

AGREEMENT

between

TOWN OF TISBURY

and

AMERICAN FEDERATION OF STATE, COUNTY

and MUNICIPAL EMPLOYEES, AFL-CIO

MASSACHUSETTS STATE COUNCIL 93, LOCAL 3992

EFFECTIVE JULY 1, 2016

EXPIRING JUNE 30, 2019

(Town-wide Unit)

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PREAMBLE

This Agreement made and entered into as of this first day of July 2013 by and between the Town of Tisbury acting through its Board of Selectmen (hereinafter referred to as the "Town" or the "Employer") and the American Federation of State, County, and Municipal Employees Union, Massachusetts Council 93, Local 3992 (hereinafter referred to as the "Union") has as its sole purpose the establishment of harmonious relations, establishment of rates of pay, hours of work, and other terms and conditions of employment within the authority of law, and providing for peaceful procedures for the resolution of differences and securing the efficient operation of the Town and its various departments and facilities.

ARTICLE 1 RECOGNITION

Section 1: In accordance with the certification of the State Labor Relations Commission issued on March 2, 1987 in Case Number MCR-3694 as modified on June 26, 1990 in Case Number MCR 3974 the Town recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for the following bargaining unit:

All full-time and regular part-time non-supervisory employees employed in the Town of Tisbury excluding the Town Administrator, Administrative Assistant to the Town Administrator, Town Accountant, Treasurer, Tax Collector, Library Director, DPW Director, Water Superintendent, Water Systems Administrator, Harbormaster, Health Agent, Shellfish Constable, Building Inspector, EMT Service Coordinator, uniformed employees of the Police and Fire Departments, all managerial, supervisory, confidential and casual employees, and all other employees.

Section 2: Notwithstanding any provision of Section 1 to the contrary, the parties agree that all seasonal and emergency employees, except regular full time, year round EMT's and Paramedics are excluded from the unit.

Section 3: Regular part-time employees shall mean all employees having established hours of work that are less than a full-time employee but are fifteen (15) or more hours per week for 52 weeks per year excluding authorized absences.

ARTICLE 2 EMPLOYER RIGHTS

Section 1: The Employer reserves and retains solely and exclusively all of its common law, statutory, and inherent rights as such rights existed prior to the execution of this Agreement as long as not inconsistent with the specific provisions of this Agreement.

Section 2: Except as to the extent specifically abridged by this Agreement, the Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management and shall have, without interference, control and supervision of the Town and its various departments and facilities. The Employer reserves and retains all powers, authority, and prerogatives including, but not necessarily limited to: the right to assign, transfer, hire and promote; the right to determine shift schedules, hours of work and the work force; the right to require reasonable overtime work; to determine the number of employees it shall employ at any time and the qualifications necessary for any jobs it may have or may create in the future; to suspend, demote, discharge, or take other disciplinary action against employees for just cause, and to relieve employees from duties because of lack of work or other legitimate reasons; to determine the mission of the Town and its departments, its budget, its organization, the number and classifications of employees to be utilized, to determine the types of operation, methods, and processes to be employed; to discontinue processes or operations, or to discontinue their performance by employees covered by this Agreement; to determine reasonable standards of performance; to establish and change work schedules and assignments and otherwise to take measures as the Employer may determine to be necessary for orderly and efficient operations.

Section 3: The Town shall have the right to make and enforce rules and regulations governing operations, the manner and method of performing the work, the standards it requires and attendance, and any other matter so long as such rules and regulations are not in conflict with the specific terms of this

Agreement or Chapter 150E. The Employer shall have the right from time to time to change, alter, and add to such rules. Such rules will be enforced and in effect upon being posted wherever relevant and applicable among the Town Hall, Town Hall Annex, Public Works Facility, Water Works, Police Station, Ambulance Station, Senior Center, and the Library; and a copy of such rules prior to posting shall be furnished to the Union.

Section 4: Job descriptions shall be updated by the appropriate Department Head or Supervisor and submitted to the Board of Selectmen for review once every three years. Each July 1, the President of the Local shall provide notice to the Board of Selectmen of no more than one third (1/3) of the descriptions to be reviewed. Said job description reviews shall take place no later than the following January 1st. All job description reviews shall be done in consultation with the appropriate Department Head or Supervisor and the employee and his/her representative.

Decisions by the Board of Selectmen concerning job descriptions following said review process shall be final and binding and not subject to the grievance and arbitration procedure under this Agreement.

ARTICLE 3 NO STRIKE CLAUSE

Section 1: No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services (including overtime services). The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2: Should any employee or group of employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services (including performance of overtime), the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services. Furthermore, at the request of the Employer, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services, and to return to work forthwith.

Section 3: In consideration of the performance by the Union of its obligations under Sections 1 and 2 of this Article, there shall be no liability on the part of the Union or of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

Section 4: The Employer shall have the right to discharge or otherwise discipline any employee who violates Section 1 above.

ARTICLE 4 NON-DISCRIMINATION

Section 1: The Town and the Union agree not to discriminate in any way, including discrimination in training, job assignment, promotions, transfers, layoffs or discharge, against employees covered by this Agreement, because of race, religion, creed, color, national origin, sex, sexual orientation, age, or handicap that does not affect the employee's ability to perform the essential functions of the job.

Section 2: The Town and the Union recognize the right of employees to join or refrain from joining the Union, and to participate or not participate in union activity. Neither the Town nor the Union shall discriminate against any employee based upon membership or non-membership in the Union or participation or non-participation in union activity.

Section 3: No employee shall exercise responsibilities or authority in such a manner as to make submission to unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature a term or condition of employment within the Town. No employee shall engage in verbal or physical behavior of a sexual nature where such conduct has the purpose or effect of unreasonably interfering with an individual's work or performance or creates an intimidating, hostile or offensive environment.

Section 4: Any employee who feels that (s)he is being subjected to discrimination or harassment under this Article shall promptly notify both an official of the Union and the Board of Selectmen.

ARTICLE 5
EMPLOYMENT RECORDS

Section 1: Personnel Records Upon execution of this Agreement all Personnel Records held by all boards, departments, or individual persons relating to employees covered by this Agreement will be turned over to the Town Administrator.

Section 2: Confidentiality Personnel records shall be considered confidential and access to records shall, unless circumstances dictate otherwise, be limited to the Board of Selectmen, Town Administrator or persons authorized by the Selectmen or Town Administrator on a need to know basis.

Section 3: Access to Records An employee may upon request to the employee's appointing authority have access to review his/her personnel file. The employee's review of his/her employment records shall be in the presence of the Town Administrator or Selectmen.

Employees shall have timely access, and will sign acknowledging receipt of any document placed in their personnel file. An employee's signature of receipt does not constitute their agreement with the document and employees may submit written rebuttal's to any document they disagree with. All such rebuttals shall be affixed to the document to which there exists disagreement between the parties.

ARTICLE 6
SENIORITY AND LAYOFF

Section 1: Probationary Period

- a) It is expressly agreed and understood by the parties that permanent employees are on a probationary basis for the first four hundred eighty (480) work hours of their employment and that such employees do not accumulate seniority until they have been continued in employment, at the sole discretion of the Town, beyond said four hundred eighty (480) work hours probationary period, at which time a permanent employee's seniority will revert back to the date of original appointment to his position.
- b) All time spent in continuous service in a classification covered by this Agreement shall be counted toward completion of an employee's probationary period. Regular part-time employees (15 or more hours/week) who become full-time (35-40 hours/week) shall revert to their probationary status if they have not completed the equivalent of three months of full-time service, though they may have completed three months of regular part-time service. Part-time hours worked shall count toward completing the full-time probationary period.

Section 2: Seniority

- a) An employee's seniority shall be based upon the length of continuous service within the bargaining unit commencing with the date of hire to a permanent full-time or regular part-time position covered by this Agreement. Where two or more employees were appointed on the same date, seniority shall be determined by order of draw of names.
- b) Temporary or intermittent service with the Town shall not be credited toward employee seniority where the individual is subsequently hired to a permanent full-time or regular part-time position.
- c) Regular part-time services of fifteen (15) or more hours per week shall be credited toward seniority in proportion to full-time service.

Section 3: Seniority List

- a) The Town shall prepare and forward to the Union a list of employees in the bargaining unit as of the start of each fiscal year, and as of the start of each calendar year.
- b) The list shall show the name, job title, starting date, grade, step, and wage rate of employees in the unit.
- c) The employee data list shall be provided by August 1 and February 1 respectively.
- d) Employees and the Union shall be barred from grieving and contesting data on the lists after September 1 and March 1 respectively, or thirty days from receipt if later.

Section 4: Break in Service

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

- a) Voluntary quit;
- b) Discharge for just cause;
- c) Absence from work on three (3) consecutive working days without notice to the Employer in the absence of justifiable excuse;
- d) Layoff for lack of work for more than twenty-four (24) months;
- e) Failure to return to work after the expiration of any leave of absence;
- f) Failure to return to work within two (2) weeks after receipt of a registered or certified letter mailed to the employee at his last known address requesting employee's return to work. Employees must, within three (3) days, notify the Employer of intent to work upon receipt of said notice of recall.

