COLLECTIVE BARGAINING AGREEMENT

between

OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 6, AFL-CIO

and

TOWN OF RAYNHAM

JULY 1, 2021 THROUGH JUNE 30, 2024

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PREAMBLE

This Agreement is made between the Board of Selectmen, acting on behalf of the Town of Raynham, hereinafter referred to as the Employer or the Town, and the Office and Professional Employees International Union, Local 6, AFL-CIO, hereinafter referred to as OPEIU or the Union.

ARTICLE I I INTENT and PURPOSE

The general intent and purpose of this Agreement is in the mutual interests of the Town and the Union.

By the consummation of this Agreement, the parties seek to continue and promote harmonious relations and mutual cooperation between the Employer and the Union; to formulate work rules to govern the relationship; to insure the uninterrupted operation of the services provided by the employees; to set forth the agreement of the parties with respect to rates of pay, hours of work, and conditions of employment under which members represented by the Union perform their duties; to provide for an orderly and equitable adjustment of all grievances as herein defined, all with the goal of improving the municipal services in the Town of Raynham.

ARTICLE II 2 PAST PRACTICE

Both parties agree that for the express term of this Agreement they will be bound by any established Town policies relative to the working conditions of employees covered by this Agreement in existence as of the effective date of this Agreement, unless specifically modified or revised in this Agreement.

ARTICLE III 3 RECOGNITION

<u>Section 3.01</u> The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other specified conditions of employment as contained in this Agreement for:

Unit A:

All full time and regular part-time non-supervisory, clerical, technical, and service and maintenance employees and all seasonal employees of the Town who work more than 3 months per year, including the Board of Health and Conservation Senior Clerk, Town Clerks Office Senior Clerk, Treasurer/Tax Collector Office Senior Clerk, ConComm Permit Clerk, Assessor's Office Senior Clerk, Nutrition Program Assistant/Clerk, Senior Clerk for Accounting, Groundskeeper at the Cemetery Department and Laborers at Cemetery Department; excluding all managerial, confidential and casual employees, and all other employees of the Town.

Unit B:

All full time and regular part-time supervisory and administrative employees of the Town including the Park & Recreation Administrative Assistant, Council on Aging Director, Cemetery Superintendent, Assistant Town Clerk, Assistant Assessor, Conservation Commission Agent, Building Inspector, Park and Recreation Program Coordinator, Park and Recreation Childcare Administrator, Highway Department Public Works Specialist, Custodian, Town Accountant Administrative Assistant, Planning Board Administrative Assistant, Administrative Assistant for Building Commissioner, Assistant Treasurer/Collector, Board of Health and Conservation Commission Administrative Assistant, Vital Records Specialist but excluding the Town Administrator/Health Agent, Board of Selectmen's Administrative Assistant, and Town Accountant, and all managerial, confidential and casual employees, and all other employees of the Town.

<u>Section 3.02</u> The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition in this Agreement.

ARTICLE IV 4 UNION SECURITY and FEES

Section 4.01

It shall be a condition of employment that all employees of the Town covered by this Agreement, effective with the date this Agreement is executed, or 30 days following the commencement of employment, whichever is later, shall become members in good standing in the Union with the exception of those referred to hereinafter.

Section 4.02

An employee who elects not to join or maintain membership in the Union may elect to pay a service fee to the Union in an amount equal to the amount required to become a member and remain a member in good standing of the Union.

Section 4.03

Further, the failure of any person to maintain his/her Union membership in good standing or agency service fee status as required herein shall upon written notice to the Town by the Union to such effect, obligate the Town to discharge such person.

Section 4.04 - Dues Check-Off:

The Town agrees to deduct Union initiation fees and Union dues upon receipt of written authorization from the employee and once each month shall remit monies collected to the Secretary-Treasurer of OPEIU, Local 6 not later than the twentieth (20) day of the month in which the deduction was made. The Town shall remit the monies collected under said section to the Union by the end of the month in which the deduction was made.

Section 4.05

The Union agrees to indemnify and hold harmless the Town against all claims, suits, or other forms of liability arising out of the deduction of agency service fee.

ARTICLE V 5 <u>MANAGEMENT RIGHTS</u>

Section 5.01

The Town and its agents retain all rights and powers that they have or may hereafter be granted by law in the Commonwealth of Massachusetts in managing and directing the Bargaining Units.

Section 5.02

Said rights and powers shall include, but are in no way to be construed as limited to, the right to select and hire all its employees; to promote employees; to determine the necessity for filling a vacancy, to transfer employees from one position to another; to suspend, discipline or discharge employees for just cause; to assign, supervise or direct all working forces and to maintain discipline and efficiency among them; to lay off employees and to adjust employment when required due to lack of work or curtailment of work; to make reasonable rules and regulations; and generally to control and supervise its operations except to the extent that any such rights shall have been specifically modified or limited by the terms of this Agreement.

ARTICLE VI 6 FAIR EMPLOYMENT PRACTICES

The Employer shall not discriminate against any employee because of race, religion, creed, color, national or ethnic origin, sex, (including sexual harassment), age, handicap or disability, marital status, sexual orientation or preference, citizenship status, or union participation.

ARTICLE VII 7 UNION RIGHTS

Section 7.01 - Union Access To Premises:

The Union Business Agent or Union Representative(s) shall be permitted to have reasonable access to the premises of the Employer for the purpose of discussing official Union business, including grievances, provided that:

- (1) there is no disruption of operations of the Employer;
- (2) whenever possible, requests for such access will be made in advance to the appropriate authority or designee and will not be unreasonably denied; and
- (3) there is notice of their presence to the appropriate authority or designee upon arrival.

Section 7.02

Reasonable time with pay shall be granted to the Authorized Union Representative(s) in order to take care of Union business within the bargaining unit which cannot be taken care of during non-working hours. A request for such time shall be submitted to and approved by the Department Head or Manager, provided it is received sufficiently in advance and the departmental operations are not impeded by granting such request.

Section 7.03:

It is understood that the Union Representative(s) shall not receive any compensation in the event that negotiations or Union business goes beyond the regular work day.

Section 7.04:

A total of five (5) working days per fiscal year may be used by employees who are delegates of the Union for the purpose of attending conventions, conferences, or meetings of the Union and such leave shall be charged against "Union Leave".

Section 7.05 - Non-Discrimination:

The Town shall not discriminate against any employee because of his/her participation in

the Union, adherence to any provision of this Agreement, or refusal to comply with any request which would violate the terms of this Agreement.

ARTICLE VIII

8

<u>WORKWEEK</u>

Section 8.01 - UNIT A:

- 1) <u>Full Time Employees:</u> Full time means 20 working hours or more a week not to exceed the following schedule:
 - a) Clerical:
 - i) Monday, Wednesday, and Thursday not to exceed 7 hours per day.
 - ii) Tuesday not to exceed 9 hours per day
 - iii) Friday not to exceed 3.5 hours per day
 - b) Other:
 - i) Monday Friday not to exceed 8 hours per day.

2) Part-Time Employees:

a) Part time means less than 20 hours a week. The actual hours of part-time employees will be determined at the discretion of the Employer within the schedule set forth above.

Section 8.02 - UNIT B:

- 1) Employees shall be scheduled to work a shift with regular starting hours and quitting times. Except in an emergency situation, such employees shall be given 10 working days' notice of any change in their work schedules.
- 2) To the extent practicable, the normal work week shall consist of 5 consecutive days of Monday through Friday, with regular consecutive hours except for meal periods.

Section 8.03:

It is understood that certain conditions may present themselves which may require a variation of above scheduled work week. Reasonable prior notice shall be given to affected employees.

Section 8.04:

During the months of June, July, and August, Town Hall Hours on Tuesday evenings shall follow the Board of Selectman's scheduled meetings.

ARTICLE IX 9 COMPENSATION

Section 9.01

In this Agreement, and made part of it as Appendix A, shall be an established Classification and Wage Plan. It shall list the positions covered by this Agreement and the wages for said positions.

