

Collective Bargaining Agreement

Between the

Town of Needham

and the

Massachusetts Laborers' Public Employees' Council in behalf of the

Needham Independent Town Workers' Association

Local 272 of the Laborers' International Union of North America

July 1, 2014 – June 30, 2015

and

July 1, 2015 – June 30, 2018

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THIS AGREEMENT made and entered into this 1st day of July, 2014 by and between the Town of Needham (hereinafter called "Town"), acting by and through its duly designated representatives, and the Needham Independent Town Workers' Association (hereinafter called "Union"), under and pursuant to the provisions of Massachusetts General Laws, Chapter 150E, as amended.

ARTICLE 1
STABILITY OF AGREEMENT

1.1 If any of the provisions of this Agreement are found by a court of competent jurisdiction to be in conflict with any Federal law or statute, or statutes of the Commonwealth of Massachusetts; such provisions shall be considered null and void and shall not be binding on the parties hereto; and in such event, the remaining provisions of this Agreement shall remain in full force and effect. The provisions of Section 7, of chapter 150E shall not be waived, by the preceding paragraph.

1.2 The parties acknowledge that during the negotiations which preceded the execution of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Either party may, however, propose specific amendments to this Agreement and the parties may mutually agree on amendments and proposals and the effective date thereof; but neither party shall be obligated to consider or negotiate such proposed demands or amendments. Additions to this Agreement shall be evidenced by letters of mutual intent which shall be signed by representatives of the parties duly authorized by the Town and the Union.

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

ARTICLE 2
RECOGNITION
PERSONS COVERED BY THIS AGREEMENT

2.1 Pursuant to the voluntary recognition by the duly authorized authorities of the Town as herein recited, the Town recognizes the Union personnel as herein identified for the purpose of collective bargaining with a view toward reaching a mutual understanding and agreement relative to questions of wages, hours, and other conditions of employment.

2.2 All other municipal employees of the Town of Needham are excluded from the terms and provisions of this Agreement.

2.3 It is understood and agreed between the parties hereto that the provisions of this Article shall not be subject to any changes in the structure or composition of the employee unit as herein provided during the term of the within contract except as may at any time be made by decision of a court of competent jurisdiction, by legislation, or by decision of an appropriate commission or other agency of the Commonwealth of Massachusetts.

ARTICLE 3 **DUES/AGENCY FEE**

3.1 Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts, the Town shall deduct from earned wages each pay period Union membership dues required as a condition of acquiring, or retaining, membership in the Union of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. As a condition of employment, each employee who elects to join or maintain membership in the Union shall be required to pay Union dues to the Union, beginning the thirty-first (31st) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such dues have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

3.2 The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

3.3 The Town will incur no liability for loss of dues money after the Union representative receives said money in person from the Town Treasurer.

3.4 The Union shall provide the Department of Human Resources with the signed acknowledgement from each member on Appendix C electing to have the Union dues deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

3.5 Neither the Town nor its representatives or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

3.6 Agency Fee

3.6.1 As a condition of employment, each employee who elects not to join or maintain

membership in the Union shall be required to pay an agency fee to the Union, beginning the thirty-first (31st) day following the commencement of his/her employment, or the effective date of the agreement, whichever is later. The Town shall deduct from earned wages each pay period the agency fee required as a condition of acquiring, or retaining, employment of those employees who individually authorize such deduction in writing on the form attached hereto, made a part hereof and marked Appendix C. The Town will remit all sums deducted under such check off authorization to the Treasurer of the Union, together with a list of the employees from whom such agency fees have been deducted. Such remittance shall be made by the fifteenth day of the succeeding month.

3.6.2 An employee who does not elect to pay Union dues must consent in writing (Appendix C) to the authorization of the deduction of an agency fee from his or her wages and to the designation of the LIUNA Local 272 as the recipient thereof. Such consent shall be in a form acceptable to the Town, and shall bear the signature of the employee.