Only the first thirty (30) days of a leave of absence shall be counted toward accrued seniority and an authorized leave of absence of more than three months duration other than a leave for military service will be considered a break in continuous service for seniority purposes.

Section 5: Layoffs:

In the event a layoff becomes necessary in the exclusive judgment of the Employer, the Employer will lay off on the basis of seniority within each job classification and department affected. Employees will be recalled based on seniority in their job classification with the most senior employee recalled first.

The Employer shall determine whether layoff or recall shall be limited to part-time or full-time employees or both.

The Town may identify a service that it provides which may be discontinued. Upon identification, the employees who normally provide that service shall be subject to layoff. However, such employees may bump other employees of the Town who are junior and fill their positions if they are qualified. No new probationary period shall apply to such employees.

Section 6: Alternative to Layoffs.

Before laying off employees due to lack of funding, the Town shall offer to meet with the Union to discuss whether this Agreement might be modified or any other action might be taken to avoid the necessity of a layoff.

ARTICLE 7 JOB POSTING AND BIDDING

Section 1: When the Town determines the need to fill a vacancy or new position in the bargaining unit, a notice shall be posted within the Town Hall, Town Hall Annex, Public Works Facility, Water Works, Police Station, Ambulance Station, Senior Center, and the Library listing the pay, duties, and qualifications for the position. The notice shall be drafted by the Town for editing, posting, and advertisement by the Town Administrator.

Section 2: The notice shall be posted for five (5) workdays and interested employees who seek to fill the position shall apply in writing to the Town Administrator within the posting period. Selection of applicants in accordance with Section 3 of this Article shall be made first from within the bargaining unit, provided a qualified applicant exists, and then from outside the bargaining unit pursuant to Section 4 of this Article.

Section 3: Selections shall be made on the basis of qualifications, including ability, education, training, experience, work record, and dependability, and the Employer shall be the sole and exclusive judge of these criteria. Where qualifications are relatively equal, seniority shall be the determining factor. Where the senior applicant is selected, a junior employee may not grieve his non-selection.

In adjudging qualifications the Employer reserves the right to administer written and/or oral examinations and to require a physical examination (medical, agility, etc.) as may be appropriate to the position and fair and reasonable in the circumstances. The Union shall be kept informed as to the nature and type of any testing and may advise thereon.

Section 4: Where no applicant from the unit is deemed qualified for the position, the Employer may hire an applicant from outside the unit.

Section 5: Trial & Training Period

Upon promotion an employee shall be given a thirty (30) calendar day trial and training period in the new position at the applicable rate of pay. The employer may extend said probationary period once for an additional thirty (30) calendar days. If, at the end of the trial and training period, it is determined that the employee is not qualified to perform the work, he/she shall return to his old position and rate. The decision of the employer to return the employee to his previous position is grievable only to the Board of Selectmen.

Section 6: Temporary Help

When temporary help must be hired, the maximum length of employment shall be four hundred eighty (480) hours, which may be extended by the Board of Selectmen another four hundred eighty (480) hours, for a total of nine hundred sixty (960) hours in any one twelve (12) month period.

Section 7: Apprentice Program

Should the parties agree on the implementation of an apprentice program, all apprentice positions shall be subject to new hire posting requirements.

Section 8: Education

All new hires as of the date said contract is approved by the Town of Tisbury, shall have a high school diploma or GED equivalency.

ARTICLE 8
HOURS OF WORK AND OVERTIME

Section 1: Hours of Work

- a) The regular workweek for full-time employees covered by this Agreement shall be forty (40) hours. The regular workday for full-time employees covered by this Agreement shall be eight (8) hours.
- b) Employees who work thirty-five (35) or more hours per week shall be considered full-time for benefit purposes. Regular part-time employees typically work fifteen (15) or more hours per week, but the Town's needs and funding shall govern.
- c) Regular part-time work schedules are determined by the Employer and cannot be varied without authorization and approval by the Town Administrator. Flexible time schedules, appropriate to the circumstances, are allowable.
- d) Payroll week for EMS will be established by the Ambulance Coordinator and Town Accountant in writing, but shall remain outside the contract.

Section 2: Overtime Pay

- a) All authorized hours worked beyond forty (40) hours in a workweek shall be compensated at time and one-half the employee's regular hourly wage rate except for employees whose workweek fluctuates seasonally.
- b) In calculating whether or not overtime pay is owed for hours worked in a workweek, only hours actually worked over forty (40) hours per seven (7) day week shall be counted and absences due to sickness or vacation leave shall not be counted. Accrual of benefits shall be based on hours actually worked.

- c) For employees whose regularly scheduled work week may include a holiday, the hours of holiday pay received shall count toward the forty (40) hours that otherwise must actually be worked before overtime is paid.
- d) No overtime shall be paid when traveling for training purposes.

Section 3: Call-Back/Scheduled Overtime Pay

- a) Employees called back to work due to an emergency after having left their place of employment shall receive a minimum of four (4) hours pay at time and one-half their regular hourly rate for those hours worked in advance of their regular shift starting time. (e.g., An employee called back to work one hour in advance of his regular shift starting time will receive time and one-half pay only for time worked in advance of the regular shift and not the three hour minimum.)
- b) Authorization for overtime callbacks in emergencies shall be handled consistent with the provisions of Section 4 of this Article.
- c) Employees "scheduled" for routine overtime shall be paid a minimum of two (2) hours pay at time and one half their regular hourly rate.

Section 4: Overtime/Call-Back Authorization

- a) All overtime work must be authorized and approved in advance by the Department Board in order to be compensated. It is the responsibility of the Department Head to notify the Department Board of the need for overtime work as far in advance as possible. The request from the Department Head and approval or disapproval of the department board must be in writing.
- b) In situations where it is not practical for the Department Head to make a written request and obtain written approval from the department board, a telephone request and telephone approval is possible. There should always be a written request and approval even where such written request and approval is obtained after the overtime is worked.

Section 5: Overtime Distribution

- a) Overtime work shall be distributed equally and impartially within the bargaining unit.
- b) Overtime shall be offered on a rotating basis by seniority, first to those who normally perform the type of work involved or work of a similar nature, and secondly to those who hold the necessary licenses and are trained or in training.
- c) The Department Head shall maintain a roster of employees and assign overtime on an equal opportunity basis. Each employee shall be offered an equal opportunity to work overtime on a rotating call list. A current copy of the roster shall be posted on the bulletin board.

Section 6: Mandatory Overtime

- a) Mandatory Overtime is defined as overtime first refused by the entire list of eligible employees.
- b) In the event that the employer exercises their right to require mandatory overtime, it shall be done on a rotating basis by inverse seniority.

Section 7: Standby

- a) Station persons shall be on call throughout the weekend, and shall be available to respond within a reasonable time, but are not restricted to their homes or work place. They may arrange to have their duties covered by another employee with prior approval of the Water Superintendent.
- b) The station persons for each weekend shall be the same person designated for call-out the previous week. Holidays shall be treated in the same way as weekend days, and Monday holidays shall be considered part of the previous weekend.

Section 8: Act of God

- a) Notwithstanding the previous provisions of this Article, when hours are worked beyond the regular workday on account of an emergency caused by a storm, snow, fire, water damage, a broken water main, other such "Act of God", computer breakdown, or the like, absences due to vacation or other compensable leave in that same work week, shall be counted as hours actually

worked for the purpose of preserving the additional hours as overtime, to be compensated at time and one half.

- b) This provision shall not protect as overtime, compensable at time and one-half, any hours worked in a workday that are flexible time, make-up time, or extra time worked because a Department is behind or late in its work for any reason.

Section 9: Compensatory Time

- a) No employee may accumulate compensatory time in place of overtime beyond eight (8) hours in any fiscal year.
- b) Any accrued compensatory time must be used within the fiscal year in which it is earned.

Section 10: Time Clocks

The Town reserves the right to use time clocks as a method of recording time worked.

ARTICLE 9 LOCAL PREFERENCE

No work shall be contracted out by the Town, whether paid for by Town funds or otherwise, if the same work can be done completely, fully, and on a timely basis by the complement of Town employees at the same or lesser cost.

ARTICLE 10 LEAVE

GENERAL

Section 1: All leave may be taken in one-half (1/2) hour increments as well as full days.

PERSONAL LEAVE

Section 1: Employees shall be entitled to two (2) Personal Days annually to be used for personal business.

Section 2: An employee may not use their Personal Day to extend a holiday weekend or vacation period.

