Collective Bargaining Agreement

between the

Town of Amherst

and

A.F.S.C.M.E. Council 93, Local 1725

Effective July 1, 2007 - June 30, 2010

Table of Contents

Section 1 - Recognition 1
Section 2 - Agency Service Fee 1
Section 3 - Union Dues and Initiation Fees 2
Section 4 - Discrimination and Coercion 2
Section 5 - Grievance and Arbitration Procedure 2
Step 1 3
Step 2 3
Step 3 3
Step 4 3
Section 6 - Discharge, Demotion, Disciplinary Action 4
Section 7 - Seniority 4
Section 8 - Filling of Vacancies 5
Section 9 - Hours of Duty 6
Section 10 - Overtime 7
Section 11 - Pay Period 8
Section 12 - Shift Differential 8
Section 13 - In-Service Training 8
Section 14 - Working Out of Classification 9
Section 15 - Longevity Plan 9
Section 16 - Meal Periods 10
Section 17 - Rest Periods 10
Section 18 - Clean Up Time 10
Section 19 - Holidays 10
Section 20 - Vacations 11
Section 21 - Sick Leave 13
Section 22 - Personal Leave 15
Section 23 - Funeral Leave 15
Section 24 - Jury Pay 15
Section 25 - Court Leave 15
Section 26 - Military Leave 15
Section 27 - Leaves of Absence Without Loss of Pay 16
Section 28 - Leaves of Absence 16
Section 29 - Union Representatives 16
Section 30 - Health and Welfare 17
Section 31 - Uniforms and Protective Clothing 17
Section 32 - Safety 18
Section 33 - Safety Committee Code 19
Section 34 - Extreme Weather Conditions 19
Section 35 - Miscellaneous Provisions 20
Section 36 - Management Rights 21
Section 37 - Education Assistance Program 22
Section 38 - Compensation 23
Section 39 - No -Strike Clause 23
Section 40 - Flexible Benefits 24
Section 41 - Employee Annual Performance Review 24
Section 42 - Family Medical Leave Act 24
Section 43 - Immunization 24

Section 44 - Duration 24
Salary Schedules 24-28

AGREEMENT

THIS AGREEMENT entered into by the TOWN OF AMHERST, hereinafter referred to as the Employer, and Local 1725, State Council #93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Section 1 - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all employees of the Amherst Department of Public Works as certified in MCR #841.

Should any new classification (s) be added to the work force, the Employer shall notify the Union of such new classification (s). The Employer and the Union shall then consult to mutually determine if such new classification (s) shall be added to the bargaining unit. If the parties cannot agree, the matter shall be referred to the State Labor Relations Commission, by either party, with a request that it make a determination which shall be final and binding on both parties.

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

Section 2 - Agency Service Fee

In accordance with Chapter 1078 of the Acts of 1973 (M.G.L.A. c. 150E,§ 12), effective thirty (30) days after the signing of this Agreement, it shall be a condition of employment that all future employees in the bargaining unit who are not members of the Union and who have been employed for thirty (30) days or more, shall pay to the Union an Agency Service Fee.

Such fee shall be paid biweekly commensurate with the periodic dues charged by Local #1725 to its members.

The Union will indemnify, defend and hold the Town harmless against any and all claims made, and against any suit instituted against the Town on account of

any check-off of Union dues or Agency Fee provision.

The Union agrees to refund to the Town any amount paid to it in error on account of the check-off and Agency Fee provision upon presentation of proper evidence thereof.

The Union certifies that this Collective Bargaining Agreement is formally executed pursuant to a vote of majority of all employees in the bargaining unit present and voting.
Any employee who, as of the date of the signing of this Agreement, is a member of the Union and relinquishes such membership, shall be subject to the Agency Fee provision as outlined above.

Section 3 - Union Dues and Initiation Fees

Employees shall tender the initiation fee (if any) and monthly membership dues by signing and Authorization of Dues Deduction Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of membership dues levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such form and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have said dues deducted. Such remittance shall be made by the tenth (10) day of the succeeding month.

Section 4 - Discrimination and Coercion

There shall be no discrimination by supervisors, superintendents or other agents of the Employer against any employee because of his/her activity or membership in the Union. The Employer further agrees that there will be no discrimination against any member for his/her adherence to any provision of this Agreement or his/her refusal to comply with any order which would violate this Agreement.

The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, age or national origin, and that such persons shall receive the full protection of this Agreement.

Section 5 - Grievance and Arbitration Procedure

Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1

The Union Steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute informally with the employee's immediate supervisor within fifteen (15) calendar days of the date of the grievance or his knowledge of its occurrence. Notice to the Union shall constitute notice to the employee. The supervisor shall attempt to adjust the matter and shall respond in writing to the Steward and/or representative within seven (7) calendar days.

Step 2

If the grievance or dispute has not been settled, it shall be presented in writing to the Superintendent of Public Works or his/her designated representative in the event of absence within seven (7) calendar days after the immediate supervisor's response is due. The Superintendent of Public Works shall respond in writing to the Steward and/or representative within seven (7) calendar days.

Step 3

If the grievance or dispute still remains unadjusted, it shall be presented to the Town Manager or his/her designee in writing within seven (7) calendar days after the response of the Superintendent of Public Works is due. The Town Manager or his/her designee shall respond in writing within fifteen (15) calendar days.

Step 4

If the grievance or dispute is still unsettled, either party may, within thirty (30) calendar days after the reply is due, file the grievance or dispute with the American Arbitration Association for settlement according to their procedure.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

The time limits mentioned in this procedure may be extended by mutual consent between parties.

If the grievance is not initially presented within the time limits set forth above, the grievance shall be considered waived. If a grievance is not appealed to the next step within the time limits set forth above, the grievance shall be considered settled on the basis of the Town's last answer. Time limits may only be extended if mutually agreed and further if such extension is expressed in writing.

There shall be a meeting between the parties (with or without the aggrieved employee) at each step of the grievance procedure. Such meeting or meetings may be waived by mutual agreement between parties.

The expense of the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator.

Grievances involving disciplinary action shall be processed beginning at the second (2nd) step. Grievances involving discharge or demotion action shall be processed beginning at the third (3rd) step. Grievances involving job posting and bidding shall be processed beginning at the second (2nd) step. If the case reaches arbitration, the Arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation, and privileges that would have been due the employee.

Section 6 - Discharge, Demotion, Disciplinary Action

An employee shall only be discharged, demoted or disciplined for just cause. In the event an employee is discharged, demoted or disciplined, he/she shall be given a written statement of the reason (s) prior to such contemplated action. An employee shall be discharged or demoted only by the Town Manager on five (5) days notice in writing, setting forth the cause of such removal. (Acts of 1951, Chapter 11, Section 11c.) If said employee alleges he/she has been discharged or demoted unjustly, he/she may use the grievance and arbitration procedure contained herein. In such instances he/she shall begin at Step 3, of the grievance and arbitration procedure. If an employee alleges he/she may institute the grievance and arbitration procedure contained herein. In such instances he/she shall begin at Step 2, of the grievance and arbitration procedure.