3.6.3 The Union shall indemnify and save the Town harmless against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Town for the purpose of complying with this Article, or in reliance on any assignment furnished by the Town.

3.6.4 The Town will incur no liability for loss of agency fee money after the Union representative receives said money in person from the Town Treasurer.

3.6.5 The Union shall provide the Department of Human Resources with the signed acknowledgement on Appendix C from each member electing the agency fee deducted from his or her pay. Such release will be submitted for deduction for the next available payroll processing period.

3.7 The Union shall be responsible for representing the interests of all employees without discrimination and without regard to employee organization membership.

ARTICLE 4 **UNION SECURITY**

4.1 The Town agrees not to discharge or discriminate in any way against employees covered by this Agreement on account of Union membership, Union affiliation or lawful Union activities.

4.2 When contract negotiations are held during normal working hours (8:30 a.m. - 5:00 p.m.), members of the bargaining committee may be released from work to attend negotiations, without a loss in pay. The Town will not pay members of the bargaining committee for bargaining sessions held during non-working hours. A department manager of a member of the bargaining committee, solely at his/her discretion, has the right to refuse to release a bargaining committee employee if the operating needs of the department require the presence of the bargaining committee employee. For the purposes of contract negotiations, the bargaining committee shall be limited to four members and bargaining committee members cannot be part of the same Division or Department. The Union

agrees to provide a list of bargaining committee members to the Director of Human Resources annually and within 30 days when changes occur.

4.3 Two officers of the ITWA shall be permitted to have time off without loss of pay for the investigation and processing of grievances and arbitrations. Request for such time off shall be made to the appropriate department manager and will not be unreasonably denied. One member of the Union shall be allowed to accompany the grievant to a grievance hearing. Neither the employee who has filed the grievance nor the member of the Union attending the grievance hearing shall have a loss of pay for attending a grievance hearing that is scheduled during normal working hours. No additional pay will be paid to the employee filing the grievance or the Union representative attending the grievance hearing if the grievance hearing is scheduled during non-working hours.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Except as expressly and specifically limited or restricted by a provision of this Agreement, the Town has and shall retain the full right of management and direction of its operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, initiate and discontinue programs, services and operations, in whole or in part; to determine the programs or services to be provided; to change the manner or method in which programs or services are provided; to change or to introduce new manners, methods or facilities to be utilized; to subcontract those programs or services or parts thereof that the Town deems advisable; to discharge or discipline employees for just cause; to determine the schedules and number of hours to be worked, provided, however, the Town shall not act in an arbitrary and capricious manner; to determine the workforce; to determine the number of employees it shall employ at any time; and the qualifications necessary for any of the jobs it may have or may create in the future; to assign work duties in accordance with the determinations of the needs of the jobs; and to transfer, assign or reassign employees as its programs or services may require. It is agreed that the enumeration of management's rights shall not be deemed to exclude other management rights not specifically enumerated.

5.2 Rules The Town shall have the right to make and enforce reasonable rules and regulations governing its services and programs, the manner and means of performing work, performance standards, attendance, and any other matter so long as said rules and regulations are not in conflict with the Agreement. The Town shall have the right from time to time to change, alter, amend and add to such rules. Such rules shall be enforced and be in effect upon being posted at the Town's facilities and a copy of such rules prior to posting shall be furnished to the Union.

5.2.1 The Union further agrees to assist the Town in upholding and in enforcing such rules and regulations.

ARTICLE 6

HOURS OF WORK

6.1 The full-time workweek shall be thirty-seven and one-half (37.5) hours within a seven (7) day

calendar work period, as scheduled by the management of the various departments. Irregular work schedules, due to seasonal requirements, shall be determined by the management of the various departments after having given due consideration to the convenience of the employee involved.

6.2 Flex-Hour Program for Non-Exempt Employees With the advance approval of the Town Manager/designee, and upon the written request of the employee, department managers may authorize members of the bargaining unit to participate in the Flex-Hour Program. Department managers may discontinue the Flex-Hour program for their departments for individual participants at any time if deemed in the best interests of the Department.

