AGREEMENT

between the

Town of Framingham

and the

Massachusetts Laborers' District Council

in behalf of

PUBLIC EMPLOYEES LOCAL UNION 1156

FRAMINGHAM DEPARTMENT OF PUBLIC WORKS

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

JULY 1, 2010 - JUNE 30, 2013

TABLE OF CONTENTS

PAGE

AGREEMENT 1
PREAMBLE 1
DECLARATION OF PRINCIPLES 1
RECOGNITION 2
MEMBERSHIP IN THE UNION 2
MANAGEMENT RIGHTS 3
NO STRIKE OR LOCK OUT 3
DUES AND FEES DEDUCTIONS AND/OR PAYMENTS 4
TEMPORARY POSITION, TEMPORARY APPOINTMENT, ... 5
BULLETINING AND FILLING POSITIONS 7
TRANSFERS 9
HOLIDAYS 9
CLOTHING ALLOWANCE 11
VACATIONS 11
GRIEVANCE AND ARBITRATION 12
WORK WEEK, WORK DAY, AND WORK CONDITIONS 15
WAGES 16
OVERTIME 17
TRAVEL ALLOWANCE 19
JURY DUTY 19
MILITARY LEAVE 19
BEREAVEMENT LEAVE 20
PAID SICK LEAVE 20
LEAVE OF ABSENCE 23
RESIDENCY REQUIREMENTS 24
MISCELLANEOUS 24
LICENSING AND TRAINING CERTIFICATIONS 25
UNION ACTIVITIES 26
PERSONAL DAY 27
WAIVER 28
SICK LEAVE BANK 28
SICK LEAVE BUYBACK 29
LONGEVITY 29
TRAINING 30
DISCIPLINARY PROCEDURES 30
RE-OPENER 31
DURATION 31

AGREEMENT

THIS AGREEMENT, made and entered this 11th day of October , ~~2009~~ 2011 by and between the *Town of Framingham*, Massachusetts, hereinafter called the ***"Town"***, and the *Massachusetts Laborer's District Council* in behalf of *Local Union No. 1156, Massachusetts Laborers' International Union of North America, AFL-CIO*, hereinafter called the ***"Union"***.

ARTICLE I
PREAMBLE

Delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the Town, and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

This Agreement is entered into between the Town and the duly authorized collective bargaining representative of its employees within the units hereinafter described to provide, insofar as possible, for the continuous employment of labor and to bring about stable conditions of employment, and to establish necessary procedures for the amicable adjustment of all disputes and grievances which may arise between the Town and its employees. The term *"employee"* when used in this Agreement shall mean those employees of the Town within the units hereinafter described.

ARTICLE II
DECLARATION OF PRINCIPLES

There shall be no discrimination against any employee by reason of race, national origin, color, ancestry, religion, handicap, age as provided by law, sex, or union affiliation. The Town will employ and use all means of safety for the protection of the employees in compliance with safety regulations which are in accordance with the law.

ARTICLE III
RECOGNITION

In accordance with the certification of the Labor Relations Commission in Case MCR 94 dated July 25, 1966 and the amendment, Case No. CAS-95 dated July 19, 1972, and the amendment to the bargaining unit as agreed upon by the parties and submitted to the Labor Relations Commission June 1974, the Town recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit as defined in Section 1, below:

Section 1:

The bargaining unit shall be comprised of all employees in the following Public Works Division: Sanitary, Highway, Water & Sewer and equipment repair personnel assigned to Administration; Police and Fire Mechanics; the Director of Public Works, Assistant Directors of Public Works, the Inspector for Construction of Utilities and Streets, Superintendents of the Public Works Division, Construction Supervisor, Route Supervisors, Pumping Station Supervisors, the Tree Warden, Divisions Operations Manager. The Inspector for Construction of Utilities and Streets, and the Superintendents of Public Works.

Notwithstanding that the Construction Supervisor, Route Supervisors and Pumping Station Supervisors are no longer covered by the agreement, vacancies occurring in those positions shall continue to be subject to the provisions of Article IX of this Contract.

Section 2:

Temporary and seasonal workers will be excluded from the bargaining unit.

ARTICLE IV
MEMBERSHIP IN THE UNION

Section 1:

The Town will advise all new permanent employees at the time of their employment that the Union is their bargaining representative and will notify the Union of each new permanent employee in their bargaining unit.

Section 2:

The Town and the Union recognize the right of any employee to become or not to become a member of the Union and will not discourage, discriminate, or in any other way interfere with the employee in the exercise of these rights.

ARTICLE V
MANAGEMENT RIGHTS

The listing of the following specific rights of management in this Article is not intended to be a waiver of any of the rights of the Town not listed herein. Such inherent management rights shall remain with the Town except as they may be shared with the Union by specific provisions of this Agreement.

(a) Among the Management Rights vested in the Town are the right in accordance with applicable law to hire, promote, transfer, and such other rights as are granted by law. The Town may also suspend, discipline, or discharge any permanent employee but only for just cause.

(b) The Town shall have the freedom of action to determine the methods, the means and the personnel for all operations. To determine methods and means of operations and administration; to control the budget; and to promulgate reasonable rules and regulations. The Town must take whatever action is necessary to carry out its work in emergency situations. The Town shall select and determine the number and types of employees required, and shall assign work to such employees in accordance with requirements determined by the Town.

ARTICLE VI
NO STRIKE OR LOCK OUT

Section 1.

No employee shall engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of services by himself or any other employees.

Section 2.

The Town agrees that there shall be no lock out of employees.

ARTICLE VII
DUES AND FEES DEDUCTIONS AND/OR PAYMENTS

Section 1: *AGENCY FEES.*

It shall be a condition of employment during the life of this Agreement as specified herein, that on or after the 30th day following the beginning of permanent employment or the date of this Agreement whichever is later, an agency service fee shall be paid to the Union. The said fee shall be due only as follows:

(a) Permanent employees in the bargaining unit as of the date of the signing of the 1971 Agreement and who were not members of the Union on that date, are specifically exempted from the requirement to contribute the agency fee.

(b) Permanent employees who were Union members as of the date of the signing of the 1971 Agreement but who have since terminated or may in the future terminate their Union membership and continue in the employ of the Town in the Bargaining Unit (as defined in Article III) will be required to pay to the Union directly or authorize deduction of one hundred (100%) percent of the monthly union dues.

(c) All permanent employees hired or transferred into the bargaining unit (as defined in Article III) after the signing of this Agreement who elect not to become members of the Union will be required to pay the Union directly or authorize payroll deduction of one hundred percent (100%) of the monthly union dues.

