Agreement

between

Town of Mashpee

and



Clerical Unit

July 1, 2007 - June 30, 2010

www.seiu888.org

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ARTICLE I – RECOGNITION

<u>SECTION 1</u>. In accordance with the certification of the Massachusetts Labor Relations Commission in Case No. MCR-3042, issued on May 21, 1980, the Town recognizes the Union as the exclusive bargaining agent for the purpose of establishing wages, hours and other terms and conditions of employment for the following employees:

All regular full-time and regular part-time (working 20 hours or more per week) Administrative Assistants and Administrative Secretaries in the following departments: Collector/Treasurer, Public Safety Dispatchers; Fire Department, Department of Public Works, Board of Health, Planning Department, Inspection Department; Accounting, and Assessor's Departments.

SECTION 2. Notwithstanding anything contrary in Section 1 the following employees shall be excluded from the bargaining unit represented by the Union:

Assistant Town Accountant, the Personnel Assistant to the Human Resources Department and the Administrative Secretaries to the Town Manager.

ARTICLE II – NON-DISCRIMINATION

Neither the Union nor the Town shall discriminate against any employee on the basis of race, creed, color, religion, sex, national origin, age, being physically handicapped or membership or non-membership in the Union.

ARTICLE III – MANAGEMENT RIGHTS

Subject only to the express provisions of this Agreement and applicable Federal or State statutes, the Town, its Selectmen and its Department Heads reserve and retain all of the lawful powers and customary rights and authority of municipal management to manage and control Mashpee Town Departments, to determine the methods and means by which the operations of said Departments are to be carried on; to direct the employees of the Departments in any manner deemed in the best interests of the inhabitants of the Town, including but not limited to the right to appoint, promote, assign, and transfer, to issue reasonable rules and regulations; and to discipline and discharge employees.

ARTICLE IV - PAYROLL DEDUCTION OF UNION DUES

SECTION 1. Under authority of General Laws, Chapter 180, Section 17A, the Town agrees that Union dues determined in accordance with the Constitution and by-laws of the Union shall be deducted monthly from the wage of any employee in the bargaining unit who signs and remits to the Town a form authorizing such deduction. Such authorization shall remain in full force and effect for the duration of this Agreement or until sixty (60) days after notice in writing by the employee to the Town withdrawing the authorization, with a copy thereof filed with the Treasurer of the Union.

SECTION 2. The Union agrees to indemnify the Town for any expenses, damages or other financial loss which the Town may be required to pay or suffer by any arbitrator, administrative agency or court of competent jurisdiction as a result of the Town's compliance with this Article. The Treasurer of the Union will provide the Town a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum with surety satisfactory to the Town in accordance with Section 17A of Chapter 180 of the General Laws.

<u>SECTION 3.</u> The employer agrees to honor and transmit to the Union contributions and deductions to the Service Employees International Union Local 888, COPE (Committee on Political Education) from employees who are Union members and who sign deduction authorization cards. The deductions shall be in the amount and with the frequencies specified on the political deduction authorization cards.

ARTICLE V – AGENCY SERVICE FEE

SECTION 1. In accordance with the provisions of General Laws, Chapter 150E, Section 12, as amended the Town agrees that effective July 1, 1985 or thirty (30) days following the commencement of employment, whichever is later, each employee who elects not to join or maintain membership in the Union shall be required to pay as a condition of employment, a service fee to the Union in an amount that is authorized by Section 12, Chapter 150E.

SECTION 2. The employee may consent in writing to the authorization of the deductions of an agency service fee from his/her wages and the designation of the Union as the recipient thereof. Such consent shall be in a form acceptable to the Town, signed by the employee. An employee may withdraw said authorization by giving at least sixty (60) days notice to the Town with a copy thereof filed with the Treasurer of the Union.

SECTION 3. 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 the employee's demand for rebate of part of the service payment remains in dispute. The Treasurer of the Union will provide

the Town a bond, in a form approved by the Commissioner of Corporations and Taxation, for the faithful performance of his duties, in a sum with surety satisfactory to the Town in accordance with Section 17A of Chapter 180 of the General Laws.

SECTION 4. This action shall not be effective until the Union certifies to the Town that this Agreement has been formally executed pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

ARTICLE VI - EMPLOYMENT

<u>SECTION 1</u>. All new employees shall be on probation for the first six (6) months of employment. During this probationary period an employee shall not have the right to process a grievance.

SECTION 2. Applicants who are accepted for employment in a position covered by this Agreement are accepted conditional upon taking a physical examination by a physician designated by the Town Manager and upon being certified as fit to perform the work in question. Said physical is to be paid for by the Town.

<u>SECTION 3</u>. In accordance with Article VIII, Section 1, an employee's probationary period shall count towards overall seniority as a part of continuous length of service (e.g., longevity and vacation). Probationary employees shall earn sick leave pursuant to Article XIV and shall be paid bereavement leave and holidays, pursuant to Articles XVI and XI respectively, however, said employees shall receive no personal leave or education benefits under Articles XX and XXII respectively.

ARTICLE VII - WAGES

SECTION 1. Wages paid to employees in the classifications covered by this Agreement shall be as summarized in Appendix A reflecting the following increases:

Effective November 1, 2007	3%
Effective July 1, 2008	2%
Effective January 1, 2009	1%
Effective July 1, 2009	2%
Effective January 1, 2010	1%

SECTION 2. Positions shall be classified as shown by the Classification Plan below and employees covered by this Agreement shall be paid at the step indicated for their job grade and shall be eligible for advancement to the next step on the schedule on their anniversary date of employment until they reach the maximum step for their grade.

	Classification Plan
Grade	Position
I	Clerk
II	Senior Clerk
	Bookkeeper
	Circulation Clerk
Ш	Senior Clerk II
D. C. C.	Senior Clerk/Bookkeeper
IV	Administrative Secretary
	Principal Clerk
- 18	Senior Payroll Collections Clerk
	Public Safety Dispatcher
V	Public Safety Dispatch Supervisor
VI	Assistant Treasurer
	Administrative Assistant
	Office Manager
	Technical Services Librarian

SECTION 3. Reclassification Adjustments.

Effective November 1, 2007 the position of Fire Department Secretary/Clerk (Grade IV) shall be reclassified as an Administrative Assistant at Grade VI.

SECTION 4. Employees shall commence their employment at Step 1 of the schedule and shall be eligible for advancement to the next step on their anniversary date of employment until they reach Step 10 of the schedule.

<u>SECTION 5</u>. Step increases are not automatic but are to be based upon an employee's performance during the prior twelve (12) month period. An employee's performance shall be evaluated by his or her supervisor to be reviewed by his/her department head using the format as shown in Appendix A. Should the over-all rating of the employee be satisfactory, the employee shall receive a salary step increase. Should the employee object to an overall rating, the grievance and arbitration process as defined in Article XXI is applicable.