6.2.1 Departments participating in Flex-Hour must schedule employee arrivals and departures so that all departments/divisions will be opened and covered by adequate staffing from 8:30 a.m. to 5:00 p.m.

6.2.2 Participation in the Flex-Hour Program is strictly voluntary. All employees electing not to participate will be required to work from 8:30 a.m. to 5:00 p.m., Monday through Friday.

6.2.3 Core hours during which all employees must be scheduled to work are 9:30 a.m. to 4:00 p.m., Monday through Friday.

6.2.4 All full-time employees will work 37.5 hours per week. Employees shall take a one (1) hour lunch break each day, unless the employee requests and the department manager approves a one-half hour lunch break each day. A one-half hour lunch break may be revoked by the department manager at any time.

6.2.5 Lunch period may be taken between 11:30 a.m. and 2:30 p.m., except that lunch may be taken between 11:00 a.m. and 3:00 p.m. by employees of the Council on Aging.

6.2.6 Employee start times may be scheduled between 8:00 and 9:30 a.m. Employee quit times may be scheduled between 4:00 and 6:00 p.m. Employees may start work between 7:00 a.m. and 8:00 a.m. with written approval of the Town Manager upon written request from the department manager to the Director of Human Resources. Once a time is selected by an employee, it becomes a permanent schedule for that employee and part of the department's Flex-Hour schedule to ensure coverage.

6.2.7 Flex-Hour is not intended to permit employees to start and finish their work at varying times each day, or to take a different type of lunch period (i.e., one hour or one-half hour) each day. It permits employees to select the same, permanent working schedule for every day of the week.

6.2.8 Employees wishing to change their Flex-Hour schedule must request such change in writing from their department manager. Flex-Hour schedules may not be changed without written approval from the department manager, the Director of Human Resources and the Town Manager/designee.

6.2.9 The decision of a Town Manager to approve, deny, or revoke flextime hours shall not be grievable.

6.2.10 It is understood that employees in positions designated as exempt shall be provided reasonable flexibility with respect to work hours at the approval of the department manager.

6.3 Building Hours There may be occasions when the Town Manager determines to change the building hours of operation in one or more municipal buildings. The change in building hours of operation may result in a change to a member's regularly scheduled hours of work that will not prevent a member from working his/her regular weekly hours (e.g., 37.5 hours/wk., 30 hours/wk., 20 hours/week, etc.). Changes under this section will consist of the Monday through Friday schedule.

ARTICLE 7 **HOLIDAYS**

7.1 Full-time and regular part-time employees shall be granted the following eleven and one-half paid holidays each year if actively employed on the occurrence of each holiday:

| | |
|------------------------|---|
| New Year's Day | Labor Day |
| Martin Luther King Day | Columbus Day |
| Presidents' Day | Veterans' Day |
| Patriots' Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Half day the day before Christmas (half day shall mean 12:00 p.m. to 5:00 p.m. and there shall be no lunch period on that day.) |

7.2 Sunday holidays shall be celebrated on the following Monday. Saturday holidays shall be celebrated on the preceding Friday.

7.3 An employee who does not work on a holiday shall be eligible for payment for that day if the employee has worked the last regularly scheduled day prior to and the next regularly scheduled working day following said holiday; or the absence on either day has been excused by the supervisor; or the employee is on full pay status.

7.4 Non-exempt employees required by their department manager to work on a recognized holiday shall receive overtime pay at the rate of time and one half their regular straight-time pay for all hours worked on such holiday, in addition to payment for regularly scheduled hours for that day (holiday leave). At the discretion of the department manager, the employee may elect to earn compensatory time at the rate of time and one half in accordance with Article 7.2 of this Agreement.

7.5 Work Schedules Employees who work non-traditional schedules are entitled to either holiday leave in the amount of 1/5 of a regular work week during the week that the holiday occurs, or

payment of 1/5 of a week's pay during the week that the holiday occurs (1/10 of a week for the last working day before Christmas) at the discretion of the Town Manager.