Section 9.02

- 1) Effective July 1, 2021, replace the salary schedule in effect on June 30, 2021 and replace it with the attached appendix A
- 2) Effective July 1, 2021, increase the salary schedule in effect on June 30, 2021 by two percent (2.0%);*
- 3) Effective July 1, 2022, increase the salary schedule in effect on June 30, 2022 by two percent (2.0%).
- 4) Effective July 1, 2023, increase the salary schedule in effect on June 30, 2023 by two percent (2.0%).
- * Upon funding by the next Town Meeting the increase will be retroactive to July 1, 2021

Section 9.03 - Working Out of Job Classification:

If an employee is assigned to perform the duties of a position classified in a lower level than the employee's then current classifications, the employee shall be compensated at his/her regular rate of pay as if performing their regular duties.

If an employee is assigned to perform all of the duties and responsibilities, as determined by the Department Head, of a position classified in a higher level than the employee's then current classification, for a period of more than ten (10) consecutive days, including holidays and one (1) sick day, the employee shall be compensated at the lowest step necessary (in a higher position) to give the employee an increase of at least 10% over their current rate, starting on day 1. Employees who are required to supervise seasonal employees when working at a higher classification will receive the increase in pay for any period of five (5) or more consecutive days, starting on day 1.

The short term assignment of an employee to the work of another classification for the purpose of training the employee to learn the work, or for emergency coverage, shall not be deemed a promotion nor temporary assignment.

Section 9.04 – Longevity Bonus:

1) Longevity bonuses will be granted to full-time personnel in accordance with the

following schedule:

Upon completion of 5 years of service - \$350.00

Upon completion of 10 years of service -1.1% of base pay (not less than \$300) Upon completion of 11 years of service -1.2% of base pay (not less than \$300) Upon completion of 12 years of service -1.3% of base pay (not less than \$300) Upon completion of 13 years of service -1.4% of base pay (not less than \$300) Upon completion of 14 years of service -1.5% of base pay (not less than \$300) Upon completion of 15 years of service -1.6% of base pay (not less than \$325) Upon completion of 16 years of service -1.7% of base pay (not less than \$325) Upon completion of 17 years of service -1.8% of base pay (not less than \$325) Upon completion of 18 years of service -1.9% of base pay (not less than \$325) Upon completion of 19 years of service -2.0% of base pay (not less than \$325) Upon completion of 20 years of service -2.1% of base pay (not less than \$375) Upon completion of 21 years of service – 2.2% of base pay (not less than \$375) Upon completion of 22 years of service – 2.3% of base pay (not less than \$375) Upon completion of 23 years of service -2.4% of base pay (not less than \$375) Upon completion of 24 years of service – 2.5% of base pay (not less than \$375) Upon completion of 25 years of service – 2.6% of base pay (not less than \$450) Upon completion of 26 years of service -2.7% of base pay (not less than \$450) Upon completion of 27 years of service – 2.8% of base pay (not less than \$450) Upon completion of 28 years of service – 2.9% of base pay (not less than \$450) Upon completion of 29 years of service – 3.0% of base pay (not less than \$450) Upon completion of 30 years of service – 3.1% of base pay (not less than \$500) Upon completion of 35 years of service – 3.6% of base pay (not less than \$500)

2) The longevity bonus will be paid on the employee's anniversary date.

Section 9.05 - Overtime and Callback Compensation:

1) Overtime:

- a) An employee hired before the effective date of this Agreement (July 1, 1995), shall be subject to the overtime provisions previously in effect and recorded.
- b) All employees shall be subject to the overtime provisions of the Fair Labor Standards Act (FLSA), as amended, as follows:
 - a. At the straight time rate (hour-for-hour) for hours actually worked in excess of his/her regular- shift but not more than

40 hours in a work week.

- b. At the rate of time and one-half (1.5 hours for 1 hour) for hours actually worked in excess of 40 hours in a work week.
- c) An employee of the Parks and Recreation, Cemetery Department and Highway Department who is required to work past his/her normal quitting time shall be entitled to a minimum of one-half hours pay at overtime rate.
- d) The Department Head is responsible to see that overtime is distributed as equitably as practicable consistent with the work to be completed.
- e) Overtime compensation shall be at the rate of one and one half (1.5) the normal rate for all time worked in overtime.
- f) An employee shall not work overtime unless such overtime is authorized by the Department Head prior to the overtime being worked.

2) Callback

- a) An employee called back to perform their bargaining unit work, after having completed their assigned work, (and having left his/her place of employment), and before his/her next regularly scheduled starting time, shall be compensated at the rate of one and one half (1.5) the normal rate for all hours worked on callback, with a minimum guarantee of (3) hours. In the event that an employee is not required by her/his job description or normal duties to attend evening meetings, and an employee is required to do so, the attendance at the evening meeting will be considered to be a call back. Saturday and Sunday overtime shall be a minimum guarantee of 4 hours.
- b) Should said callback come after 10:00 P.M. and before his/her next scheduled starting time, he/she shall be compensated at the rate of one and one-half (1.5) the normal rate of pay for all hours worked on callback, with a minimum guarantee of 4 hours.
- c) Attendance at an evening meeting by an employee who is required by her/his job description or normal duties to attend evening meetings shall be paid at a minimum of 2 hours at the regular rate.

3) Overtime and Callback Compensation:

a) Compensatory time off equal to and in lieu of overtime pay shall be at the employee's Department Head's discretion. The Department Head shall inform the employee, prior to the overtime being worked, that the compensation shall be compensatory time off.

- b) An employee must have the approval of the Department Head prior to compensatory time off being taken. Such compensatory time off may be authorized in half-day or hourly increments.
- c) Compensatory time shall be earned
 - i) At a straight time rate (hour-for-hour) for hours in excess of their regular-shift but not more than 40 hours in a work week.
 - ii) At the rate of time and one-half (1.5 hours for 1 hour) for hours in excess of 40 hours in a work week.
- d) Upon retirement, resignation, or death, an employee or their estate is entitled to a lump sum payment equivalent to any unused compensation time at their current rate of pay, not in excess of 24 hours.
- e) An employee may not have more than twenty four (24) hours unused compensation time in their bank. When they have accrued twenty four hours, all overtime will be paid until the employee utilizes compensation time and balance is below twenty four (24) hours.
- f) Compensation time shall be tracked by Treasure or designee.
- g) As of June 30th, any remaining compensatory time shall be paid to the employee in the last paycheck of that fiscal year.

Section 9.06 Education Incentive:

- 1) An education incentive will be paid to all members who hold the following degree(s) in any areas relevant to their position. An employee with an Associate's Degree in an area relevant to their position shall receive an annual stipend of \$400.00. An employee with a Bachelor's Degree in any area relevant to their position shall receive an annual stipend of \$850.00. An employee with a Master's or Doctorate Degree in any area relevant to their position shall receive an annual stipend of \$1,225.00.
- 2) An employee shall receive only one education stipend amount per year.
- 3) Employee shall receive payment for the highest degree held as of July 1 each year.
- 4) All members, including new hires, will receive their education incentive payment in two installments no later than December 31 and June 30 of each year.
- 5) The Town will reimburse members up to \$500.00 towards costs per program, course, or training, including all related materials approved in advance by the Department Head.

Payment will be made only upon successful completion of the program, course or training; successful completion shall be in accordance with specific requirements of the course or program. Payment shall be made on or about July 01, of the next fiscal year or at the end of the fiscal year pending available funds at the discretion of the Department Head, following completion of the course.

6) When an employee is promoted from one level to the next, he/she shall be placed on the step which provides him/her with at least a 3% increase.

Section 9.07 – Massachusetts Certifications:

Employees who hold and maintain a Massachusetts Collectors and Treasurers Certificate; Massachusetts Accredited Assessors certificate or Certified Massachusetts Assessors certificate; or, Certified Massachusetts Municipal Clerks Certification shall receive an annual stipend of nine hundred dollars (\$900.00). This stipend shall not be available to employees who are required to hold a certification as a condition of their employment or those who receive a stipend pursuant to any legislative action.

ARTICLE X 10 PROBATIONARY PERIOD

Section 10.01 - PROBATIONARY PERIOD:

The Employer shall have 90 calendar days from the date of hire in which to determine an employee's capabilities to perform the requirements of a position.

Section 10.02

In the event that a newly hired employee is terminated during the probationary period, he/she shall not have access to the grievance procedure of this Agreement.