SECTION 6. Effective July 1, 2001, a new Step 11 will be added to the salary schedule with an increment value of 3% over Step 10 and employees who have served fifteen (15) years or more in their position shall be eligible to advance to said new step on their anniversary date of employment in accordance with the satisfactory performance requirements of Section 5 of this Article.

SECTION 7. Upon promotion to a higher paying position, the employee promoted shall be eligible for future step advancement in said position as of the date of promotion rather than the anniversary date of employment with the Town.

<u>SECTION 8.</u> Employees who are assigned to work at a higher grade shall be compensated at the rate of the higher grade.

ARTICLE VIII - SENIORITY

- **SECTION 1**. Seniority shall be defined as the length of continuous service from date of employment in a position covered by this Agreement.
- **SECTION 2.** Seniority shall be applied within each department in cases of layoff, recall and vacation selection. For purposes of this Article, public safety dispatchers will be considered a separate "department" from administrative personnel of the Police Department.
- **SECTION 3**. Where the Employer determines the need to reduce the number of employees in a particular department and job title, employees in effected position shall be laid off based upon seniority with the least senior employee laid off first. Recall shall also be based on seniority with the last employee to be laid off in an effected department and job title recalled first.
- **SECTION 4**. Recall rights shall continue for up to twenty-four (24) months. No seniority or benefits shall accrue during the period of layoff. Any accrued vacation time or compensatory time owed at the time of layoff shall be paid to employees at that time.
- **SECTION 5**. Employees must notify the Employer of their intent to return to work within seven (7) days of receipt of a recall notice at the address of the employee on file with the Employer and must so return to work within fourteen (14) days of the arrival of said recall notice.
- **SECTION 6.** The laid off employee shall have the right to bump the least senior person in a position in the same or lower grade provided that the laid off employee is in the judgment of the Employer qualified for the position. Disputes as to whether the Employer was arbitrary and capricious in its judgment as to qualifications may be subject to grievance and arbitration.

ARTICLE IX - WORK WEEK

- <u>SECTION 1</u>. The regular workweek for full-time employees, other than public safety dispatchers, shall be 37 ½ hours. The workweek shall commence at 12:01 a.m. Sunday and extend to 12:00 p.m. of the following Saturday. The regular workday shall start at 8:30 a.m. and end at 4:30 p.m. and include an unpaid lunch period of one half-hour.
- **SECTION 2**. Upon written request of the employee and concurrence, in writing, of the department head, an employee, other than a public safety dispatcher, may elect a 35 hour per week with the workweek commencing at 12:01 a.m. Sunday and extending to 12:00 p.m. of the following Saturday. The workday for an employee electing this option shall start at 8:30 a.m. and end at 4:30 p.m. and include an unpaid lunch period of one hour. The election of this option may occur at any time but under no condition may the option be changed more frequently than once in a six-month period without prior written consent of the Town Manager. Copies of the

employee's election and department head's concurrence shall be filed with the Human Resources Department, Town Accountant, and Town Manager. A denial by the department head for a request for a 35-hour workweek shall be subject to the grievance and arbitration process.

SECTION 3. An employee and department may mutually agree to alter the definition of workweek so that the employee arrives and leaves earlier than the workday as defined in Section 1 and 2. Said option shall not be effective until approved by the Town Manager.

ARTICLE X – OVERTIME

SECTION 1. If an assignment requires work in excess of 40 hours per week, such overtime work must be authorized by the Department Head prior to the work.

SECTION 2. Employees will be paid time and a half their base rate for all hours worked in a week over forty (40) hours.

<u>SECTION 3</u>. Employees shall be paid straight time, or shall be eligible for compensatory time, for hours worked between thirty-five (35) and forty (40) hours per week, at the employee's discretion, subject to the following limitations:

- a) Work in excess of thirty-five (35) hours per week must be authorized by the Department Head prior to doing the required work.
- b) No more than two (2) days of compensatory time can be taken in any week and compensatory time is limited to ten (10) days per fiscal year, except upon the express written approval of the Town Manager. However, up to one (1) week of compensatory time may be added to vacation time subject to prior approval of the Board.
- c) Employees shall be guaranteed a two and a half (2 ½) hour minimum at their regular rate of pay for night meetings which the employees are required to attend. If the meeting extends beyond two and a half (2 ½) hours the employee shall be guaranteed compensation for a minimum of an additional one (1) hours pay at the appropriate rate of pay.

SECTION 4. Overtime shall begin at the first minute after the regular shift. There shall be a time sheet for signing upon arrival in the morning and for signing out in the afternoon, with a supervisor's signature required before submitting same to payroll.

<u>SECTION 5</u>. Any dispatcher of the Police, Fire or Department of Public Works called in for work after completing their regularly assigned work schedules due to snow and ice or other emergencies, shall be granted added pay at time and one half (1 1/2) his or her base.

SECTION 6. Overtime shall be assigned to full-time Dispatchers in the Police Department on a rotating basis according to seniority.

<u>SECTION 7.</u> Public Safety Dispatchers covered by this Agreement shall be given first option for an overtime shift when another Public Safety Dispatcher is absent on sick leave or vacation. Such overtime will be offered on a rotating basis according to seniority. Public Safety Dispatchers should not work more than sixteen (16) hours (two 8 hour shifts) without prior approval except in case of emergency.

ARTICLE XI – HOLIDAYS

SECTION 1. The following days shall be recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

In addition, Christmas Eve will be considered a paid holiday only if it falls on a regular workday and shall not be moved to the previous day when a Saturday Christmas is recognized on Friday.

SECTION 2. Regular full-time employees shall be compensated for holidays specified in Section 1 as follows:

- a) Employees not regularly scheduled to work on a holiday shall be given the day off and shall be paid their regular day's pay.
- b) Public Safety Dispatchers who are scheduled to work on a holiday shall receive their regular day's pay and in addition shall be paid at the rate of time and one half for each hour actually worked on the holiday, exclusive of the day before Christmas which shall be paid at the straight time rate in addition to holiday pay.

<u>SECTION 3</u>. In order to be eligible for holiday compensation, employees must work their regularly scheduled shift preceding and following the holiday, as well as work on the holiday, when scheduled, unless excused by the Department Head or the Town Manager.

SECTION 4. Regular part-time employees shall be compensated for holidays on a pro-rated basis, using a five-day workweek, based on the average daily rate of pay for the prior six (6) months. As an example, an employee working 20 hours per week would have an average daily rate of 4 hours compensation, regardless of the number of days actually worked.

<u>SECTION 5.</u> Any employee covered by this Agreement working in the public works department on Christmas Day and New Year's Day will be paid at double time in addition to the

employee's holiday pay. Public Safety Dispatchers will be paid 2 ½ times rate of pay for working on Christmas Day or New Year's Day.