ARTICLE 8
OVERTIME/COMPENSATORY TIME

8.1 Overtime The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the employee's department manager.

8.2 Compensatory Time At the discretion and prior approval of the department manager, and in accordance with the provisions of the United States Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible employees, in lieu of payment for approved overtime work. Earned and paid compensatory time shall be reported weekly to the Accounting Office. Payment for banked compensatory hours in lieu of time off from work will be paid at the employee's termination. Payment for banked compensatory hours in lieu of time off from work may be paid prior to termination only with advance approval of the Town Manager.

ARTICLE 9
JOB POSTING

9.1 Before the Town elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least five (5) working days. The posting of vacancies shall contain a statement of pay rates established for the position. Employees interested shall apply, in writing, during such five-day period, and before the position is awarded, all qualified employees of the department where the vacancy exists will be given first consideration. If there are two or more employees of approximately the same ability, length of service will be a final factor in the consideration. Any senior applicant not appointed may request a statement in writing of the reasons why he/she was not selected. If in the opinion of the department manager no employee applicant is qualified, the position shall be filled from outside the bargaining unit.

ARTICLE 10
EDUCATIONAL REIMBURSEMENT

10.1 An employee seeking educational reimbursement will present the course description to his/her department manager prior to registering for the course. The department manager will review the course description and make a determination relative to the job-relatedness of the course and forward his/her recommendation to the Director of Human Resources who will review and forward to the Town Manager with a recommendation. Once the Town Manager makes a determination, the employee and department manager will be notified of the determination. If the Town Manager approves the job-relatedness of the course, the employee may be reimbursed for books and tuition up

to \$500.00 per course per employee upon satisfactory completion of the course. An employee who seeks reimbursement under this section must obtain at least a B (or equivalent) grade, and submit a written request for payment along with a copy of the course description, transcript showing grade earned and proof of payment to his or her department manager. This documentation must accompany the completed reimbursement form.

10.2 Educational reimbursement shall be subject to sufficient departmental appropriation, and shall be limited to \$2,000 per employee per fiscal year. The \$2,000 per employee per fiscal year maximum may be increased for extenuating circumstances if requested in advance by the department manager and approved by the Town Manager.

10.3 The Town Manager will request an annual appropriation of \$2,000 for the purpose of funding educational reimbursement requests from employees whose departmental budgets cannot absorb the cost, and will promulgate reasonable regulations for use therefore.

ARTICLE 11 **VACATION**

11.1 Policy It is the policy of the Town of Needham to grant employees vacation leave for service performed for the Town. Employees are credited with earned vacation leave on a monthly basis, subject to a maximum vacation accrual cap. Every department manager shall annually develop a vacation schedule for all employees in the department who are or may become eligible to receive vacation leave. Vacation may be taken at any time, subject to the approval of the department manager.

11.2 Eligibility Full-time and regular part-time employees who have successfully completed the six (6) month probationary period shall be eligible for vacation leave under subsections 11.3 through 11.8 of this article. Upon written request, the Town Manager may waive the six (6) month probationary period for purposes of this section.

11.3 Accumulation

11.3.1 Use and Accumulation Employees shall be allowed to carry accumulated vacation leave from one fiscal year to the next in the amount of their allotment plus seventy-five (75) hours.

11.3.2 Employees will be credited with their earned vacation leave on or about the last day of each full calendar month of service, up to their maximum vacation accrual cap.

11.3.3 Employees who are on unpaid leave for more than five (5) days during a calendar month shall not receive credit for that month for the purposes of vacation accrual.