ARTICLE XI 11 SENIORITY

Section 11.01 Definition

Seniority: Means an employee's length of consecutive service in years, months and days in the bargaining unit. Where the total number of years, months, and days are equal, seniority shall be determined by lot.

Section 11.02 Part- time Employees:

Part-time employees employed covered by this Agreement shall have their seniority

pro-rated.

Section 11.03 Leave of Absence:

Leaves of absence shall not be considered as breaks in said consecutive service, except that only paid leaves of absence shall be counted as years, months, and days for the purposes of this definition.

Section 11.04 Unpaid Leave of Absence:

Employees shall not lose seniority or accrued sick leave and other benefits as a result of unpaid leave of absence. If the duration of the unpaid leave is for ninety (90) days or less, employees shall continue to accrue seniority, sick leave, and other benefits. If the duration of unpaid leave is more than ninety (90) days, seniority, sick leave, and other benefits will not be accrued.

ARTICLE XII

12 JOB POSTING and BIDDING

<u>Section 12.01</u> When a position covered by this Agreement becomes vacant, and the Employer determines that filling the position is necessary, such vacancy shall be posted in a conspicuous place in the Town Hall, listing the pay, duties, and qualifications. A copy of said posting shall be placed in interoffice Town Hall mailboxes for notification to other departments, given to Union stewards and forwarded to the Union office at the time of posting, This notice of vacancy shall remain posted for seven (7) days. When qualifications of current employees are deemed by the Employer to be equal, seniority shall be the determining factor.

Section 12.02

When a new position covered by this Agreement is created, and the Employer determines that filling the position is necessary, such new position shall be posted in a conspicuous place in the Town Hall, listing the pay, duties, and qualifications. A copy of said posting shall be placed in interoffice Town Hall mailboxes for notification to other departments, given to Union stewards and forwarded to the Union office at the time of posting, This notice of this new position shall remain posted for seven (7) days. When qualifications of current employees are deemed by the Employer to be equal, seniority shall be the determining factor.

Section 12.03

Qualified employees interested in a position shall apply in writing to the Department Head in the department in which the vacancy exists within the seven (7) day period.

Section 12.04

The Department Head's decision shall be based on qualification, ability and experience. Where such factors are relatively equal, seniority shall be the determining factor. Such decision shall not be arbitrary or capricious.

Section 12.05

The Town will advise the negotiating team and Union Representatives via email or in writing of the name, address, classification, and department of each newly hired employee covered by this agreement within twenty (20) days of such hiring. Upon hiring, the new employee will have 30 minutes to meet with the Union Steward to be introduced to the contract.

ARTICLE XIII 13 REDUCTION IN WORK FORCE

Section 13.01

In the event that the Employer determines that a reduction in staff is necessary, it is agreed that seniority rights by department shall apply, that is the last person hired shall be the first employee laid off.

Section 13.02

The Employer shall provide the Union and the affected employee with a 2 weeks' notice of intent to lay off. No notice of lay off shall be given during an employee's vacation leave nor during the two weeks preceding such vacation leave.

Section 13.03

A laid off employee shall have recall rights for a period of one year from date of lay off with no loss of seniority or benefits.

Section 13.04

Should conditions improve and the staff be increased, the Employer agrees to recall in reverse order of lay off, namely the employee last laid off shall be the first recalled.

Section 13.05

A recalled person shall have 5 work days to accept or reject the offer, and if needed, an additional 5 work days to make arrangements to return and be on the job.

Section 13.06

There shall be no new hires until all laid off employees in that department are given an opportunity to return to work first. If these employees have been offered a return to work and have refused such offer, the Employer may post the position.

Section 13.07

If an employee is promoted or transferred to a position and said position is eliminated within one year of such promotion or transfer, the employee shall be allowed to return to prior position without any loss of benefits.

ARTICLE XIV 14

MILITARY LEAVE

Section 14.01

An employee shall be entitled to Military Leave for up to 17 days annually and entitled to all rights to participate in such military service or leave in accordance with State and Federal Law.

Section 14.02

The Employer agrees to pay an employee 50% of his/her regular salary for up to 2 weeks of annual military training. Any remaining Leave shall be at the rate of his/her regular wages less military pay received for such military duty in accordance with Federal and State Law.

ARTICLE XV 15 PAID HOLIDAYS

Section 15.01

The following days shall be recognized as Paid Holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents Day	Half Day before Thanksgiving
Patriots' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth	Half Day before Christmas
Independence Day	Christmas Day
Labor Day	Half Day on New Year's Eve

Section 15.02

Part-time employees shall earn holiday pay in the same proportion that their part-time service bears to full-time service.

Section 15.03

Any holiday falling on a Saturday shall be recognized the previous Friday. Any holiday falling

on a Sunday shall be recognized on the following Monday. Payment for the holidays listed above shall be the equivalent of the pay for the day on which the holiday is celebrated.

Section 15.04

Employees shall receive holiday pay for each of the designated holidays regardless if they are on vacation, injured or on sick leave.

Section 15.05

An employee who is required to work any holiday due to a call back, an emergency, or a natural disaster; shall receive his/her overtime rate of pay and the holiday pay. An employee called to work on a holiday shall be entitled to a minimum of 3 hours pay at over time rate in addition to holiday pay rate.

ARTICLE XVI 16 PAID and UNPAID LEAVES

Section 16.01 – Part Time Employees

Part-time employees shall earn and receive paid and unpaid leaves in the same proportion that their part-time service bears to full-time service.

Section 16.02 - Vacation Leave:

 An employee's anniversary date of employment shall be used in determining eligibility for paid vacation leave for the first year of employment. Thereafter vacation shall be credited at the start of each fiscal year. Vacation shall be credited in accordance with the following schedule:

After 6 months of service	2 days, and may borrow 1 week from their 1 st year entitlement and that if they do not complete the
	first year of service the days advanced will be held from their final paycheck
After 1 year of service	2 week
After 2 years of service	2 weeks
After 3 years of service	2 weeks and 1 ½ days
After 4 years of service	2 weeks and 3 days
After 5 years of service	3 weeks
After 6 years of service	3 weeks and 1 day
After 7 years of service	3 weeks and 2 days
After 8 years of service	3 weeks and 3 days
After 9 years of service	3 weeks and 4 days

After 10 years of service	4 weeks
After 12 years of service	4 weeks and 1 day
After 14 years of service	4 weeks and 2 days
After 16 years of service	4 weeks and 3 days
After 18 years of service	4 weeks and 4 days
After 20 years of service	5 weeks

Vacation time must be either taken or carried over as set forth above; that is, there shall be no working vacations.

- 2) Whenever possible, at least two (2) weeks prior to taking vacation time under this section, an employee shall request to his/her department head, board or commission (whichever is appropriate) stating the beginning and ending time of the vacation period. The department head, board or commission shall grant the request provided that the proposed period of vacation does not interfere with the operations of the department. Requests for vacation shall not be unreasonably denied.
- 3) An employee shall be paid for accrued, credited vacation in lieu of time off, for which he/she would be eligible, only when his/her employment terminates as follows:
 - (1) voluntary termination of employment;
 - (2) layoff;
 - (3) death, in which case, vacation pay due shall be paid to the surviving beneficiary(s) so designed by the employee or the estate of the deceased employee.
- 4) An employee eligible for vacation, whose employment terminates as stated above, shall also receive prorated vacation pay for the period of time the employee worked in the vacation year in which employment terminated.
- 5) An employee may carry over to the next fiscal year an amount of vacation time not to exceed one half of what he/she has earned in any given year. EXAMPLE: If an employee earns 3 weeks vacation (15 work days), he/she may carry over 7.5 vacation days into the next fiscal year.
- 6) Holidays or bereavement occurring during an employee's vacation will not be considered as vacation days.
- 7) An employee, in pursuance of their faith, wishing to take time off for religious observances on days other than holidays as set forth in Article 15.01 of this Agreement, may take vacation time.
- 8) Vacation days may be taken in either full day or half-day increments.

