

The regular work day for all employees in the bargaining unit shall consist of eight and one-half (8 ½) consecutive hours including one ½ hour unpaid break for lunch or supper. The

regular hours of work for meter readers shall be eight and one-half (8 ½) consecutive hours starting no earlier than 7:00 A.M. and no later than 8:00 A.M. and ending no earlier than 3:30 P.M. or later than 4:30 P.M.

The Building Maintenance Division and the Mechanical Electrical Division are exempted from the regular work day defined in this Article 10, Section 2. The hours of work for the Building Maintenance Division and the Mechanical Electrical Division will be eight (8) consecutive hours with a 30 minutes break for lunch or supper to be taken at the work site or at the Building Maintenance Shop on Red Spring Road. Management reserves the right to require the Building Maintenance Division and/or the Mechanical Electrical Division to adopt the regular work day of eight and one-half (8 ½) consecutive hours with one-half (½) hour unpaid break if there is recurring abuse of the hours of work defined in this paragraph. Management agrees to provide the Union with one written warning of recurring abuse before terminating this exemption from the regular work day for either of these two Divisions. Termination of this exemption from the regular work day shall not be grievable by the Union.

At the discretion of the Director of Public Works, employees may be allowed to be exempted from the regular work day defined in this article 10, Section 2. From July 1, 2019 through November 1, 2019, the hours of work for the exempted employees will be eight (8) consecutive hours with a twenty minute break for lunch or supper to be taken at the worksite or at the employees respective division shop. Management reserves the right to require the employees to adopt the regular work day of eight and one half (8 ½) consecutive hours with one half (1/2) unpaid break at its discretion. Management agrees to provide the union with thirty days written notice prior to any implementation or suspension of this exemption. Termination of this exemption from the regular work day shall not be grievable by the Union.

ARTICLE 11: OVERTIME

Section 1. All work performed after eight (8) hours of work in any day or after forty (40) hours of work in any week shall be compensated at the rate of time and one-half the employee's regular rate of pay.

At the employee's option compensation for overtime work under this section may be in the form of compensatory time at the rate of one and one-half hours for each hour of overtime work. Compensatory time may accrue up to a maximum of 64 total hours accrued per fiscal year and must be taken in the fiscal year in which accrued. Compensatory time must be taken in half and full day increments. It is understood that compensatory time shall be scheduled at such times which will not interfere with the operations of the employee's department which will be determined by the employee's Supervisor as designated by the Director of the Department.

Section 2. Employees are required to work a reasonable amount of overtime in the case of an emergency. Examples of emergency work include, but are not limited to, the plowing and the sanding of roads, the repair of breaks and leaks in water mains and services, the alleviation of plugged sanitary sewers and storm drains, building related emergencies and the completion of work started during the regular scheduled work day, the completion of which is necessary for the protection of the work accomplished or for the safety of the public.

Section 3. Employees are expected to respond to reasonable requests to work overtime to perform those normal functions of the department which by their nature must be performed at other than the regularly scheduled hours, such as the spraying of trees, building repairs and other similar type activity.

Section 4. Regularly scheduled inspection and maintenance shall continue as presently compensated.

Section 5. Scheduled work on Saturday and Sunday shall be a minimum of four (4) hours at time and one-half the employee's regular rate of pay except for water plant operators whose regular work week may include Saturday and/or Sunday who shall be paid straight time for hours worked and employees hired after July 1, 1975.

Section 6. Emergency work on Saturdays shall be a minimum of four (4) hours at time and one-half the employee's regular rate of pay. Emergency work on Sundays and Holidays shall be a minimum of four (4) hours at a double the employee's regular rate of pay. Emergency work on Christmas shall be a minimum of four (4) hours at triple the employee's regular rate of pay.

Section 7. Employees who are called in after completion of their normal work day or more than 1.5 hours before the beginning of their scheduled shift and not scheduled overtime, shall be compensated a minimum of 4 hours times 1.5.

Section 8. Employees ordered to report to work less than 1.5 hours before their scheduled shift shall be compensated at 1.5 times their regular pay for actual hours worked.

Section 9. Employees requested to extend their normal work day shall receive a minimum of one (1) hours' pay at the time and one-half rate.

Section 10. Notwithstanding the provisions of Section 7 and 8 to the contrary, employees called in to work, who do report and are then sent home within two (2) hours, shall receive a minimum of two (2) hours' pay at the rate of time and one-half the employee's regular rate of pay.

Section 11. The provisions of this Article as they pertain to callback pay shall not apply to employees who have not left the employer's premises and who are asked to work overtime.

Section 12. No part-time or summer employee will be offered overtime work until it has been refused by all unit members.

Section 13. If an employee works scheduled overtime during the work week in the morning

and goes home on sick leave during their regular shift, then the scheduled overtime hours will be compensated at regular pay and the employee will be charged sick leave for the rest of the day.

Section 14. Voluntary scheduled overtime shall be scheduled at least 24 hours prior to the start of the overtime work.

Section 15. Employees called in for overtime shall first report to their regular place of work to punch themselves in “on duty,” with the exception of emergency situations when their division supervisor may direct them to report directly to the worksite. At the conclusion of the overtime shift, employees shall report back to their regular place of work to punch themselves “off duty.” No employee shall punch another employee on or off duty, except with the permission of their division supervisor.

Section 16. Employees who are called during non-scheduled work hours to perform overtime work that can be completed from home may do so with the approval of their supervisor or his/her designee. Compensation for the work shall be at a rate of 1.5 times regular pay, with a one hour minimum. The charge of time thereafter will be the actual time worked, rounded to the nearest ½ hour.

Section 17. Employees shall be compensated at double time for overtime worked on Sundays and holidays.

Section 18. Employees will remain on overtime after 16 hours of continuous work for no more than two weather related or emergency events between the months of October and April each fiscal year. An “event” will be determined by the Directors of Public Works and Facilities.

ARTICLE 12: UNION REPRESENTATION

A union steward may be granted the opportunity to settle grievances during working hours without loss of pay provided he/she has notified his/her supervisor or the Town Manager and received approval to do so. Said approval shall not be withheld except as necessary because of work load at the time of the request.