VACATION LEAVE

Section 1: All permanent, full-time employees covered by this Agreement shall be credited with accrued vacation leave in accordance with the following schedule:

- a) No vacation leave shall be earned by a new employee in a Department until he or she has completed the required probationary period.
- b) Beginning with the first full month of employment following completion of the probationary period, permanent full-time employees shall be credited with one working day of vacation for each full month of employment up to the July 1 following his or her first anniversary of employment, at which time she or he shall be credited with fifteen (15) working days of vacation.
- c) A permanent full-time employee shall be credited with fifteen (15) working days of vacation each subsequent July 1 until the July 1 following his or her fifth (5th) anniversary of employment, at which time he or she shall be credited with twenty (20) working days of vacation.
- d) A permanent full-time employee shall be credited with twenty (20) working days of vacation each subsequent July 1 until the July 1 following his or her tenth (10th) anniversary of employment, at which time he or she shall be credited with twenty (25) working days of vacation.
- e) If an employee leaves prior to December 31, he/she will be required to pay back a pro-rated amount of vacation time based on their termination date.

Section 2: Regular part-time employees with a normal work week of not less than fifteen (15) hours per week shall receive vacation leave in accordance with the schedule of vacation for full-time employees with the exception that for each such regular part-time employee "one day" shall mean one fifth (1/5) of the number of hours regularly worked per week.

Section 3: Prorated Accrual Vacation accruals shall be prorated for any uncompensated leave taken during the previous fiscal year.

Section 4: Vacation time so accumulated shall be taken at the convenience of the department, in arrangement with the department head for such time or times as shall best serve the public interest. Subject to these provisions seniority shall be used in resolving vacation selection preferences, provided that no employee shall have his/her vacation time bumped by another employee once it has been approved by the department head. Seniority is based on anniversary date.

Section 5: Carry Over Vacation time not taken in one fiscal year may be taken as earned or carried over to the next fiscal year. Employees may not carry over in excess of thirty (30) working days vacation leave to the next fiscal year.

Section 6: No employee shall be permitted to waive vacation for the purpose of receiving double pay.

Section 7: Vacation Buy-Back Any permanent employee leaving any municipal service in good standing, after giving the proper notice of at least two (2) calendar weeks of such termination of employment, shall be compensated for vacation leave accrued and unused to the date of separation. Employees eligible for vacation under these rules and whose services are terminated by dismissal through no fault or delinquency of their own, or by retirement, or by entrance into the Armed Forces, shall be paid an amount equal to the vacation allowance as earned and not granted. Vacation time compensated for under this section shall be calculated at the employee's current rate at time of payment.

HOLIDAYS

Section 1: The following days shall be recognized by the Town on the day on which they are legally observed by the Commonwealth of Massachusetts. On these days employees will be excused from duty without loss of pay except where the Town determines that the services of the employee are required to maintain essential Town services.

Christmas Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
President's Day	1/2 day before Thanksgiving
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Any other day declared a holiday by the Board of Selectmen or the Governor of the Commonwealth.

If any holiday or half-holiday falls on a Saturday or a Sunday, it shall be granted on the previous Friday or the following Monday or paid as a holiday or half-holiday at the discretion of the Employer.

If a holiday falls on a day when a department is regularly closed, employees in the department may receive an extra one day's pay (or 1/2 day's pay for 1/2 holidays), or take a day off with pay with the exception that for each regular part-time employee "one day" shall mean one-fifth (1/5) of the number of hours regularly worked per week.

Extra hours of pay received under the preceding paragraph shall not count to create overtime under Article 8, Section 2 (c).

Section 2: Working on a Holiday An employee who is required to and performs work on a recognized holiday shall be compensated for such hours of service at a rate of one and one-half (1 1/2) times the employee's regular hourly compensation, except when an employee works on Independence Day, Thanksgiving Day, and Christmas Day in which the employee will receive double time the employee's regular hourly compensation. The employee may either be paid for the holiday as well or receive another

day off with pay, employees shall also have the option to be paid for credited holiday time instead of receiving time off.

Section 3: Otherwise, full-time and regular part-time employees working fifteen (15) or more hours per week shall receive one day's pay for a holiday at his or her regular rate of pay based on the number of hours regularly worked per week.

Section 4: Holiday pay shall be granted to an eligible employee provided that the employee was in approved full pay status the week preceding and the week following the Holiday. Full pay status means 40 hours pay (regular, vacation, sick, etc.). Full pay status for part time employees would be their normal work week (i.e. 20 hours, 30 hours, etc.).

SICK LEAVE

Section 1: Accrual of Sick Leave

- a) Employees covered by this Agreement shall earn one (1) day of sick leave with pay for each full calendar month of service. No accrual will be recorded for a portion of a month.
- b) Regular part-time employees working fifteen (15) or more hours per week shall earn sick leave in accordance with the schedule for full-time employees with the exception that for each such regular part-time employee "one day" shall mean one-fifth (1/5) of the number of hours regularly worked per week.
- c) An employee shall be credited with the unused portion of leave granted under this section up to a maximum of ninety-six (96) days. This maximum shall be reduced to 65 days if and when the Town provides long-term disability insurance as a paid benefit. Any employee who may have accrued more than 65 sick days at the time such insurance is implemented will not forfeit those sick days, up to 96. Any employee denied coverage under the long-term disability insurance plan shall be credited with the unused portion of leave granted under this section up to a maximum of ninety-six (96) days.

Section 2: Use of Sick Leave:

- a) Sick leave shall be granted to an employee only when the employee is incapacitated from the performance of duties by personal sickness, injury, exposure to a contagious disease, or quarantine by public health authorities.
- b) In the case of an emergency, an employee can request that up to three (3) days of accumulated sick leave credit to be used in the event of serious illness or injury and medical or dental appointments in the employee's immediate family. Immediate family shall be defined as self, spouse, children, stepchildren, mother and father, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents, grandparents-in-law, and grandchildren.
- c) Sick leave may not be granted for self-imposed injury, self-imposed illness, or self-imposed disability or for employee misconduct and such shall not be considered proper claim for leave under this section.
- d) Employees who are going to be absent due to sickness or injury shall report their absence to the Department Head or his or her designee as much in advance of the start of their shift as possible, but no later than one (1) hour after starting time. An employee shall not be eligible for paid sick leave unless this procedure is followed. Notification should include the general nature of the illness or injury, length of anticipated absence and expected date of return. An employee should notify his or her Department Head each day he or she is out of work due to illness or injury unless other arrangements have been confirmed with the Department Head.
- e) An employee may be required to submit satisfactory proof of illness such as a physician's certificate as to the nature of the sickness or injury when absent for three (3) or more consecutive days, or after a series of repeated absences. An employee can also be required to provide a physician's certificate regarding his or her fitness to return to duty before the employee returns to work. The Town can require an employee out sick or injured to be examined at Town expense by a physician designated by the Town.

- f) If a pattern of sick leave abuse exists, of which the employee has been warned in writing, the Town may take the appropriate disciplinary action including, but not limited to, suspension or discharge.

Section 3: Use of Vacation Leave for Sick Leave:

- a) An employee's absence on account of illness or injury in excess of accrued sick leave shall be charged to vacation leave, unless the employee has received approval for an unpaid leave of absence by the Board of Selectmen.
- b) This does not apply to illness or injury for which the employee is entitled to Workers Compensation.

Section 4: Bonus Days

- a) An employee who uses no more than one (1) sick day in the twelve-month period ending June 30 of each year shall receive two (2) bonus days off with pay in the succeeding twelve (12) months.
- b) An employee who uses no more than three (3) sick days in the twelve (12) month period ending June 30 of each year shall receive one (1) bonus day off with pay in the succeeding twelve (12) months
- c) **Additional Bonus Day:** An employee who reaches the maximum number of sick days and who has used no more than two (2) days in the twelve (12) months ending June 30 of each year shall receive one (1) bonus day off with pay in the following twelve (12) months.

Section 5: Sick Leave Buy Back

- a) Upon termination under honorable circumstances with less than ten (10) years of service, employees shall be paid for twenty-five percent (25%) of their accumulated sick leave.
- b) Upon termination under honorable circumstances with ten (10) or more years of service, employees shall be paid fifty percent (50%) of their accumulated sick leave.
- c) If an employee retires from the Town's employ under the Dukes County Retirement System his or her sick-leave buy-back shall be 50%.
- d) In case of death, said payment shall be made to the employee's estate.

BEREAVEMENT LEAVE

Section 1: In the event of the death of a member of an employee's immediate family, defined as spouse, children, step-children, parent, parent in-law, sibling, sibling-in-law, grandparents, grandparent-in-law, grandchildren, and domestic partner or any other member of the employee's household, she or she shall receive five (5) days of paid leave to attend to arrangements and services.

Section 2: In the event of the death of a member of an employee's non-immediate family, defined as aunt, aunt-in-law, uncle, uncle-in-law, cousin, or cousin-in-law, the employee shall receive one (1) day of paid leave to attend services.

Section 3: Typically this time shall be taken at the time of death unless other arrangements have been made.

Section 4: For purposes of this section, "Domestic Partner is defined as "One with whom an employee shares both a committed relationship and abode for a period greater than two (2) years.