Section 7 - Seniority

Seniority shall be on the basis of permanent service of the employee in the bargaining unit. Should an employee leave the bargaining unit and later return to the unit, only the time of permanent service within the unit shall be considered for seniority.

The principle of seniority, subject to the provisions of this contract, shall govern and control in all cases of appointment, layoff, days off, assignment to shift work, and choice of vacation period.

New employees hired shall be considered as probationary employees for the first six (6) months of their continuous employment. Within seven (7) calendar days prior to the completion of the probationary position, an employee shall be notified whether he/she will be terminated or placed on permanent status. Extensions of probationary periods may be made by mutual agreement. The employee shall be entered on the seniority list for each position and/or job category within all divisions of the Public Works Department and shall rank for seniority from the original date of hire. There shall be no recourse to grievance for a person discharged from duty during the probationary period.

For the purpose of layoff and recall, the collective bargaining unit shall be divided into the following competitive levels:

PW 1 Laborer
PW 2 Laborer/Truck Driver; Meter Reader
PW 3 Maintenance Worker
PW 4 Equipment Operator; Lab Technician; Operator in Training
PW 5 Roadway Sign & Paint Technician, Treatment Operator; Tree Maintenance Worker
PW 6 Mechanic,
PW 7 Electrician, Treatment Operator II

Layoffs shall be conducted within each competitive level on the basis of the employee's seniority provided the employee retained has the ability and qualifications to perform the job. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first with regard to their individual periods of employment. Non-probationary employees shall be next to be laid off. Employees to be laid off shall be given at least fourteen (14) calendar days written notice of layoff.

Employees who are on layoff shall be recalled to available jobs in their classifications within their competitive levels in accordance with their seniority in the reverse order from which they are laid off provided the employee retained has the ability to perform the job in a competent manner. An employee laid off for a continuous period of less than two (2) years shall retain all seniority rights.

In the event a non-probationary employee is scheduled to be laid off and there exists a position in an equal or lower-graded classification, Town seniority shall prevail in permitting such employee to bump the least senior individual in such a classification covered by this Agreement.

Section 8 - Filling of Vacancies

For the purpose of this Article, a permanent vacancy is created when the Town

determines to increase the workforce to fill a new position (s) or when any of the following transactions take place in the bargaining unit and the Town determines to replace the previous incumbent: terminations, promotions, demotions, death, transfer or reassignment.

Notice of permanent bargaining unit vacancies shall be posted on bulletin boards at each of those work stations as stated in Section 35 (Bulletin Boards) for a period of time not less than seven (7) calendar days and no more then fourteen (14) calendar days. Such notice shall state the position, classification, shift, work location and assignment, rate of pay for the job, and closing date for application.

Any bargaining unit employee may apply for a vacancy. Should no employee in the bargaining unit meet the qualifications of the job, then the Town will be free to hire from outside the bargaining unit. Employees in the bargaining unit who are interested in a vacancy shall apply in writing within the posting period specified in Paragraph 2 above. Below are criteria to fill the aforementioned vacancy.

a. seniority in the bargaining unit
b. experience in related work
c. work experience
d. ability to do the job
e. education and training related directly to the vacant position

Equal emphasis shall be given to the above factors.

An employee promoted or transferred to a vacancy shall serve a 90 day probationary/ trial period in which both the employer and employee will evaluate the appropriateness of the position for the employee. During the probationary period, should either the employer or the employee determine the employee is not suited for the position, he/she shall be returned to his/her former position.

The Town reserves the right to not fill any posted vacancy, provided the decision to not fill is neither arbitrary nor capricious. If the Town chooses not to fill and/or has not filled a posted vacancy within thirty (30) days, the Union shall be notified as to the reason in writing.

Section 9 - Hours of Duty

Except as otherwise specified in this Agreement, the regular hours of duty for full-time employees of the Public Works Department shall be forty (40) hours

per week, as has been established for that job title at the particular job location.

To the extent practicable, the normal work week shall consist of five (5) consecutive days, Monday through Friday, with the regular hours of work each day to be consecutive except for the meal periods.

When the Employer desires to change the work schedule of an employee, it shall give the affected employee at least ten (10) calendar days written notice of such contemplated change, except in cases of emergency involving the protection of property of the Employer or involving the health and safety of those persons whose care and/or custody have been entrusted to the Employer. It is expressly provided that there shall be no change in scheduling to avoid the payment of overtime.

Section 10 - Overtime

Employees covered by this Agreement shall be paid overtime at the rate of 1-1/2 times the regular rate of pay for all hours worked in excess of eight (8) hours in one (1) day and forty (40) hours in one (1) calendar week, when such time is required to be worked by the Town. Call-Back-Pay - An employee, after having completed his/her assigned work and left his/her place of employment, who is called back to work prior to his/her next regular scheduled starting time, shall be paid overtime pay as stated above for all hours worked on recall. The employee will be guaranteed a minimum of three (3) hours pay at 1-1/2 times the regular hourly rate of pay. Provided, however, this three (3) hour minimum guarantee will not apply to the period between 4:00 a.m. and 7:00 a.m. as related to snow plowing, sanding or salting.

No Pyramiding - Compensation shall not be paid more than once for the same hours under any provision of this Section or Agreement.

Overtime Distribution - Available overtime work, when scheduled or required, shall be equitably distributed as far as reasonably practicable, among qualified employees who ordinarily perform such related work in the normal course of their work week. A list shall be posted to allow employees to sign up for available snow and ice activities.

Snow Removal and Sanding - All employees who are normally involved in snow removal and sanding will be required to report for overtime work upon notification. Notification shall be in the form of direct or telephone contact including leaving a message on an employee's answer machine. Any employee who after three (3) occasions in a twelve (12) month period where he/she could not be notified by telephone, for whatever reason, will be required to contact

his/her foreman, or leave a message at the DPW office to indicate the employee's location and/or contact information whenever there are icy conditions or new snow fall has accumulated in excess of two (2) inches. If no one is physically present at the DPW office to receive the message, then the Highway Superintendent voice mail will serve as notice under the paragraph.

Reasonable excuses for being unavailable must meet the same standards as for not reporting for a regular work shift.

Employees in this "required to contact" category will receive written notice when the aforementioned three (3) occasions has occurred.

Failure to meet this condition of employment will be subject to the provisions of Section 6.