(d) Any employee who is required to pay or authorize payroll deductions for an agency fee and who fails to do so, will be discharged at the request of the Union, which request shall be in writing, to the appropriate elected Department Head, and shall state the reasons therefore.

Section 2: *UNION DUES OR AGENCY FEES DEDUCTIONS.*

The Town agrees to deduct the Union dues or agency fees from the earnings of any employee who has executed the designated authorization form. Such deductions shall be in the amount specified on the authorization form and deducted from the pay check weekly. Withheld amounts will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

Section 3: *DEDUCTIONS FOR UNION PENSION.*

The Town agrees to deduct from the employee's earnings the amount as shown on the designated authorization form for the Union Pension Program.

The withheld deductions will be forwarded to the designated Union office as soon as practical following the actual withholding, together with a record of the amount and the names of those for whom deductions have been made.

The two employees transferred from the bargaining unit to the non-bargaining group effective March 14, 2005 who had participated in the LIUNA Pension long term and are identified in the MOA, shall have the right to remain in the LIUNA program at the current contract contribution rate provided by the Town. This shall remain in effect until such time as the employee leaves the position to which they have been transferred.

Section 4:

The Union shall indemnify and save the Town harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken pursuant to this Article VII.

ARTICLE VIII
TEMPORARY POSITION, TEMPORARY APPOINTMENT, PROBATIONARY PERIOD AND SENIORITY

Section 1: *TEMPORARY EMPLOYEE.*

An employee shall be considered temporary if he is hired on a temporary basis and to fill a temporary position, full-time or part-time.

a) A person may be hired on a temporary basis for a period of no longer than six (6) months and one (1) day.

b) Any employee hired on a temporary basis or hired to fill a temporary position with ninety (90) days continuous service who is laid off for less than sixty (60) days and is rehired, shall be considered to have been in the continuous employment of the Town during such period of layoff. The Union shall be notified of the start and finish date.

Section 2: *PROBATIONARY PERIOD.*

Every employee whether hired on a temporary or permanent basis shall be on a probationary period during the first six (6) months of his employment. Service on a temporary basis shall be counted as service in a probationary status. When an employee is promoted into a new position, he shall serve a six (6) month probationary period during which time his ability to perform shall be evaluated. If the parties agree, this probationary period may be extended for an additional six (6) month period. If, after the six (6) or twelve (12) month probationary period, the employee is found to be unsatisfactory by the Director or his designee, the employee may be returned to his previous position and pay grade; for promotional situations, the employee may be returned to his previous position and pay grade, new hires will be terminated from position.

Section 3: *SENIORITY.*

a) Seniority is defined as the length of continuous employment in any permanent position covered by this Agreement. An employee shall not acquire seniority during his probationary period of six (6) months but thereafter his seniority will date from the first working date after his initial employment.

b) Seniority list containing the name, date of seniority, classification and location of employees will be made available to the Union in January of each year after written request is made by Union Steward. Protests regarding seniority must be made within thirty (30) days after the lists are posted. No change shall be made in the seniority date established for an employee which has heretofore appeared or hereafter appears on two (2) consecutive annual lists without protest by the employee. In the case of employees who started work on the same day, their relative positions shall be determined by a drawing.

Section 4: *REDUCTION IN FORCE.*

In the event a reduction in force is required, the most junior employee in the division affected shall be subject to layoff, provided that the more senior employee shall be qualified to do the job. The Town shall give not less than two (2) weeks' notice of any layoff, unless the cause of layoff is such as to make notice impossible.

Section 5: *RECALLS.*

For a period of two (2) years from date of lay-off, employees shall have the right to be recalled to their former positions in accordance with their seniority within their classifications. In the event a position becomes vacant and there are no employees with recall rights to said position, then other employees who are laid off and are qualified to do the job shall in the order of their seniority be given preference to fill said position before any new employees are hired. An employee who is on lay-off status and who fails to report for work within fourteen (14) days after the notice of recall shall be considered terminated unless an extension is granted by the appropriate Department Head.

ARTICLE IX
BULLETINING AND FILLING POSITIONS

Section 1:

Vacancies in regularly assigned positions or newly created positions in that Division or Department that will be of more than thirty (30) days duration shall be bulletined for five (5) working days on all regular bulletin boards within twenty (20) working days after such vacancies occur, or such new positions are established. The daily hours and work week of the vacant position will be included in the posted bulletin

Section 2:

Unit employees desiring such positions shall, within five (5) working days after bulletin is posted, apply in writing to the appropriate Division Head on forms provided by the Department.

Section 3:

Appointments to such positions shall first be made from within the Division or Department where the vacancy exists and shall be made on the basis of qualification and seniority within the Division of the Department. If no employee in said Division or Department is qualified, the appointment shall be made from the bidders in other Divisions or Departments on the same basis. If no qualified employee bids for an opening, the position may be filled from the outside. The name of the appointee shall be bulletined on all regular bulletin boards. Copies

of this bulletin shall be furnished to the Shop Steward. At least monthly, the Human Resources Department will publish a report listing all currently unfilled positions.

The Town of Framingham will make its best effort to promote the most qualified person to all its positions. When there are qualified candidates for promotion who are relatively equal in qualifications, the most senior employee will be promoted.

The following factors will be considered in determining the best qualified candidates for promotion:

1.) A "yes" or "no" determination on whether the candidate meets the minimum requirements of the position relative to the mutually agreed upon job descriptions at the time of posting.

2.) The actual amount of experience in duties performed at industry standards quality in duties listed under MAJOR DUTIES in the job description.

3.) The ability to demonstrate the performance of functions in the MAJOR DUTIES in the job description. The Union may have one observer to insure equality of tests.

4.) Level of education and specialized education and training directly related to the MAJOR DUTIES listed in the job description.

5.) The relative differences in the last two Performance Evaluations.

6.) Unscheduled emergency work availability.

7.) Reported accident history on the job.

8.) If CDL required for position, the moving violation record on or off the job pursuant to procedures spelled out in section 383.31 Subpart C and section 383.33

Section 4:

Any employee changing to a different job classification shall serve a probationary period of six (6) months. This period is to allow the Town time to judge the ability, competency, fitness and other qualifications of the employee to meet the requirements of the new position. At any time during the probationary period the Town has the right to return the employee to his/her previous position at the rate of the employee's previous wage compensation. There shall be a thirty day (30) trial period during which an employee can decide whether he/she shall keep the new appointment or revert back to his/her former position. If he/she chooses to revert back to

his/her former position, he/she shall immediately be returned to such position and the new position shall be offered to the next qualified applicant in line pursuant to this article. If the parties agree, the probationary period may be extended for an additional six (6) month period.