Section 16.03 - Leave of Absence:

- A leave of absence without pay may be granted by the Employer when requested by an employee for personal or other reasons. Such leave of absence may be granted for any reasonable purpose including but not limited to educational semesters, personal matters, extended illness, or to care for an ill family member.
- 2) Application for such leave shall be submitted to the Board of Selectmen or designee through the Department Head.
- 3) Leave of absence is normally granted for a period not to exceed 6 months, but may be extended for two additional 3 -month periods. Such requests for leave of absence shall not be unreasonably denied.
- 4) If an unpaid leave of absence is granted, the employee shall not accumulate sick leave or vacation leave.

Section 16.04 - Sick Leave:

- Paid sick leave shall be accrued at the rate of one and one quarter (1.25) days per month of service. Employees may take sick leave in half (1/2) day increments. In no instance will an employee be charged for more sick leave than the hours actually taken which shall include a half-day on Fridays for those employees who work a half-day on Fridays. Sick leave, previously requested, may be taken in either full-day or half-day increments.
- 2) A maximum of two hundred twenty-five (225) unused days may be accrued for future use. To institute this benefit, there shall be credited to each employee the accumulated sick leave time earned during the entire period of prior service, minus days taken, up to the maximum of 225 days. On January 1 of each year, the Town will notify all individuals in the bargaining unit of the sick leave and vacation leave available to them.
- 3) After 10 consecutive years of service, and upon retirement, resignation or death, an employee or their estate shall receive a lump sum payment equivalent to 25% of accumulated sick days at their then current rate of pay. Any employee discharged for just cause shall not be entitled to sick leave buy-back.
- 4) <u>Accrual Incentives</u>: As an incentive for an employee covered by this Agreement to accrue sick leave, he/she shall receive the following:
 - a) 0 sick leave days taken in any fiscal year 3 days pay

- b) 1 sick leave day taken in any fiscal year 2 days pay
- c) 2 sick leave days taken in any fiscal year 1 days pay

not to exceed 15 per year.

- i) Such payment shall be received by the employee in the last pay period of that fiscal year and shall be at the employee's then present regular rate of pay.
- ii) Effective July 1, 1995, employees covered by this Agreement shall be compensated at the rate of \$25.00 per day for each day of the 15 sick leave days per year to which he/she is entitled and does not take.
- iii) In the event an employee covered by this Agreement has reached the maximum of unused accumulated sick leave days, he/she shall be compensated at the rate of \$50.00 per day for each sick leave day not taken,
- iv) Such compensation shall be paid at the end of each fiscal year.

5) Family Care:

- a) An employee may utilize sick leave up to a maximum of 10 days per fiscal year to care for an ill spouse, domestic partner, parent, dependent child or grandchild. After the expiration of the maximum 10 days of sick leave, vacation time may be used.
- b) Sick Leave Bank
 - i) <u>Purpose:</u>

A voluntary Sick Leave Bank will be maintained for use by qualified member whose sick leave accumulation is exhausted through illness or accident, and who require additional leave to make a full recovery from extended illness.

- c) Membership:
 - i) Employees covered by this Agreement who wish to join the Bank will make an initial contribution of two (2) days of their accumulated sick leave to the Bank. These two (2) days will be deducted from eligibility for use that year but will not impact the fifteen (15) days under Section 16.03 D2 and D3. In the second year of this Agreement, an additional day shall be contributed to the Bank, such day will be deducted from eligibility for use that year- but will not impact the fifteen (15) days under Section 16.03 D2 and D3. In the second year of this Agreement, an additional day shall be contributed to the Bank, such day will be deducted from eligibility for use that year- but will not impact the fifteen (15) days under Section 16.03 D2 and D3. Thereafter, the contributions of an additional day will be deducted from eligibility for use that year but will not impact the fifteen days under Section 16.03 D2 and D3. Additionally, the members will have the ability to contribute an additional day or days as needed for any eligible member in extreme circumstance, to be approved by the Town

Administrator.

- d) Administration:
 - The Sick Leave Bank shall be administered by a leave Bank Committee consisting of two (2) members designated by the Employer to serve and two (2) members designated by the Union. This committee shall meet as needed.
 - ii) The decisions of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be by a majority of members voting and shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement. Any appeal will be limited to an appeal to the Sick Leave Bank Committee itself. A tie vote shall be considered to be in favor of the employee.

e) Application for Benefits:

- Application to the Sick Leave Bank Committee for benefits must be in writing and must be accompanied by medical evidence of illness, submitted by certification, by a state- certified medical doctor or state- certified practicing medical specialist affiliated with a medical doctor. A second opinion by a specialist in the area of the illness/injury may be requested by the Sick Leave Bank Committee.
- ii) Application for benefits may be made prior to the employee's exhaustion of his/her own personal sick leave to expedite the process, but drawing upon the Bank will not actually commence until after the employee's sick leave days are exhausted, adequate medical evidence has been provided and the Sick Leave Bank Committee has approved the days, and in no event, unless the illness has exceeded ten (10) consecutive work days. Under unusual circumstances, the Union may submit a written request on behalf of an eligible employee.
- 6) All applications to the Sick Committee shall be confidential.
- 7) Granting of Days:
 - a) The initial grant of sick leave by the Sick Leave Bank Committee shall not exceed twenty (20) days.
 - b) Upon completion of the twenty (20) day period, additional days may be granted by the Sick Leave Bank Committee upon demonstration of need by the applicant; however, in no event shall an applicant be granted a total of more than ninety (90) days under this section. It should be understood that it is not automatic that an employee will be covered for the entire illness. Upon completion of ninety (90) days, an employee may reapply in accordance with provisions set forth above.

- c) Employees who have not completed the probationary period set forth in Article X of this Agreement shall not be eligible f or the Sick Leave Bank. Within thirty days of completion of the probationary period, an employee may choose to become a member of the Bank by contributing two (2) sick days to the Bank.
- d) Days shall not be granted to individual to stay home to care for other members of the family.
- e) Days granted but not used by the employee shall be returned to the Bank.

8) General Criteria:

In administering the Bank and in determining the amount of leave, the following general criteria shall be applied by the Sick Leave Bank Committee:

- a) medical evidence of serious illness;
- b) prior utilization of eligible sick leave; and
- c) other factors a majority of the Sick Leave bank Committee may deem appropriate.

9) Return to Employment:

Upon return from extended sick leave during which benefits were received through the Sick Leave Bank, the recipient shall be entitled to commence a new accumulation of individual sick leave on the same basis as other employees.

10) <u>Funding:</u>

- a) The unused days in the Sick Leave Bank shall be carried over from the current agreement to successor agreements.
- b) In the event the Sick Leave Bank goes below fifty (50) days, all qualified members, who wish to continue to be members, shall have their sick leave accumulation reduced by another day for deposit into the Bank. When an employee returns after using the Bank, he/she shall be required to deposit two (2) days into the Bank at the start of the next fiscal year.
- c) Sick leave for full-time employees shall be based on the employee's regular straight time wage and regular work day. Sick leave for part-tome employees shall be on a pro-rated basis.
- 11) If an employee is absent for five (5) or more days, the employee may be required to

submit a doctor's certificate, at the employee's own expense, stating the nature of the illness and whether or not the employee is able to return to work.

Section 16.05 - Maternity/Paternity Leave:

- 1) Unpaid maternity leave shall be granted in accordance with the provisions of General Laws c. 149, § 105D and Family Medical Leave Act. It is understood that such unpaid maternity leave shall not exceed 12 weeks.
- 2) If an employee is on approved maternity/paternity leave for the birth of a baby or the adoption of a child in accordance with the provisions of General Laws, c. 149, § 105D and has earned, accrued sick leave or vacation credits at the commencement of such leave, they may be used as eligible pursuant to Article 16.02 Vacation Leave and 16.04 Sick Leave of this Agreement.

Section 16.06 – Funeral/Bereavement Leave:

- 1) An employee shall be entitled to the extent necessary, but not in excess of four (4) days leave with pay for purposes of grieving, making funeral arrangement and/or attending the funeral.
- 2) Such leave shall be for the death of:
 - a) spouse, domestic partner, child, parent, sibling, step-children, stepparents, step-siblings, grandparent or grandchild of employee; or
 - b) child, parent, step-family, grandparent or, grandchild of employees spouse or domestic partner;
 - c) or any relative living in the household of the employee.
- 3) An employee shall be entitled to 1 day with pay for a relative who is not listed above and any person living in the household of the employee.
- 4) Any additional days may be used and charged to sick leave, personal days, or vacation time.
- 5) Exceptions to the above may be granted if a unique situation arises for the ones listed and not listed. In such circumstance, a request shall be submitted to the Selectmen or designee for approval of vacation and/or personal time. Response to such request shall be in a timely manner following receipt of the request. Approval for such request shall not be unreasonably denied.
- 6) In the event the death occurs while an employee is on vacation, the employee shall

be allowed to convert the leave to bereavement.