Emergency Overtime - When emergency overtime is determined to be needed and sufficient volunteers are not available, the remaining employees shall be required to report for overtime work upon notification of the need for their services, unless the employee (s) has, in the judgment of the Employer, a reasonable excuse. A reasonable excuse must meet the same standard as for not reporting for a regular work shift.

When in a case of emergency it is necessary to call in personnel from other areas to aid and assist, the personnel from areas other than the area which normally performs said related work shall be released from their duties first when the work load lessens.

Section 11 - Pay Period

The pay period shall be biweekly. Employees shall be paid no later than noon on alternate Fridays.

Section 12 - Shift Differential

Employees who are regularly assigned (not overtime hours) to night shift hours and/or who are regularly scheduled (not overtime hours) to work on Saturday or Sunday will receive a shift differential at the rate of 70¢ per hour.

Section 13 - In-Service Training

In-service training programs shall be agreeable to both parties. Where no formal in-service program is in effect, duty assignments which would prepare an employee for another classification shall be given to the senior interested employee within the Department provided the employee has obtained any license required for such in-service training for the position. An employee once

assigned to in-service training for a position may not be superseded in that position by a more senior employee who may later decide to apply for in-service training for the position.

In-service training shall include training in all aspects of the position. When assigned by the Superintendent, attendance at schools, in-service training and other courses of instruction shall be considered a part of the regular weekly work schedule. The Town shall pay all costs including travel, meals, etc. for schools for which the Town requires attendance.

Section 14 - Working Out of Classification

While an employee is performing the duties of a position in a higher grade of compensation other than the position in which he/she performs regular service, for a period of two (2) hours or more, the employees shall be compensated at the rate of pay associated with the higher grade equivalent to at least one (1) increment higher than the step-in-grade he/she currently holds in his/her regular classification. Compensation will be for time actually worked, rounded to the nearest whole hour.

The Employer agrees not to assign the duties of a higher classification to two (2) or more employees in order to circumvent the intent of the paragraph above.

While performing the duties of a position classified in a lower grade of compensation than the grade of the position in which the employee performs regular service, an employee shall be compensated at his/her regular rate of pay.

In-service training shall be an exception to the above, and shall be compensated at the employee's ordinary rate of pay.

Section 15 - Longevity Plan

After the completion of ten (10) years of accumulated full-time employment, each employee shall be entitled to an annual longevity payment in addition to his/her base salary according to the following schedule.

The longevity payment which shall be paid on the first payday after the employee's anniversary date, shall be equal to the employee's biweekly pay then in effect divided by twenty (20) and multiplied by the number of years of accumulated full-time employment.

Employees leaving the employ of the Town shall receive payment in a lump sum equal to the amount of longevity due and that portion they have earned in the anniversary year in which they leave.

Section 16 - Meal Periods

Employees shall be granted a meal period in accordance with the schedule which is customary at the time of the signing of this Agreement.

For all overtime work, at the discretion of the immediate supervisor, sufficient time shall be allowed for a paid meal period. In no case shall an employee be required to work for more than five (5) consecutive hours without a meal period.

Section 17 - Rest Periods

All employees' work schedules shall provide for a ten (10) minute rest period during each one-half (½) shift. The rest period shall be scheduled at the middle of each one-half (½) shift.

Employees working overtime shall receive rest periods in accordance with the above.

Section 18 - Clean Up Time

Employees shall be granted a ten (10) minute personal clean-up period prior to the meal period and at the end of the work shift.

Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

Section 19 - Holidays

The following days shall be paid holidays:

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

In addition to the above holidays, the employees shall be granted one-half ½2) day off on the day before Christmas unless Christmas falls on a Tuesday, in which case the employees shall be granted all day Monday off. In the event of an emergency on the day before Christmas, the Superintendent shall have the right to require the employees to work and the holiday shall be treated as a skeleton force day.

Should the Employer declare any other day a skeleton force day at the Department of Public Works, the employee not required to work shall receive a regular day's pay. Employees required to work that day shall be granted another day off with pay. Should the Employer declare any other day a holiday at the Department of Public Works, then the normal holiday pay procedures shall apply.

Should any holiday fall on an employee's normal day off, the nearest scheduled working day will be considered to be the holiday.

If a holiday occurs within an employee's vacation period, he/she shall receive an additional day's vacation with pay.

Any employee who is scheduled to work on a holiday shall receive, in-addition to the regular holiday pay, an amount equal to one and one-half (1- ½) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. For each subsequent call back, the employee shall be paid for no less than three (3) hours at the above rate.

An employee who is scheduled to work Thanksgiving and/or Christmas shall receive, in addition to the regular holiday pay, an amount equal to two (2) times his/her regular rate of pay for all hours worked, but in no case shall this be less than an amount equal to four (4) hours work at the above rate. For each subsequent call-back, the employee shall be paid for no less than three (3) hours at the above rate.

Section 20 - Vacations

Vacation Allowance - All personnel covered by this Agreement shall be credited each pay period with earned vacation leave with pay not to exceed the following schedule:

Less than five (5) years completed service, 3.08 hours biweekly;

More than five (5) years completed service, but less than ten (10) years completed service, 4.616 hours biweekly;

More than ten (10) years completed service, but less than twenty (20) years completed service, 6.152 hours biweekly; and.

More than twenty (20) years completed service; 6.768 hours biweekly.

Eligibility Requirements - In order to be eligible for a full vacation under Section 1, an employee, as of his anniversary date of employment, must have been continuously employed by the Town at least six (6) months.

Vacation Scheduling - Vacations shall be scheduled insofar as practicable at times most desired by each employee; provided, however, the final right to designate the vacation period is exclusively reserved to the Town in order to insure the orderly performance of the services provided by the Town. Where two (2) or more employees seek the same vacation period, preference will be given to the most senior employee where operating circumstances permit and provided the remaining employees are qualified to do the work.

A vacation "sign-up sheet" shall be made available as of January 1, April 1, and September 1, of each year. Employees shall be notified at least thirty (30) days before their scheduled vacation request whether such request has been granted or denied, provided that employees' requests are submitted in writing to the Superintendent with sufficient time allowed. Employees qualifying for more than ten (10) days of earned vacation shall be allowed a maximum of fifteen (15) days of their earned vacation between June 1st, and August 31st, annually. Employees with ten (10) days or less of earned vacation shall be allowed five (5) days of their earned vacation during this period. A vacation, once set, cannot be canceled except by mutual agreement of the employee and the Superintendent or his/her designated representative.

Vacation Accumulation - Accumulation of vacation in excess of one (1) year shall be permitted at the discretion of the Superintendent. Vacation credits in excess of two (2) years employment shall be transferred to sick leave as of December 31st of each year.