ARTICLE 13: MEAL PERIODS

Section 1. PAID MEAL PERIODS Employees working extended shifts before and after the scheduled work day shall be granted paid meal periods as follows:

- A. One half-hour as near to the usual evening meal hours as emergency conditions permit, provided it is anticipated that the emergency work is to continue after 7:00 P.M. except when the Director of Public Works and/or the Director of Facilities elects to provide at Town's expense sandwiches and coffee at job site. In such cases, there shall be no loss of pay, and a rest period for eating shall be reasonable in length.
- B. A fifteen (15) minute break as close to midnight as emergency conditions permit.
- C. A one-half hour meal period as near to the usual morning meal hour as emergency conditions permit for employees who have worked one hour or more prior to the beginning of the scheduled day shift.
- D. Those employees scheduled for early morning projects which start two (2) hours or more before their normal work day shall be granted an extra fifteen (15) minute rest period during the forenoon.

Section 2. UNPAID MEAL PERIODS

- A. One-half hour as near to twelve noon as emergency conditions permit.
- B. Those employees who work on a scheduled project which begins after their normal evening meal hour shall not receive any evening meal compensation.

ARTICLE 14: REST PERIODS

All employees, to the extent permitted without undue interruption of work, shall be permitted a rest period not to exceed fifteen (15) minutes' duration the first half of their shift.

ARTICLE 15: CLEAN-UP TIME

Clean-up time for ten (10) minutes shall be allowed each employee covered by this Agreement.

ARTICLE 16: HOLIDAYS

Section 1. Employees who are scheduled to work on the following holidays shall be paid a regular day's pay in lieu of work. Said holidays are:

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

Section 2. Employees required to work on any said holidays shall be compensated at the rate of time and one-half their regular rate of pay, with a minimum of four (4) hours.

Section 3. When a holiday falls on a Saturday, it shall be celebrated on the preceding Friday. When a holiday falls on a Sunday, it shall be celebrated on the following Monday. Eight

(8) hours of holiday time shall be considered as time worked in computing overtime.

Section 4. Work on Christmas Day will be compensated at triple time.

ARTICLE 17: VACATIONS

Section 1. All employees covered by this agreement shall be entitled to the following vacations:

After 26 weeks of continuous service (prior to July 1 of each year):	Two (2) weeks
After 5 years of continuous service:	Three (3) weeks
After 10 years of continuous service:	Four (4) weeks
After 15 years of continuous service:	Five (5) weeks

Provided, nevertheless, that should the anniversary of continuous service fall within the calendar year in which the employee is entitled vacation, he/she shall be allowed the maximum amount of vacation time as determined by the anniversary of his/her employment. This provision, however, shall apply only to employees of at least five (5) years or more of continuous service. Employees who have 20+ years of service or 85 or more Sick Leave days, may convert 5 Sick Leave days to Vacation Leave days at the beginning of each anniversary year, provided the employee has not used more than 6 Sick Leave days during the previous year, and the 5 days of Vacation Leave are used within six months of the employee's anniversary date. Effective 10/20/08.

Section 2. The vacation period shall commence on July 1 and shall be scheduled so as not to interfere with department workloads. Employees shall notify their Division Head or designee of their desired vacation time off with as much advanced notice as possible, but no less than two week's notice for periods of five days or more. Employees shall also give at least 24 hours notice for single days off, with the exception of an emergency or unforeseen event, in which case the

employee shall also provide an explanation.

Section 3. Upon termination of employment, the employee shall receive payment on a pro rata basis equal to the amount of vacation pay he/she would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary.

Section 4. Employees called into work during vacation period shall be paid at overtime rate of one and one-half (1 1/2) times his/her regular rate for all hours worked, with a minimum of four (4) hours, provided, however, if an employee elects to receive equal compensatory vacation time, and said leave is approved by the director, then the employee may take said paid vacation leave in lieu of overtime pay.

Section 5. After twenty-six (26) weeks of continuous service, providing the employee obtains the full twenty-six (26) weeks prior to July 1 of the year following his employment, the employee will be entitled to two (2) weeks' vacation during the fiscal year commencing that July 1st and two (2) weeks each July 1 thereafter until completion of a full five (5) years of service.

A new employee who completes the full twenty-six (26 weeks - 6 months) of continuous service between January 1 and June 30 will be entitled to two (2) weeks' vacation commencing on July 1st and two weeks each July 1 thereafter until completion of a full five (5) years of service.

Employees who complete their full twenty-six (26) weeks of continuous service between July 1 and December 31, shall be entitled to one (1) week of vacation between the completion of their twenty-six (26) weeks and the following July 1 and two (2) weeks each July 1 thereafter in accordance with the balance of the contract.

Section 6 – Employees shall be able to roll over five (5) days of vacation time into the successor vacation period to be used prior to December 31st.

ARTICLE 18: TERMINAL LEAVE

An employee of the Town of Andover who becomes eligible for retirement under the State Retirement System and terminates his/her employment with the Town shall be entitled to pay for that portion of his/her unused accumulated sick leave as follows:

- A. For employees hired prior to July 1, 2008, the maximum number of days allowed for terminal leave is 120 work days at 24 years of service, prorated for lesser years of service, payable at the employee's regular eight hour daily rate of pay.
- B. For Employees hired from July 1, 2008 through December 6, 2012, the maximum number of days allowed for terminal leave is 90 work days at 24 years of service, prorated for lesser years of service, payable at the employee's regular eight hour daily rate of pay.
- C. For Employees hired after December 6, 2012, the maximum number of days allowed for terminal leave is 75 work days at 24 years of service, prorated for lesser years of service, payable at the employee's regular eight hour daily rate of pay.
- D. For Employees hired on or after July 1, 2015, the maximum number of days allowed for terminal leave is fifty (50) working days after twenty-four (24) years of service or more, or prorated for lesser years of service, payable at the employee's regular eight hour daily rate of pay.
- E. For Employees hired on or after July 1, 2016, the maximum number of days allowed for terminal leave is twenty-five (25) working days after twenty-four (24) years of service or more, prorated for lesser years of service, payable at the employee's regular eight hour daily rate of pay.