ARTICLE X
TRANSFERS

Section 1:

No employee shall be required to accept a permanent transfer.

Section 2:

Employees temporarily transferred to a higher rated job for eight (8) hours or more shall receive the lowest rate of the higher rated job or his own rate, whichever is higher, for all hours worked during such transfer.

Section 3:

The Town agrees to provide a training program for the operation of heavy equipment. The Town agrees to provide training for CDL and MA Hoisting license once a year. An employee being trained to operate equipment which carries a higher pay grade will be paid his regular rate of pay while working as a trainee with a qualified operator. This period of time shall not exceed forty-five (45) days, after which he will be paid at the grade level for the job, unless an extension of that time is agreed upon by both parties.

ARTICLE XI
HOLIDAYS

Section 1:

Permanent employees shall be granted the following holidays with pay whenever the holiday falls on a regular work day:

New Year's Day
Martin Luther King Day
Washington's Birthday
Patriot's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day/or Day after Thanksgiving
Thanksgiving Day
Christmas Day
Day before Christmas

Any other holiday or emergency declared by the President, Congress, Governor or General Court as a paid holiday.

Section 2:

When either of these holidays falls on Sunday, that holiday will be recognized and observed on Monday following that Sunday. When one of these days falls on Saturday, the preceding Friday will be observed as the holiday.

Section 3:

An employee who works on a holiday will be paid at time and one-half (1½) his regular rate in addition to his holiday pay, except that when an employee is assigned to perform emergency work such as snow and ice removal, or repair of water and sewer breaks, time worked between the hours of 11:00 p.m. and 7:00 a.m. on a holiday shall be paid at two (2) times the employee's regular rate of pay in addition to the holiday pay. However, two (2) times the regular rate of pay shall not apply to scheduled shift work.

Section 4:

Paid holidays shall be considered as time worked.

Section 5:

In order to be eligible for holiday pay, a permanent employee must have worked the last regularly scheduled work day before and the first regularly scheduled work day following the holiday unless excused by the Department Head.

Section 6:

All men with rotation day off with holiday falling on scheduled day off will receive a day off with pay within thirty (30) days.

Section 7:

Employees shall be paid double time for all hours actually worked on Christmas Day and Thanksgiving Day.

ARTICLE XII
CLOTHING ALLOWANCE

All bargaining unit members shall purchase identifiable work clothing from the central supply source and shall be allowed a clothing allowance in the amount of six hundred ($600). Stormy weather clothing or protective clothing which the employee is required to return to the Town shall not be charged against his allowance. Employees shall at all times be properly attired.

ARTICLE XIII
VACATIONS

Vacation leave shall be determined in accordance with the Personnel By-Law of the Town except that three (3) weeks vacation with pay shall be granted at the completion of five (5) years of service and four (4) weeks vacation with pay at the completion of ten (10) years of service. Vacation leave of five (5) weeks with pay shall be granted to any employee who has been employed by the Town for twenty (20) years and over.

Employees with two (2) weeks vacation must take one week in intervals of no less than five (5) consecutive days, but may take the other week in single days by request. People with three (3) weeks or more must take the first two (2) weeks in intervals of no less than five (5) consecutive days, but may take the third and subsequent weeks in single days by request. The single day will be approved by the Director of Public Works or his designee. When requests for a full week vacation conflict with requests for less than a full week vacation and the operational needs of the Department preclude the granting of both those requests in the same week, then requests for a full week will take preference over requests for a lesser period. Notwithstanding anything herein to the contrary, in an emergency situation, the appropriate department head may grant an employee permission to use vacation time in single days subject to the manpower needs of the department and other administrative controls.

Individuals who, because of job-related or other illness or disability, do not take all of their vacation leave may request the right to carry over unused vacation leave from one calendar year to the next. Any such request must be submitted in writing to the appropriate Department Head prior to December 31st of the calendar year in question. In the event that any such request

is not approved by the Department Head, the requesting employee will be credited with extra sick leave equal to the number of unused vacation leave days that were not carried over to the next year.

Notwithstanding anything herein to the contrary, an employee shall be entitled to carry over no more than one week of earned vacation into the following year. The notice of the employee's intention to do so, must be in writing and must be filed with the department head on or before December 1 of the year in which the vacation was earned. The actual time for taking the deferred vacation week is subject to the approval of the Department Head.

ARTICLE XIV
GRIEVANCE AND ARBITRATION

Section 1: *DEFINITIONS.*

"Grievance" -- A dispute between an employee and the Town or between the Employees' Collective Bargaining Representative (ECBR) and the Town as to any of the following:

a) The meaning, interpretation, or application of the collective bargaining agreement.

Section 2: *RIGHT TO INITIATE AND PROSECUTE GRIEVANCE.*

a) Nothing in this Agreement shall be interpreted to required the ECBR to prosecute an employee's grievance if it considers it to be invalid or without merit.

- If at any step of the grievance procedure the aggrieved employee decides to accept the decision rendered, he may do so. However, the ECBR shall have the right to pursue the matter through the remaining steps.
- Employees with less than six months of service may not use the grievance and arbitration procedures.

Section 3: *GRIEVANCE PROCEDURE.*

The Town and the Union acknowledge that it is usually most desirable for an employee and the employee's supervisors to resolve problems through free and informal communication. If however, the informal process fails to satisfy the employee or the Union, a grievance may be processed.

Once the grievance is processed, it is understood that full exploration of the pertinent facts is beneficial to all. In efforts to fully explore all facts of a grievance and at all steps, the Division Director (i.e., the Director of Public Works or the Director of Parks and Recreation), the Human Resources Director, and the Town Manager may conduct informal hearings, conduct group or individual interviews, review records, and perform needed research. All parties (management and Union members) shall fully cooperate in providing full disclosure of information and relative facts.

STEP 1:

The facts in dispute and the claim of the grieving party arising there from shall be presented in writing to the Division Director within five (5) working days after the occurrence of the events upon which the grievance is based or when such occurrence was brought to the notice of the grieving party. The Grievance is first field with the Director or Department Head. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance. A copy of the grievance and decision of this Step and all subsequent steps will be filed with the Director of Human Resources.

STEP 2:

If the grievance is not disposed of at Step 1, it shall be submitted in writing by the grieving party within five (5) working days after the response of the Divison Director was given, or should have been given, to the Director of Human Resources. Response to the grievance will be made within five (5) working days, stating what action is to be taken in response to the grievance.

STEP 3:

If the grievance is not disposed of at Step 2, it shall be submitted in writing by the grieving party within five (5) working days following receipt of response or date on which response was due by the Director of Human Resources to the Town Manager.