Separation - Unless an employee is terminated consistent with the terms of this Agreement (or resigns when offered that opportunity in lieu of termination), he/she shall receive vacation pay for all vacation which he/she is otherwise eligible to take at the time of separation upon separation from employment with the Town, provided the employee give two (2) weeks notice.

Upon the death of an employee eligible for vacation leave, payment shall be made to the estate or the heirs of the deceased for that proportion of the vacation accrued in the calendar year prior to the death which the number of days worked bears to the total working days in such year. Payment shall also be made for accumulated vacation leave.

Employees eligible for vacation leave whose services are terminated by dismissal through no fault or delinquency of their own; by resignation, by retirement or by entrance into the armed forces, shall be paid for that portion of the vacation accrued in the calendar year during which such termination occurred. In addition, payment shall also be made for accumulated vacation leave. Employees shall forfeit their right to vacation pay in whole or part if they are discharged for cause. Absences on amount of sickness in excess of that authorized under Section 21 of this Agreement may, at the discretion of the Superintendent, be charged to vacation.

Section 21 - Sick Leave

Each employee shall be credited with sick leave with pay at the rate of one and one-fourth (1-1/4) days for each month of service or portion thereof for new employee (s) or for the termination of employee (s). Sick leave shall be accumulated without limit. Any accumulation which present employees have at the effective date of this Agreement shall be retained. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.

Sick leave may be used for no more than three (3) "routine" medical examinations per year not related to specific illness or injury (examples: annual physical examinations, dental "check-ups", eye examinations) or doctor's, dentist's or similar "non-routine" medical appointments for examinations or tests related to illness or injury or symptoms of illness or injury.

When an employee finds it necessary to be absent because of "routine" medical examinations, the employee shall notify the Superintendent two (2) weeks prior to the appointment or as much notice as possible for non-routine medical appointments. The notification shall include the date, time and estimated duration of the examination. The Town retains the right to deny sick leave for "routine" medical examinations if the leave will cause serious hardship for the Town.

The employee, upon returning to work, shall submit signed documentation from the physician to the Superintendent certifying date, time, duration of examinations and approving employee's fitness to return to work.

Employees who must leave their job site less than two (2) hours following the beginning of the scheduled work day or end of the lunch period shall be charges

with sick leave from the beginning of the respective period.

Employees who must leave their job site less than two (2) hours before the beginning of the scheduled lunch hour or end of the work day shall be charged two (2) hours of sick leave.

In the case of absence due to an industrial accident, the Employer agrees to make up the difference between the employee's wages and the amount received from Worker's Compensation. The amount of such difference shall be charges to sick leave when the period of absence exceeds five (5) work days.

Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave.

For serious illness in the immediate family, no more than fifteen (15) working days may be allowed in any one (1) calendar year; such time will be charged to sick leave. Immediate family shall include employee's spouse, children, stepchildren, parents, grandparents, step-parents, brothers and sisters, mother-in-law, father-in-law and other relatives who are actual members of the employee's household.

An employee may, with the approval of the Town Manager, charge up to eight (8) weeks Maternity Leave to her accrued Sick Leave. Of these eight (8) weeks, up to four (4) weeks may be taken before the expected delivery date and up to four (4) weeks may be taken immediately after delivery.

A male employee may charge up to four (4) weeks paternity leave to accumulated compensatory time, sick leave or vacation. Such leave shall begin at a time mutually agreed upon by the employee and the Superintendent and be subject to the approval of the Town Manager.

Upon termination of employment, in good standing, all permanent employees, who have completed ten (10) full years of employment with the Town prior to their termination date, shall receive a single cash payment for each day of accumulated sick leave according to policies established by the Personnel Board. Upon the death of an employee eligible for sick leave buy-back, payment shall be made to the estate.

The Employer shall not make it a general policy to request medical evidence of illness for periods of absences of less than five (5) consecutive days. Any request for medical evidence for absences of less then five (5) consecutive days shall be made on an individual basis and as circumstances warrant.

Section 22 - Personal Leave

Employees shall be eligible for a maximum of three (3) paid Personal Leave Days during the fiscal year. An employee wishing to take a Personal Leave Day shall request the Superintendent at least forty-eight (48) hours in advance except in emergencies. Employees may carry forward up to two (2) unused personal leave days into the next fiscal year for a total not to exceed five (5) days; any days in excess of five (5) shall be forfeited.

Section 23 - Funeral Leave

Employees will be allowed to take up to four (4) working days off with pay should a death occur within the immediate family. These days will be for the purpose of making arrangements, attending wakes, funerals, and/or memorial services. For purposes of this section, immediate family shall be defined as the employee's spouse, children, step-children, parents, grandparents, step-parents, brothers and sisters, mother-in-law, father-in-law and other relatives who are actually members of the employee's household. One (1) day of bereavement leave will be allowed for the employee to attend the funeral or memorial service of an aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Section 24 - Jury Pay

The Employer agrees to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

Expenses reimbursed by the court for travel, meals, room, hire, etc., shall not be considered part of compensation for jury duty.

Section 25 - Court Leave

Court leave without pay shall be granted upon request when an employee is engaged in personal litigation having no connection with his/her position as an employee.

Section 26 - Military Leave

Any employee shall be entitled to a leave of absence during the time of his/her

compulsory service in the armed forces of the Commonwealth or during a compulsory annual tour of duty not exceeding seventeen (17) days, as provided in Chapter 33, Section 59, of the General Laws as a member of a reserve component of the armed forces of the United States, and shall receive his/her ordinary remuneration therefore. The employee shall also be entitled to the same leave of absence or vacation with pay given to other like employees. The employees must present their military orders to the Superintendent for inspection.

Section 27 - Leaves of Absence Without Loss of Pay

Employees shall be granted leave of absence without loss of pay for the following reasons:

To pay tribute at the funeral of a veteran as member of a firing squad, color detail, pall bearer, bugler or escort participating in such service.

For the period of absence due to quarantine because of exposure to contagious disease in the regular performance of duty.

Physical examination for the Industrial Accident Division or Retirement Board.

To attend hearings on Industrial Accident cases as the injured person or as a witness.

To meet with Union officials or members of management concerning grievances.

To meet with management to negotiate collective bargaining agreement.

Section 28 - Leaves of Absence

Leaves of absence shall be granted by the Employer without pay in cases where an employee is ill and has no sick leave available, for the purpose of taking courses to improve his knowledge in his classification or for advancement within the Department of Public Works, and in other instances agreeable to both parties. Previously accumulated unused sick leave credit shall be restored to employees returning from approved leave of absence.

Section 29 - Union Representatives

A written list of Union stewards and other representatives shall be furnished to the Employer immediately after their designation and the Union shall notify the Employer of any change.

The above shall be granted reasonable time off with pay during working hours to investigate and settle grievances.