ARTICLE XII – VACATION LEAVE

SECTION 1. All full-time employees and all regular part-time employees of the bargaining unit shall be entitled to vacations as follows:

- a) Upon satisfactory completion of the probationary period of six months, and until completion of the first year of service, an employee shall be eligible to accrue one-half day of vacation for each month worked retroactive to date of employment.
- b) After completion of the first anniversary of service and to the third anniversary of service, an employee shall be eligible to accrue one day for each month worked.
- c) After completion of the third anniversary of service and to the tenth anniversary of service, an employee shall be eligible to accrue one and one-half days for each month worked.
- d) After completion of the tenth anniversary of service, two days for each month worked.

SECTION 2. Employees who are eligible for vacation and whose services are terminated by retirement, by entrance into the Armed Forces, by resignation or by termination shall be paid a pro-rated accrued vacation allowance. This payment shall be reduced by any leave charged against vacation time.

SECTION 3. An employee shall be granted an additional day of vacation if, while on vacation a designated holiday occurs.

SECTION 4. Vacation may be taken at the employee's discretion subject to the approval of the Department Head. In cases of two (2) employees in the same department wanting to take vacation at the same time the senior employee shall have preference.

SECTION 5. Regular part-time employees shall be paid at the average daily rate of pay, using a five day workweek, for the prior six (6) months. As an example, an employee working 20 hours per week would have an average daily rate of 4 hours compensation, regardless of the number of days actually worked.

SECTION 6. Employees can accumulate 50% of the vacation days credited based on service in a prior fiscal year up to a maximum of 10 days. Vacation leave beyond that which can be accumulated will be lost if not taken in the fiscal year in which it is credited.

ARTICLE XIII - GROUP INSURANCE

SECTION 1. All full-time employees and all regular part-time employees who average twenty (20) hours or more per week, for the previous six-(6) months, are eligible for Group Insurance. The Town shall pay seventy-five (75%) percent and the employee twenty-five (25%) percent of the premiums for such insurance. Participation for such Group Insurance is not mandatory.

The Town shall maintain during the life of this Agreement the same level of health insurance and life insurance benefits that existed on the effective date of this Agreement, but shall be free to change insurance carriers in its discretion without further negotiations with the Union.

SECTION 2. Any claim for payment under said policy shall not be subject to the Grievance and Arbitration procedures of the Agreement but shall only be subject to those procedures set forth in the policy of insurance. The Town agrees to take necessary administrative steps to process any claims made under the policy.

SECTION 3. Group Health and Life Insurance.

- a) Notwithstanding any contrary provision of this Article, in the event that during the life of the Agreement, the Town is unable to maintain existing levels of group health and life insurance benefits as a result of the insurance carrier making changes in the group plan, the Union agrees to meet with representatives of the Town in an effort to agree upon a new or different group insurance plan with the same or a different insurance carrier. During said negotiations, the Town shall not be liable for reductions in levels of benefits implemented by the insurance carrier and should the parties be unable to agree on a resolution to the problem generated by the insurance carrier and over which the Town had no control, the Town shall not become a self-insurer for purposes of maintaining existing benefit levels.
- b) The Union agrees to enter into coalition bargaining on group health insurance benefits with other Town and School bargaining units upon request by the Town.

SECTION 4. The Union agrees that the Town may eliminate indemnity-type health coverage (such as Master Medical), as one of the health plan options available to employees, if and when all other eligible bargaining units agree to this change.

(A) <u>Indemnity Health Coverage:</u> Employees who are covered by a Town sponsored indemnity health plan as of July 1, 2007, who change their indemnity coverage to a non-indemnity type plan during the open enrollment period during the spring of 2008, will receive a \$1,000 lump sum payment (less regular tax withholdings) during fiscal year 2009, and in each fiscal year thereafter where they remain covered by a Town sponsored non-indemnity plan.

Any unit employee who had been covered by Town sponsored indemnity health coverage and who dropped said coverage and elected a Town sponsored non-indemnity plan within the two year period between July 1, 2005 and June 30, 2007, will similarly receive a \$1,000 lump sum payment (less regular tax withholdings) during fiscal year 2009, and in each fiscal

year thereafter so long as they do not elect Town sponsored indemnity health coverage in future years.

(B) Non-Town Health Coverage. Any employee who is covered by a Town sponsored health plan on July 1, 2007 and who during the open enrollment period in the spring of 2008, drops all Town sponsored health coverage and obtains coverage through an outside plan (e.g., spouse's or other outside plan) will receive a \$2,000 lump sum payment (less regular tax withholdings) during fiscal year 2009 and in each fiscal year thereafter where their health coverage is obtained outside of the Town health group. Proof of health coverage in an outside plan must be provided to the Town in order to receive said payment.

Any employee who had been coverage by Town sponsored health coverage since their employment with the Town began and who dropped said coverage during the open enrollment period in the spring of 2007 or any open enrollment period prior thereto, will receive a one-time two thousand dollar (\$2,000) lump sum payment (less regular tax withholdings) during fiscal year 2009.

<u>SECTION 5</u>. Town of Mashpee and Local 888 agree to form a joint labor management committee on healthcare. The committee's purpose is to inform employees about healthcare, including but not limited to health plan option, health plan costs, any annual Health Benefits Fair. The committee will provide healthcare information to employees with the goal of providing this healthcare at the best cost.

<u>ARTICLE XIV – SICK LEAVE</u>

SECTION 1. A full-time employee of the Town, after probation, shall be allowed one and one quarter (1 1/4) days sick leave with full pay for each month, retroactive to the date of employment, provided such is caused by sickness or injury or by exposure to contagious disease, and provided the employee notifies the Department Head within no less than (1) hour except where an emergency prevents such notice being given of the employee's starting time when the employee is to be out on sick leave. For purposes of this section a Public Safety Dispatcher shall be eligible for sick leave upon completion of six months of employment, notwithstanding the provisions of Article VI. Any portion of sick leave not used in any year may be accumulated without limit.

Employees may use up to five (5) days per year of their sick leave time for leave to take care of a member of their family living in their household. Such leave may be designated by the Town as FMLA leave where it involves a serious illness of the family member.

SECTION 2. Regular part-time employees shall be entitled to sick leave benefits pro-rated on the average daily rate of pay, using a five day workweek, for the prior six (6) months. As an example, an employee working 20 hours per week would have an average daily rate of four (4) hours' compensation, regardless of the number of days actually worked.

SECTION 3. Family and Medical Leave. Notwithstanding anything in this Agreement to the contrary, when a leave of absence qualifies as family and medical leave under the Family and Medical Leave Act, such as by way of example, absence caused by a serious health condition of the employee, the Town will administer said leave in accordance with the Act and its regulations including designating leave as FMLA leave, as well as requiring employees to be paid for what otherwise would be an unpaid leave through use of accumulated sick leave, vacation and other accrued time.