The Town will adhere to the Misenti arbitration case (#11-390-01388-93) for the

calculation of terminal leave.

Upon cessation of active employment (prior to the commencement of terminal leave), the employee shall no longer continue to earn sick leave, vacation, holidays or other benefits. Terminal leave pay shall be paid as a lump sum and shall not be included as base pay for purposes of retirement calculations.

- F. Upon death of a worker, 100% of accumulated sick leave shall go to a beneficiary of his/her choice. Said choice may be made in writing at any time during his/her employment by the Town and may be changed by the employee at any time. If a specific written choice is not in an employee's file in the Accounting Office, the payment will be made to the beneficiary shown on the employee's retirement enrollment form.
- G. AFSCME members with 20+ years of service and a Sick Leave balance of at least 120 days as of December 1st, of each year shall be eligible to sell-back one week (5 days) of their accumulated Sick Leave at their current rate of pay, which will be payable in January. Days bought back under this provision will permanently reduce the number of terminal leave days the employee is entitled to at the end of service at a ratio of one day for every day sold back. Effective 10/20/08.

ARTICLE 19: SICK LEAVE

Section 1. Each employee shall be credited with sick leave at the rate of one and one-quarter (1-1/4) day for each month of service. Employees hired after July 1, 2008 shall be credited with sick leave at a rate of one (1) day for each month of service. At the beginning of each fiscal year the Town will issue two (2) sick days into a Town-wide or AFSCME Sick Leave Bank for

each member hired after July 1, 2008. Employees may accumulate an unlimited number of sick days.

Section 2. Sick leave shall be used only for the necessary absence of an employee as the result of his/her own sickness or injury, provided however, should an emergency arise and a member of the employee's immediate family, as hereafter defined, become sick or ill, an employee may be excused from work not to exceed two (2) days for each occurrence, to be charged against accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the employee's family. Immediate family for the purpose of this selection shall include spouse, children, mother, father, grandparent or relatives who reside permanently with the employee.

Section 3. After five (5) days of illness or injury, or when sick on a day before or after a holiday, the Town may require medical proof of illness or injury in the form of a signed copy of the attending physician's record of treatment and/or diagnosis. The Town reserves the right to have the employee examined by the Town physician if he/she has been on sick leave for ten (10) consecutive work days.

Where an employee has received both a prior verbal and written warning that his/her sick leave usage has established a pattern of abuse (e.g., full day or half day absences before or after holidays or regular days off), a failure to furnish satisfactory medical proof on subsequent absences may result in further progressive discipline, to include suspension or termination.

A probationary employee is entitled to sick leave during their probationary period with the approval of the Department Director.

Section 4. For purposes of computing overtime, sick leave shall be considered good time.

Section 5. All work related injuries shall be reported immediately to the employee's immediate supervisor. The employee shall complete and sign an accident report form. In those

instances where it is necessary for the employee to be absent from work because of the work related injury, a request for determination as to eligibility for Worker's Compensation coverage and payment shall be immediately requested by the employee through the departmental supervisor and the Town Manager or his/her representative. Until a determination is made, the employee will receive sick leave compensation as provided for under Article 19. Upon receiving a determination that the employee's work-related injury is compensative under Worker's Compensation and in accordance with the provisions of Massachusetts General Laws, Chapter 159, Section 69, the employee shall receive directly from the Worker's Compensation insurer (or the Town of Andover, should the Town adopt a self-insurance program) Worker's Compensation benefits in an amount prescribed by law. However, in the event the employee's regular weekly earnings (excluding overtime) are in excess of the amount under Worker's Compensation, the employee may at his/her request receive said additional amount of pay from the Town of Andover proportionately chargeable to sick leave and/or accumulated vacation leave so long as the employee has available accumulated leave benefits.

If an employee no longer has available any accumulated sick leave, the employee may apply to the Town Manager for an advance of unearned sick leave. The granting of an advance of sick leave shall be at the sole and exclusive discretion of the Town Manager. Such conference, partial conference or refusal to confer an advance of sick leave shall not be subject to the provisions, either in whole or in part of Article 6, Grievance and Arbitration.

Section 6. Notwithstanding any other provision to the contrary, employees shall continue to accrue sick leave at the rate of one and one-quarter (1¼) days per month for a maximum of six (6) months while receiving Workers' Compensation benefits pursuant to G.L. Chapter 152.

Notwithstanding any other provision to the contrary, employees shall continue to accrue

vacation leave at the contractual rate for a maximum of six (6) months while receiving Workers' Compensation benefits pursuant to G.L. Chapter 152.

Longevity payments due under this agreement shall continue to be paid for up to a maximum of two (2) years while employees are receiving Workers' Compensation benefits pursuant to G.L. Chapter 152.

Employees shall continue to accrue seniority while receiving Workers' Compensation benefits pursuant to G.L. Chapter 152.

No other benefits shall accrue to employees while absent on an industrial claim.

Section 7. In the event that a custodian is out due to illness or injury for an extended period of time exceeding two weeks, the Town reserves the right to hire a substitute custodian utilizing the School Department's substitute custodian list.

ARTICLE 20: PERSONAL LEAVE

Employees shall receive two (2) days personal leave per contract year. Personal leave may be taken after the completion of six months of employment. Said personal leave is to be for an unusual occurrence, not in the normal course of events. This leave may be allowed by the Director of Public Works/Director of Facilities or his designee, provided it is consistent with the operational needs of the department and provided the request was made at least 24 hours prior to the starting of the work day on which he/she wishes to be absent. Personal leave may be taken in one hour increments.

ARTICLE 21: FUNERAL LEAVE

In the event of a death in the immediate family of an employee he/she shall be entitled to up to five (5) consecutive working days leave without loss of pay in order to make necessary arrangements and to attend funeral or memorial services. Said leave shall not be charged to sick leave or vacation leave. Immediate family under this Article shall mean: spouse, children, mother, father, mother-in-law, father-in-law, grandparents, brother or sister or relatives who reside permanently with the employee.