11.4 Accrual Rate

11.4.1 Accrual Rate Subject to the provision of this subsection and subsection 11.7.2, vacation leave will be granted as follows:

| Length of Continuous Service | Accrued Monthly | Maximum Annual Credits | Maximum Accrual Cap |
|------------------------------|-----------------|------------------------|---------------------|
| Less than 5 years | 6.25 hours | 10 days = 75 hours | 150 hours |
| 5 to 10 years | 9.38 hours | 15 days = 112.5 hours | 187.5 hours |
| 10 to 20 years | 12.5 hours | 20 days = 150 hours | 225 hours |
| Over 20 years | 15.63 hours | 25 days = 187.5 hours | 262.5 hours |

Employees may not accrue paid vacation time in excess of their annual accumulation plus ten (10) days (the maximum vacation accrual cap). Once an employee has reached his or her maximum vacation accrual cap, the employee shall cease to accrue vacation time. An employee will resume accrual of vacation under the above schedule when, and to the extent that, his or her total accumulated vacation time falls below his or her maximum vacation accrual cap.

11.4.2 Upon written request from the department manager and the Director of Human Resources, the Town Manager may approve an accelerated vacation accrual rate based on previous service in a similar position, in accordance with the Recruitment Policy (#107) and its revisions. Such credit may be granted in whole year increments up to, but not exceeding 9 years.

11.5 Transition Year Vacation leave accrual rates will be adjusted on the first day of the month in which an employee will be eligible for additional vacation leave. Employees are eligible for additional vacation leave on the 5th, 10th, or 20th anniversary of hire, subject to adjustment in accordance with Section 11.3.3 above.

11.6 Vacation Use

11.6.1 Vacation leave will be available for use on the first day of the month following the month that the vacation was earned and credited to the vacation bank.

11.6.2 A department manager may recommend and the Town Manager may approve a temporary increase in the maximum vacation accrual cap in extraordinary circumstances, when it would be impractical for the employee to take his or her vacation. Such situations shall include, but not be limited to, employee illness, staff turnover, or departmental workload. Any such increase is subject to a review in six (6) month increments, and may not exceed 75 hours.

11.6.3 Other Uses of Vacation Leave At the discretion of the department manager, an employee, whose absence from work due to illness is in excess of the amount of time available in the employee's non-occupational sick leave bank, may be permitted to charge such absence to unused vacation leave allowance earned.

11.6.4 Employees who are not able to take vacation due to departmental workload may convert a maximum of five days to non-occupational sick leave per fiscal year.

11.7 Termination

11.7.1 When an employee leaves Town service for any reason, he or she will be paid an amount equal to the vacation allowance accrued but unused prior to the termination, in lieu of vacation leave. The lump sum payment requirement may be waived by the Director of Human Resources in extenuating circumstances.

11.7.2 Members of the bargaining unit who leave Town service in good standing and who return to work within two years will be entitled to receive credit for prior service for the purpose of calculating continuous service for vacation accrual upon the approval of the Town Manager. The length of the absence shall not be included in the calculation of continuous service.

ARTICLE 12 AUTHORIZED UNPAID LEAVE OF ABSENCE

12.1 At the discretion of the department manager, regular full-time and regular part-time employees who have successfully completed the probationary period may be permitted an unpaid leave of absence of up to two weeks duration, upon submission of a written request therefore stating the reason and length of the requested leave. Upon written request, the Town Manager may waive the probationary period for the purposes of this section.

12.2 Requests for leave of absence of longer than two weeks duration must be submitted in writing to department manager and recommended to the Director of Human Resources and approved in advance by the Town Manager.

12.3 Employees granted leaves of absence of more than five days in a calendar month will not be eligible to earn vacation or sick leave credits for that calendar month. Employees granted leaves of absence of ten (10) or more days shall have longevity and eligibility dates adjusted by the number of days equal to the leave of absence.

ARTICLE 13 PERSONAL LEAVE

13.1 Two day's leave from work (previously known as personal and merit days) at regular straight-time pay for normally scheduled hours shall be granted every fiscal year to regular full-time and regular part-time employees, provided that such leave be requested to the department manager at least forty-eight (48) hours prior to the date selected. Personal leave is not cumulative and must be used in the fiscal year in which it is granted.