FAMILY AND MEDICAL LEAVE

Employees shall be allowed up to twelve (12) weeks of unpaid leave in a twelve-month period in accordance with the provisions of the Federal Family and Medical Leave Act of 1993 provided said leave is taken for the purposes expressed in the Act.

In addition, to the extent an employee has accumulated unused sick leave or accrued vacation benefits, such sick leave may be utilized at employee's option to pay for a portion or all of the leave requested where the purpose of the leave request is due to the employee's illness or at employee's option may use accrued vacation benefits to pay for a portion or all of the leave requested for any of the leave purposes

specified in the Act, but said sick or vacation leave may be used in addition to twelve (12) unpaid weeks of leave.

Further, where prior to the commencement of said leave, the employee requests the ability to return to work at less than full-time (rather than exhausting the twelve week maximum leave provided by the Act) and the Town agrees, the employee shall be permitted to return to work on a less than full-time basis.

JURY DUTY

Section 1: Full-time and regular part-time employees covered by this Agreement and called for jury duty shall be paid an amount equal to the difference between their normal compensation and the court compensation excluding allowance for travel. The amount due the employee shall be certified by the Town Accountant upon the presentation of proper evidence of moneys received for jury duty.

Section 2: If and when the provisions of Massachusetts General Laws Chapter 234A become applicable in Dukes County the provisions of Section 1 shall no longer apply. Instead, employees shall receive their regular compensation for the first three (3) days of jury duty in accordance with the provisions of General Laws Chapter 234A.

Section 3: As a condition to receiving payment for the Town for time spent on jury service, an employee must report to work if he is discharged from jury service for the day during his or her regular working hours.

MILITARY LEAVE

Full-time and regular part-time employees covered by this Agreement shall be entitled, during their annual tour of duty not exceeding fifteen (15) days as a member of a reserve component of the Armed Forces of the United States, to receive pay therefore without loss of their ordinary remuneration as an employee or official of the Town and shall also be entitled to the vacation provisions of these policies. The foregoing provisions are in accordance with Massachusetts General Law Chapter 33, Section 59 and 59A.

UNPAID LEAVE OF ABSENCE

Section 1: Board of Selectmen after consulting with the cognizant Board/Department Head may in its discretion grant an employee's request for a leave of absence without pay for medical or other good and sufficient reasons. Such a leave, if granted, shall generally not exceed three (3) months, but additional leaves may be granted. FMLA time off requests shall not require submitting a request to the Board of Selectmen for unpaid time off. However, said employees shall be required to follow the steps under the FMLA federal law to qualify for unpaid time off.

Section 2: An employee seeking a leave of absence shall submit a written request to the Board of Selectmen stating the reasons why a leave is requested, and how long a leave the employee is requesting. Such written request shall, except in case of emergency, be submitted to the Board of Selectmen at least four (4) weeks prior to the date on which the employee wishes to start the leave.

The Board of Selectmen shall have discretion as to whether to approve a request for a leave of absence and as to the duration of any leave approved, and its decision shall not be subject to review by an arbitrator under this Agreement.

Section 3: An approved leave of absence of over three months duration except military leave will be considered a break in service and on return to work the employee shall have the status of a new employee unless an extension of leave beyond the three months period has been authorized in advance of the extension. An employee on an approved leave, other than leave for military service, shall not accrue seniority or other benefits for any period beyond the first thirty (30) days of the leave. An employee on approved leave will not be entitled to any benefits but can continue group health insurance coverage by paying the full premium costs in advance on a monthly basis.

Section 4: An employee returning to work after an approved leave of absence of three months or less will be placed at that step of the salary schedule at which he or she was being paid prior to said leave of absence.

ARTICLE 11
APPROVED LEAVE STATUS

All employees must be on an approved employment status, either with or without pay. Any employee who is absent for a period in excess of five (5) consecutive working days without being placed on an approved status, either Personal time, Vacation, Sick Time, Family Medical Leave, Workers Compensation, or an approved Unpaid Leave of Absence by the Board of Selectmen pursuant to Article 10 will be considered resigned.

ARTICLE 12
HEALTH INSURANCE, LIFE INSURANCE,
AND EMPLOYEE ASSISTANCE PROGRAM

Section 1: The Employer shall make available \$25,000 of group life insurance for employees working twenty (20) or more hours per week. Premiums shall continue to be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employees who wish to participate. If / when town meeting accepts the provisions of Chapter 31B Section 7A of M.G.L. the Town will provide \$25,000 of group life insurance to all union employees.

Section 2: The Employer agrees to maintain its current level of group health and employee assistance benefits for employees working twenty (20) or more hours per week. Premiums shall continue to be paid seventy-five percent (75%) by the employer and twenty-five percent (25%) by the employees who wish to participate.

Section 3: The Employer reserves the right to offer additional health plan options (HMO & PPO) as employee option. Additional health plans may be offered by the employer and made available to union employees at the employees same rate of cost participation of 75% / 25%.

Section 4: The Employer reserves the right to change insurance carriers provided the level of benefits is not diminished.

ARTICLE 13
COMPENSATION

Section 1: Compensation Plan

- a) Effective July 1, 2016 the Compensation Plan shown in Appendix A, Schedule 1 shall define the wages to be paid during the fiscal year ending June 30, 2017 for each position shown. Said amounts shall be one point two percent (1.2%) above those shown in Appendix A, Schedule 3 of the contract ending June 30, 2019.
- b) Effective July 1, 2017 the Compensation Plan shown in Appendix A, Schedule 2 shall define the wages to be paid during the fiscal year ending June 30, 2018 for each position shown. Said amounts shall be one percent (1%) above those shown in Appendix A, Schedule 1 of the contract ending June 30, 2019.
- c) Effective July 1, 2018 the Compensation Plan shown in Appendix A, Schedule 3 shall define the wages to be paid during the fiscal year ending June 30, 2019 for each position shown. Said amounts shall be one percent (1%) above those shown in Appendix A.
- d) Section 2: Step Increases

During fiscal years 2016, 2017, and 2018, employees subject to a satisfactory performance evaluation will receive Step increases on the nearest Sunday to their anniversary date of employment. Said step increments are not automatic and are based on merit, satisfactory performance, and evaluation.

Section 3: New Hires

Employees may be hired up to step 2 of the compensation plan in effect on the date of hire based on documented education, licenses and experience in comparable position and advance from Step to Step up

to the maximum rate of pay by receiving annual step increments on their anniversary date or employment, subject to Section 2 above

Section 4: Promotion

An employee promoted to a higher classified position will be placed at that step in the higher classified position, which provides an increase in compensation over that which the employee was previously being paid. Additional step increments in the new position will be received on the employee's anniversary date, based on merit, satisfactory performance, and evaluation as specified in Section 2 until reaching the maximum rate for the position.

ARTICLE 14 LONGEVITY

Employees covered by this Agreement shall be paid a longevity payment and it shall be considered a part of base pay for overtime, retirement, or any other purpose, based on their anniversary date of service with the Town. Said payment is based upon a 40 hour week and shall be paid in its entirety over the fiscal year in accordance with the following non-cumulative step schedule:

10 Years of Service: For continuous employment beginning on the Sunday nearest to the tenth anniversary and continuing until the fifteenth anniversary..... \$1.00 per hour(\$2,088.00)

15 Years of Service: For continuous employment beginning on the Sunday nearest to the fifteenth anniversary and continuing until the twentieth anniversary.... \$1.50 per hour(\$3,132.00)

20 years of Service: For continuous employment beginning on the Sunday nearest to the twentieth anniversary and continuing from thereon..... ..\$2.00 per hour(\$4,176.00)

25 years of Service: For continuous employment beginning on the Sunday nearest to the twenty-fifth anniversary and continuing from thereon..... ..\$2.50 per hour(\$5,220.00)

30 years of Service: For continuous employment beginning on the Sunday nearest to the thirtieth anniversary and continuing from thereon..... ..\$3.00 per hour(\$6,264.00)

35 years of Service: For continuous employment beginning on the Sunday nearest to the thirty-fifth anniversary and continuing from thereon..... ..\$3.50 per hour(\$7,308.00)

ARTICLE 15 WORKING ABOVE CLASSIFICATION/EMPLOYEE IN CHARGE ACTING FOREMAN OR DEPARTMENT HEAD

Section 1: Working above Classification

- a) All work performed out of classification shall be approved by the Town Administrator or his/her designee
- b) Any employee working above their classification for more than one week shall have Board of Selectman approval.
- c) An employee who works above classification for a period of half, three-quarters, or a full day, at the request of a Board or Department Head, he or she shall be paid at the higher grade on the Step that provides the nearest higher rate.
- d) The employee must actually perform the work at the higher grade and not merely be a helper.

Section 2: Employee in Charge

- a) Absent a foreman, the appropriate Board may, but is not required to, appoint the most qualified employee "Employee in Charge".
- b) The employee in charge shall receive an additional one dollar (\$1.00) per hour in compensation when actually so in charge, i.e., when the Foreman or Department Head is not at work.