An employee returning from an FMLA leave who has had all of his/her vacation time applied to pay for an FMLA leave will be advanced their monthly vacation accruals under Article XII up to a maximum of five (5) vacation days. If the employee terminates his/her employment for any reason (voluntary or involuntary) prior to achieving that advanced accrual of vacation time, the time not yet accrued will be deducted from the employee's final paycheck.

SECTION 4. A doctor's certificate at the expense of the employee may be required by the Department head if an employee is absent from work for three (3) consecutive days or more, or for ten (10) or more days in a twelve (12) month period or if the Department Head has warned the employee about abuse of his or her sick leave privileges.

SECTION 5. An employee injured in the performance of his or her duty who is receiving worker's compensation payments pursuant to G.L. c. 152, may supplement such payments by the use of accumulated sick leave credits so as to receive the equivalent of full salary as long as he or she has sick leave accumulated to draw upon.

SECTION 6. Sick Leave Buy Back. Any employee upon retirement or who dies while in Town service, who has accumulated sick leave in excess of sixty (60) days shall receive one (1) day's compensation for every three (3) days he has accumulated beyond sixty (60) days.

SECTION 7. A new employee who has accrued the maximum amount of sick leave allowed per year of fifteen (15) days will have the option of converting three (3) of those days to one (1) vacation day per year, with the remaining twelve (12) days being credited to accumulated sick leave.

ARTICLE XV – SICK LEAVE BANK

<u>SECTION 1</u>. The basic purpose of the sick day bank is to provide additional sick days to a member who has exhausted his or her own sick days and is in an extended illness situation. The plan is designed so as not to present any additional cost to the Town of Mashpee in terms of sick days or management of the program. The intent is to provide income through sick days, to the unfortunate member in need of them, by the membership as a whole.

SECTION 2. The following will be the format of the functioning and administration of the Bank:

- a) The Sick Bank shall be completely controlled and administered by a board.
- b) The Sick Bank Board shall consist of four members, two members from the Union and two members from the Board of Selectmen. The Union shall appoint an alternate member to sit in case a present member of the Board is requesting sick leave from the bank.
- c) The Sick Bank is to be initiated by each member of donating 3 sick days to it on July 1, 1982, and 1 day at the beginning of each succeeding fiscal year.
- d) It will be the board's responsibility to notify the proper administrative channel as to the use of bank days.
- e) The Board shall have the right, in case the bank has deleted all its days, subject to a 2/3 vote of the members present at the meeting, to come before the Union for an additional assessment of sick leave days.
- Any member who has used bank days, may at his discretion, repay any or all days used.
- g) Only after a member has used all his sick days, shall he be eligible for the additional sick days from the Sick Bank and only if approved by the above administrative board.
- h) The following criteria shall be used by the Board in administering the Bank and in determining eligibility and amount of leave:
 - 1) Adequate medical evidence of serious illness;
 - 2) Prior utilization of all eligible sick leave.
- The decision of the board shall be final and not subject to grievance and arbitration.

<u>ARTICLE XVI – BEREAVEMENT LEAVE</u>

SECTION 1. In the event of a death in an employee's immediate family the Town will grant up to four (4) calendar days leave without loss of pay starting with the day of the death. For the purposes of this provision immediate family shall mean: wife, husband, mother, father, child and brother or sister.

SECTION 2. An employee will be granted up to two (2) calendar days leave without loss of pay in the event of a death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparents or grandchildren.

SECTION 3. The purpose of bereavement leave is to allow the employee time to make funeral arrangements or attend a funeral or both.

SECTION 4. An employee will be paid bereavement leave only for days on which he or she would ordinarily have been scheduled to work.

ARTICLE XVII - JURY LEAVE

All regular full-time employees required to serve on a jury shall be paid the difference between the compensation received from jury duty and his or her regular compensation from the Town. Proper evidence of jury pay received must be submitted to the Town Manager. If the employee is released from jury duty prior to noontime, he or she must report to work for the Town in order to be paid under this Article.

<u>ARTICLE XVIII – MILITARY LEAVE</u>

A full-time employee in the military reserve shall be paid the difference between the compensation received while on reserve duty and his or her regular compensation paid by the Town. Such payment by the Town shall be limited to a period not to exceed two (2) weeks in any fiscal year and shall not include payment to members of the National Guard who are mobilized during an emergency. Such leave shall not be charged to the employee's vacation time.

ARTICLE XIX - MATERNITY LEAVE

SECTION 1. An employee who becomes pregnant will notify the Town Manager in writing as soon as possible.

SECTION 2. The pregnant employee can continue in her assigned position as long as her physical condition and ability to perform her assigned duties allow. The Town Manager can require such medical evidence of the employee's ability to continue employment, as it requires when questioning the health or physical ability of an employee in a non-maternity-related situation.

<u>SECTION 3.</u> Employees may use accrued sick leave benefits for disabilities related to pregnancy or childbirth under the same terms and conditions that apply to other temporary medical disabilities.

SECTION 4. Every full-time and regular part-time employee who has completed the initial probationary period of employment shall be entitled to a leave of absence without pay for a period of up to twelve (12) weeks for purposes of giving birth. The employee must provide the Town Manager with at least two (2) weeks notice prior to her expected departure date and indicate her intention to return to work after the leave.

SECTION 5. The Town will continue to pay its contribution for health insurance coverage for up to twelve (12) weeks for employees on a leave of absence for purpose of childbirth. Other leaves of absence for maternity or child-care related purposes shall be subject to the provisions for Leave of Absence in Article XX of this Agreement. Such other leaves shall be without pay or benefits except to the extent that an employee chooses to use accumulated vacation time. However, an employee on an approved leave of absence can continue health insurance coverage by paying the full cost in advance.

SECTION 6. In the event of a conflict between this Article and the provisions of the FMLA, its regulations and the Town's FMLA policy, the latter will control.

ARTICLE XX - OTHER LEAVES OF ABSENCE

The Town Manager may at its discretion, grant an employee who has completed the probationary period of employment a formal leave of absence without pay for medical or other good and sufficient reasons. An employee seeking a leave of absence shall submit a written request to the Town Manager explaining 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 Town Manager at least four weeks prior to the date on which the employee wishes to start the leave.

The Town Manager 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.

An approved leave of absence shall not constitute a break in service. However, an employee on an approved leave, other than a leave for military service, or a leave not exceeding twelve (12) weeks for purposes of giving birth, shall not accrue seniority or other benefits for the period of the leave. An employee on approved leave will not be entitled to any benefit but can continue group health insurance coverage by paying the full premium cost monthly in advance.