The Town Manager may decide to hold an informal hearing and/or conference at which time the grieving party shall be allowed to present evidence in support of his grievance. Such a hearing shall be held by the Town Manager within ten (10) days of the presentation of the

grievance to it. The Town Manager shall issue a decision stating the action to be taken by it or its reasons, therefore, within ten (10) working days next following the close of the hearing.

If the grievance is not settled at Step 3 or if the Town Manager does not respond within the time limits set in Step 3, then within thirty (30) working days after the expiration of the time limits set out in Step 3, the grievance may be submitted to arbitration with the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of that Association, or to the Mass. Board of Conciliation and Arbitration.

The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to amend, add to, or alter the provisions of the Agreement, but shall, within a reasonable time of his appointment, render a decision based on the evidence submitted by the parties, which decision shall be consistent with the provisions of this Agreement. Expenses, including required travel and other expenses of the Arbitrator, shall be borne equally by the parties.

Section 4: *DILIGENT HANDLING OF GRIEVANCE.*

a) To encourage their prompt and amicable handling, grievances which are not decided within the time period specified at Steps 1 and 2 shall be considered to have been denied and may be advanced to Step 3.

- If both parties agree, grievances may be instituted at a step other than Step 1. The time limitations provided for in the steps outlined above shall apply.
- Time extensions beyond those stipulated above may be arrived at by mutual agreement.

Section 5: *MISCELLANEOUS.*

a) All grievances shall be presented by the grieving party in written form to indicate the foreman and department of the grieving party, the date of the events complained of, a statement detailing the events which cause the grievance, and the remedy sought by the grieving party. All grievances must set forth the specific provision of the contract, by Article and Section, claimed to be violated. Copies of all written grievances and the decisions relating to them shall be filed promptly with the Director of Human Resources.

ARTICLE XV
WORK WEEK, WORK DAY, AND WORK CONDITIONS

Section 1:

The usual regular work day for employees of the Public Works Department shall consist of eight (8) hours work to start at 7:00 A.M. and end at 3:00 P.M. A time period of one-half (1/2) hour taken approximately in the middle of the work day at the work site shall be the lunch break. Employees are on duty during this time and may be called upon to perform work.

Forty (40) hours shall constitute a week's work. The usual regular work week shall be Monday through Friday. However, it is understood that some shifts may work at other times.

Section 2:

There will be no changes in wages, hours and working conditions with out prior consultation with the Union and providing the proposed changes are not in conflict with any provision of this Agreement.

Section 3:

It is agreed that if there are additional regular second and third shifts established, employees assigned to work these shifts on a regular basis shall be paid the same premium now paid to the existing second and third shifts.

Section 4:

A Police Officer shall be on duty on all jobs where the safety of the employees requires the presence of a Police Officer. A determination on this issue will be made by the Superintendent or his designee. The Town agrees to use good faith and reasonable efforts to secure the services of a Police Officer if it is determined that one is necessary. If, after such efforts, the Town is unable to secure a Police Officer, the Town shall use other suitable safety precautions at the work site.

Section 5:

The Union and its members, unless he/she is physically incapacitated, both collectively and individually, do agree to guarantee that any emergency manpower needs of the

Town and/or individual departments shall be met as determined by management provided all emergencies are handled within the provisions of this Agreement.

Section 6:

During periods of extreme weather conditions, the Town will make all reasonable efforts to accommodate its employees' health and well-being.

Section 7:

Employees who participate in emergency related overtime will receive reimbursements for meals which are intended to reduce the necessary costs associated with working emergency overtime. Overtime including snow plowing or sanding, sewer or water emergencies, hurricanes and wind storms, flooding events or any weather related overtime shall be considered eligible and shall be included. An employee must work four consecutive overtime hours prior to or immediately following a regular shift or work twelve consecutive hours of overtime to be eligible for a meal allowance. Overtime which is, or could be scheduled in advance, including planned maintenance or repairs, regardless of the hours of the incident shall be excluded and not eligible for a meal reimbursement. Examples of overtime which is excluded is scheduled or unscheduled, line painting, programmed street sweeping, sanitation collection, yard waste collection, scheduled snow removal and hauling, scheduled tree maintenance, scheduled water, sewer, or drain maintenance and or repair. The reimbursement rates shall be ten dollars ($10.00) for an evening meal occurring between 3PM and 11PM and six dollars ($6.00) for a morning meal occurring between 11PM and 7AM. The Town may at its sole discretion provide a meal in lieu of reimbursement.

ARTICLE XVI
WAGES

Effective July 1, 2010 all employees covered by this Agreement shall be paid in accordance with the salary schedule attached hereto and made a part hereof. When an employee is promoted from one grade to another, he will be slotted into the new grade at a step at least equal to one step above his step prior to advancement. If the employee is at step 6, he will receive an increase at least equal to the difference between step 5 and step 6 at his grade prior to his promotion.

All employees scheduled to work Tuesday through Saturday shall receive a 9% differential for scheduled work performed on Saturdays.

ARTICLE XVII
OVERTIME

Section 1:

All time worked over forty (40) hours in any week or after eight (8) hours in any one (1) day shall be paid for at the rate of time and a half (1½). For the purpose of computing the forty (40) hours, time lost because of paid sick time and vacation time shall be considered as time worked.

Compensatory time provides employees with paid time off rather than the traditional paid overtime policy. Compensatory time allows employees to use "Compensatory Time" with Department Head approval. The parties recognize that it is the responsibility of the Town to insure that adequate staffing exists to fulfill all job requirements. The accrual rate of compensatory time shall be the same as that used for the accrual of overtime payments with the difference to be that the hourly rate payment for overtime would be converted to compensatory time due the employee. The option to apply compensatory time in place of overtime payment is solely the employee's. There will be a maximum accrual of forty (40) hours.

All overtime, except for call-outs (also known as "call-ins" or "callbacks"), must be approved in advance by a supervisor.

Section 2:

Emergency work performed such as snow and ice removal, repair of water and sewer breaks, between 11:00 P.M. and 7:00 A.M. shall be paid at two (2) times the regular rate of pay. However, two (2) times the regular rate of pay shall not apply to shift work scheduled at least twenty-four (24) hours in advance.

There shall be no pyramiding of overtime.

Section 3:

Night and Saturday calls in all departments shall be rotated as evenly as is reasonably possible.