7) An additional day may be granted for extensive travel at the discretion of the Department Head.

Section 16.07 - Jury Leave:

- When an employee has been called for jury duty, the employee will be excused from work if the employee appears in court and shall not lose any compensation for hours spent at the courthouse. If the jury duty has been canceled or if the employee is on stand-by and is not asked to appear on that day, the employee will report to work as usual.
- 2) If the employee is impaneled on a jury and has to appear more than 3 days, the Employer will pay full wages for the first 3 days and then make up the difference in the employee's wage for a normal day's wage and the compensation received for jury duty after the third day.

Section 16.08 - Personal Days:

- 1) Full-time employees shall be credited with 3 Personal Days per fiscal year.
- 2) Part-time employees shall be created with 3 Personal Days per fiscal year in the same proportion that their part-time service bears to full-time service.
- 3) Personal Days cannot be carried over to a subsequent fiscal year.
- 4) Personal Days may be taken as one-half day and may be used in conjunction with vacation leave subject to the approval of the Department Head.

Section 16.09 - Paid and Unpaid Leaves:

The Payroll Department shall supply, at a minimum, twice per year, a complete benefits statement to every union member, including but not limited to: PTO, sick time, comp time, vacation time, and any other relevant data.

GRIEVANCE PROCEDURE

Section 17.01 - Definition:

A grievance is defined as an alleged violation of this Agreement.

Section 17.02

The purpose of the grievance procedure is to encourage the resolution of complaints as expeditiously and informally as possible; therefore, prior to submitting a grievance in writing, the grievant is encouraged to meet with the appropriate supervisor to discuss the issues surrounding the complaint in an effort to resolve the problem. The resolution must be consistent with the terms of the Agreement.

Section 17.03 - Step 1:

An employee covered by this Agreement, and/or the Union Representative, shall present the grievance in writing, setting forth (1) the facts; (2) the Article(s) involved; and (3) the remedy sought, to the employee's immediate superior, or, in the event that an elected official, board or commission exists, to that elected official board or commission within ten (10) working days of the occurrence of the facts giving rise to it or when the employee should have known of such facts. The immediate superior, elected official board, commission or designee shall meet with the employee, and/or his/her representative, within seven (7) working days following the submission of the grievance and, thereafter, render a decision in writing within seven (7) working days following the meeting.

Section 17.04 - Step 2:

If the grievance is not satisfactorily resolved in Step 1, it may be presented in writing in the same manner as in Step 1 to the Board of Selectmen within ten (10) working days of the Step 1 decision or its due date. The Board of Selectmen or its designee shall respond in writing to the grievance within seven (7) working days following the meeting at which the grievance is presented.

Section 17.05 - Step 3:

If the grievance is not satisfactorily resolved at Step 2, the Union may request arbitration within fifteen (15) working days of the Step 2 decision, by filing a Demand for Arbitration with the Board of Conciliation and Arbitration and simultaneously with the Town.

Section 17.06

The Arbitrator shall be without power to add to, subtract from, alter or amend this Agreement and his/her decision shall be final and binding on the parties.

Section 17.07

The expenses of the Arbitrator shall be born equally by the parties.

Section 17.08

Any time limits prescribed at each Step of the grievance procedure may be waived by mutual agreement of the parties.

<u>Section 17.09</u> Meeting dates will be mutually agreed upon by the parties.

ARTICLE XVIII 18 <u>HEALTH and WELFARE</u>

Section 18.01

The Town agrees to maintain at the same level or at a higher level at its option, all Town's vehicles' liability, group accident, and group insurance plans affording coverage to employees covered by the terms of this Agreement in effect on the date of this Agreement.

Section 18.02 - Retirement:

All eligible employees shall be placed in the Bristol County Retirement System.

Section 18.03 -

The parties agree to discuss the possible addition of a dental plan with representatives of the other Town unions. In the event that the other unions of the Town and Local 6 express an interest in dental insurance, the Town agrees to meet to negotiate in good faith the terms under which dental insurance would be offered to the employees of the Town.

Section 18.04 - Hepatitis B:

An employee of the Assessor's Department, the Parks and Recreation Department, Cemetery Department, Building Inspector's Department, the Conservation Commission Agent, and the Public Works Specialist of the Highway Department who is covered by this Agreement and performs outdoor duties for the Employer, will be offered Hepatitis B and any other disease related prevention treatment if available at no cost to the Town through a Town of Raynham sponsored clinic or the Visiting Nurse Association.

Section 18.05 - Flu Shots:

Members will be offered flu shots and any other disease related prevention treatment if available at no cost to the Town through a Town of Raynham sponsored clinic or the Visiting Nurse Association. Section 18.06:

- 1) Effective July 1, 2014, employees hired on or after that date and who choose any of the HMOs offered by the Town shall contribute twenty (20%) percent toward the premium and the Town shall contribute eighty (80%) percent.
- 2) Effective July 1, 2021, employees hired on or after that date and who choose any of the HMOs offered by the town shall contribute twenty five (25%) percent toward the premium and the Town shall contribute seventy-five (75%) percent.
- 3) Employees who choose the PPO offered by the Town, shall contribute thirty (30%) percent towards the premium and the Town shall contribute seventy (70%) percent.
- 4) The Town agrees to maintain at the same level all Town vehicles' liability, group accident, and group insurance plans affording coverage to employees covered by the terms of the Agreement in effect on July 1, 2014.

ARTICLE XIX 19 MISCELLANEOUS

Section 19.01 - Personnel Files:

Personnel files are confidential files. An employee shall be entitled to review their personnel file upon reasonable request. An employee shall be entitled to photocopy their personnel file upon reasonable notice. The file shall remain in the custody of the Town Administrator or designee at all times. If there is a disagreement with any information contained in an employee's personnel record, the removal or correction of such information may be mutually agreed upon by the Employer and the employee, with or without the Union. If mutual agreement is not reached, the employee may submit a written statement explaining their position for inclusion in their personnel record. The written statement will be attached to the original information and become part of the employee's personnel record. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained as part of the personnel record.

Section 19.02 - Discipline:

- 1) An employee, at their request, must be allowed an official representative of the Union to be present at any investigatory interview, conference, hearing, or meeting which may reasonably be expected to result in disciplinary action.
- 2) No disciplinary action shall be placed in an employee's personnel file unless he/she has first seen it and has signed it. Such signature does not signify agreement with content.
- 3) If there is a disagreement with any information contained in such disciplinary action, the removal or correction of such information may be mutually agreed upon by the Employer and the employee, with or without the Union. If mutual agreement is not

reached, the employee may submit a written statement explaining their position. The written statement will be attached to the original information. The statement shall be included whenever the original information is sent to a third party as long as the original information is retained.

4) In the event that the employee refuses to sign a disciplinary document, the date and time of such refusal will be noted and the presenter will sign also verifying that the presenter advised the employee that they were signing for receipt only and the discipline will be placed in the employee's file.

Section 19.03 - CLOTHING/CLEANING Stipend:

An employee of the Assessor's Department, the Parks and Recreation Department, Custodian/Groundskeeper and Civilian Police Assistant, Cemetery Department, Building Inspector's Department, the Conservation Commission Agent, and the Public Works Specialist of the Highway Department who is covered by this Agreement and performs outdoor duties for the Employer on a regular basis shall have the Clothing/Cleaning Stipend of \$1000. The annual stipend of \$1000 will be paid in two equal installments in December and June.