Absence for personal reasons, approved by the Town Manager, may be charged to vacation leave upon application by the employee or be taken without pay. Such absences, however, may not be charged to vacation leave beyond which the employee has earned at the time of the request for leave.

In the event of a conflict between this Article and the provisions of the FMLA, its regulations and the Town's FMLA policy, the latter will control.

ARTICLE XXI – PERSONAL LEAVE

All regular full-time employees, after completion of their probation period shall be allowed two (2) personal days per fiscal year for the purpose of transacting important personal business which is difficult to transact in other than normal working hours. Request for personal leave must be made to the Department Head at least two (2) days in advance, except in the case of emergencies. Personal Leave may be taken in half day (1/2) segments. Regular part-time employees will receive personal leave on a pro-rated basis. For example, an employee working half-time will receive one personal day.

ARTICLE XXII - GRIEVANCE PROCEDURE

SECTION 1. Grievance Defined. A grievance shall be defined as a dispute or controversy between the Union or an employee, other than a probationary employee, and the Town over a specific provision of this Agreement.

SECTION 2. The parties recognize that it is in the best interest of effective and harmonious performance of the duties and responsibilities of the Town and the Union for prompt and equitable disposition of any grievance at the lowest organizational level possible under procedures of maximum informality and flexibility. All grievances, as defined in Section 1, shall be processed in accordance with the following procedure.

- Step 1. The employee, with or without the Shop Steward, may take up a grievance with his/her Department Head in an attempt to resolve the grievance. This step shall be informal and confidential at all times.
- Step 2. If no agreement is reached in Step 1, the grievance may be presented in writing to the Department Head with a copy to the Town Manager within five (5) work days of the occurrence of the event giving rise to the grievance or when the employee first knew or should have known of the event giving rise to the grievance or when the employee first knew or should have known of the event giving rise to the grievance. The grievance shall contain:
 - a) Name and classification of the employee.
 - b) Nature of the grievance and contract provisions involved.
 - c) Steps taken to resolve the grievance informally.
 - d) Requested remedy.
 - e) Signature of the employee or employees involved.

The Department Head shall have five (5) working days to act on the grievance and his answer shall be in writing. During this five (5) day period, the Department Head or his designated representative may meet again with the Shop Steward or a representative of the Union to discuss and try to resolve the grievance.

- Step 3. Where the grievance is not resolved at Step 2, the Union and the aggrieved employee may submit the grievance in writing to the Town Manager within 20 calendar days of receipt of the department head's answer, or on the date which the answer is due, whichever first occurs. The Town Manager shall have twenty-four calendar days to answer the grievance in writing from the date the grievance is submitted to them. Said answer shall be given to the Union with a copy to the aggrieved employee. The Town Manager or their designee shall meet the Union and the aggrieved employee within the 24 day period specified herein for answering the grievance.
- Step 4. If the grievance is not resolved by the answer of the Town Manager, as provided above, the Union may within thirty (30) days after receipt of such answer or date on which said answer is due, whichever occurs first, submit the grievance to arbitration by filing a written demand with the American Arbitration Association or Labor Relations Connection, a copy to the Town Manager. The arbitration shall be conducted in accordance with the then existing voluntary rules of the American Arbitration Association.

SECTION 3. No dispute or controversy shall be a subject for arbitration unless it involves a dispute or controversy between the parties over a specific provision of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings and shall be governed by the following:

- a) Any disciplinary action or measure imposed upon an employee, other than probationary employees, may be processed as a grievance by the employee.
- b) In the event of arbitration, the decision of the Arbitrator shall be final and binding upon the parties hereto except for review and confirmation as provided by Chapter 150C of the General Laws.
- c) The expense of the Arbitrator's services and the proceedings shall be borne equally by the parties except that the Union shall pay the full cost of any administrative filing fee.
- d) The arbitrator shall be without power or authority to make any decision or award that violates the common law, or statutory law of the Commonwealth, or any rules and regulations promulgated pursuant thereto.
- e) The Arbitrator shall be without power to add to or subtract from the terms of this Agreement.
- f) The Arbitrator shall be without power or authority to render an award or decision concerning any matter that is excluded from arbitration under the terms of this agreement; exceeds the issues submitted for resolution; and/or requires the Town to act in a manner which conflicts with its management responsibilities as established by Massachusetts appellate court decisions..

SECTION 4. Time Limits. If the time limits herein are not complied with by the employee or the Union, the grievance shall be considered dropped and further action waived, but both parties by written agreement may extend the time limits.

SECTION 5. **Posting**. Decisions of grievances should not be posted on bulletin boards.

ARTICLE XXIII - EDUCATIONAL INCENTIVE PROGRAM

<u>SECTION 1</u>. All full- and part-time employees, after satisfactorily completing their probationary period, who have since July 1, 1985 completed courses in subject areas as indicated in Section 2 shall be compensated as follows:

- a) Courses offered by degree-granting institutions certified by the New England Association of Colleges or Secondary Schools or by the Massachusetts Board of Higher Education or any Massachusetts agency responsible for such certification -\$10 per year for each semester hour completed with the grade of "C" or better.
- b) Course offered by non-degree granting institutions of post-secondary education \$10 per year for each course completed with the grade of "C" or better providing such course consists of at least 24 hours of instruction.
- c) Adult education programs offered by high schools five dollars (\$5) per year for each course satisfactorily completed, provided such course of instruction consists of at least fifteen (15) hours of instruction.

SECTION 2.

- A. All personnel in this unit shall be eligible for this benefit for courses completed in the following subject areas: Secretarial Science, Law, Para-Legal Studies, Accounting, Finance, Data Processing, English Composition and Public Administration.
- B. Additionally, personnel employed in the following offices shall be eligible for this benefit for courses completed in the subject areas as indicated:
 - Board of Assessors real estate and all courses offered for elected and appointed Assessors
 - 2) Board of Health public health
 - 3) Police Department criminal justice and emergency medical care
 - 4) Fire Department fire science and emergency medical care
 - 5) Planning Department land use and engineering
 - 6) DPW engineering
 - 7) Building engineering

SECTION 3. The number of courses completed as of June 30th of each year will determine the additional compensation annually. This compensation will be paid to each eligible employee each year and every year thereafter.

To be eligible for this benefit, satisfactory proof of course completion must be presented to the Human Resources Department prior to June 30th.

To avoid any issue as to whether a particular course or program qualifies for credit under the guidelines of Section 1 and 2, employees must submit a description of the course or program to the Town Manager for advance approval.

SECTION 4.