Section 4:

The employee on stand-by designated by the Department or Division Head shall be provided with an electrical signal device (beeper) for the twenty-four hour period, 3:00 p.m. one day to 3:00 p.m., the following day while waiting to be engaged. When engaged and responding to a call, such employee shall receive pay for a minimum of four (4) hours of time at time and one-half (1 1/2) his regular rate of pay for the first call each night or day. On subsequent calls in the same twenty-four (24) hour period, 3:00 p.m. to 3:00 p.m., he shall be paid at the rate of one and one half (1 ½) times his regular rate of pay only for time worked. Effective July 1, 2011, stand-by hours worked between 11:00 P.M and 7:00 A.M., all day Thanksgiving and Christmas will be paid at a double time (2) times rate of pay. The provisions of this section apply to all Public Works Divisions.

It is understood that participation in the stand-by program is mandatory and not an employee option. A schedule of assigned stand-by days will be prepared at least two (2) months in advance providing employees with ample notice of when they must be available. It is also understood that from time to time an employee may have personal commitments which do not allow them to fulfill their stand-by requirement. In such instances, the employee must seek written permission from their Division Head to find alternate coverage for the period of time in which they are not available. It is the employee's responsibility to ensure that their assigned shifts are covered.

Any employee who is required to carry a beeper for one (1) continuous week shall receive seventy dollars ($70.00) for said week. Effective July 1, 2011, the rate will increase to eighty-five dollars ($85.00) and July 1, 2012, it will increase to ninety-five dollars ($95.00).

Section 5:

Call list for extra work and overtime work in each division shall be posted in an area where any or all employees have access to same.

Section 6:

Employees will not be required to report in on a call in or call back unless they are guaranteed a minimum of four (4) hours work or four (4) hours pay at time and one-half (1 ½).

Employees shall receive double time for a minimum of four (4) hours when called back after 11:00 p.m.

Section 7:

It is understood that the nature of the work requires that each employee participate in the "on-call" program.

ARTICLE XVIII
TRAVEL ALLOWANCE

Section 1:

a. Town vehicles shall be used when available.

b. Town vehicles shall only be used in compliance with the Town of Framingham Policy on Management of Vehicles for Employment-Related Purposes.

Section 2:

If use of a private automobile is authorized by the appropriate elected Department Head, a travel allowance of equal to the rate approved from time to time by the Internal Revenue Service will be paid to the employee for use of the automobile.

ARTICLE XIX
JURY DUTY

Any employee called for jury duty will receive the difference between his regular pay and his payment for jury service. Employee must submit documentation as provided by the court of demand for jury duty and completion of such.

ARTICLE XX
MILITARY LEAVE

Members of the bargaining unit will be covered by the Town of Framingham Policy on Military Leave.

ARTICLE XXI
BEREAVEMENT LEAVE

Section 1:

An employee shall receive three (3) consecutive work days leave without loss of pay for a death in the immediate family. The immediate family of an employee shall consist of his spouse and the mother, father, sister, brother, child, grandchild, and grandparents of the employee or his spouse and the step-children and step-parents of an employee.

. All bereavement leave must be taken within fifteen (15) days of the date of death or within a reasonable extension to be determined by the Department Head.

Section 2:

An employee shall receive one (1) day leave without loss of pay to attend the funeral of relatives living in his household.

Section 3:

An employee shall receive one (1) day leave without loss of pay to attend the funeral of either the employee's or the employee's spouse's uncles and aunts.

Section 4:

The leave in Sections 1, 2, and 3 shall not be deducted from the employee's sick leave.

Section 5:

Management may request and the employee shall provide proof of death with regard to any leave taken under the provisions of this Article.

ARTICLE XXII
PAID SICK LEAVE

Section 1:

Sick leave shall accrue at the rate of one and one quarter (1 ¼) days per month and shall be accumulative without limit except as provided below. A doctor's certificate may be required after three (3) consecutive days out sick or five (5) or more days per year.

a. The town may require employees to explain in writing each absence due to illness in a calendar year in excess of five (5) days in the aggregate that the employee wishes charged to

paid sick leave. Available sick leave shall not be granted until such written explanation, when required, has been received by the Department Head. Where the Town has reasonable basis to question the legitimacy of an employee's use of sick leave, it may require such employee to be examined by the Town's physician or other medical practitioner to investigate any absences due to illness exceed five (5) days in the aggregate in any calendar year.

Employees are not permitted to call in sick in advance for multiple sick days. The only exception will be a doctor's certificate of illness attesting to the need of an employee to be on sick leave for more than one day.

b. Sick leave incentive-

- No sick leave usage – town will buy back three (3) days from the employee's sick leave bank to be paid on the first pay period of January. If the employee uses one (1) day of sick leave, the Town will buy two (2) days from the employee's sick leave bank to be paid on the first pay period of January.

- If the employees uses two (2) days of sick leave usage the town will buy one (1) day of sick leave from the employee's bank to be paid on the first pay period of January.

- Employees who use no sick leave for three consecutive years, in the forth year the Town will increase buy back to five (5) days from the employee's sick leave bank. The amount of such buyback shall remain at five (5) until the employee uses sick leave. Once sick leave is used the employee will revert back to the first three provisions.

OR

- An employee who uses no sick leave may have the option of adding one personal day to their benefit leave time.
- The year will run from January 1 to December 31.

An employee who receives Workers Compensation benefits he/she shall accrue contractual benefits only for the first three (3) months only until he/she returns to active employment.

Section 2:

Sick leave may be used for the care of the employee's spouse or children, but after three (3) days a doctor's certificate may be required.

Section 3:

The Union agrees to use its best efforts to assure that sick leave will be used for the purpose for which granted. Any employee who fraudulently reports an illness or injury to secure the benefit of sick leave with pay shall be subjected to disciplinary measures up to and including discharge.

Section 4:

Except for employees hired after July 1, 1987, the Town will pay an injured employee the difference between workers' compensation payments and the employee's normal week's pay for up to ninety (90) calendar days. For employees hired after July 1, 1987, the Town shall be required to pay the difference for up to sixty (60) calendar days. The provisions of this Section shall be applicable only after an employee has been out of work because of a workmen's compensation injury for fifteen (15) consecutive work days.

Section 5:

Accrued personal sick leave may be used to supplement workmen's compensation payments.

Section 6:

An employee who uses no sick leave in any contract year shall accrue five (5) extra sick leave days for that contract year (or twenty (20) sick leave days in all for that contract period)

Section 7:

An employee who retires, terminates or otherwise leaves the employ of the Town of Framingham and who has accrued sick days at the time of said severance from employment, may donate such accrued sick leave days to the Sick Leave Bank up to a maximum of one (1) sick leave day for each year of the employee's service with the Town.

ARTICLE XXIII
LEAVE OF ABSENCE

Section 1:

Leaves of absence for any purpose are subject to approval by the Division Director (i.e., the Director of Public Works) and the Human Resources Director.

Requests for leave of absence shall be made in writing to the appropriate elected Department Head.