Section 19.04 - Emergency Closing:

- If the Board of Selectmen or designees have determined that Town services are to be discontinued due to inclement weather or for other unforeseen circumstance, the employees covered by this Agreement shall be paid as if those hours were worked for the duration of such designated closing.
- All Union members will be notified and dismissed at the same time. If other Union members are not notified in a timely fashion, they will also receive time and one-half (1½) pay for the time worked.
- 3) If Town Hall is closing/not opening due to a snow related emergency, bargaining unit members who are not located at Town Hall who are required to work will receive equal time off at a later day, at the Supervisor's discretion.
- 4) Every effort shall be made to give all such employees a minimum of two-hours notice.
- 5) <u>Non-Emergency Closing</u> Employees given at least 72 hours notice of a Tuesday evening closing in regards to the summer schedule or holiday schedule shall not be required to work the Tuesday evening hours and may elect to take a cut in pay. At the Employee's request, the Department Head shall authorize making up the loss in pay by extending work hours during the same work week as the Tuesday evening closing.
- 6) The Town shall notify all bargaining unit members of emergency closings in any department.
- 7) In the event Town services are to be closed for the day due to inclement weather or

other circumstances, the Emergency Closing phone line will be updated with a recorded message about the status of the operating schedule. The Emergency Closing line will be functional no later than November 26 each year. The message will be updated by 6:30 AM on the weather impact days.

Section 19.05 – Education Allowance:

In those instances where an employee is required by his/her Department Head, with the approval of the Board of Selectmen, to attend a workshop, seminar or other educational course, the Employer shall pay the cost of such program.

Section 19.06 - Licenses:

- 1) The employer will pay the cost of CDL, Pesticide, and Hoist Engineer license renewals, including the annual physical if it is not covered by health insurance, and any continuing education required to maintain the license. This applies to the Cemetery Department members only.
- 2) When an employee has obtained any of the above licenses, he/she shall receive a shift differential of .75 per hour, per license, up to two licenses, effective upon the date of license classification change.

Section 19.07:

Employees or department designees, as determined by department shall document their hours of work performed on a weekly basis, including arrival and departure times, and submit such accounting to the department head or designee for verification before submission to the Treasurer's office.

Section 19.08, Reclassification:

- If a bargaining unit member's job duties have increased or changed measurably, the Union shall have the right to request a meeting with management and the parties agree, that upon request by the Union, they shall negotiate in good faith a reclassification of the job and the impact of the changes in the job's duties.
- The parties agree that in order to facilitate the reclassification process, the OPEIU, Local 6 members employed by the Town of Raynham or their Department Heads may request a reclassification during the term of the current collective bargaining agreement.
- 3) In the event an employee is promoted from Unit A to Unit B, the employee's original date of hire will be used for step-advancement purposes

- 4) The Request for Reclassification Form in Appendix B is to be completed by the employee requesting the reclassification. Upon completion, it must be submitted to the Town Administrator. The Town Administrator shall, within thirty (30) days, investigate this request, including obtaining the opinion of the employee's Department Head(s), elected official(s), board(s), and Committee(s), and present the request with a recommendation to the Board of Selectmen.
- 5) The Board of Selectmen has the sole discretion to grant or deny this request. The decision of the Board of Selectmen shall be confirmed in writing, with the reasons for the decision, within ten (10) business days of the meeting at which it is considered. This decision may be appealed to a Review Board within ten (10) business days of receipt by the employee.
- 6) The Review Board, comprised of four (4) representatives, two (2) appointed by the Union and two (2) appointed by the Board of Selectmen, will schedule a hearing within ten (10) business days and report the recommendation of the majority Board of Review to the Board of Selectmen.
- 7) The Board of Selectmen shall notify the employee that:
 - a) it agrees with the recommendation of the Review Board; or
 - b) it disagrees with recommendation of the Review Board. The final decision of the Board of Selectmen will not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.
- 8) When an employee's position is reclassified from Unit A to Unit B, that employee will be placed at the step that assures that they realize a pay increase of at least 3 percent (3%) following the reclassification.
- 9) The employee's anniversary date, for step-advancement purposes only, will be the effective date of the reclassification. Further, should the parties agree, on a case-by-case basis, that the employee has been performing the duties of the Unit B position for a substantial period of time before the reclassification, that employee will be credited with the time they performed those duties for step-advancement purposes.

Section 19.09, Annual Physicals:

Employees covered by this Agreement for whom physical labor (Park & Recreation and Cemetery Departments) is a primary part of their duties shall have annual physicals for which the Town will pay any co-pays or deductibles.

Section 19.10 Snow Program

- 1) The Public Works Specialist to the Highway Superintendent shall participate in the Snow Program for a period of approximately four and a half months beginning November 26 and ending April 15 of any given year.
- 2) Any Employee of this Union may participate in the Snow Program for the same period at the discretion of the Highway Department Superintendent and approval of their Department Head. When an employee's 40 hour work week is extended due to snow and ice operations they will be compensated at the rate of Time and half per hour. The participants must be available for on call service and will be provided beepers during the period specified in paragraph (1) and respond within ten (10) minutes that a verbal message was received for on call service and the member is responding.
- 3) Depending upon the distance the member's home is from the Highway Garage, a reasonable response time is required but no longer than thirty minutes to report to the Highway Garage with consideration for extenuating circumstances.
- 4) All participants will receive a \$750.00 stipend in two payments of \$375.00 each. First payment will be in the last pay period of January and the final payment will be at the end of the program. In addition to this \$750 stipend, a \$500 bonus will be paid if the participant is called out for more than five (5) events. If the bonus applies, it will be paid in the pay period following the fifth event
- 5) Stipend will be funded and paid out from the Highway Department Account.
- 6) Members of the Bargaining Unit who do not meet the intent and specified requirements of this Agreement will be subject to disciplinary action such as, but not limited to, loss of the stipend and removal from the program.
- 7) At the discretion of the Highway Superintendent, those employees may be directed to spend time away from scheduled work time for the purpose of rest, said time being given for no reason but for rest and rejuvenation. This time is granted to said employees at the total discretion of the Highway Superintendent so as to perform snow and ice activities safely. These employees can continue to receive regular pay but must be using the time as designated. Any employee who is not utilizing the designated time for rest and rejuvenation will not receive the regular pay and be subject to additional disciplinary action. The Superintendent's decision is final and not negotiable.
- 8) During snow and ice events, the Town will provide an opportunity to obtain a meal at the restaurant of the employee's choice within the Town of Raynham. The Highway Superintendent or his designated agent must approve the time of these meal breaks. After every 8 consecutive hours of snow and ice operations, the Highway Department employee will be paid a \$10.00 stipend as compensation.

Section 19.11

1) Effective July 1, 2007, bargaining unit members who are eligible for group health insurance and are participating in one of the Town's family plans as of July 1, 2007, and subsequently drop the Town's group health insurance plan for a full "health year," shall receive a stipend of three thousand five hundred (\$3,500.00) dollars payable in two

payments: one-half on or about December 31 and one-half on or about June 30th each year.

- 2) Likewise, members who have individual plans shall receive a stipend of one thousand seven hundred fifty dollars \$1,750 each year.
- 3) New employees hired after July 1, 2007, who are eligible for group health insurance but elect not to participate, shall receive an annual payment of one thousand seven hundred fifty dollars (\$1,750) payable on or about June 30.

Section 19.12

After eight (8) consecutive hours of overtime, the employee will be paid a \$10.00 meal stipend as compensation. The Town will provide an opportunity to obtain a meal at the restaurant of the employee's choice within the Town of Raynham. The supervisor or designated agent must approve the time of any meal breaks.

Section 19.13

Whenever there is any safety or emergency equipment (i.e. fire extinguishers, breathing apparatus, emergency repair kits, eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.

Section 19.14

Employees who engage in off-duty conduct which interferes with their ability to perform their job duties or that is detrimental to the operations of the Town may be subject to disciplinary action. All such discipline shall be handled on a case by case basis subject to the just cause provisions of this Agreement.

ARTICLE XX 20 APPROPRIATION OF FUNDS

This Agreement is contingent upon Town Meeting budgetary approval and any statutory restraints of the Town budgetary procedures imposed by the Commonwealth of Massachusetts.

ARTICLE XXI 21

DURATION

Section 21.01:

The terms of this Agreement commence as of July 1, 2021 and shall remain in force until June 30, 2024 and thereafter until a supplementary or new Agreement is negotiated and such supplementary Agreement is consummated.