- A. It is recognized that this agreement may not incorporate all categories of educational opportunities. For that reason, the Human Resources Department and the Town Manager, at the written request of a bargaining unit member, may approve a course for benefits from this program that may not otherwise be clearly eligible. In making this decision, the Human Resources Department shall review a course outline and take into consideration the following objectives of this program.
 - 1) Educational endeavors of employees in the broad functional areas in which they are employed provides a service to the Town in that a better informed employee can more capably serve the public.
 - 2) Educational endeavors permit greater opportunities for position advancement within town government, for those employees who so desire.
- B. The decision of the Human Resources Department shall not be arbitrable.

<u>SECTION 5.</u> Courses completed prior to July 1, 1985 are not eligible for this program. Courses started but uncompleted on July 1, 1985 shall be eligible for this program.

ARTICLE XXIV – TUITION REIMBURSEMENT

<u>SECTION 1</u>. Any full- or part-time employee who has satisfactorily completed their probationary period who takes a course eligible for the Educational Incentive Program benefit as defined in Article XXII shall be eligible for tuition reimbursement and textbook expense upon successful completion of the course in accordance with the following conditions:

- 1) Approval for tuition reimbursement must be requested from the Human Resources Department on forms provided by that department prior to the first class meeting.
- 2) Such course must be taken during off-duty hours.

- 3) The Human Resources Department may disapprove reimbursement for any course that, in its Judgment, does not qualify for the Educational Incentive Program. This disapproval is not arbitrable.
- 4) Employees who receive tuition reimbursement under this article agree to remain in the employ of the Town of Mashpee at least one year following the date of course completion. Should an employee voluntarily terminate employment within this one year period, the Town shall have the right to recoup said amount from any money owed the employee.
- 5) To be eligible for this benefit, a grade of "C" or better must be attained and evidence of this must be presented to the Human Resources Department, through the Department Head.
- 6) The tuition reimbursement benefits for all employees of the bargaining clerical unit shall not exceed five thousand dollars (\$5,000) per fiscal year provided no employee may receive more than one thousand dollars (\$1,000) each fiscal year. However, funds may be accessed to ensure that the funds do not revert to the general fund.
- 7) The funds shall be divided so as one-half of the fund is allocated to the period from July 1st to December 31st; the balance shall be for the period of January 1st through June 30th.

ARTICLE XXV – JOB POSTING AND BIDDING

SECTION 1. When the Town decides to fill a promotional vacancy in a position covered by this Agreement, the vacancy shall be posted in a conspicuous place within the bargaining unit (i.e., all departments) listing the pay, duties and qualifications for the position. This notice of vacancy shall remain posted for seven (7) days and employees within the unit, who have completed their probationary period, may apply to the Town Manager in writing within the posting period if interested in the position.

SECTION 2. The selection shall be made by the Town Manager or its designee, or in those departments with elected department heads, the department head. Selections shall be made on the basis of qualifications, ability and dependability and where such factors are relatively equal, seniority shall be determining factor. If no employee is found qualified, the position may be filled from outside the bargaining unit. The Board or its designee, or, in those departments with elected department head, the department head shall be the sole judge of qualifications, ability and dependability, provided that such judgment is not exercised arbitrarily and capriciously. Any dispute hereunder shall be subject to the grievance and arbitration provisions of this Agreement except that any employee junior to the employee selected shall not have access to the grievance and arbitration procedure.

ARTICLE XXVI – STRIKES AND SLOWDOWNS PROHIBITED

The Union agrees that during the term of this Agreement, neither it nor its officers or members of the bargaining unit will engage in, encourage, sanction, support or suggest any (1) strikes, (2) slowdowns, (3) mass absenteeism, (4) mass resignations, (5) picketing, which would involve suspension of or interference with the normal work of the department or other Town departments.

In the event that unit members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE XXVII – DISCIPLINE AND DISCHARGE

SECTION 1. The first six (6) months of continuous full-time employment following initial appointment shall be considered a probationary period. A permanent full-time employee covered by this Agreement with more than six (6) months of continuous active service shall not be disciplined or discharged except for just cause.

SECTION 2. Discipline or discharge of a probationary employee shall not be subject to the provisions of Article XXII (Grievance and Arbitration) of this Agreement.

ARTICLE XXVIII - LONGEVITY

SECTION 1. Any full-time employee who at the end of each fiscal year has served the requisite number of full-time years of service as set forth below shall be compensated for longevity as follows:

- a) After five (5) continuous full-time years of service, two hundred seventy-five dollars (275.00)
- b) After ten (10) continuous full-time years service, three hundred fifty dollars (\$350.00)
- c) After fifteen (15) continuous full-time years of service, four hundred twenty-five dollars, (\$425.00)
- d) After twenty (20) continuous full-time years of service, five hundred dollars (\$500.00)

- e) After twenty-five (25) continuous full-time years of service, one thousand one hundred dollars, (\$1,100.00)
- f) Part-time employees shall be credited on a pro-rated basis toward eligibility for longevity payments.

<u>SECTION 2</u>. Payment of the amounts set forth in Section 1 shall be made during the month of July each year for employees who are eligible during the fiscal year preceding such date.

Commencing in fiscal year 2003, employees eligible for a longevity payment will be paid in the pay period following their anniversary date of employment. In addition, in fiscal year 2003 only, employees eligible for longevity will receive a payment in July 2002 to compensate for the preceding fiscal year, i.e., fiscal year 2002.

Longevity shall not be included in the employee's base salary for the purposes of determining rate of overtime pay or holiday pay.

ARTICLE XXIX - PUBLIC SAFETY DISPATCHERS

The following terms and conditions shall apply to employees in the bargaining unit employed as full-time Public Safety Dispatchers.

<u>SECTION 1.</u> Public Safety Dispatchers covered by this Article are full-time employees who perform dispatching work in the Police Station for the Police Department. Dispatching of Public Works vehicles is not covered by the provisions of this Article regarding Dispatchers in the Police Department and the Secretary of the Public Works Department shall not be covered by the provisions of this Article regarding dispatchers in the Police Department.

SECTION 2. The regular workweek for a full-time Public Safety Dispatcher shall be forty (40) hours per week with a thirty (30) minute daily lunch period during which time the employee shall remain in the Police Station. The watch commander shall have the discretion to permit a dispatcher to leave the station during the meal period in the event of an emergency.

SECTION 3. Work schedules shall be chosen by full-time members of the bargaining unit on the basis of seniority. The selection will be on a quarterly basis.

SECTION 4. Public Safety Dispatchers regularly assigned to the 4:00 p.m. to 12:00 a.m. shift and the 12:00 a.m. to 8:00 a.m. shift shall receive a night shift differential of \$25.00 per week while working on said shift. Said differential shall be included for overtime purposes and not part of the base pay. It shall be prorated in case of illness or other absence.

Public Safety Dispatchers who actually work on any shift between 12:01 a.m. Saturday and 10:59 p.m. Sunday shall receive a weekend duty differential of fifteen dollars (\$15.00) per shift, and said differential shall be considered for overtime purposes and not part of the base pay.