ARTICLE 22: JURY PAY

An employee required to be in Court as a result of jury duty shall receive the difference in the amount received as a juror and his/her regular week's pay, provided the employee reports to work on all days or half days when he/she is excused from jury duty by the Court.

ARTICLE 23: MILITARY LEAVE

In accordance with Massachusetts General Laws Chapter 33, Section 59, employees shall be entitled to be paid for certain absences due to service in the armed forces of the Commonwealth or absences up to seventeen (17) days during an annual tour of duty as a member of a reserve component of the armed forces of the United States.

ARTICLE 24: HEALTH & WELFARE

The Town shall continue to pay 65% of the premium for group health insurance (Blue Cross/Blue Shield Master Medical or an equivalent plan) during the term of this agreement. The Town will also offer Blue Cross/Blue Shield's Master Health Plus and HMO Blue NE.

Health insurance benefits provided in accordance with Chapter 32 shall be continued for

the life of this Agreement. The Agreement entered into between the Parties dated June 16, 2016 regarding health insurance plan design is subject to revision either by the Town invoking the provisions of M.G.L. c.32B sections 21-23, or by negotiations pursuant to M.G.L. c. 150E to the extent required by law.

Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to the maximum amount allowed by the IRS per year withheld from their paychecks for the purpose of covering health-related expenses with pre-tax dollars.

All members covered under this agreement who were hired after July 1, 2017 and who are enrolled in the employer's HMO health insurance plan shall be required to contribute thirty percent (30%) towards the premium cost for their employer provided health insurance benefits.

ARTICLE 25: UNIFORMS AND PROTECTIVE CLOTHING

Section 1. If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the employer. The cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning, laundering) shall be paid by the employer. The parties agree to establish a subcommittee for the purposes of implementing the dress code.

Section 2. WEAR AND TEAR ALLOWANCE Employees (except those in Vehicle Maintenance) shall receive an annual lump sum payment of \$400 for the maintenance of their own work clothes and safety shoes.

Section 3. SAFETY SHOES & TOOL ALLOWANCE FOR VEHICLE MAINTENANCE
Vehicle Maintenance employees shall receive an annual lump sum payment of \$162.50 for the

maintenance of their own safety shoes, and an additional \$162.50 annual tool allowance, for a total of \$400 annually.

Section 4. PAYMENT Said employees shall receive a lump sum payment in the month of December, prior to Christmas.

Section 5. OTHER ITEMS Employer agrees to provide all materials, equipment, tools and special license fees required to perform the duties assigned to the employees covered by this Agreement. Employees in the bargaining unit are required to wear safety shoes. A safety shoe is defined as a steel-toed, above the ankle, leather upper and non-skid sole.

Section 6. VOLUNTARY UNIFORM PROPOSAL A voluntary uniform program in lieu of the \$400 annual payment will continued to be offered to any AFSCME employee who wishes to participate during this contract period. *Effective July 1, 2015 this amount shall be increased by \$75.00 for a total payment of \$400.000.*

A committee consisting of the Directors of DPW and Facilities plus representatives from the Union (up to one representative from each division, if needed) would be established to select the standard uniforms consisting of long or short pants, shirts (long and short sleeve) and tee shirts. Jackets can also be considered within the budget. The allocations listed below under “no proof of purchase” would also cover costs for safety shoes.

All shirts and tee shirts shall have some form of identification to identify the individual as a Town employee (i.e. Andover Public Works or Andover Facilities).

Employees will receive \$500 per year. Of this total, the employee will receive up to \$200 in December and up to \$300 when the employee produces proofs of purchase anytime during the contract year. Some or all of the \$200 will be paid prior to December if the employee has proofs of purchase above \$300 in total. No proofs of purchase will be needed for the \$200 December

payment.

Employees will be responsible for cleaning and maintenance of their uniforms.

Vehicle Maintenance employees, as a unit, will have the choice of their current program of \$162.50 per year and provided uniforms or become part of the voluntary program.

All employees who participate in the voluntary program agree to wear the uniforms during this contract period.

Any employees who do not wish to participate in the voluntary program will receive \$400 annually and will be required to meet reasonable dress code requirements.

All employees will be required to comply with the current safety shoe requirement.

During this agreement any AFCSME employee who is not on the voluntary uniform can switch over to this program (as specified in Section 6) and in lieu of the \$400 per year and qualify for an extra \$50 in the first year of the program for a total of \$550.00 (effective 10/20/8). Note: vehicle maintenance employees do not qualify for this.

ARTICLE 26: SAFETY COMMITTEE

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own Chairman and meet regularly to review safety practices.

ARTICLE 27: COMPENSATION

Section 1. Employees covered by this Agreement shall be paid pursuant to the salary schedules and retroactive pay in Section 9.

Section 2. [Reserved for future provision]

Section 3. Any employee who in judgment of the Town has not rendered satisfactory service shall within sixty (60) days of his/her salary increase receive a warning notice so advising the employee. Thereafter, if the employee's service improves, he/she shall receive the specified increase as provided by the salary schedule. However, should the employee's service fail to improve, he/she shall receive written notice not later than seven (7) days of the employee's anniversary date that he/she will not receive the increase as provided by the salary schedule.

Section 4. Employees shall receive longevity payments in accordance with the following schedule:

5 years:	2.0%
10 years:	2.5%
15 years:	3.0%
20 years:	3.5%
25 years:	4.0%

For the life of this contract no employee shall receive less in longevity payment than he received during the Fiscal Year 1986 under the old contract.

One-time Longevity Benefit - Upon written request to the Town Manager, members will receive a one-time Longevity benefit of a 15% increase to their base pay for 8 weeks, provided the employee has at least 120 days of sick time at 30 years of service (prorated for lesser years of service – e.g., 100/25, 80/20, etc.). During that time, the employee may not use more than 4 unexcused sick days without a doctor's note or department head approval. This provision does not apply to employees hired after July 1, 2008.