Section 3: Acting Foreman

A Board may, but is not required to, designate an employee to serve as Acting Foreman when the Foreman is (going to be) absent from work for a period of three continuous weeks or more.

The Acting Foreman shall be paid at the Foreman's grade, on the step that provides the acting employee the nearest higher rate.

ARTICLE 16 LICENSING AND EDUCATIONAL INCENTIVES

Section 1: CDL (Commercial Driver's License) and Hoister's Licenses

The Town will pay for and maintain any permits and licenses that are used for Town benefit, including the cost of all required tests and examinations.

Section 2: First Aid for Laymen and basic Cardio-Pulmonary Resuscitation

An employee who has completed a course in both First Aid for Laymen and Basic CPR shall receive a stipend of Two Hundred Fifty Dollars (\$250) payable upon presentation of qualifying documentation.

Section 3: Training and Professional Updating

An employee who attends training and professional update courses or conferences, typically for one to three days, given by State agencies, professional associations, or accredited academic institutions, approved in advance by the cognizant Board, shall receive additional compensation of one-half of one percent (.005) per Continuing Education Unit (CEU) (1 CEU equal to 10 contact hours), or course credit-hour from an accredited institution, up to a maximum of two percent (.02) of salary, to be paid in a lump sum in July of the following fiscal year.

Courses and conferences required for maintaining professional accreditation and/or licensing shall not be eligible for additional compensation.

Employees will be authorized to take courses appropriate to their positions in their Departments and their job descriptions.

Section 4: Degrees. An employee receiving the following additional compensation as of June 30, 1995 shall continue to receive the following added compensation for any one, but only one, of the degrees listed:

- 1% for an Associate's degree
- 2% for a Bachelor's degree
- 3% for a relevant graduate degree
- 4% for a specifically applicable graduate degree

This educational incentive shall be considered a part of base pay for overtime, retirement, or any other purpose, but only for a degree beyond what is required by the employee's job description. For example, if the job description requires a bachelor's degree, the employee shall receive only an additional one percent (1%), not three percent (3%) for a relevant graduate degree.

ARTICLE 17 TRAVEL ALLOWANCES

Section 1: Meals & Lodging

- a) When an employee is required to travel off-Island on behalf of the Town or is attending a business/professional meeting, the employee shall be eligible for meals every five (5) hours (i.e. 7:00 a.m., 12:00 p.m., and 5:00 p.m.).
- b) The meals allowance, including gratuity, shall not exceed \$10.00 for breakfast, \$15.00 for lunch, and \$25.00 for dinner.
- c) Overnight accommodations shall be at economy rates.

- d) The cost of any meal or lodging that is part of a meeting or conference package shall be paid in full, but not substitutions therefore.
- e) Reimbursement shall be made only against actual receipts.

Section 2: Mileage Allowance

- a) Effective July 1 of each year, employees authorized to use their personal motor vehicle on Town business shall receive the mileage allowance permitted by the Internal Revenue Service.
- b) Employees using their personal motor vehicle on authorized Town business shall maintain a mileage log indicating point of departure and destination with number of miles traveled. The mileage log shall be submitted to the employee's supervisor on a weekly basis.
- c) Mileage reimbursements shall not include use of a personal motor vehicle for traveling to and from work.
- d) The Town shall continue to pay an employee's additional motor vehicle insurance premium attributable to his or her usage of the vehicle on Town business.

Section 3: Overtime No overtime shall be paid when traveling for training purposes.

ARTICLE 18
FOUL-WEATHER GEAR, SAFETY GEAR, UNIFORMS

Section 1: Foul-Weather Gear

The Employer shall continue to provide, in the following departments to those employees covered by this agreement, foul-weather gear as it has in the past: Public Works, Water Works, Animal Control, Harbormaster, Police Department, Ambulance Service, Shellfish Department and the Health Agent.

Section 2: Work Gloves

The Employer shall provide work gloves to the employee. Gloves will only be replaced when worn out if they are returned to the Employer. In the event the gloves are not turned in, the employee will have to furnish his own or purchase the second pair from the Employer at cost.

Section 3: Safety Gear/Equipment

- a) The Employer shall provide: hard hats, ear protectors, safety goggles, and other safety apparatus deemed necessary by the Employer for the safety of its employees.
- b) Whenever issued, safety gear and/or equipment must be used as the Employer so instructs, and failure on the part of the employee to use issued safety gear and/or equipment could be cause for discharge.
- c) In the event safety clothing, as noted herein, is lost, stolen, or damaged through negligence, it shall be chargeable to the employee.

Section 4: Uniforms

- a) Employees in the Departments named in Section 1, on first coming to work for the Town will be provided with three (3) summer uniform sets, three (3) winter uniform sets, and (1) winter jacket and hat, and one (1) pair of winter work boots, which will be worn during working hours.
- b) The Employer, in consultation with the Department Heads and employees, shall determine the type of uniforms to be issued and shall set whatever departmental rules it deems necessary governing the issuance and maintenance of uniforms.
- c) The needs of each employee shall be reviewed each fall and spring. This provision for uniforms shall not be an arbitrable issue and shall remain in the jurisdiction of the Employer.
- d) A Department Head shall establish a voucher system with a dollar limit for items, an approved vendors list, etc.

- e) Employees who have exhausted their uniform voucher moneys shall be required to maintain their uniform from their own funds where necessary should their uniforms and equipment be found deficient.
- f) Employees will be required to clean and maintain whatever uniforms may be issued to them.
- g) Uniforms will be the property of the employee, but the employee shall reimburse the Town for fifty percent (50%) of the cost of all items purchased within two (2) months of the employee leaving the Town's employ.
- h) The Employer shall provide a system of storage for this and other gear, such as lockers.
- i) The foul-weather gear and safety gear provided under this section shall be left at the employee's place of employment at the end of each workday.

Section 5: Tools

The Town shall provide the tools necessary to accomplish the work required. Personal tools are prohibited from the job site.

ARTICLE 19 DISABILITY SUPPLEMENTATION

An employee waiting to receive or receiving worker's compensation may be paid in full the amount of any accrued overtime or vacation leave.

An employee receiving worker's compensation may be paid accrued sick leave to make up the difference between worker's compensation and regular salary.

The Town shall not supplement worker's compensation in any other manner.

ARTICLE 20 PROHIBITION OF ALCOHOL AND DRUGS IN THE WORK PLACE

Section 1: The maintenance, possession, dispensing, or use of alcoholic beverages or controlled substances (drugs) is prohibited wherever an employee is performing work for the Employer (the work place), including in vehicles. Each employee will abide by this policy as a condition of employment.

Section 2: The employee will notify the Employer of any criminal conviction for an alcohol or drug violation occurring in the work place no later than five (5) days after the conviction in a Federal or State court.

Section 3: Within ten (10) days after receiving notice of the criminal conviction of an employee for an alcohol or drug violation in the work place, the Employer will either take appropriate action against the employee or refer the employee to a rehabilitation program.

Section 4: The Employer will notify relevant Federal and State agencies as they may require within ten (10) days after receiving notice of any criminal conviction of an employee for an alcohol or drug violation in the work place. The Employer will also inform such agencies of the action or referral taken.

Section 5: The employee shall comply with all conditions included in attached drug & alcohol policy.

Section 6: The Town and the Union agree to bargain over the implementation of a drug testing program. When the parties come to terms on a mutually agreeable drug testing program, all new employees may be subjected to drug testing.

ARTICLE 21 DISCHARGE AND DISCIPLINE

Section 1: The Town shall have the right to discipline or discharge an employee covered by this Agreement for just cause.

Section 2: Employees covered by this Agreement who have completed their probationary period may appeal such discharge or discipline beginning with Step 1 of the grievance-arbitration provisions provided herein.

Section 3: The provisions of this Article shall not apply to employees who have not completed their probationary period. In the case of discharge or discipline of such employees, they shall not be able to utilize the grievance-arbitration provisions of this Agreement.

ARTICLE 22 GRIEVANCE-ARBITRATION

Section 1: A grievance is defined as any dispute concerning the meaning or application or interpretation of the express provisions of this Agreement. A grievance shall be processed in accordance with the following procedure:

The employee shall precede the filing of a grievance with a good faith effort to resolve any dispute. Should such good faith effort not result in resolution, a grievance shall be processed in the following manner:

Pre-Filing: The employee shall precede the filing of a grievance with a good faith effort to resolve the dispute with the department head within five (5) working days from when the employee first knew, or reasonably should have known, of the incident upon which the grievance is based. The employee may request mediation by the Human Resource Manager with the department head following a good faith effort to resolve the dispute. Failure to resolve the issue with the Department Head shall not be grounds for an additional grievance. Should such good faith effort not result in resolution, a grievance shall proceed in accordance with the following procedure:

Step 1: The grievance shall be presented in writing to the Town Administrator to the Board of Selectmen no more than five (5) working days of when the grievant was unable to reach resolution with their Department Head.