<u>SECTION 5.</u> When a full-time Public Safety Dispatcher is required to spend time in training he/she shall be compensated at their base hourly rate for such time. Relief shall be provided for a full-time Public Safety Dispatcher who is required to spend time in training.

SECTION 6. A Public Safety Dispatcher called in to work outside his/her regularly scheduled shift will be paid time and one-half for all hours worked in advance of his/her regular shift starting time, but not less than two hours at the time and one-half rate.

<u>SECTION 7.</u> A joint Labor-Management Committee comprised of two (2) Union representatives, two (2) Town representatives, and a representative of the Board of Selectmen shall be established to review issues related to dispatcher scheduling.

SECTION 8. Medical Examination. Dispatchers may be required to take a physical and/or psychiatric examination at the request of the Town, administered by physicians designated by the Town Manager, and paid for by the Town, provided the request is not arbitrary or capricious. A report and recommendation by the examining physician(s) is to be submitted to the Police Chief and the dispatcher and may, if justified in accordance with Section XXVII, be the basis for medical probation dismissal. The dispatcher may have an examination by his own physician (at his/her cost) and where the results conflict, the Town and employee physicians shall agree on a third physician whose decision shall be final and binding. The cost of said third physician shall be shared by the parties.

SECTION 9. **Discipline**. The parties agree and recognize that discipline should be used to correct inappropriate conduct and that progressive discipline should be used wherever possible. However, it is also recognized that certain offenses call for serious discipline, including possible termination, in the first instance so that prior warnings and suspensions may not be possible. Every effort will be made to keep disciplinary actions private.

Discipline of dispatchers may be appealed to the Police Chief under the Grievance Procedure and where the Chief's answer does not resolve the matter, may be submitted to arbitration without first being presented to the Town Manager notwithstanding the steps set out in Article XXII of this Agreement.

SECTION 10. **Clothing.** The Town will continue to supply dispatchers with required gear, equipment and uniforms. When replacement of items is needed, they shall be turned into the Town and replaced provided damage resulted from normal wear and tear and not due to employee negligence or abuse. Upon separation, all uniform items, gear and equipment will be turned in to the Town. The Police Chief shall be the sole authority in determining required items and equipment including the uniform design, color, style, badge and insignia.

SECTION 11. **Court Time**. A dispatcher required to appear in court as a result of his working as a dispatcher, whether required by the Chief, Prosecutor or Superior Officer, or by any lawful subpoena, shall be paid time and one-half for all such time that occurs while he would have otherwise been off-duty with a minimum of four (4) hours pay. Hours include time spent at the court house and not in travel thereto.

- **SECTION 12**. **Safety Committee**. Two (2) dispatchers may meet with the Police Chief on a semi-annual basis for the purpose of exchanging ideas on safety and health conditions within the Department. These meetings will take place in January and July so long as the dispatchers submit a written agenda with the subjects they wish to discuss in the months of December and June preceding the meeting. Where no agenda is submitted, the meeting need not be scheduled.
- <u>SECTION 13</u>. <u>Matron Duties</u>. No dispatcher who is not also a part-time police officer will be required to perform matron duties on a female being held at the station. This shall not preclude a dispatcher from performing cell checks when requested, as distinguished from booking and searching the female.
- <u>SECTION 14</u>. <u>Death Benefits</u>. A dispatcher who dies as a result of a line-of-duty injury will have funeral expenses paid for by the Town.

ARTICLE XXX - MISCELLANEOUS

- <u>SECTION 1.</u> In the event any provision of this Agreement is held unlawful by any court or administrative agency of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.
- <u>SECTION 2</u>. No monies shall be expended under any provision of this Agreement unless and until an appropriation has been made thereof. A failure to fund all of the cost items for any year of this Agreement shall cause the parties to renegotiate the cost items of the particular year in question.
- <u>SECTION 3</u>. In the event of a conflict between any provision of this Agreement and any personnel ordinance, by-laws, rule or regulation, the terms of the collective bargaining Agreement shall prevail.
- **SECTION 4.** Employees covered by this Agreement shall have all their wages and benefits established by the collective bargaining process and by this Agreement. Any wage or benefit established by personnel ordinance, by-law, rule or regulation that is not contained herein shall not apply to employees covered by this Agreement, unless so specified in this Agreement.
- **SECTION 5.** Any violation of the provisions of this Agreement occurring on or before its execution date shall not be a subject of grievance or arbitration.
- **SECTION 6.** Coffee breaks shall be granted each employee. Ten minutes (10) in the middle of the morning and ten minutes (10) again in the middle of the afternoon. During the coffee break another employee in the department shall be available to answer the telephone.
- **SECTION 7.** During the term of this Agreement, the Town reserves the right to change over to a bi-weekly pay period.

SECTION 8. Performance evaluations will be completed by supervisors subject to review by the Department Head using the form in Appendix A.

SECTION 9. Union Business Leave. Subject to the operating needs of the Town, up to fifty (50) hours of paid leave shall be granted to Union officers or their designees annually for any official union business.

ARTICLE XXXI - STABILITY OF AGREEMENT

SECTION 1. This Agreement contains a complete agreement of the parties. No agreement, understanding alternation or variations of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

SECTION 2. The failure of the Town or the Union to insist, in any one or more incidents, upon performance of any of the terms and conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union to future performance of any such term or conditions, and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

SECTION 3. If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect.

ARTICLE XXXII – DURATION

This Agreement shall be effective as of July 1, 2007 and represents the entire Agreement of the parties relative to mandatory subjects of collective bargaining. This Agreement shall continue in full force and effect through June 30, 2010, and thereafter from year to year unless terminated by notice in writing given by either party to the other not less than sixty (60) days prior to the expiration of the above stated period or any subsequent year of the Agreement.