Section 5. No employee in Category 2 or 3 shall have his percentage salary increase for the category in which he is currently serving reduced for the purpose of calculating a salary

increase. However, at the conclusion of his tenure in the grade category in which he currently serves, his step increase shall be based upon this chart amount.

- A. Employees classified as Special Heavy Equipment Operator holding State Hydraulic Cable Licenses requested by the Town and assigned as operators of equipment that required the aforementioned licenses for more than 50% of the employee's regular working schedule shall be compensated in accordance with Compensation Grade W-4.
- B. Working Foreman, when directed by the Director of Public Works or the Director of Facilities, to cover in the absence of a General Foreman or Superintendent shall be compensated by a one dollar (\$1.00) per hour pay differential. Coverage for periods of time less than four hours shall not be compensated. The absence of a General Foreman or Superintendent will not always require such an assignment.
- C. Any AFSCME employee, when directed by the Director of the Department or a Deputy Director to cover in the absence of a General Foreman or Superintendent, shall be compensated by a two dollar (\$2.00) per hour pay differential. The following additional provisions apply:
 - 1. Coverage for periods of time less than four hours in the absence of a Working Foreman shall not be compensated.
 - 2. The compensation will apply only when a person is assigned by management to Working Foreman responsibilities. The absence of a Working Foreman will not always require such an assignment. The assignment by management will generally be given when a person is to assume all of the responsibilities of a Working Foreman. Performing a few

small administrative tasks, which have been typical past practices, will not require Temporary Working Foreman's pay.

3. Management reserves the right to select the person they believe is best qualified for assignment as a Temporary Working Foreman.

Section 6. Shift Differential. Create a shift differential for W-1 Custodians and HVAC Mechanic positions only.

- A. Custodians and HVAC Mechanics who are assigned to work a shift beginning at 12:00 PM or later, for five days per week, will be paid \$0.25 in addition to their regular hourly rate for all hours worked and for all paid leave including vacation, holiday and sick leave.
- B. Custodians and HVAC Mechanics who are occasionally assigned to work a shift that begins at 12:00 PM or later, or who are assigned to such a shift for less than five days per week, will be paid \$0.25 per hour in addition to their regular hourly rate for time worked only. For employees who meet the criteria described in this paragraph, vacations, holidays and other paid leave are to be paid at the regular rate without a shift differential .
- C. The \$0.25 shift differential will be included in calculating the overtime rate only when a regular work shift is extended and not when an employee is assigned to an additional shift.

Example 1. If a custodian assigned to a 3:00 PM to 11:00 PM shift for five days per week, works until 12:00 AM on a given night, the hour of overtime worked from 11:00 PM to 12:00 AM will be paid time and one half at a rate that includes the additional \$0.25 per hour shift

differential.

Example 2. If a custodian assigned to a 3:00 PM to 11:00 PM shift for five days per week, works a function at the Town House from 1:00 PM to 10:00 PM on a Saturday, said employee will be paid time and one half on his/her regular base rate without the \$0.25 per hour shift differential.

Section 7. Any Water/Sewer employee who obtains the following three licenses will be eligible to receive the W-6 pay grade: Commercial Drivers License (CDL), Massachusetts Water Distribution Grade 3 and Massachusetts Class 2B Hydraulic License. A Massachusetts license of a higher grade or class in the appropriate category may be substituted.

Employees are allowed to elect a maximum of two (2) of the following stipends provided that they qualify for the stipends elected. The Director of the Department shall determine in his/her discretion which positions qualify for the following stipends. Payments are due annually during the first pay period in May of the fiscal year that the payment is due. Payments are due to employees who as of July 1st of the fiscal year hold the qualifying certification or license, as applicable. Employees obtaining certifications or licenses who qualify for stipends hereunder after July 1st shall have their payments pro-rated during that fiscal year.

Backflow Prevention	\$250 per year
Electrician-Journey, Masters	\$250 per year
Plumbing- Apprentice, Journey, Masters	\$250 per year
Gas Fitters- Apprentice, Journey, Masters	\$250 per year
Locksmith	\$250 per year
Oil Burner Technician	\$250 per year

Pesticide Application	\$250 per year
Hydraulics-Extra Endorsements	\$250 per year
CDL	\$250 per year
Sewer Collection	\$250 per year
Master ASE	\$250 per year
Sarnofil Roofing Systems	\$250 per year
Sheet Metal Worker	\$250 per year
Tanker Endorsement	\$250 per year

Section 8. A \$200 bonus will be paid to any employee who does not use any sick time during six continuous months of work. Eligible employees will receive the bonus during the month immediately following the completion of six months of work with no sick leave used.

With supervisors pre-approval employees involved in weather-related emergency responses lasting greater than 24 hours may be permitted to use a sick day as a rest day and not have it be counted against the eligibility for a bonus under this section. Employees may use up to two rest days per fiscal year in accordance with this section. Approved rest days may only be used on the calendar day immediately following the employee's work during a weather-related emergency lasting greater than 24 hours.

Section 9. COLA & Classification Plan Implementation

[See Appendix A and B for Pay Grades and Salary Schedules]

COLAS:

FY17 – Pay increase effective July 1, 2016	2.0%
FY18 – Pay increase effective July 1, 2017	1.5%
FY 19- Pay increase effective July 1, 2018	2.0%

- Retroactive pay from July 1, 2007 for current employees and employees who

terminated after July 1, 2007, including Article 25, Section 3 (Tool Allowance).

- Longevity will continue to be effective on the employee's anniversary date based on the date of hire. (see Article 27, Section 4)
- The step increase date for all current employees employed as of July 1, 2002 will occur on the employee's anniversary date and annually thereafter starting on July 1, 2002.
- The step increase date for new employees starting on July 1, 2002 and thereafter shall be annually on the anniversary date of hire.
- After July 1, 2002, the new step increase date for all employees who bid out to new positions shall be the date the employee starts the new job.

Section 10. Job Descriptions

- The weight lifting requirement in all job descriptions will be approximately 60 pounds.
- Working Foreman job descriptions will include the following language: Working Foreman shall have the authority to assign work and give work direction to assigned employees. Working Foreman shall have the authority to point out problems and infractions of rules to assigned employees and shall report these problems to their immediate supervisors as needed. The Working Foreman shall not administer discipline.