13.2 Newly hired employees shall be granted personal leave according to the following schedule:

| <u>First day of Employment</u> | <u>Personal Days</u> |
|--------------------------------|----------------------|
| July 1 - December 31 | 2 days |
| January 1 - June 30 | 1 day |

ARTICLE 14
CIVIC DUTY LEAVE

14.1 An employee summoned as a witness in court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with his/her department manager except that this section shall not apply to an employee who is also in the employ of any town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment. Full-time and regular part-time employees will be paid by the Town during the period required for court service for the difference between the amount paid them by the court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for the scheduled work time spent on approved civic duty leave.

14.2 Official summons to jury duty or witness appearance must be presented in advance to the appropriate department manager to receive authorized civic duty leave.

14.3 To qualify for payment hereunder, the employee must furnish the Town Accountant with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty leave who is discharged from court service for the day or a major portion thereof during regular work hours must report to work.

14.4 Absence due to authorized civic duty leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

14.5 Civic duty leave shall not be authorized for an employee who is involved in personal litigation.

ARTICLE 15
MILITARY LEAVE

15.1 **Reserve Service** A full-time or part-time employee who is a member of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders for a period not to exceed seventeen (17) days per calendar year; such leave to be with full regular straight-time pay for normally scheduled working hours.

15.2 **Draft Board Appearances and Physicals** Military leave of absence with full regular straight-time pay for normally scheduled work hours shall be granted to regular full-time or regular part-time employees on occasion of their required appearance under orders before armed forces draft boards or for physical examinations required by such boards.

15.3 Active Duty Military leave of absence without pay shall be granted to regular full-time and regular part-time employees called under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.

15.4 Notification and Approval Requirements Every employee desiring military leave as provided hereunder shall request it in writing in advance from the appropriate department manager, and such request shall provide written proof from military or selective service officials indicating the date of departure and length of service required.

ARTICLE 16 **MATERNITY, PARENTAL AND ADOPTIVE LEAVE**

16.1 Maternity Leave Incorporated herein by reference and considered an integral part thereof is the Town's Maternity Policy #306 and its revisions.

16.2 Adoptive Leave Incorporated herein by reference and considered an integral part thereof is the Town's Adoptive Leave Policy #307 and its revisions.

16.3 Parental Leave Incorporated herein by reference and considered an integral part thereof is the Town's Parental Leave Policy #308 and its revisions.

ARTICLE 17 **FAMILY LEAVE**

17.1 Incorporated herein by reference and considered an integral part thereof is the Town's FMLA Leave Policy #312 and its revisions.

17.2 Sick Leave and Vacation Leave Accrual

17.2.1 Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue non-occupational sick leave for that month.

17.2.2 Employees who are on an unpaid family leave for more than five days in a calendar month shall not accrue vacation credit for that month.

17.3 Longevity and Step Increases

17.3.1 Employees who are on an unpaid family leave for ten or more days shall have their longevity and satisfactory performance step date (if applicable) adjusted by the number of calendar days spent on said leave.

ARTICLE 18
BEREAVEMENT LEAVE

18.1 Bereavement leave without loss of regular straight-time pay for normally scheduled working hours, not to exceed five (5) business days beginning with the death or concluding two days after the funeral or other service, or other appropriate period approved by the Town Manager, shall be granted to any employee on account of a death in the immediate family of the employee; immediate family to include spouse, parents, parents of spouse, children, brothers, sisters, grandparents, and grandchildren of the employee. Bereavement leave of up to one day without loss of regular straight-time pay for normally scheduled working hours may be granted per occurrence for the death of an employee's niece, nephew, brother-in-law, sister-in-law, aunt or uncle.

ARTICLE 19
NON-OCCUPATIONAL SICK LEAVE

19.1 Eligibility Regular full-time and regular part-time employees shall be eligible for non-occupational sick leave as provided hereunder.