EXECUTION

In witness whereof, the parties to this contract agents this day of 2008.	t have caused it to be executed by their
TOWN OF MASHPEE BY ITS TOWN MANAGER	SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 888 BY ITS AUTHORIZED REPRESENTATIVES
Joyce M. Mason	Susava Segal Joh J. May
Ratified by its Board of Selectmen	Junh I
John Cahalane, Chairman	Jan Jo
Wayne Taylor, Vice Chairman Cook	Margal Dos
Theresa M. Cook, Clerk	
George F. Green, Jr.	
Don D. Myers	

APPENDIX A - SALARY SCHEDULE

CLERICAL UNION EFFECTIVE NOVEMBER 1, 2007 THROUGH JUNE 30, 2010 SALARY SCHEDULE

Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
11/01/07 - 3%											
GRADE I Clerk	\$11.44	\$11.78	\$12.13	\$12.49	\$12.88	\$13.26	\$13.64	\$14.06	\$14.48	\$14.99	\$15.43
GRADE II Sr. Clk/Bookeeper/Circulation Asst.	\$12.84	\$13.24	\$13.62	\$14.04	\$14.45	\$14.89	\$15.33	\$15.78	\$16.25	\$16.83	\$17.33
GRADE III Sr. Clk II/Clk Bookkeeper	\$14.44	\$14.88	\$15.32	\$15.77	\$16.24	\$16.74	\$17.24	\$17.75	\$18.29	\$18.91	\$19.49
GRADE IV Admin. Sec/Dispatcher/Prin. Clk/Sr. Payroll	\$16.24	\$16.74	\$17.24	\$17.75	\$18.29	\$18.84	\$19.39	\$19.98	\$20.57	\$21.30	\$21.94
GRADE V Public Safety Supervisor	\$17.38	\$17.90	\$18.45	\$18.99	\$19.56	\$20.15	\$20.74	\$21.36	\$22.01	\$22.78	\$23.46
GRADE VI Admin. Asst. Office Mgr./Tech. Ser. Lib.	\$18.29	\$18.84	\$19.39	\$19.98	\$20.57	\$21.19	\$21.83	\$22.48	\$23.16	\$23.97	\$24.68
07/01/08 - 2%											
GRADE I Clerk	\$11.67	\$12.02	\$12.37	\$12.74	\$13.14	\$13.53	\$13.91	\$14.34	\$14.77	\$15.29	\$15.74
GRADE II Sr. Clk/Bookeeper/Circulation Asst.	\$13.10	\$13.50	\$13.89	\$14.32	\$14.74	\$15.19	\$15.64	\$16.10	\$16.58	\$17.17	\$17.68
GRADE III Sr. Clk II/Clk Bookkeeper	\$14.73	\$15.18	\$15.63	\$16.09	\$16.56	\$17.07	\$17.58	\$18.11	\$18.66	\$19.29	\$19.88
GRADE IV Admin. Sec/Dispatcher/Prin. Clk/Sr. Payroll	\$16.56	\$17.07	\$17.58	\$18.11	\$18.66	\$19.22	\$19.78	\$20.38	\$20.98	\$21.73	\$22.38
GRADE V Public Safety Supervisor	\$17.73	\$18.26	\$18.82	\$19.37	\$19.95	\$20.55	\$21.15	\$21.79	\$22.45	\$23.24	\$23.93
GRADE VI Admin. Asst. Office Mgr./Tech. Ser. Lib.	\$18.66	\$19.22	\$19.78	\$20.38	\$20.98	\$21.61	\$22.27	\$22.93	\$23.62	\$24.45	\$25.17
01/01/09 - 1%											
GRADE I Clerk	\$11.79	\$12.14	\$12.49	\$12.87	\$13.27	\$13.67	\$14.05	\$14.48	\$14.92	\$15.44	\$15.90
GRADE II Sr. Clk/Bookeeper/Circulation Asst.	\$13.23	\$13.64	\$14.03	\$14.46	\$14.89	\$15.34	\$15.80	\$16.26	\$16.75	\$17.34	\$17.86
GRADE III Sr. Clk II/Clk Bookkeeper	\$14.88	\$15.33	\$15.79	\$16.25	\$16.73	\$17.24	\$17.76	\$18.29	\$18.85	\$19.48	\$20.08
GRADE IV Admin. Sec/Dispatcher/Prin. Clk/Sr. Payroll	\$16.73	\$17.24	\$17.76	\$18.29	\$18.85	\$19.41	\$19.98	\$20.58	\$21.19	\$21.95	\$22.60
GRADE V Public Safety Supervisor	\$17.91	\$18.44	\$19.01	\$19.56	\$20.15	\$20.76	\$21.36	\$22.01	\$22.67	\$23.47	\$24.17
GRADE VI Admin. Asst. Office Mgr./Tech. Ser. Lib.	\$18.85	\$19.41	\$19.98	\$20.58	\$21.19	\$21.83	\$22.49	\$23.16	\$23.86	\$24.69	\$25.42

07/01/09 - 2%											
GRADE I Clerk	\$12.03	\$12.38	\$12.74	\$13.13	\$13.54	\$13.94	\$14.33	\$14.77	\$15.22	\$15.75	\$16.22
GRADE II Sr. Clk/Bookeeper/Circulation Asst.	\$13.49	\$13.91	\$14.31	\$14.75	\$15.19	\$15.65	\$16.12	\$16.59	\$17.09	\$17.69	\$18.22
GRADE III Sr. Clk II/Clk Bookkeeper	\$15.18	\$15.64	\$16.11	\$16.58	\$17.06	\$17.58	\$18.12	\$18.66	\$19.23	\$19.87	\$20.48
GRADE IV Admin. Sec/Dispatcher/Prin. Clk/Sr. Payroll	\$17.06	\$17.58	\$18.12	\$18.66	\$19.23	\$19.80	\$20.38	\$20.99	\$21.61	\$22.39	\$23.05
GRADE V Public Safety Supervisor	\$18.27	\$18.81	\$19.39	\$19.95	\$20.55	\$21.18	\$21.79	\$22.45	\$23.12	\$23.94	\$24.65
GRADE VI Admin. Asst. Office Mgr./Tech. Ser. Lib.	\$19.23	\$19.80	\$20.38	\$20.99	\$21.61	\$22.27	\$22.94	\$23.62	\$24.34	\$25.18	\$25.93
01/01/10 - 1%									1,000	-	
GRADE I Clerk	\$12.15	\$12.50	\$12.87	\$13.26	\$13.68	\$14.08	\$14.47	\$14.92	\$15.37	\$15.91	\$16.38
	\$12.15 \$13.62	\$12.50 \$14.05	\$12.87 \$14.45	\$13.26 \$14.90	\$13.68 \$15.34	\$14.08 \$15.81	\$14.47 \$16.28	\$14.92 \$16.76	\$15.37 \$17.26	\$15.91 \$17.87	\$16.38 \$18.40
GRADE I Clerk	-							100000000000000000000000000000000000000		100000000000000000000000000000000000000	
GRADE I Clerk GRADE II Sr. Clk/Bookeeper/Circulation Asst.	\$13.62	\$14.05	\$14.45	\$14.90	\$15.34	\$15.81	\$16.28	\$16.76	\$17.26	\$17.87	\$18.40
GRADE I Clerk GRADE II Sr. Clk/Bookeeper/Circulation Asst. GRADE III Sr. Clk II/Clk Bookkeeper	\$13.62 \$15.33	\$14.05 \$15.80	\$14.45 \$16.27	\$14.90 \$16.75	\$15.34 \$17.23	\$15.81 \$17.76	\$16.28 \$18.30	\$16.76 \$18.85	\$17.26 \$19.42	\$17.87 \$20.07	\$18.40 \$20.68