The written grievance shall contain a statement of the grievance, the facts involved, the specific provisions of the agreement alleged to be violated and the remedy requested, and shall be signed by the grievant or Union representative.

Step 2: If the grievance remains unsettled at Step 1, the grievance shall be presented to the Board of Selectmen within fifteen (15) working days of the answer by the Town Administrator, or within thirty (30) working days of presentation of the grievance to the Town Administrator, whichever occurs first. No grievance may be taken to Step 2 unless there is written documentation of its presentation at Step 1.

The Board of Selectmen shall schedule a hearing on the grievance. The Board of Selectmen shall answer the grievance in writing within fifteen (15) working days after presentation to the Board.

Step 3: If the grievance remains unsettled at Step 2, the Union and only the Union may submit the written grievance to arbitration within thirty (30) working days of the answer by the Board of Selectmen, or the date the answer is due, whichever occurs first. No grievance may be taken to Step 3 unless there is written documentation of its presentation at Step 2.

Section 2: Submission to arbitration shall be accomplished by a letter to the American Arbitration Association or the Labor Relations Connection on a rotating basis, with a copy to the Board of Selectmen, within the times specified in Section 1.

Section 3: If a grievance is not timely raised initially or presented within any of the time limits specified in Section 1 it shall be deemed abandoned and not entitled to consideration thereafter. Time limits may be extended by the mutual agreement of the parties in writing, signed by the Board of Selectmen and an official of the Union and the parties may mutually agree in writing to bypass any of the steps contained herein. The Union shall have the right to have any representative of its own choosing at any level of the grievance procedure.

Section 4: Arbitration shall be conducted pursuant to the rules of the American Arbitration Association or the Labor Relations Connection. No decision may include or deal with any issue or matter, which is

not expressly made subject to arbitration under the terms of this Agreement. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties except that the arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement and shall confine his decision to the issues submitted.

Section 5: The Union and the Town shall be responsible for one-half of the expenses and fees of an arbitrator designated under this Article and any administrative costs of the American Arbitration Association or the Labor Relations Connection.

Section 6: Notwithstanding any provision of this Agreement to the contrary, any dispute concerning the discipline or discharge of a probationary employee shall not be subject to the grievance and arbitration procedure.

Section 7: The occurrence or failure of occurrence of any incident prior to the execution date of this Agreement shall not constitute a violation of the Agreement and shall not be subject to grievance and arbitration.

Section 8: For purposes of this Article, "working day" is defined as a day Town Hall is open for business, excluding Saturdays, Sundays, and Legal/Contractual Holidays. In the event Town Hall closes due to inclement weather, or any other unforeseen circumstance, the day shall not be counted towards working days.

ARTICLE 23 PAYROLL DEDUCTION OF UNION DUES

Section 1: Pursuant to General Laws Chapter 180, Section 17A, the Town agrees to deduct Union dues from employees' wages, as the employee may individually and voluntarily authorize the Town to deduct, and transmit the amount so authorized to the Secretary-Treasurer of the union.

Section 2: Each employee who desires to authorize such deductions shall file with the Treasurer of the Town, through its offices, a signed and dated Union payroll deduction form authorizing the Treasurer of the Town to deduct from an employee's weekly earnings, and to remit to the Secretary-Treasurer of the Union, an amount of money equal to the dues required for membership in the Union. Said form shall waive all rights and claims against the Town, and the officers and agents thereof, for moneys deducted and remitted in accordance with said authorization.

Section 3: Dues deductions will be made weekly.

Section 4: Deductions and remittances shall continue from year to year as so authorized, unless such employee notifies the Treasurer of the Town, through its offices, in writing, of his desire to discontinue or change such authorization. Notice is to be given at least sixty (60) days in advance of the effective date of said discontinuance or change.

ARTICLE 24 PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1: Pursuant to the 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 execution 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.

Section 2: Agency service fees 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 25 UNION NEGOTIATING COMMITTEE

Section 1: The Town will permit a reasonable number of representatives of the bargaining unit, inclusive of the President, to participate on behalf of the Union in contract negotiations without loss of pay or benefits

Section 2: The Union understands and agrees that from time to time situations of an urgent nature may arise and employees must attend first to their job responsibilities.

Section 3: In no event may participation be arbitrarily and/or capriciously denied.

ARTICLE 26 STABILITY OF AGREEMENT

Section 1: No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

Section 2: The failure of the Employer or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Union to future performance of any such term or provision, and the rights and obligations of the Union and the Employer to such future performance shall continue in full force and effect.

ARTICLE 27 SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had an unrestricted right and opportunity to present demands and proposals with respect to any subject matter not covered or referred to in this Agreement. Matters, which are not covered by this Agreement, are deferred until the next period of negotiations.

ARTICLE 28 ADOPTION AND APPLICABILITY

Section 1: This Agreement shall take effect when a Memorandum setting out all changes to the previous Agreement is executed and thereafter ratified and confirmed by votes of the Union membership and the Annual Town Meeting. In order to be eligible for any retroactive payment under this Agreement, an employee must be in the employ of the Town on the date this Agreement is ratified and confirmed by the Town Meeting.

Section 2: Each year's funding of this Agreement must be approved by an Annual Town Meeting. In the event Town Meeting fails to appropriate sufficient funds for any particular year of this Agreement, the parties shall attempt to re-negotiate for that year before implementing monetary increases or layoffs. As used in this Article, the term "Town Meeting" shall include any related override ballot questions.

ARTICLE 29 MISCELLANEOUS

Section 1: No moneys shall be expended under any provision of this agreement during any particular fiscal year unless and until an appropriation has been made to cover the cost for the year in question.

Section 2: Should any provision of this Agreement be found illegal by a court of competent jurisdiction it shall be deemed null and void and the remaining provisions of the Agreement shall remain in full force and effect.

Section 3: Employees shall have all their wages, benefits, and/or working conditions established by the terms of this agreement and the collective bargaining process only.

Section 4: From Memorial Day through Labor Day, the Department of Public Works shall provide cups and a cooler filled with ice and water for all employees working outdoors.

ARTICLE 30
RETROACTIVITY

Section 1: In order to be eligible for any retroactive payment under this Agreement, an employee must be in the employ of the Town on the date this Agreement is ratified and confirmed by the Town Meeting.

ARTICLE 31
DURATION

This Agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until and including June 30, 2019.

On or after December 1, 2018, either party shall notify the other of its intention to commence bargaining for a successor agreement and the parties shall proceed forthwith to bargain collectively with respect thereto.

The terms of this Agreement shall continue beyond June 30, 2016 in the event no new Agreement is reached prior to that date and shall continue in force and effect until such time as a new Agreement is reached.

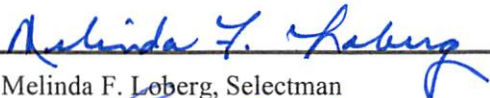
This Agreement represents the entire Agreement of the parties and may not be reopened except as provided herein during its term.

Executed this. 26th day of July 2016

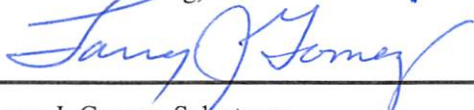
TOWN OF TISBURY
By its Board of Selectmen



Tristan R. Israel, Chairman

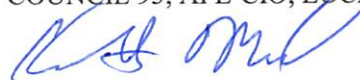


Melinda F. Loberg, Selectman



Larry J. Gomez, Selectman

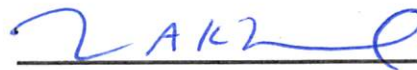
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES,
COUNCIL 93, AFL-CIO, LOCAL 3992, by