Such officers and members of the Union as may be designated by the Union shall be granted leave from duty with full pay for Union business such as attending labor conventions and educational conferences, provided that the aggregate total of all such days shall not exceed twenty (20) working days in any calendar year. The Union Secretary shall notify the Superintendent in writing, listing the employees designated to engage in Union business and specifying the purpose, location, and length of such meetings. Such notification shall be made at least three (3) days prior to the absence.

Section 30 - Health and Welfare

The Town agrees to provide Members with the same medical and life insurance plans as provided to other eligible employees of the Town. Effective July 1, 2008, the Town shall pay 75% of the premiums for Preferred Provider Organization (PPO) plans and 80% of the premiums for Health Maintenance Organization (HMO) plans in effect under the Town health and life insurance plans for all members of the bargaining unit. The employee premium deduction will normally be made on a biweekly basis.

The Town shall appoint the nominee of the Union to the Employees Insurance Advisory Committee. It is agreed that the members of this bargaining unit will receive any and all benefits agreed upon between the Town and the Employees Insurance Advisory Committee at whatever time they are agreed to become effective.

The Town and the Union recognize the importance of physical fitness as it relates to job performance. A joint committee consisting of no more than three (3) members form either party will be established to develop a voluntary physical fitness program.

Section 31 - Uniforms and Protective Clothing

If any employee is required to wear special protective clothing, rain gear, or any

type of protective device as a normal condition of employment, such special protective clothing, rain gear, or protective device shall be furnished to the employee by the Employer. The cost of maintaining the special protective clothing, rain gear, or protective device in proper working condition shall be paid by the Employer.

The Employer agrees to provide all material, equipment, tools and 100% of license fees listed in the employee's job description or those licenses deemed appropriate by the Superintendent of Public Works except for drivers license (i.e., Massachusetts Class D). Mechanics of the Equipment Maintenance Division must provide their own basic tools common to the trade. The Employer shall pay to each mechanic an allowance in consideration for the replacement of such basic tools lost or damaged. Effective July 1, 2007, the consideration will be $325.00.

On or about the first Friday in December of each year, a lump sum payment will be made to each member of the bargaining unit for the purpose of purchasing work boots. Effective July 1, 2008, the consideration will be $125.00 and effective July 1, 2009, $150. 00.

The Town will provide each employee five (5) tee shirts a year. At the conclusion of the contract with the uniform supply vendor currently in effect, the Town will provide employees, except employees of the Waste Water and Equipment Repair divisions, the opportunity of continuing the uniform service or providing a uniform allotment of $200.00 per year; effective July 1, 2009, the allotment will change to $225.00; such allotment to be used with the Town's approved vendor. Employees of the Waste Water and Equipment Repair Divisions shall continue to the uniform service.

Section 32 - Safety

Employees shall have a first aid kit available in their work area.

No employee shall be required or allowed to lift unreasonable weights without adequate assistance.

No employee shall be required to operate defective equipment.

At least two (2) employees shall be assigned when working underground, in tunnels, in crawl spaces, in chambers where steam, sewage, electrical, or other

systems exist, in trenches with a depth of five (5) or more feet, or when working more than ten (10) feet above the floor or ground.

No employee shall be assigned to work from ladders, staging or rigging unless such equipment meets all safety regulations.

The provisions of all rules, standards, regulations and codes promulgated under the provisions of the General Laws shall apply to all apparatus, materials, equipment and structures, their installation, maintenance and operation within the Department of Public Works.

Employees needing transportation shall be transported in enclosed vehicles during cold or inclement weather to perform assigned duties.

Employees shall not be assigned excessive or unreasonable work loads.

All work shall be performed under safe and sanitary conditions; provided, however, the work force may be used to correct an unsafe or unsanitary condition.

When an employee is working alone at any job site, a representative of the Employer shall make reasonable checks on the safety of that employee.

As needed, employees shall be periodically given tetanus shots at the expense of the Town.

Section 33 - Safety Committee Code

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall appoint its own chairman and meet regularly to review safety practices. Such committee shall report all safety hazards to the Superintendent of Public Works for appropriate action.

Section 34 - Extreme Weather Conditions

Except for emergencies, conditions created by the accumulation of snow or ice or freezing rain, and conditions which in the judgment of the Superintendent or his/her designee need immediate correction, employees who are not in sheltered areas or in vehicles shall not be required to perform outside work during heavy rain, nor shall employees be required to perform outside work

when temperatures exceed 95°F. or fall below 0°F., as measured by an official thermometer which shall be located by mutual agreement on the premises of the Public Works Center, easily accessible for examination by the employees. The Superintendent shall schedule indoor work while such extreme temperature conditions prevail. The Town recognizes extreme weather conditions occur which are not measured by the official thermometer. In the event the extreme temperature changes so as to fall within the working range or the heavy rain subsides, all employees shall return to their regular work assignment at the direction of the Superintendent or his/her designee.

Section 35 - Miscellaneous Provisions

Bulletin Boards - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Should any provision of this Agreement be found to be in violation of any Federal or State law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

Access to Premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93 and/or Local #1725 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, without have been properly notified of a layoff or decrease in the work force, the employee shall be paid for a full tour of duty at the rate to which he/she would be entitled for his/her shift.

In the event an employee reports to his/her place of work upon call by the Employer for overtime work and is released for lack of work, without previous notification not to report, the employee shall receive four (4) hours pay computed at the overtime rate.

Employees working away from their regular base of employment shall be transported to and from the job site during working hours. An employee shall

not be required to use his/her own motor vehicle in the course of his/her employment.

The Employer shall continue to employ outside contractors as occasion and sound business practice may require; nevertheless, the Employer will not enter into outside contracts for normal and routine work which results in the layoff or part-timing of employees in the bargaining unit.

The parties agree that this Agreement constitutes the entire contract between them governing the rates of pay and working conditions of the employees in the bargaining unit during the term hereof and settles all demands and issues on all matters subject to collective bargaining, including any demands made by the Union during negotiations.

Accordingly, the Union expressly waives the right during the term of this Agreement to demand, discuss, or negotiate upon any subject matter, whether or not subject matter is specifically contained in this Agreement or whether such subject matter has or has not been raised or discussed by either party during the negotiations leading up to the execution of this Agreement.

Paychecks will be issued in envelopes provided by the Town.

Section 36 - Management Rights

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town of Amherst has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provision of this Agreement, it shall have the sole right, responsibility and prerogative of management of the affairs of the Town and direction of the working force including, but not limited to, the following:

To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.

To establish or continue policies, practices and procedures for the conduct of the Town business, and from time to time change or abolish such policies, practices or procedures.

To discontinue processes or operations or to discontinue their performance

by employees, and the right to reorganize the department.