Section 11. Education Benefits The program must be job-related or related to a job within the bargaining unit that the employee could potentially qualify for. The program must be approved

in advance and in writing by the Director of Facilities or the Director of Public Works at their discretion. The funds for tuition and books will only be paid at the end of a course with proof of successful completion and a passing grade when applicable. The Town reserves the right to limit annual amounts that will be paid including the amount of zero based on budget constraints. Funds will be reserved on a first-come first-served basis.

ARTICLE 28: UNION RELATED BUSINESS

Union members shall be granted leave of absence for union related business or training not to exceed a combined total of five (5) days in any calendar year for all employees in the bargaining unit provided that the employee requesting leave provides written notice 5 working days in advance of scheduled union business. The five (5) day maximum applies to the sum of leave days taken by all employees in the bargaining unit.

ARTICLE 29: MISCELLANEOUS PROVISIONS

Section 1. BULLETIN BOARDS Announcements shall be posted in a conspicuous place 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.

Section 2. Should any provision of this agreement be determined to be in violation of law, the said provision shall be void, but the remainder of said agreement shall be in full force and effect.

Section 3. NO DISCRIMINATION The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons

shall receive the full protection of this agreement, nor shall the parties discriminate against any person based on his/her membership or non-membership in the Union.

Section 4. ACCESS TO PREMISES Union representatives shall have access to employer premises only after receiving prior approval of the Town Manager or his/her designee. Said approval should not be unreasonably withheld.

Section 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, he/she shall be paid for his/her normal day at the rate to which he/she would be entitled for his/her shift.

Section 6. The Union recognizes the Town's right to sub-contract and outsource work. The Town recognizes its obligations to consider Union employees for planned sub-contracted work in accordance with the provisions of the following paragraph, and to impact bargain any proposed outsourcing of existing unit work prior to implementation.

Division Superintendents, with the approval of their Department Head, will make a good faith effort to consider their respective unit employees for performing planned sub-contracted work of \$10,000 or less, provided the following criteria can be met: The employees have the skills, equipment and tools to perform the work; they have the capacity to perform the work within the specified timeframes; and they can perform the work for equal or less cost than an outside sub-contractor.

Section 7. No monies shall be paid out under any provision of this agreement unless and until an appropriation has been made therefore.

Section 8. The Town agrees to establish a committee comprised of at least one member of every bargaining unit to consider selection of a dental plan and a prescription plan, both of which would be provided at no cost to the Town but would be payroll deductible.

Section 9. The Town agrees to deduct medical insurance payments before taxes rather than after taxes. This is intended to be implemented at the individual employee's option.

Section 10. Within 60 days of the signing of this Agreement, a committee made up of DPW and Facilities department managers, supervisors, and AFSCME members shall be formed to review the Town's existing alcohol and controlled substance policy, and to develop proposed changes and/or refinements to said policy for the Town Manager's review and approval.

Section 11. The Town will impact bargain moving the school custodians to AFSCME if and when it decides to proceed with this consolidation initiative.

Section 12. The Town will impact bargain departmental organizational and/or service changes as may be required prior to implementation.

Section 13. All AFSCME members are required to participate in Direct Deposit within four months of the date of this agreement [12/6/12]. In addition, if and when the Town seeks to move to bi-weekly payroll at some point in the future, it will bargain any impacts that may be required.

Section 14. In the event of a public health or public safety threat occurring within a school or municipal facility or at a worksite, the appropriate manager responsible for addressing the event, or their designee, will notify Facilities and/or Public Works, who will in turn be responsible to notify any AFSCME members working within the facility or at the worksite who may be potentially exposed to the threat.

Section 15. TIME OFF WITHOUT PAY. Time off without pay must receive pay approval by the Department Head.

Section 16. The Town may implement electronic distribution of pay advices as the only means of providing pay advices to employees. Notice will be provided to employees at least one month prior to the implementation of electronic pay advice distribution.

ARTICLE 30: UNFUNDED LIABILITY OFFSET

Effective starting with the first pay period in July 2019, each employee shall contribute 1.0% of the employee's regular pay per pay period to the Town. Such contribution shall be referred to as an Unfunded Liability Offset (ULO). Each employee shall sign an authorization for payroll deduction for the ULO contribution. Any employee who declines to make a ULO contribution through payroll deduction shall not be eligible to receive the FY2020 general wage increase. Any employees hired on or after July 1, 2019 who does not sign an authorization for payroll deduction for an ULO contribution to the Town equal to 1% of such employee's regular pay per pay period, shall receive wages that are 2% less than the wages in Appendix A.

ARTICLE 31: DURATION

This agreement shall be effective July 1, 2019 through June 30, 2022. After the expiration of this Agreement and before a successor Agreement is reached, should this occur, then the terms of this Agreement shall continue in effect during this period.

This agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term except by the mutual agreement of the parties.

On or after December 1, 2021, the Union may submit proposals in writing to the Town for changes in this Agreement to be effective in a successor Agreement.

This Agreement entered into this ___th day of _____, 2019.

TOWN OF ANDOVER

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 93, LOCAL 1704

TOWN MANAGER

AFSCME REPRESENTATIVE

LOCAL 1704 REPRESENTATIVE

LOCAL 1704 REPRESENTATIVE

LOCAL 1704 REPRESENTATIVE

TOWN OF ANDOVER
PUBLIC WORKS/FACILITIES
AFSCME PAY GRADES

APPENDIX A

GRADE	TITLE
W 0	Security Guard
W 1	Laborer I Custodian
W 2	Laborer II
W 3	Water Meter Reader, Installer Equipment Operator I Inventory Asst., Driver
W 4	Senior Custodian Equipment Operator II Equipment Operator II/Mechanic Custodial Working Foreman
W 5	Grader, Equip Operator II Painter I Tree Climber Maintenance Mechanic/HVAC Maintenance Craftsman; Equip Operation II Highway
W 6	Water Maintenance Distribution Specialist Painter II Maintenance Mechanic/Plumbing Tree Climber II WTP Operator in Training
W 7	Maintenance Mechanic/HVAC (HVAC Tech License)
W 8	Carpenter Water Treatment Plant Operator (3T)
W 9	Mechanic/Vehicle HVAC/Preventive Maintenance Mechanic Burner & Heating System Mechanic
W 10	Maintenance Electrician Plumber Maintenance Mechanic HVAC & Mechanical Security Systems Technician Water Treatment Plant Operator (4T)