Ken Maciel, President



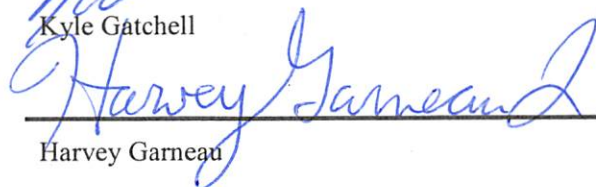
Laurie Clements



Marie Maciel



Kyle Gatchell



Harvey Garneau

FY 2017
TOWN OF TISBURY - GENERAL UNION
JULY 1, 2016 - JUNE 30, 2017
0% INCREASE - NEW SCALE

POSITION			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	CUSTODIAN II	HOURLY	17.50	18.06	18.64	19.24	19.86	20.50	21.16	21.84	22.54	23.26
	DEPARTMENT SECRETARY	WEEKLY(40)	700.00	722.40	745.60	769.60	794.40	820.00	846.40	873.60	901.60	930.40
	ELDER COMPANION	ANNUAL	36,540.00	37,709.28	38,920.32	40,173.12	41,467.68	42,804.00	44,182.08	45,601.92	47,063.52	48,566.88
	LABORER			3.20%	3.21%	3.22%	3.22%	3.22%	3.22%	3.21%	3.21%	3.19%
	LANDFILL ATTENDANT											
	WSC/EQUIPMENT OPERATOR											
	WATER TECHNICIAN I											
2	ADMINISTRATIVE SECRETARY	HOURLY	20.00	20.64	21.30	21.98	22.68	23.41	24.16	24.93	25.73	26.55
	FINANCIAL ASSISTANT	WEEKLY(40)	800.00	825.60	852.00	879.20	907.20	936.40	966.40	997.20	1,029.20	1,062.00
	LABORER II/CDL	ANNUAL	41,760.00	43,096.32	44,474.40	45,894.24	47,355.84	48,880.08	50,446.08	52,053.84	53,724.24	55,436.40
	SANITATION WORKER II/CDL			3.20%	3.20%	3.19%	3.18%	3.22%	3.20%	3.19%	3.21%	3.19%
	WATER TECHNICIAN I/EQUIPMENT OPERATOR											
	WATER TECHNICIAN II											
3	COA ACTIVITIES DIRECTOR	HOURLY	21.00	21.67	22.36	23.08	23.82	24.58	25.37	26.18	27.02	27.88
	EQUIPMENT OPERATOR/LABORER II/CDL	WEEKLY(40)	840.00	866.80	894.40	923.20	952.80	983.20	1,014.80	1,047.20	1,080.80	1,115.20
	HARBOR ADMINISTRATIVE ASSISTANT	ANNUAL	43,848.00	45,246.96	46,687.68	48,191.04	49,736.16	51,323.04	52,972.56	54,663.84	56,417.76	58,213.44
	LANDSCAPER			3.19%	3.18%	3.22%	3.21%	3.19%	3.21%	3.19%	3.21%	3.18%
	LIBRARY ASSOCIATE											
	TRAFFIC OFFICER											
	WATER TECHNICIAN II/EQUIPMENT OPERATOR											
	WATER TECHNICIAN III											
	PLANNING BOARD ASSISTANT											
	ZONING BOARD ASSISTANT											
4	ANIMAL CONTROL OFFICER	HOURLY	22.50	23.22	23.96	24.73	25.52	26.34	27.18	28.05	28.95	29.88
	ASSISTANT HEALTH AGENT	WEEKLY(40)	900.00	928.80	958.40	989.20	1,020.80	1,053.60	1,087.20	1,122.00	1,158.00	1,195.20
	CHILDRENS LIBRARIAN	ANNUAL	46,980.00	48,483.36	50,028.48	51,636.24	53,285.76	54,997.92	56,751.84	58,568.40	60,447.60	62,389.44
	CARPENTER			3.20%	3.19%	3.21%	3.19%	3.21%	3.19%	3.20%	3.21%	3.21%
	DATA COLLECTOR											
	EMT											
	PAINTER											
	REFERENCE LIBRARIAN											
	WASTEWATER PLANT OPERATOR											
	WATER TECHNICIAN III/EQUIPMENT OPERATOR											
	WATER TECHNICIAN IV											
	YOUTH SERVICES LIBRARIAN											
5	ASSISTANT TREASURER/COLLECTOR	HOURLY	25.00	25.80	26.63	27.48	28.36	29.27	30.21	31.18	32.18	33.21
	ASSISTANT TOWN ACCOUNTANT	WEEKLY(40)	1,000.00	1,032.00	1,065.20	1,099.20	1,134.40	1,170.80	1,208.40	1,247.20	1,287.20	1,328.40
	COA DIRECTOR	ANNUAL	52,200.00	53,870.40	55,603.44	57,378.24	59,215.68	61,115.76	63,078.48	65,103.84	67,191.84	69,342.48
	ELECTRICIAN			3.20%	3.22%	3.19%	3.20%	3.21%	3.21%	3.21%	3.21%	3.20%
	MECHANIC											
	WATER TECHNICIAN IV/EQUIPMENT OPERATOR											
	WASTEWATER PLANT OPERATOR IV											
6	ASSISTANT ASSESSOR	HOURLY	26.00	26.83	27.69	28.58	29.49	30.43	31.40	32.40	33.44	34.51
	CONTRACT SPECIALIST	WEEKLY(40)	1,040.00	1,073.20	1,107.60	1,143.20	1,179.60	1,217.20	1,256.00	1,296.00	1,337.60	1,380.40
	PARAMEDIC	ANNUAL	54,288.00	56,021.04	57,816.72	59,675.04	61,575.12	63,537.84	65,563.20	67,651.20	69,822.72	72,056.88
	WORKING FOREMAN-BUILDINGS & GROUNDS			3.19%	3.21%	3.21%	3.18%	3.19%	3.19%	3.18%	3.21%	3.20%
	WORKING FOREMAN-SANITATION & ROADS											
	WORKING FOREMAN-PARKS & RECREATION											
7	CHIEF WASTEWATER PLANT OPERATOR	HOURLY	34.00	35.09	36.21	37.37	38.57	39.80	41.07	42.38	43.74	45.14
	GENERAL FOREMAN	WEEKLY(40)	1,360.00	1,403.60	1,448.40	1,494.80	1,542.80	1,592.00	1,642.80	1,695.20	1,749.60	1,805.60
	WATER WORKS FOREMAN	ANNUAL	70,992.00	73,267.92	75,606.48	78,028.56	80,534.16	83,102.40	85,754.16	88,489.44	91,329.12	94,252.32
				3.21%	3.19%	3.20%	3.21%	3.19%	3.19%	3.19%	3.21%	3.20%

FY 2018
TOWN OF TISBURY - GENERAL UNION
JULY 1, 2017 - JUNE 30, 2018
1% INCREASE - NEW SCALE

POSITION			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	CUSTODIAN II	HOURLY	17.68	18.24	18.83	19.43	20.06	20.71	21.37	22.06	22.77	23.49
	DEPARTMENT SECRETARY	WEEKLY(40)	707.20	729.60	753.20	777.20	802.40	828.40	854.80	882.40	910.80	939.60
	ELDER COMPANION	ANNUAL	36,915.84	38,085.12	39,317.04	40,569.84	41,885.28	43,242.48	44,620.56	46,061.28	47,543.76	49,047.12
	LABORER			3.17%	3.23%	3.19%	3.24%	3.24%	3.19%	3.23%	3.22%	3.16%
	LANDFILL ATTENDANT											
	WSC/EQUIPMENT OPERATOR											
	WATER TECHNICIAN I											
2	ADMINISTRATIVE SECRETARY	HOURLY	20.20	20.85	21.51	22.20	22.91	23.64	24.40	25.18	25.99	26.82
	FINANCIAL ASSISTANT	WEEKLY(40)	808.00	834.00	860.40	888.00	916.40	945.60	976.00	1,007.20	1,039.60	1,072.80
	LABORER II/CDL	ANNUAL	42,177.60	43,534.80	44,912.88	46,353.60	47,836.08	49,360.32	50,947.20	52,575.84	54,267.12	56,000.16
	SANITATION WORKER II/CDL			3.22%	3.17%	3.21%	3.20%	3.19%	3.21%	3.20%	3.22%	3.19%
	WATER TECHNICIAN I/EQUIPMENT OPERATOR											
	WATER TECHNICIAN II											
3	COA ACTIVITIES DIRECTOR	HOURLY	21.21	21.89	22.58	23.31	24.06	24.83	25.62	26.44	27.29	28.16
	EQUIPMENT OPERATOR/LABORER II/CDL	WEEKLY(40)	848.40	875.60	903.20	932.40	962.40	993.20	1,024.80	1,057.60	1,091.60	1,126.40
	HARBOR ADMINISTRATIVE ASSISTANT	ANNUAL	44,286.48	45,706.32	47,147.04	48,671.28	50,237.28	51,845.04	53,494.56	55,206.72	56,981.52	58,798.08
	LANDSCAPER			3.21%	3.15%	3.23%	3.22%	3.20%	3.18%	3.20%	3.21%	3.19%
	LIBRARY ASSOCIATE											
	TRAFFIC OFFICER											
	WATER TECHNICIAN II/EQUIPMENT OPERATOR											
	WATER TECHNICIAN III											
	PLANNING BOARD ASSISTANT											
	ZONING BOARD ASSISTANT											
4	ANIMAL CONTROL OFFICER	HOURLY	22.73	23.45	24.20	24.98	25.78	26.60	27.45	28.33	29.24	30.18
	ASSISTANT HEALTH AGENT	WEEKLY(40)	909.20	938.00	968.00	999.20	1,031.20	1,064.00	1,098.00	1,133.20	1,169.60	1,207.20
	CHILDRENS LIBRARIAN	ANNUAL	47,460.24	48,963.60	50,529.60	52,158.24	53,828.64	55,540.80	57,315.60	59,153.04	61,053.12	63,015.84
	CARPENTER			3.17%	3.20%	3.22%	3.20%	3.18%	3.20%	3.21%	3.21%	3.21%
	DATA COLLECTOR											
	EMT											
	PAINTER											
	REFERENCE LIBRARIAN											
	WASTEWATER PLANT OPERATOR											
	WATER TECHNICIAN III/EQUIPMENT OPERATOR											
	WATER TECHNICIAN IV											
	YOUTH SERVICES LIBRARIAN											
5	ASSISTANT TREASURER/COLLECTOR	HOURLY	25.25	26.06	26.90	27.75	28.64	29.56	30.51	31.49	32.50	33.54
	ASSISTANT TOWN ACCOUNTANT	WEEKLY(40)	1,010.00	1,042.40	1,076.00	1,110.00	1,145.60	1,182.40	1,220.40	1,259.60	1,300.00	1,341.60
	COA DIRECTOR	ANNUAL	52,722.00	54,413.28	56,167.20	57,942.00	59,800.32	61,721.28	63,704.88	65,751.12	67,860.00	70,031.52
	ELECTRICIAN			3.21%	3.22%	3.16%	3.21%	3.21%	3.21%	3.21%	3.21%	3.20%
	MECHANIC											
	WATER TECHNICIAN IV/EQUIPMENT OPERATOR											
	WASTEWATER PLANT OPERATOR IV											
6	ASSISTANT ASSESSOR	HOURLY	26.26	27.10	27.97	28.87	29.78	30.73	31.71	32.72	33.77	34.86
	CONTRACT SPECIALIST	WEEKLY(40)	1,050.40	1,084.00	1,118.80	1,154.80	1,191.20	1,229.20	1,268.40	1,308.80	1,350.80	1,394.40
	PARAMEDIC	ANNUAL	54,830.88	56,584.80	58,401.36	60,280.56	62,180.64	64,164.24	66,210.48	68,319.36	70,511.76	72,787.68
	WORKING FOREMAN-BUILDINGS & GROUNDS			3.20%	3.21%	3.22%	3.15%	3.19%	3.19%	3.19%	3.21%	3.23%
	WORKING FOREMAN-SANITATION & ROADS											
	WORKING FOREMAN-PARKS & RECREATION											
7	CHIEF WASTEWATER PLANT OPERATOR	HOURLY	34.34	35.44	36.57	37.74	38.96	40.20	41.48	42.80	44.18	45.59
	GENERAL FOREMAN	WEEKLY(40)	1,373.60	1,417.60	1,462.80	1,509.60	1,558.40	1,608.00	1,659.20	1,712.00	1,767.20	1,823.60
	WATER WORKS FOREMAN	ANNUAL	71,701.92	73,998.72	76,358.16	78,801.12	81,348.48	83,937.60	86,610.24	89,366.40	92,247.84	95,191.92
				3.20%	3.19%	3.20%	3.23%	3.18%	3.18%	3.18%	3.22%	3.19%