Section 21.02:

Either party may petition the other no sooner than 120 days prior to the expiration of the duration period for the purpose of commencement of negotiations over the terms of a successor Agreement.

Section 21.03:

The party receiving such notice of negotiations shall forthwith seek establishment of a meeting for purposes of discussion and amicable accommodation for the desired changes.

IN WITNESS WHEREOF, the undersigned do attest that the foregoing Agreement has been reached in collective bargaining between the parties, that the representatives of the parties have signed this Agreement in full acknowledgement of their intentions to be bound by this Agreement, and that it shall be binding up their respective successors and assigns.

OPEIU, Local 6, AFL-CIO	Town of Raynham
Patrick	Josen m
Ratricke Dels	
Phil Basile	Sectard Schear
	Bitricia Relay

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Salary Schedule for July 1, 2020 - June 30, 2021 OPEIU

			UNIT A				
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step-6	Step 7
	0-2	3-4	5-6	7-8	9-10	11-16	17+
Clerk or Laborer	\$16.72	\$17.85 -	\$18.75 -	\$19.71 -	\$20.70 -	\$21.73 -	\$22.82
Senior Clerk	\$19.11	\$20.06	\$ 21.01 -	\$ 21.94	\$23.04	\$24.19	\$25.40
Senior Clerk^	\$19.80	\$20.75	\$21.70	\$ 22.61	\$23.70	\$ 24.88	\$26.12
Groundskeeper	<u>\$21.13</u>	<u>\$21.81</u>	\$23.01	\$23.33-	\$24.25	\$25.46-	\$26.73
Groundskeeper^	\$ 21.68 -	\$22.3 4-	\$23.54	\$23.86	\$24.78	\$26.01	\$27.32

Unit A positions: Steps 1-5 are two years. After completion of two years, you move up a step.

^ indicates clothing allowance included in base rate

	f	JNIT_B				
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	0-3	4-6	7-9	10-12	13-19	20+
Administrative Agent, ConComm	\$ 31.09	\$31.86	\$33.27	\$34.66	\$ 37.09	\$39.68
Assistant Assessor^	\$ 25.80	\$27.66	\$29.52	\$32.42	\$34.68	\$37.11
Group A	\$21.46	\$23.33	\$25.18	\$27.00	\$28.89	\$30.91
Group A ^A	\$22.06	\$23.93	\$25.79	\$27.60	\$29.49	\$31.56
Group-B	\$ <u>22.2</u> 6	\$24.12	\$25.98	\$27.80	\$29.68	\$31.76
Group C^	\$21.98	\$23.86	\$ 25.71	\$27.53	\$ 29.45	\$31.51
Building Inspector^	····			\$579.72	\$619.87	\$663.27
Cemetery Superintendent^			\$29.10	\$31.61	\$33.81	\$36.19
Custodian/Groundskeeper^	\$ 21.92	\$23.44	\$25.06	\$ 26.81	\$28.66	\$30.67
Assistant Treasurer/Collector				\$28.71	\$ 30.72	\$32,87
Conservation Commission Agent						

Conservation Commission Agent

Unit B positions: Steps 1-4 are three years. After completion of three years, you move up a step. ^ indicates clothing allowance included in base rate

Group A includes Administrative Assistant for: Parks & Recreation, Town Accountant, Planning Board, Board of Health and Conservation, and Building Commissioner, Vital Records Specialist

Group B includes Assistant Town Clerk, Assistant Department Heads, Council on Aging Director

Group C includes Program Coordinator, Park & Rec; Childcare Administrator, Park & Rec; Public Works-Specialist, Highway

License Differential

CDL License Differential: \$0.75/hour for holders of CDL License

Hydraulic License Differential: \$0.75/hour for holders of Hydraulic License

Pesticide License Differential:: \$0.75/hour. This applies to Cemetery Department Employees only.

Maximum of two of the above stipends is allowed.

Town of Raynham Request for Reclassification Form

Name:	Date of Hire:
Title:	Department:
Name and Title of Department Head:	

1) Please describe, using specifics, your present duties and responsibilities. Please describe the extent of contact you have with other departments or outside agencies, as well as how frequent the contact is.

2) Do you have supervisory responsibilities? If so, please describe these responsibilities and who you supervise, along with their titles.

3) Please list any special skills and knowledge, including computer or other equipment, which you are required to operate or maintain.

4) Please describe the education, training, and outside skills that are required to performyour job duties.

5) Please describe any fiscal and spending responsibilities

6) What position do you feel most accurately describes your job?

7) Specifically, what duties and responsibilities have changed which you believe warrants a reclassification?

.

Signature _____ Date: _____ Town of Raynham Request for Reclassification Form Town Administrator's Comment Form

Town Administrator's Comments:

Name:	Signature:

Date:

Town of Raynham Request for Reclassification Form Town Administrator's Comment Form

Department Head's Comments:

Name:	Signature:	
Date:		
	Town of Raynham	
	Request for Review of Reclassification Form	
Name:		
Department:		
Current Job Title:		

1) Please describe the grounds for your appeal. This section provides you with the opportunity to explain your reasons for pursuing this appeal.

2) Do you wish to appear before the review board?

Yes _____ No _____

3) Please list the names and job titles of the people who will appear with you before the review board.

_____ _____ _____ ······ _ ____

Appendix A
New Base Salary Schedule for July 1, 2021 w/o 2%

		UNIT A					<u>.</u>
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-2	3-4	5-6	7-8	9-10	11-16	17+
Clerk or Laborer	\$17.32	\$18.45	\$19.35	\$20.31	\$21.30	\$22.33	\$23.42
Senior Clerk	\$19,80	\$20.75	\$21.70	\$22.61	\$23.70	\$24.88	\$26.12
Groundskeeper	\$21.68	\$22.34	\$23.54	\$23.86	\$24.78	\$26.01	\$27.32

Unit A positions: Steps 1 - 5 are two years. After completion of two years, you move up a step.

UN	ТВ				
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0-3	4-6	7-9	10-12	13-19	20+
\$25.79	\$27.66	\$29.52	\$32.42	\$34.68	\$37.11
\$22.06	\$23.93	\$25.79	\$27.60	\$29.49	\$31.56
\$22.85	\$24.72	\$26.58	\$28.40	\$30.28	\$32.36
\$21.98	\$23.86	\$25.71	\$27.53	\$29.45	\$31.51
		\$29.10	\$31.61	\$33.81	\$36.19
\$21.92	\$23.44	\$25.06	\$26.81	\$28.66	\$30.67
			\$30.57	\$32.70	\$35.00
	Step 1 0-3 \$25.79 \$22.06 \$22.85 \$21.98	0-3 4-6 \$25.79 \$27.66 \$22.06 \$23.93 \$22.85 \$24.72 \$21.98 \$23.86	Step 1 Step 2 Step 3 0-3 4-6 7-9 \$25.79 \$27.66 \$29.52 \$22.06 \$23.93 \$25.79 \$22.85 \$24.72 \$26.58 \$21.98 \$23.86 \$25.71 529.10	Step 1 Step 2 Step 3 Step 4 0-3 4-6 7-9 10-12 \$25.79 \$27.66 \$29.52 \$32.42 \$22.06 \$23.93 \$25.79 \$27.60 \$22.85 \$24.72 \$26.58 \$28.40 \$21.98 \$23.86 \$25.71 \$27.53 \$21.98 \$23.86 \$25.71 \$27.53 \$22.910 \$31.61 \$21.92 \$23.44 \$25.06 \$26.81	Step 1 Step 2 Step 3 Step 4 Step 5 0-3 4-6 7-9 10-12 13-19 \$25.79 \$27.66 \$29.52 \$32.42 \$34.68 \$22.06 \$23.93 \$25.79 \$27.60 \$29.49 \$22.85 \$24.72 \$26.58 \$28.40 \$30.28 \$21.98 \$23.86 \$25.71 \$27.53 \$29.45 \$21.98 \$23.86 \$25.71 \$27.53 \$29.45 \$21.98 \$23.44 \$25.06 \$26.81 \$28.66

Unit B positions: Steps 1-4 are three years. After completion of three years, you move up a step

Group A includes Administrative Assistant for: Parks & Recreation, Town Accountant, Planning Board, Board of Health and Conservation, and Building Commissioner; Vital Records Specialist Group B includes Assistant Town Clerk, Assistant Department Heads, Council on Aging Director Group C includes Program Coordinator, Parks & Rec; Childcare Administrator, Parks & Rec; Public Works Specialist, Highway

License Differential

CDL License Differential: \$0.75/hour for holders of CDL License Hydraulic License Differential: \$0.75/hour for holders of Hydraulic License Pesticide License Differential:: \$0.75/hour. This applies to Cemetery Department Employees only. Maximum of two of the above stipends is allowed. *All salaries were increased to account for the removal of the uniform allolments, Uniform pay will now be done as a stipend. Salary bands with the uniform pay were kept and non uniform bands were increased to make up for the change.