W 12 Emergency Vehicle Technician

W 13 Working Foreman: Vehicle Maintenance; Building
Maintenance; Mechanical/Electrical; Water Treatment
Plant (Senior Operator); Highway; Parks; Cemetery;
Custodial; Forestry; Water and Sewer

Upon obtaining a commercial driver's license and a hydraulics license (2A or 2B), W-2s and W-3s will be classified as a W-4. The Catch Basin Cleaner, upon obtaining a commercial driver's license (B), a hydraulics license (2B and 4E) shall be classified as a W-5.

APPENDIX B

Wage Tables Authorizing the Unfunded Liability Offset

FY2020				
July 1, 2019 - June 30, 2020 (2%)				
Hourly				
	1	2	3	4
W0	21.90	22.46	23.06	23.62
W1	23.38	23.98	24.62	25.20
W2	24.12	24.72	25.34	26.00
W3	24.87	25.50	26.16	26.82
W4	25.64	26.29	26.97	27.63
W5	26.42	27.10	27.77	28.51
W6	27.22	27.95	28.66	29.38
W7	28.07	28.78	29.55	30.30
W8	28.96	29.69	30.46	31.23
W9	29.85	30.60	31.41	32.20
W10	30.78	31.55	32.38	33.20
W11	31.72	32.54	33.36	34.20
W12	32.70	33.54	34.42	35.28
W13	33.72	34.56	35.47	36.37

FY2020				
July 1, 2019 - June 30, 2020 (2%)				
Annual				
	1	2	3	4
W0	45,730.33	46,899.09	48,156.07	49,324.82
W1	48,817.44	50,074.42	51,397.16	52,609.77
W2	50,360.99	51,617.45	52,918.27	54,285.91
W3	51,926.47	53,249.22	54,616.34	56,005.38
W4	53,535.80	54,902.92	56,314.40	57,681.00
W5	55,167.57	56,578.54	57,990.02	59,533.58
W6	56,843.19	58,364.82	59,842.08	61,341.26
W7	58,607.55	60,084.81	61,694.14	63,260.14
W8	60,459.61	62,003.16	63,590.56	65,200.41
W9	62,334.11	63,899.06	65,574.68	67,228.38
W10	64,273.86	65,883.71	67,603.18	69,323.17
W11	66,236.58	67,934.12	69,654.11	71,417.95
W12	68,287.00	70,028.91	71,859.04	73,667.25
W13	70,403.71	72,167.54	74,063.97	75,937.95

FY2021				
July 1, 2020 - June 30, 2021 (2%)				
Hourly				
	1	2	3	4
W0	22.34	22.91	23.52	24.10
W1	23.85	24.46	25.11	25.70
W2	24.60	25.22	25.85	26.52
W3	25.37	26.01	26.68	27.36
W4	26.15	26.82	27.51	28.18
W5	26.95	27.64	28.33	29.08
W6	27.77	28.51	29.23	29.97
W7	28.63	29.35	30.14	30.90
W8	29.54	30.29	31.06	31.85
W9	30.45	31.22	32.03	32.84
W10	31.40	32.18	33.02	33.86
W11	32.36	33.19	34.03	34.89
W12	33.36	34.21	35.10	35.99
W13	34.39	35.25	36.18	37.10

FY2021				
July 1, 2020 - June 30, 2021 (2%)				
Annual				
	1	2	3	4
W0	46,644.88	47,837.12	49,119.16	50,311.40
W1	49,793.58	51,075.61	52,425.50	53,662.12
W2	51,367.93	52,649.96	53,976.89	55,371.67
W3	52,965.25	54,314.62	55,708.88	57,125.59
W4	54,606.42	56,001.20	57,440.36	58,834.62
W5	56,271.08	57,710.23	59,149.91	60,724.26
W6	57,980.11	59,532.01	61,039.03	62,567.96
W7	59,779.44	61,286.45	62,928.14	64,524.94
W8	61,668.56	63,242.91	64,862.68	66,504.37
W9	63,580.64	65,177.44	66,886.47	68,573.05
W10	65,559.55	67,201.24	68,955.16	70,709.60
W11	67,560.89	69,292.89	71,047.33	72,846.67
W12	69,653.07	71,429.44	73,296.11	75,140.33
W13	71,812.06	73,611.40	75,545.41	77,456.97

FY2022				
July 1, 2021 - June 30, 2022 (2%)				
Hourly				
	1	2	3	4
W0	22.79	23.37	24.00	24.58
W1	24.32	24.95	25.61	26.21
W2	25.09	25.72	26.37	27.05
W3	25.87	26.53	27.21	27.91
W4	26.68	27.36	28.06	28.74
W5	27.49	28.19	28.90	29.66
W6	28.32	29.08	29.82	30.56
W7	29.20	29.94	30.74	31.52
W8	30.13	30.89	31.69	32.49
W9	31.06	31.84	32.67	33.50
W10	32.03	32.83	33.69	34.54
W11	33.00	33.85	34.71	35.59
W12	34.03	34.89	35.81	36.71
W13	35.08	35.96	36.90	37.84