Such requests for leaves of absence, when recommended by the appropriate elected Department Head, will be referred to the Human Resources Director along with that recommendation.

The reply to the employee's request for leave will be made in writing. Such leaves of absence granted will be without pay.

Section 2:

Seniority and other benefits will not accrue during the period of the leave of absence.

Section 3:

The applicant and the Union shall have an opportunity to appear before the appropriate Department Head and/or the Human Resources Director to present case for application of leave.

Section 4:

An employee who is on leave of absence status and who fails to report for work on the first working day following completion for the leave period shall be considered terminated from employment unless an extension was requested in writing, recommended by the appropriate Department Head and approved by the Human Resources Director.

The applicant and the Union shall be given an opportunity to present the case for extension to the appropriate elected Department Head and/or the Human Resources Director.

ARTICLE XXIV
RESIDENCY REQUIREMENTS

All employees must reside in close enough proximity to meet the emergency manpower needs of their respective departments as determined by management.

ARTICLE XXV
MISCELLANEOUS

Section 1:

Workmen's Compensation coverage, pension, and wash-up time shall remain as at present. Life and Medical insurance must be bargained through the coalition bargaining process specified in MGL Chapter 32B, Section 19. In the absence of Section 19, the Union reserves the right to bargain this insurance.

Section 2:

In the interest of safety of employees and the public, and in accordance with the law, where special licenses to operate motor equipment is required, an employee without such license will not be required in any case to operate such equipment. The Town and Bargaining Unit members shall be required to abide by the rules of the Safety Committee.

Section 3:

Employees shall receive one (1) break of fifteen (15) minute duration for each four (4) hour period of work.

Section 4:

The Town requires its mechanics to provide their own basic tools necessary to perform their duties. The Town agrees to replace any such tool which is broken on the job. Effective July 1, 2007, each mechanic shall be reimbursed up to two hundred fifty ($250.00) dollars per year for tools which he has purchased and which are necessary to perform his duties. Purchases must be evidenced by paid receipts, and the tools must be stored at the Town facilities.

Section 5:

The Town assumes the responsibility of having available for the use of its mechanics those metric tools necessary to perform their duties.

Section 6:

Each permanent Public Safety Mechanic will receive a public safety apparatus stipend of $500 per year and shall be payable in the first pay period of December.

Section 7:

Effective January 1, 2011, the Town agrees its contribution to the LIUNA Pension Fund shall be $.21 per hour.

ARTICLE XXVI
LICENSING AND TRAINING CERTIFICATIONS

The town hereby agrees to provide annual incentives for Licensing and Training Certifications by offering stipends to employees who acquire and maintain the following valid licenses and certifications in accordance with the "Reimbursement for Licensing and Training Certifications – Schedule A". The Town shall compensate the employee for the cost of the respective exam(s) only upon the successful completion of said exam and the receipt of the certificate or license. The employee is responsible for the license application and renewal process and the costs associated therewith. The Town shall reimburse the employee for the renewal costs of said licenses and certifications upon presentation of a valid receipt. If the employee fails to renew, or to maintain, a current license or certificate, for which the Town had previously compensated the employee, the Town shall not again compensate the employee for the re-testing fees. The licenses and certifications that are established as a progressive process shall not be combined for purposes of reimbursement. The provision of compensation under this clause does not alter the minimum requirements for a certification or license within a specific position description. The employee is responsible for reporting the current status and the renewal dates of all licenses and certificates to the Division Head on July 1st of each year. The employee shall complete a form provided by the Department in which the employee may request reimbursement and compensation. If the employee is not in possession of the valid license or certification as of the first day in the fiscal year of the application, the stipend shall be calculated from the next full

quarter of the fiscal year in which the license or certification was acquired. The request for license and certification stipends must be generally relevant to the function of the Department in which the employee is working. The applicability and number of these licenses and certificates shall be at the discretion of the respective Division Director.

All employees whose current position requires them to have a CDL will possess a CDL within six (6) months of employment in that position. The current list of non-CDL required positions includes the following:

Highway Dept. – Craftsman

Water Dept. – Meter Reader

ARTICLE XXVII
UNION ACTIVITIES

Section 1:

The Town will provide a bulletin board for the use of the Union for official notices and other non-controversial matters.

Section 2:

A steward shall be appointed by the Union. The name of the steward and any alternate shall be given to the Department Heads of the Department of Public Works and the Parks and Recreation Department upon ratification of this Agreement by the parties. Any change in these positions shall be promptly reported. The steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the Town and the employees. Insofar as the work requirements of the Department permit, Union officers and/or stewards will be excused from duty with pay, when required to help in the processing and servicing of employees with grievances. Union officers and/or stewards shall give the employer reasonable advance notice of their desire to conduct such Union business so that work schedules may be arranged accordingly. Two (2) employees may be absent from work at one time to conduct such Union business. With prior approval of the employer, two (2) additional employees may be absent from work if the circumstances of such Union business requires additional representation.

Section 3:

Night shift personnel shall be allowed to attend monthly union meetings subject to prior approval of the Department or Division Head. Such personnel shall be required to use a sign-in sheet, shall be subject to recall to duty, and shall not be entitled to overtime pay for attendance at such meetings.

Section 4:

Insofar as permitted by the requirements of the Department of Public Works, up to two (2) Union Officers and/or Stewards may be excused at the same time from duty, without pay, when required to conduct Union business other than joint meetings with management. The Union will be allowed to use up to 48 person hours per year and shall request time off at least 48 hours in advance so that work schedules may be arranged accordingly. Time off shall be granted in periods of half or whole days.

Section 5:

Insofar as permitted by the requirements of the Department of Public Works, the Business Manager and up to one other elected delegate may be allowed to attend the annual International Convention of the Laborers' International Union of North America without pay. The Union will be allowed to use up to 64 person hours per year and shall request time off at least 30 days in advance so that work schedules may be arranged accordingly. Time off shall be granted in periods of half or whole days.

ARTICLE XXVIII
PERSONAL DAY

There shall be eight (8) hours of personal time granted to employees each fiscal year.

Effective July 1, 2011, employees who have ten (10) or more years of service shall receive sixteen (16) hours of personal time.

Personal time may be utilized in units of no less than four (4) hours and cannot be carried forward to the next fiscal year. The use of personal time requires the concurrence of the immediate supervisor. Employees shall provide preferably at least twenty-four (24) hours' notice in advance of the proposed utilization. Request for personal time shall be in writing on the form which has been agreed to by the employer and the Union and shall be provided by the

employer. The Town recognizes that the circumstances may arise wherein it becomes impractical for the employee to give the preferred advance notice. In such circumstances, the employee shall provide as much advance notice as possible by way of established departmental protocols to his/her immediate supervisor and upon his/her return to work, will check in with the supervisor to insure that their personal time has been properly accounted for.