Appendix A Base Salary Schedule for July 1, 2021 w/ 2%

		UNIT A					
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-2	3-4	5-6	7-8	9-10	11-16	17+
Clerk or Laborer	\$17.67	\$18.82	\$19.74	\$20.72	\$21.73	\$22.78	\$23.89
Senior Clerk	\$20.20	\$21.17	\$22.13	\$23.06	\$24.17	\$25.38	\$26.64
Groundskeeper	\$22.11	\$22.79	\$24.01	\$24.34	\$25.28	\$26.53	\$27.87

Unit A positions: Steps 1 - 5 are two years. After completion of two years, you move up a step.

UNIT B									
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
	0-3	4-6	7-9	10-12	13-19	20+			
Assistant Assessor	\$26.31	\$28.21	\$30.11	\$33.07	\$35.37	\$37.85			
Group A	\$22.50	\$24.41	\$26.31	\$28.15	\$30.08	\$32.19			
Group B	\$23.31	\$25.21	\$27.11	\$28.97	\$30.89	\$33.01			
Group C	\$22.42	\$24.34	\$26.22	\$28.08	\$30.04	\$32.14			
Cemetery Superintendent			\$29.68	\$32.24	\$34.49	\$36.91			
Custodian/Groundskeeper	\$22.36	\$23.91	\$25.56	\$27.35	\$29.23	\$31.28			
Assistant Treasurer/Collector				\$31.18	\$33.35	\$35.70			
						<u> </u>			

Unit B positions: Steps 1-4 are three years. After completion of three years, you move up a step

Group A includes Administrative Assistant for: Parks & Recreation, Town Accountant, Planning Board, Board of Health and Conservation, and Building Commissioner; Vital Records Specialist Group B includes Assistant Town Clerk, Assistant Department Heads, Council on Aging Director Group C includes Program Coordinator, Parks & Rec; Childcare Administrator, Parks & Rec; Public Works Specialist, Highway

License Differential CDL License Differential: \$0.75/hour for holders of CDL License Hydraulic License Differential: \$0.75/hour for holders of Hydraulic License Pesticide License Differential:: \$0.75/hour. This applies to Cemetery Department Employees only. Maximum of two of the above stipends is allowed.

Appendix A Base Salary Schedule for July 1, 2022 w/ 2%

		UNIT A				·	
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-2	3-4	5-6	7-8	9-10	11-16	17+
Clerk or Laborer	\$18.02	\$19.20	\$20.13	\$21.13	\$22.16	\$23.23	\$24.37
Senior Clerk	\$20.60	\$21.59	\$22.58	\$23.52	\$24.66	\$25.89	\$27.18
Groundskeeper	\$22.56	\$23.24	\$24.49	\$24.82	\$25.78	\$27.06	\$28.42

Unit A positions: Steps 1 - 5 are two years. After completion of two years, you move up a step.

UNIT B									
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6			
	0-3	4-6	7-9	10-12	13-19	20+			
Assistant Assessor	\$26.83	\$28.78	\$30.71	\$33.73	\$36.08	\$38.61			
Group A	\$22.95	\$24.90	\$26.83	\$28.72	\$30.68	\$32.83			
Group B	\$23.77	\$25.72	\$27.65	\$29.55	\$31.50	\$33.67			
Group C	\$22.87	\$24.82	\$26.75	\$28.64	\$30.64	\$32.78			
Cemetery Superintendent			\$30.28	\$32.89	\$35.18	\$37.65			
Custodian/Groundskeeper	\$22.81	\$24.39	\$26.07	\$27.89	\$29.82	\$31.91			
Assistant Treasurer/Collector				\$31.81	\$34.02	\$36.41			

Unit B positions: Steps 1-4 are three years. After completion of three years, you move up a step

Group A includes Administrative Assistant for: Parks & Recreation, Town Accountant, Planning Board, Board of Health and Conservation, and Building Commissioner; Vital Records Specialist Group B includes Assistant Town Clerk, Assistant Department Heads, Council on Aging Director Group C includes Program Coordinator, Parks & Rec; Childcare Administrator, Parks & Rec; Public Works Specialist, Highway

License Differential CDL License Differential: \$0.75/hour for holders of CDL License Hydraulic License Differential: \$0.75/hour for holders of Hydraulic License Pesticide License Differential:: \$0.75/hour. This applies to Cemetery Department Employees only. Maximum of two of the above stipends is allowed.

Appendix A Base Salary Schedule for July 1, 2023 w/ 2%

	<u></u>	UNIT A					
Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	0-2	3-4	5-6	7-8	9-10	11-16	17+
Clerk or Laborer	\$18.38	\$19.58	\$20.53	\$21.55	\$22.60	\$23.70	\$24.85
Senior Clerk	\$21.01	\$22.02	\$23.03	\$23.99	\$25.15	\$26.40	\$27.72
Groundskeeper	\$23.01	\$23.71	\$24.98	\$25.32	\$26.30	\$27.60	\$28.99

Unit A positions: Steps 1 - 5 are two years. After completion of two years, you move up a step.

			UNIT B									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6							
0-3	4-6	7-9	10-12	13-19	20+							
\$27.37	\$29.35	\$31.33	\$34.40	\$36.80	\$39.38							
\$23.41	\$25.39	\$27.37	\$29.29	\$31.30	\$33.49							
\$24.25	\$26.23	\$28.21	\$30.14	\$32.13	\$34.34							
\$23.33	\$25.32	\$27.28	\$29.22	\$31.25	\$33.44							
		\$30.88	\$33.54	\$35.88	\$38.41							
\$23.26	\$24.87	\$26.59	\$28.45	\$30.41	\$32.55							
			\$32.44	\$34.70	\$37.14							
	0-3 \$27.37 \$23.41 \$24.25 \$23.33	0-3 4-6 \$27.37 \$29.35 \$23.41 \$25.39 \$24.25 \$26.23 \$23.33 \$25.32	0-3 4-6 7-9 \$27.37 \$29.35 \$31.33 \$23.41 \$25.39 \$27.37 \$24.25 \$26.23 \$28.21 \$23.33 \$25.32 \$27.28 \$30.88 \$30.88 \$30.88	0-3 4-6 7-9 10-12 \$27.37 \$29.35 \$31.33 \$34.40 \$23.41 \$25.39 \$27.37 \$29.29 \$24.25 \$26.23 \$28.21 \$30.14 \$23.33 \$25.32 \$27.28 \$29.22	0-3 4-6 7-9 10-12 13-19 \$27.37 \$29.35 \$31.33 \$34.40 \$36.80 \$23.41 \$25.39 \$27.37 \$29.29 \$31.30 \$24.25 \$26.23 \$28.21 \$30.14 \$32.13 \$23.33 \$25.32 \$27.28 \$29.22 \$31.25							

Unit B positions: Steps 1-4 are three years. After completion of three years, you move up a step

Group A includes Administrative Assistant for: Parks & Recreation, Town Accountant, Planning Board, Board of Health and Conservation, and Building Commissioner; Vital Records Specialist Group B includes Assistant Town Clerk, Assistant Department Heads, Council on Aging Director Group C includes Program Coordinator, Parks & Rec; Childcare Administrator, Parks & Rec; Public Works Specialist, Highway

License Differential CDL License Differential: \$0.75/hour for holders of CDL License Hydraulic License Differential: \$0.75/hour for holders of Hydraulic License Pesticide License Differential:: \$0.75/hour. This applies to Cemetery Department Employees only. Maximum of two of the above stipends is allowed.