FY2022				
July 1, 2021 - June 30, 2022 (2%)				
Annual				
	1	2	3	4
W0	47,577.69	48,793.95	50,101.56	51,317.30
W1	50,789.56	52,097.17	53,473.68	54,735.35
W2	52,395.23	53,702.84	55,056.38	56,478.83
W3	54,024.39	55,400.90	56,822.83	58,268.25
W4	55,698.97	57,121.42	58,589.28	60,011.73
W5	57,396.51	58,864.37	60,332.76	61,938.43
W6	59,139.99	60,722.69	62,259.98	63,819.72
W7	60,975.34	62,512.11	64,186.69	65,815.85
W8	62,902.04	64,507.72	66,159.85	67,834.42
W9	64,852.24	66,480.88	68,224.36	69,944.87
W10	66,870.81	68,545.39	70,334.28	72,123.70
W11	68,912.35	70,678.80	72,468.22	74,303.57
W12	71,046.29	72,858.15	74,762.41	76,643.17
W13	73,248.08	75,083.44	77,056.07	79,005.74

Wage Tables Not Authorizing the Unfunded Liability Offset

FY2020				
July 1, 2019 - June 30, 2020				
Hourly				
	1	2	3	4
W0	21.47	22.02	22.61	23.16
W1	22.92	23.51	24.13	24.70
W2	23.65	24.24	24.85	25.49
W3	24.38	25.00	25.64	26.30
W4	25.14	25.78	26.44	27.08
W5	25.90	26.57	27.23	27.95
W6	26.69	27.40	28.10	28.80
W7	27.52	28.21	28.97	29.70
W8	28.39	29.11	29.86	30.61
W9	29.27	30.00	30.79	31.57
W10	30.18	30.93	31.74	32.55
W11	31.10	31.90	32.71	33.53
W12	32.06	32.88	33.74	34.59
W13	33.06	33.89	34.78	35.66

FY2020				
July 1, 2019 - June 30, 2020				
Annual				
	1	2	3	4
W0	44,833.54	45,979.85	47,211.77	48,357.56
W1	47,860.09	49,092.53	50,389.70	51,578.30
W2	49,373.37	50,605.81	51,881.06	53,221.03
W3	50,908.57	52,205.22	53,545.72	54,907.09
W4	52,486.06	53,826.55	55,209.85	56,550.35
W5	54,085.99	55,469.29	56,853.11	58,365.86
W6	55,728.72	57,220.60	58,668.62	60,138.58
W7	57,458.11	58,906.66	60,484.66	62,019.34
W8	59,274.14	60,786.90	62,343.50	63,922.03
W9	61,111.58	62,646.26	64,289.00	65,910.33
W10	63,013.75	64,591.76	66,277.82	67,963.88
W11	64,937.84	66,601.98	68,288.56	70,017.95
W12	66,948.07	68,655.53	70,450.16	72,222.88
W13	69,023.54	70,752.92	72,611.77	74,449.21

FY2021				
July 1, 2020 - June 30, 2021 (2%)				
Hourly				
	1	2	3	4
W0	21.90	22.46	23.06	23.62
W1	23.38	23.98	24.62	25.20
W2	24.12	24.72	25.34	26.00
W3	24.87	25.50	26.16	26.82
W4	25.64	26.29	26.97	27.63
W5	26.42	27.10	27.77	28.51
W6	27.22	27.95	28.66	29.38
W7	28.07	28.78	29.55	30.30
W8	28.96	29.69	30.46	31.23
W9	29.85	30.60	31.41	32.20
W10	30.78	31.55	32.38	33.20
W11	31.72	32.54	33.36	34.20
W12	32.70	33.54	34.42	35.28
W13	33.72	34.56	35.47	36.37

FY2021				
July 1, 2020 - June 30, 2021 (2%)				
Annual				
	1	2	3	4
W0	45,730.33	46,899.09	48,156.07	49,324.82
W1	48,817.44	50,074.42	51,397.16	52,609.77
W2	50,360.99	51,617.45	52,918.27	54,285.91
W3	51,926.47	53,249.22	54,616.34	56,005.38
W4	53,535.80	54,902.92	56,314.40	57,681.00
W5	55,167.57	56,578.54	57,990.02	59,533.58
W6	56,843.19	58,364.82	59,842.08	61,341.26
W7	58,607.55	60,084.81	61,694.14	63,260.14
W8	60,459.61	62,003.16	63,590.56	65,200.41
W9	62,334.11	63,899.06	65,574.68	67,228.38
W10	64,273.86	65,883.71	67,603.18	69,323.17
W11	66,236.58	67,934.12	69,654.11	71,417.95
W12	68,287.00	70,028.91	71,859.04	73,667.25
W13	70,403.71	72,167.54	74,063.97	75,937.95

FY2022				
July 1, 2021 - June 30, 2022 (2%)				
Hourly				
	1	2	3	4
W0	22.34	22.91	23.52	24.10
W1	23.85	24.46	25.11	25.70
W2	24.60	25.22	25.85	26.52
W3	25.37	26.01	26.68	27.36
W4	26.15	26.82	27.51	28.18
W5	26.95	27.64	28.33	29.08
W6	27.77	28.51	29.23	29.97
W7	28.63	29.35	30.14	30.90
W8	29.53	30.29	31.06	31.85
W9	30.45	31.22	32.03	32.84
W10	31.40	32.18	33.02	33.86
W11	32.36	33.19	34.03	34.89
W12	33.36	34.21	35.10	35.99
W13	34.39	35.25	36.18	37.10

FY2022				
July 1, 2021 - June 30, 2022 (2%)				
Annual				
	1	2	3	4
W0	46,644.88	47,837.12	49,119.16	50,311.40
W1	49,793.58	51,075.61	52,425.50	53,662.12
W2	51,367.93	52,649.96	53,976.89	55,371.67
W3	52,965.25	54,314.62	55,708.88	57,125.59
W4	54,606.42	56,001.20	57,440.36	58,834.62
W5	56,271.08	57,710.23	59,149.91	60,724.26
W6	57,980.11	59,532.01	61,039.03	62,567.96
W7	59,779.44	61,286.45	62,928.14	64,524.94
W8	61,668.56	63,242.91	64,862.68	66,504.37
W9	63,580.64	65,177.44	66,886.47	68,573.05
W10	65,559.55	67,201.24	68,955.16	70,709.60
W11	67,560.89	69,292.89	71,047.33	72,846.67
W12	69,653.07	71,429.44	73,296.11	75,140.33
W13	71,812.06	73,611.40	75,545.41	77,456.97