To select and determine the number and types of employees required to perform the department's operations and the right to utilize managerial employees excluded from the terms of this Agreement to perform any operation within the Public Works Department. This Section shall not be used to reduce the work force or to prevent overtime to employees of the bargaining unit.

To employ, transfer, promote or demote employees; or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town of Amherst.

To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them by distribution of individual copies and by bulletin boards, with at least one (1) week's notice of new rules and regulations.

To enter into contracts or sub-contracts for municipal operations.

The above rights, responsibilities, and prerogatives are inherent to the Town of Amherst and the Superintendent of Public Works and are not subject to delegation in whole or in part. Such rights may not be subject to review of determination in any grievance or arbitration proceeding, but the manner of exercise of such rights may be subject to the grievance procedure described in this Agreement.

Section 37 - Education Assistance Program

Subject to budgetary considerations, all full-time permanent employees who are members of Local #1725 are eligible for the Educational Assistance Program. The Town of Amherst will pay charges required by a school, including registration, tuition, books, materials and laboratory fees for any course directly related to an employee's job, or required for a degree which is so related.

The Town of Amherst will pay the educational institution directly for courses approved by the Department Head and the Town Manager. Appointees who withdraw from the course before completion or do not successfully complete the course shall be ineligible for participation in the program for two (2) full years following their withdrawal from the course. No employee may receive more than

$250.00 in any fiscal year toward outside education. If any employee withdraws from the course before completion, the employee shall reimburse the Town for that portion of the tuition which is not reimbursable by the educational institution. Any employee who leaves the employ of the Town voluntarily, within twelve (12) months of receiving assistance under this provision, will reimburse the Town for fifty percent (50%) of such assistance.

The education Assistance Program is primarily for the support of continuing education during non-working hours at institutions of higher learning. The Department Head, with the approval of the Town Manager, may grant release time during working hours for participation in the program.

Section 38 - Compensation

The pay rates established by this Agreement are listed in Schedule A. These schedules list all positions covered by this Agreement by title along with the wages for each position. A person being appointed to a higher pay level shall receive a pay increase of at least one (1) increment in the high pay level.

An employee shall receive a one (1) increment pay raise in the employee's pay level each year on the anniversary date of his/her appointment in grade until he/she reaches maximum.

Section 39 - No -Strike Clause

During the term of this Agreement, the parties hereto agree that there shall be no strikes or lockouts of any kind whatsoever; work stoppages, withholding of services, slowdowns; or interference with or interruption of the production or operations of the Town by any employees or the Union.

Nor shall there be any strike or interruption of work during the term of this Agreement because of any disputes or disagreements between any other persons (or other employers or unions) who are not signatory parties to this Agreement.

Employees who violate this provision shall be subject to disciplinary action, including discharge; and any claim by either party against the other of a violation of this Article shall be subject to arbitration as provided for under Section 5 of this Agreement.

Section 40 - Flexible Benefits

The Town agrees to allow members of this bargaining unit to participate in the Town's Flexible Benefits Plan.

Section 41 - Employee Annual Performance Review

Each member of this bargaining unit will be subject to an annual performance review. See Appendix A for the procedure and form to be used.

Section 42 - Family Medical Leave Act

Employees in this bargaining unit are covered by the provisions of the FMLA.

Section 43 - Immunization

The Town agrees to offer Hepatitis A and Hepatitis B shots in the same manner currently in effect with Police and Fire employees to Public Works employees

Section 44 - Duration

This Agreement between the Employer and the Union shall become effective on the 1st day of July, 2007 and shall continue in full force and effect to and including midnight June 30, 2010, and shall be continued for an additional year unless not less than sixty (60) days nor more than one hundred and eighty (180) days prior to the expiration date either the Union or the Employer gives written notice by registered mail to the other that it desires to amend this Agreement. During the negotiations of proposed amendments, the terms of this Agreement shall remain in full force and effect.

It is mutually understood and agreed that this Agreement may be supplemented, revised or amended at any time by mutual consent of the parties.

In the event a law, rule or regulation is enacted, promulgated under law amended expanding the area of collective bargaining, this Agreement shall be reopened for supplement, revision or amendment upon request of the Employer or the Union concerning those matters affected by such change.

THIS AGREEMENT entered into the _____day of May, 2008.

FOR THE TOWN OF AMHERST

Town Manager May 29, 2008

Superintendent of Public Works

FOR A.F.S.C.M.E., ALF-CIO

Executive Director, Council#93

Council #93 Representative

Chairman, Local #1725

Steward, Local #1725

Member, Local #1725

1/8

Salary Schedule Effective July 1, 2007

Step	1	2	3	4	5	6	7	8
PW1	**Laborer**							
annual	$ 25,220	$ 26,481	$ 27,804	$ 29,194	$ 30,653	$ 32,188	$ 33,799	$ 35,485
biweekly	$ 970.00	$ 1,018.50	$ 1,069.38	$ 1,122.85	$ 1,178.96	$ 1,238.00	$ 1,299.96	$ 1,364.81
hourly	$ 12.13	$ 12.73	$ 13.37	$ 14.04	$ 14.74	$ 15.48	$ 16.25	$ 17.06
PW2	**Laborer/Truck Driver, Meter Reader**							
annual	$ 26,810	$ 28,149	$ 29,559	$ 31,033	$ 32,585	$ 34,216	$ 35,927	$ 37,721
biweekly	$ 1,031.15	$ 1,082.65	$ 1,136.88	$ 1,193.58	$ 1,253.27	$ 1,316.00	$ 1,381.81	$ 1,450.81
hourly	$ 12.89	$ 13.53	$ 14.21	$ 14.92	$ 15.67	$ 16.45	$ 17.27	$ 18.14
PW 3	**Maintenance Worker I**							
annual	$ 27,695	$ 29,080	$ 30,534	$ 32,061	$ 33,663	$ 35,349	$ 37,115	$ 38,970
biweekly	$ 1,065.19	$ 1,118.46	$ 1,174.38	$ 1,233.12	$ 1,294.73	$ 1,359.58	$ 1,427.50	$ 1,498.85
hourly	$ 13.31	$ 13.98	$ 14.68	$ 15.41	$ 16.18	$ 16.99	$ 17.84	$ 18.74
PW4	**Equipment Operator, Lab Technician, Operator in Training**							
annual	$ 28,437	$ 29,860	$ 31,353	$ 32,920	$ 34,567	$ 36,294	$ 38,109	$ 40,015
biweekly	$ 1,093.73	$ 1,148.46	$ 1,205.88	$ 1,266.15	$ 1,329.50	$ 1,395.92	$ 1,465.73	$ 1,539.04
hourly	$ 13.67	$ 14.36	$ 15.07	$ 15.83	$ 16.62	$ 17.45	$ 18.32	$ 19.24
PW5	**Maintenance Worker II, Roadway Sign & Paint Technician, Treatment Operator , Tree Maintenance Worker**							
annual	$ 29,149	$ 30,607	$ 32,136	$ 33,742	$ 35,431	$ 37,201	$ 39,062	$ 41,014
biweekly	$ 1,121.12	$ 1,177.19	$ 1,236.00	$ 1,297.77	$ 1,362.73	$ 1,430.81	$ 1,502.38	$ 1,577.46
hourly	$ 14.01	$ 14.71	$ 15.45	$ 16.22	$ 17.03	$ 17.89	$ 18.78	$ 19.72
PW6	**Mechanic**							
annual	$ 29,887	$ 31,383	$ 32,952	$ 34,599	$ 36,329	$ 38,146	$ 40,052	$ 42,054
biweekly	$ 1,149.50	$ 1,207.04	$ 1,267.38	$ 1,330.73	$ 1,397.27	$ 1,467.15	$ 1,540.46	$ 1,617.46
hourly	$ 14.37	$ 15.09	$ 15.84	$ 16.63	$ 17.47	$ 18.34	$ 19.26	$ 20.22
PW7	**Electrician, Treatment Operator II**							
annual	$ 31,083	$ 32,637	$ 34,270	$ 35,984	$ 37,782	$ 39,672	$ 41,656	$ 43,735
biweekly	$ 1,195.50	$ 1,255.27	$ 1,318.08	$ 1,384.00	$ 1,453.15	$ 1,525.85	$ 1,602.15	$ 1,682.12
hourly	$ 14.94	$ 15.69	$ 16.48	$ 17.30	$ 18.16	$ 19.07	$ 20.03	$ 21.03