FY 2019
TOWN OF TISBURY - GENERAL UNION
JULY 1, 2018 - JUNE 30, 2019
1% INCREASE - NEW SCALE

POSITION			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
1	CUSTODIAN II	HOURLY	17.86	18.42	19.02	19.62	20.26	20.92	21.58	22.28	23.00	23.72
	DEPARTMENT SECRETARY	WEEKLY(40)	714.40	736.80	760.80	784.80	810.40	836.80	863.20	891.20	920.00	948.80
	ELDER COMPANION	ANNUAL	37,291.68	38,460.96	39,713.76	40,966.56	42,302.88	43,680.96	45,059.04	46,520.64	48,024.00	49,527.36
	LABORER			3.14%	3.26%	3.15%	3.26%	3.26%	3.15%	3.24%	3.23%	3.13%
	LANDFILL ATTENDANT											
	WSC/EQUIPMENT OPERATOR											
	WATER TECHNICIAN I											
2	ADMINISTRATIVE SECRETARY	HOURLY	20.40	21.06	21.73	22.42	23.14	23.88	24.64	25.43	26.25	27.09
	FINANCIAL ASSISTANT	WEEKLY(40)	816.00	842.40	869.20	896.80	925.60	955.20	985.60	1,017.20	1,050.00	1,083.60
	LABORER II/CDL	ANNUAL	42,595.20	43,973.28	45,372.24	46,812.96	48,316.32	49,861.44	51,448.32	53,097.84	54,810.00	56,563.92
	SANITATION WORKER II/CDL			3.24%	3.18%	3.18%	3.21%	3.20%	3.18%	3.21%	3.22%	3.20%
	WATER TECHNICIAN I/EQUIPMENT OPERATOR											
	WATER TECHNICIAN II											
3	COA ACTIVITIES DIRECTOR	HOURLY	21.42	22.11	22.81	23.54	24.30	25.08	25.88	26.70	27.56	28.44
	EQUIPMENT OPERATOR/LABORER II/CDL	WEEKLY(40)	856.80	884.40	912.40	941.60	972.00	1,003.20	1,035.20	1,068.00	1,102.40	1,137.60
	HARBOR ADMINISTRATIVE ASSISTANT	ANNUAL	44,724.96	46,165.68	47,627.28	49,151.52	50,738.40	52,367.04	54,037.44	55,749.60	57,545.28	59,382.72
	LANDSCAPER			3.22%	3.17%	3.20%	3.23%	3.21%	3.19%	3.17%	3.22%	3.19%
	LIBRARY ASSOCIATE											
	TRAFFIC OFFICER											
	WATER TECHNICIAN II/EQUIPMENT OPERATOR											
	WATER TECHNICIAN III											
	PLANNING BOARD ASSISTANT											
	ZONING BOARD ASSISTANT											
4	ANIMAL CONTROL OFFICER	HOURLY	22.96	23.68	24.44	25.23	26.04	26.87	27.72	28.61	29.53	30.48
	ASSISTANT HEALTH AGENT	WEEKLY(40)	918.40	947.20	977.60	1,009.20	1,041.60	1,074.80	1,108.80	1,144.40	1,181.20	1,219.20
	CHILDRENS LIBRARIAN	ANNUAL	47,940.48	49,443.84	51,030.72	52,680.24	54,371.52	56,104.56	57,879.36	59,737.68	61,658.64	63,642.24
	CARPENTER			3.14%	3.21%	3.23%	3.21%	3.19%	3.16%	3.21%	3.22%	3.22%
	DATA COLLECTOR											
	EMT											
	PAINTER											
	REFERENCE LIBRARIAN											
	WASTEWATER PLANT OPERATOR											
	WATER TECHNICIAN III/EQUIPMENT OPERATOR											
	WATER TECHNICIAN IV											
	YOUTH SERVICES LIBRARIAN											
5	ASSISTANT TREASURER/COLLECTOR	HOURLY	25.50	26.32	27.17	28.03	28.93	29.86	30.82	31.80	32.83	33.88
	ASSISTANT TOWN ACCOUNTANT	WEEKLY(40)	1,020.00	1,052.80	1,086.80	1,121.20	1,157.20	1,194.40	1,232.80	1,272.00	1,313.20	1,355.20
	COA DIRECTOR	ANNUAL	53,244.00	54,956.16	56,730.96	58,526.64	60,405.84	62,347.68	64,352.16	66,398.40	68,549.04	70,741.44
	ELECTRICIAN			3.22%	3.23%	3.17%	3.21%	3.21%	3.22%	3.18%	3.24%	3.20%
	MECHANIC											
	WATER TECHNICIAN IV/EQUIPMENT OPERATOR											
	WASTEWATER PLANT OPERATOR IV											
6	ASSISTANT ASSESSOR	HOURLY	26.52	27.37	28.25	29.16	30.08	31.04	32.03	33.05	34.11	35.21
	CONTRACT SPECIALIST	WEEKLY(40)	1,060.80	1,094.80	1,130.00	1,166.40	1,203.20	1,241.60	1,281.20	1,322.00	1,364.40	1,408.40
	PARAMEDIC	ANNUAL	55,373.76	57,148.56	58,986.00	60,886.08	62,807.04	64,811.52	66,878.64	69,008.40	71,221.68	73,518.48
	WORKING FOREMAN-BUILDINGS & GROUNDS			3.21%	3.22%	3.22%	3.16%	3.19%	3.19%	3.18%	3.21%	3.22%
	WORKING FOREMAN-SANITATION & ROADS											
	WORKING FOREMAN-PARKS & RECREATION											
7	CHIEF WASTEWATER PLANT OPERATOR	HOURLY	34.68	35.79	36.94	38.12	39.35	40.60	41.89	43.23	44.62	46.05
	GENERAL FOREMAN	WEEKLY(40)	1,387.20	1,431.60	1,477.60	1,524.80	1,574.00	1,624.00	1,675.60	1,729.20	1,784.80	1,842.00
	WATER WORKS FOREMAN	ANNUAL	72,411.84	74,729.52	77,130.72	79,594.56	82,162.80	84,772.80	87,466.32	90,264.24	93,166.56	96,152.40
				3.20%	3.21%	3.19%	3.23%	3.18%	3.18%	3.20%	3.22%	3.20%