ARTICLE XXIX
WAIVER

The Union and the Town agree that each had a right to bargain for any provision that they wished in this contract and each expressly waives the right to reopen the contract for any further demands or proposals that could have been prior to the effective date of this contract and that the present contract constitutes a complete agreement on all matters and that if other proposals have been made, they have been withdrawn in consideration of this Agreement.

ARTICLE XXX
SICK LEAVE BANK

Section 1:

A sick leave bank for use by members of the bargaining unit covered by this Agreement who have exhausted their own sick leave and who have serious illness shall be established.

Section 2:

Each new employee in the bargaining unit shall contribute two (2) of his sick days to the bank.

Section 3:

The number of days that can be drawn by an individual will be limited to sixty (60) sick leave bank days per fiscal year.

Section 4:

The sick leave bank shall be administered by a sick leave bank committee consisting of six (6) members. Three (3) members shall be designated by the Employer to serve at its discretion and three (3) members shall be designated by the Union to serve at its discretion.

The sick leave bank committee shall determine the eligibility for use of the bank and the amounts of leave to be granted.

The following criteria shall be used by the committee in administering the bank and in determining eligibility for sick leave withdrawals and the amount of said withdrawals:

a) Adequate medical evidence of serious illness.

b) Prior utilization of all eligible sick leave.

Section 5:

If, at anytime, the sick leave bank falls below one hundred (100) sick leave days, it shall be replenished by the contribution of one (1) additional day of sick leave by each member of the unit staff covered by this Agreement. Such additional day will be deducted from the employee's annual fifteen (15) days of sick leave.

ARTICLE XXXI
SICK LEAVE BUYBACK

Upon ordinary retirement or death, a bargaining unit member or his heirs shall be entitled to a buy-back of his unused accumulated sick leave over one-hundred (100) days accumulation at the rate of one day for every five days (e.g. if the employee had 120 days of unused accumulated sick leave, he would be entitled to a buy-back of four (4) days. The maximum number of days which can be bought back is twenty (20) and the maximum value of such buy-back is Three thousand and five hundred dollars ($3,500.00). Effective July 1, 2011, the maximum value of the sick leave buy back is six thousand dollars ($6,000). Employees shall provide a four (4) month notice if required by the Town policy. For purposes of buy-back one day shall consist of one (1) day's pay at the employee's prevailing base rate of pay.

ARTICLE XXXII
LONGEVITY

Longevity pay shall be paid to all permanent employees covered by this Agreement, as follows:

	Present:	July 1, 2011
10 years	$200.00 per year	$250.00 per year
15 years	$250.00 per year	$300.00 per year
20 years	$300.00 per year	$350.00 per year

25 years	$350.00 per year	$400.00 per year
30 years	$400.00 per year	$450.00 per year

ARTICLE XXXIII
Disciplinary Procedures

The Department Heads or appointing authority shall exercise full disciplinary authority consistent with progressive discipline, as set forth in Section 24.1 of the Town's Personnel Bylaw, and their responsibilities to direct employees to perform the required work duties in order to achieve departmental goals and satisfactory municipal service to the general public.

All warnings, suspensions and discharges must be stated in writing and a copy given to the employee and union.

All disciplinary actions, including discharges, shall be applied in a fair manner and shall not be inconsistent to the infraction for which disciplinary action is being applied. The following actions, though not inclusive, are prohibited and may result in disciplinary action, up to and including termination.

- The use of profanity or objectionable/offensive language in the presence of any member of the public;
- Use of profanity or objectionable/offensive language in the presence of any employee, once such conduct has been identified as unacceptable by individuals present, even if it considered to be "shop talk;"
- Theft of Town property, whether personal, public or private
- Physical fighting, with anyone, except for self-defense, while working;
- Harassment, that creates a hostile work environment, of any sort;
- Failure to wear/use appropriate safety equipment;
- Failure to follow the written or oral orders of supervisory personnel;
- Possession of alcohol or controlled substances in the workplace.
- Abandoning post without authorization by supervisor.

- Falsifying documents.
- Violating Town of Framingham policies and procedures.
- Not showing up for assigned shift without calling in to notify supervisor.

ARTICLE XXXIV
Re-Opener

The Town agrees to re-open this Agreement during its effective dates for the limited purpose of discussing an increase in base wages if the Town and any other bargaining unit with which the Town solely negotiates (i.e., excluding bargaining units with which the School Committee bargains) agree upon more than a 1% increase in base wages/salaries for FY 2011. The Union must request such re-opener in writing.

ARTICLE XXXV
DURATION

The provisions of this Agreement will be effective July 1, 2010 and will continue and remain in full force and effect through June 30, 2013 and shall be automatically renewed from year to year thereafter unless at least ninety (90) days prior to the expiration date either party notifies the other in writing its desire to terminate this Agreement.

Signed as of the 11th day of October, 2010.

TOWN OF FRAMINGHAM
BOARD OF SELECTMEN
BY:

Laurie Lee

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL
BY:

- Falsifying documents.
- Violating Town of Framingham policies and procedures.
- Not showing up for assigned shift without calling in to notify supervisor.

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Signed as of the day of , 2010.

TOWN OF FRAMINGHAM
BOARD OF SELECTMEN
BY:

_____

_____

_____

_____

_____

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL
BY:

_____

_____

_____

_____

_____

Schedule A
Reimbursement for Licensing and Certifications

Commonwealth of Massachusetts:	As of 6/30/11	As of 7/1/11	As of 7/1/12
Hoisting License Class 1A	$500.00	$500.00	$500.00
Hoisting Class 1B	$300.00	$400.00	$500.00
Hoisting Class 2A	$200.00	$250.00	$300.00
Hoisting Class 2B	$0	$150.00	$300.00
Hoisting Class 3A	$0	$150.00	$300.00
Hoisting Class 4A	$0	$150.00	$300.00
Hoisting Class 4E	$0	$ 25.00	$ 50.00
Hoisting Class 4F	$0	$ 25.00	$ 50.00
Hoisting Class 4G	$0	$ 25.00	$ 50.00
Commercial Driver's License – Tanker Endorsement	$150.00	$200.00	$250.00
Commercial Driver's License – Hazmat Endorsement	$150.00	$200.00	$250.00
Commercial Driver's License – Class A Operator's License	$300.00	$400.00	$500.00
Construction Supervisor's License	$500.00	$750.00	$1000.00
Master Electrician's License	$500.00	$850.00	$1200.00
Journeyman Electrician's License	$500.00	$750.00	$1000.00
MA Commercial Pesticide Applicator License	$300.00	$450.00	$600.00
Certified Arborist MAA	$750.00	$975.00	$1200.00
UMASS Green School Landscape Mgmt Cert.	$0	$300.00	$600.00
UMASS Green School Turf Mgmt Cert.	$0	$300.00	$600.00
Drinking Water System Distribution Grade 1D	$150.00	$425.00	$700.00
Drinking Water System Distribution Grade 2D	$300.00	$550.00	$800.00
Drinking Water System Distribution Grade 3D	$450.00	$675.00	$900.00
Drinking Water System Distribution Grade 4D	$600.00	$900.00	$1200.00
Drinking Water System Treatment Grade 1T	$150.00	$425.00	$700.00
Drinking Water System Treatment Grade 2T	$300.00	$550.00	$800.00
Drinking Water System Treatment Grade 3T	$450.00	$675.00	$900.00
Drinking Water System Treatment Grade 4T	$600.00	$900.00	$1200.00
Backflow and Cross Connection Tester DEP	$250.00	$425.00	$600.00
Backflow and Cross Connection Surveyor DEP	$400.00	$550.00	$700.00
Wastewater Collection Systems NWEA Grade I	$150.00	$325.00	$500.00
Wastewater Collection Systems NWEA Grade II	$300.00	$450.00	$600.00
Wastewater Collection Systems NWEA Grade III	$450.00	$575.00	$700.00
Wastewater Collection Systems NWEA Grade IV	$600.00	$700.00	$800.00
ACI Concrete	$0	$350.00	$700.00
Operation and Maintenance of Wastewater Systems Certificate	$0	$250.00	$500.00

General Certifications:

IMSA – International Municipal Signal Association:

Work Zone traffic Control IMSA	$250.00	$475.00	$700.00
DOT Hazmat Certification	$0	$250.00	$500.00
Confined Space Certificate	$0	$300.00	$600.00
Trench Safety	$0	$300.00	$600.00
40 Hour Hazwoper Certificate	$0	$350.00	$700.00
Snow and Ice Control Certificate	$0	$250.00	$500.00
10 Hour Osha Card	$0	$250.00	$500.00
Safe Bucket Truck Operation	$0	$250.00	$500.00
Public Works Preparing For & Responding To Terrorism Incident Training Certificate	$0	$300.00	$600.00
CPR/Defibrillator Certification	$0	$50.00	$100.00
Scott-Pack Training	$0	$50.00	$100.00
Electrical Hazards Awareness Program	$0	$150.00	$300.00

ASE National Institute of Automotive Excellence:

ASE Automobile and Light Truck:

Engine Repair ASE (A1)	$100.00	$100.00	$100.00
Automatic Transmission – Transaxle ASE (A2)	$100.00	$100.00	$100.00
Manual Drive Train and Axels ASE (A3)	$100.00	$100.00	$100.00
Suspension and Steering ASE (A4)	$100.00	$100.00	$100.00
Braking Systems ASE (A5)	$100.00	$100.00	$100.00
Electrical & Electronic Systems ASE (A6)	$100.00	$100.00	$100.00
Heating and Air Conditioning ASE (A7)	$100.00	$100.00	$100.00
Engine Performance ASE (A8)	$100.00	$100.00	$100.00

ASE Medium and Heavy Trucks:

Diesel Engines	$100.00	$100.00	$100.00
Drive Train & Axles	$100.00	$100.00	$100.00
Braking Systems	$100.00	$100.00	$100.00
Suspension and Steering	$100.00	$100.00	$100.00
Electrical and Electronic Systems	$100.00	$100.00	$100.00
HVAC Systems	$100.00	$100.00	$100.00
Preventive Maintenance Inspections	$100.00	$100.00	$100.00

Vertical Welding– ANSI Structural Welding Code D.1.1	$250.00	$250.00	$250.00
Horizontal Welding – ANSI Structural Welding Code D.1.1	$250.00	$250.00	$250.00
Overhead Welding – ANSI Structural Welding Code D.1.1	$250.00	$250.00	$250.00

Salary Schedule 1156 DPW
July 1, 2010 - June 30, 2011

1%

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
W-2 /w $.24		$15.22	$15.59	$15.98	$16.36	$16.76	$17.18
W	2	$14.98	$15.35	$15.74	$16.12	$16.52	$16.94
W-2 /w $.24		$15.78	$16.17	$16.56	$16.97	$17.39	$17.82
W	3	$15.54	$15.93	$16.32	$16.73	$17.15	$17.58
W-2 /w $.24		$16.08	$16.46	$16.88	$17.30	$17.72	$18.16
W	4	$15.84	$16.22	$16.64	$17.06	$17.48	$17.92
W-2 /w $.24		$16.39	$16.79	$17.22	$17.63	$18.07	$18.51
W	5	$16.15	$16.55	$16.98	$17.39	$17.83	$18.27
W-2 /w $.24		$16.79	$17.22	$17.63	$18.07	$18.51	$18.97
W	6	$16.55	$16.98	$17.39	$17.83	$18.27	$18.73
W-2 /w $.24		$17.02	$17.43	$17.86	$18.31	$18.75	$19.22
W	7	$16.78	$17.19	$17.62	$18.07	$18.51	$18.98
W-2 /w $.24		$17.59	$18.02	$18.46	$18.93	$19.39	$19.86
W	8	$17.35	$17.78	$18.22	$18.69	$19.15	$19.62
W-2 /w $.24		$17.85	$18.30	$18.74	$19.21	$19.68	$20.17
W	9	$17.61	$18.06	$18.50	$18.97	$19.44	$19.93
W-2 /w $.24		$18.27	$18.72	$19.18	$19.66	$20.15	$20.65
W	10	$18.03	$18.48	$18.94	$19.42	$19.91	$20.41
W-2 /w $.24		$18.74	$19.21	$19.68	$20.17	$20.67	$21.18
W	11	$18.50	$18.97	$19.44	$19.93	$20.43	$20.94
WH -10 /w $.24		$22.40	$22.82	$23.11	$23.49	$23.76	$24.11
WH	1	$22.16	$22.58	$22.87	$23.25	$23.52	$23.87
WH-11 /w $.24		$23.52	$23.90	$24.29	$24.63	$24.96	$25.28
WH	2	$23.28	$23.66	$24.05	$24.39	$24.72	$25.04

Note:

Any employee employed on the second shift shall receive an additional 9% of his/her hourly rate.

Any employee emoloyed on the thrid shift shall receive an additional 11% of his/her hourly rate.

These figures represent the employee's earnings, reduced by $.24/hour for the LIUNA Pension Fund contribution.