2/8

Salary Schedule Effective July 1, 2008

Step	1	2	3	4	5	6	7	8
PW1	**Laborer**							
annual	$ 25,724	$ 27,011	$ 28,360	$ 29,778	$ 31,266	$ 32,832	$ 34,475	$ 36,195
biweekly	$ 989.38	$ 1,038.88	$ 1,090.77	$ 1,145.31	$ 1,202.54	$ 1,262.77	$ 1,325.96	$ 1,392.12
hourly	$ 12.37	$ 12.99	$ 13.63	$ 14.32	$ 15.03	$ 15.78	$ 16.57	$ 17.40
PW2	**Laborer/Truck Driver, Meter Reader**							
annual	$ 27,346	$ 28,712	$ 30,150	$ 31,654	$ 33,237	$ 34,900	$ 36,646	$ 38,475
biweekly	$ 1,051.77	$ 1,104.31	$ 1,159.62	$ 1,217.46	$ 1,278.35	$ 1,342.31	$ 1,409.46	$ 1,479.81
hourly	$ 13.15	$ 13.80	$ 14.50	$ 15.22	$ 15.98	$ 16.78	$ 17.62	$ 18.50
PW 3	**Maintenance Worker I**							
annual	$ 28,249	$ 29,662	$ 31,145	$ 32,702	$ 34,336	$ 36,056	$ 37,857	$ 39,749
biweekly	$ 1,086.50	$ 1,140.85	$ 1,197.88	$ 1,257.77	$ 1,320.62	$ 1,386.77	$ 1,456.04	$ 1,528.81
hourly	$ 13.58	$ 14.26	$ 14.97	$ 15.72	$ 16.51	$ 17.33	$ 18.20	$ 19.11
PW4	**Equipment Operator, Lab Technician, Operator in Training**							
annual	$ 29,006	$ 30,457	$ 31,980	$ 33,578	$ 35,258	$ 37,020	$ 38,871	$ 40,815
biweekly	$ 1,115.62	$ 1,171.42	$ 1,230.00	$ 1,291.46	$ 1,356.08	$ 1,423.85	$ 1,495.04	$ 1,569.81
hourly	$ 13.95	$ 14.64	$ 15.38	$ 16.14	$ 16.95	$ 17.80	$ 18.69	$ 19.62
PW5	**Maintenance Worker II, Roadway Sign & Paint Technician, Treatment Operator, Tree Maintenance Worker**							
annual	$ 29,732	$ 31,219	$ 32,779	$ 34,417	$ 36,140	$ 37,945	$ 39,843	$ 41,834
biweekly	$ 1,143.54	$ 1,200.73	$ 1,260.73	$ 1,323.73	$ 1,390.00	$ 1,459.42	$ 1,532.42	$ 1,609.00
hourly	$ 14.29	$ 15.01	$ 15.76	$ 16.55	$ 17.38	$ 18.24	$ 19.16	$ 20.11
PW6	**Mechanic**							
annual	$ 30,485	$ 32,011	$ 33,611	$ 35,291	$ 37,056	$ 38,909	$ 40,853	$ 42,895
biweekly	$ 1,172.50	$ 1,231.19	$ 1,292.73	$ 1,357.35	$ 1,425.23	$ 1,496.50	$ 1,571.27	$ 1,649.81
hourly	$ 14.66	$ 15.39	$ 16.16	$ 16.97	$ 17.82	$ 18.71	$ 19.64	$ 20.62
PW7	**Electrician, Treatment Operator II**							
annual	$ 31,705	$ 33,290	$ 34,955	$ 36,704	$ 38,538	$ 40,465	$ 42,489	$ 44,610
biweekly	$ 1,219.42	$ 1,280.38	$ 1,344.42	$ 1,411.69	$ 1,482.23	$ 1,556.35	$ 1,634.19	$ 1,715.77
hourly	$ 15.24	$ 16.00	$ 16.81	$ 17.65	$ 18.53	$ 19.45	$ 20.43	$ 21.45

3.5%

Salary Schedule Effective July 1, 2009

Step	1	2	3	4	5	6	7	8
PW1	**Laborer**							
annual	$ 26,624	$ 27,956	$ 29,353	$ 30,820	$ 32,360	$ 33,981	$ 35,682	$ 37,462
biweekly	$ 1,024.00	$ 1,075.23	$ 1,128.96	$ 1,185.38	$ 1,244.62	$ 1,306.96	$ 1,372.38	$ 1,440.85
hourly	$ 12.80	$ 13.44	$ 14.11	$ 14.82	$ 15.56	$ 16.34	$ 17.15	$ 18.01
PW2	**Laborer/Truck Driver, Meter Reader**							
annual	$ 28,303	$ 29,717	$ 31,205	$ 32,762	$ 34,400	$ 36,121	$ 37,929	$ 39,822
biweekly	$ 1,088.58	$ 1,142.96	$ 1,200.19	$ 1,260.08	$ 1,323.08	$ 1,389.27	$ 1,458.81	$ 1,531.62
hourly	$ 13.61	$ 14.29	$ 15.00	$ 15.75	$ 16.54	$ 17.37	$ 18.24	$ 19.15
PW 3	**Maintenance Worker I**							
annual	$ 29,238	$ 30,700	$ 32,235	$ 33,847	$ 35,538	$ 37,318	$ 39,182	$ 41,140
biweekly	$ 1,124.54	$ 1,180.77	$ 1,239.81	$ 1,301.81	$ 1,366.85	$ 1,435.31	$ 1,507.00	$ 1,582.31
hourly	$ 14.06	$ 14.76	$ 15.50	$ 16.27	$ 17.09	$ 17.94	$ 18.84	$ 19.78
PW4	**Equipment Operator, Lab Technician, Operator in Training**							
annual	$ 30,021	$ 31,523	$ 33,099	$ 34,753	$ 36,492	$ 38,316	$ 40,231	$ 42,244
biweekly	$ 1,154.65	$ 1,212.42	$ 1,273.04	$ 1,336.65	$ 1,403.54	$ 1,473.69	$ 1,547.35	$ 1,624.77
hourly	$ 14.43	$ 15.16	$ 15.91	$ 16.71	$ 17.54	$ 18.42	$ 19.34	$ 20.31
PW5	**Maintenance Worker II, Roadway Sign & Paint Technician, Treatment Operator, Tree Maintenance Worker**							
annual	$ 30,773	$ 32,312	$ 33,926	$ 35,622	$ 37,405	$ 39,273	$ 41,238	$ 43,298
biweekly	$ 1,183.58	$ 1,242.77	$ 1,304.85	$ 1,370.08	$ 1,438.65	$ 1,510.50	$ 1,586.08	$ 1,665.31
hourly	$ 14.79	$ 15.53	$ 16.31	$ 17.13	$ 17.98	$ 18.88	$ 19.83	$ 20.82
PW6	**Mechanic**							
annual	$ 31,552	$ 33,131	$ 34,787	$ 36,526	$ 38,353	$ 40,271	$ 42,283	$ 44,396
biweekly	$ 1,213.54	$ 1,274.27	$ 1,337.96	$ 1,404.85	$ 1,475.12	$ 1,548.88	$ 1,626.27	$ 1,707.54
hourly	$ 15.17	$ 15.93	$ 16.72	$ 17.56	$ 18.44	$ 19.36	$ 20.33	$ 21.34
PW7	**Electrician, Treatment Operator II**							
annual	$ 32,815	$ 34,455	$ 36,178	$ 37,989	$ 39,887	$ 41,881	$ 43,976	$ 46,171
biweekly	$ 1,262.12	$ 1,325.19	$ 1,391.46	$ 1,461.12	$ 1,534.12	$ 1,610.81	$ 1,691.38	$ 1,775.81
hourly	$ 15.78	$ 16.56	$ 17.39	$ 18.26	$ 19.18	$ 20.14	$ 21.14	$ 22.20

3,5/0

Salary Schedule Effective June 30, 2010

Step	1	2	3	4	5	6	7	8
PW1	**Laborer**							
annual	$ 27,556	$ 28,934	$ 30,380	$ 31,899	$ 33,493	$ 35,170	$ 36,931	$ 38,773
biweekly	$ 1,059.85	$ 1,112.85	$ 1,168.46	$ 1,226.88	$ 1,288.19	$ 1,352.69	$ 1,420.42	$ 1,491.27
hourly	$ 13.25	$ 13.91	$ 14.61	$ 15.34	$ 16.10	$ 16.91	$ 17.76	$ 18.64
PW2	**Laborer/Truck Driver, Meter Reader**							
annual	$ 29,294	$ 30,757	$ 32,297	$ 33,909	$ 35,604	$ 37,385	$ 39,257	$ 41,216
biweekly	$ 1,126.69	$ 1,182.96	$ 1,242.19	$ 1,304.19	$ 1,369.38	$ 1,437.88	$ 1,509.88	$ 1,585.23
hourly	$ 14.08	$ 14.79	$ 15.53	$ 16.30	$ 17.12	$ 17.97	$ 18.87	$ 19.82
PW 3	**Maintenance Worker I**							
annual	$ 30,261	$ 31,774	$ 33,363	$ 35,032	$ 36,782	$ 38,624	$ 40,553	$ 42,580
biweekly	$ 1,163.88	$ 1,222.08	$ 1,283.19	$ 1,347.38	$ 1,414.69	$ 1,485.54	$ 1,559.73	$ 1,637.69
hourly	$ 14.55	$ 15.28	$ 16.04	$ 16.84	$ 17.68	$ 18.57	$ 19.50	$ 20.47
PW4	**Equipment Operator, Lab Technician, Operator in Training**							
annual	$ 31,072	$ 32,626	$ 34,257	$ 35,969	$ 37,769	$ 39,657	$ 41,639	$ 43,723
biweekly	$ 1,195.08	$ 1,254.85	$ 1,317.58	$ 1,383.42	$ 1,452.65	$ 1,525.27	$ 1,601.50	$ 1,681.65
hourly	$ 14.94	$ 15.69	$ 16.47	$ 17.29	$ 18.16	$ 19.07	$ 20.02	$ 21.02
PW5	**Maintenance Worker II, Roadway Sign & Paint Technician, Treatment Operator, Tree Maintenance Worker**							
annual	$ 31,850	$ 33,443	$ 35,113	$ 36,869	$ 38,714	$ 40,648	$ 42,681	$ 44,813
biweekly	$ 1,225.00	$ 1,286.27	$ 1,350.50	$ 1,418.04	$ 1,489.00	$ 1,563.38	$ 1,641.58	$ 1,723.58
hourly	$ 15.31	$ 16.08	$ 16.88	$ 17.73	$ 18.61	$ 19.54	$ 20.52	$ 21.54
PW6	**Mechanic**							
annual	$ 32,656	$ 34,291	$ 36,005	$ 37,804	$ 39,695	$ 41,680	$ 43,763	$ 45,950
biweekly	$ 1,256.00	$ 1,318.88	$ 1,384.81	$ 1,454.00	$ 1,526.73	$ 1,603.08	$ 1,683.19	$ 1,767.31
hourly	$ 15.70	$ 16.49	$ 17.31	$ 18.18	$ 19.08	$ 20.04	$ 21.04	$ 22.09
PW7	**Electrician, Treatment Operator II**							
annual	$ 33,964	$ 35,661	$ 37,444	$ 39,319	$ 41,283	$ 43,347	$ 45,515	$ 47,787
biweekly	$ 1,306.31	$ 1,371.58	$ 1,440.15	$ 1,512.27	$ 1,587.81	$ 1,667.19	$ 1,750.58	$ 1,837.96
hourly	$ 16.33	$ 17.14	$ 18.00	$ 18.90	$ 19.85	$ 20.84	$ 21.88	$ 22.97