19.2 Accrual Regular full-time employees shall accrue one and one-quarter (1 1/4) days non-occupational sick leave and regular part-time employees shall accrue a proportionate part thereof in the ratio that their part-time employment bears to full-time employment, for each full calendar month of continuous employment per fiscal year. The aforementioned accruals shall be added to the employee's permanent record of available non-occupational sick leave and referred to as the "non-occupational sick leave balance" or "non-occupational sick leave balance."

19.3 Usage Sick leave may be used under the following circumstances:

19.3.1 When an employee cannot perform his/her duties because of incapacitation caused by personal illness or injury.

19.3.2 When an employee's immediate family member is ill. In this case, the employee may utilize sick leave balances up to a maximum of ten (10) days per fiscal year. For the purpose of this section, family member shall be defined as spouse, mother, father, child, or ward of the employee or his/her spouse.

19.3.3 When through exposure to contagious disease, the presence of the employee would jeopardize the health of others.

19.3.4 Non-occupational sick leave may be used for scheduled medical appointments for the treatment of existing conditions, diagnostic procedures or consultations, if such appointments cannot be reasonably scheduled outside normal working hours. Employees who schedule appointments for routine medical or dental examinations during work hours must use personal, vacation or compensatory time, except as stated in Section 19.3.5.

19.3.5 Preventive Leave One non-occupational sick leave balance (the equivalent of 7.5 hours) may be used each fiscal year for the purpose of preventive medical or dental appointments. The department manager may require the employee to submit medical documentation by a practicing physician to substantiate the use of sick leave balance for the purpose of preventive medical or dental appointments.

19.4 During each fiscal year, there shall be charged regularly to the employee's total non-occupational sick leave balance the total number of days or partial days absent from work because of non-occupational illness for which the employee was paid the regular straight-time pay for normally scheduled hours absent due to non-occupational sick leave.

19.5 Notification Non-occupational sick leave shall commence on the date that notification of the employee's sickness, injury or quarantining is given to the department manager by the employee him/herself, or the employee's family or physician in the case of an emergency. This notification shall be made each day the employee is absent.

19.6 Certification of Illness, Injury or Quarantine The department manager may investigate and ascertain the validity of any request for non-occupational sick leave made by an employee, and shall approve the same if satisfied as to the validity of the request. A physician's certificate may be required by the department manager or Town Manager in any case of when non-occupational sick leave is used, such a request shall not be unreasonably applied.

19.7 Extended Sick Leave

19.7.1 When a regular full-time or regular part-time employee has exhausted available non-occupational sick leave balances, extended sick leave with pay in excess of earned sick leave may be granted on an individual basis by the Town Manager for up to sixty (60) days per fiscal year, upon receipt of a written request for extended sick leave submitted by the employee's department manager, and upon receipt of written confirmation from a practicing physician that the employee is unable to report to work.

19.7.2 Requests for extended sick leave as provided herein shall not be submitted until the employee has used all available paid leave credit, including vacation leave, and personal leave, and compensatory time.

19.7.3 In determining whether to grant extended sick leave, the Town Manager shall take into account the employee's length of continuous employment, absence record, and performance appraisals. Granting of extended sick leave is subject to availability of appropriation and shall not be subject to the grievance and arbitration procedure.

19.7.4 Any employee granted extended sick leave as provided herein will not receive credit for such leave for the purpose of determining vacation or other leave eligibility, and the amount of time spent on extended sick leave shall not be included in computation of continuous service.

19.8 Non-occupational Sick Leave Buy-Back

19.8.1 Employees hired on or before June 30, 2007, who terminates employment with the Town by retirement or disability shall be entitled to a cash payment upon termination at the employee's current rate of pay for twenty-five percent (25%) of the non-occupational sick leave balance outstanding after proper adjustments are made for the current fiscal year. The spouse, duly designated beneficiary or legal representative of the estate of an employee whose employment with the Town is terminated by death, shall be entitled to cash payment at the employee's rate at the time of termination for twenty-five (25%) of the non-occupational sick leave balance outstanding at the time of termination after proper adjustments are made for the current fiscal year. Employees who are hired after July 1, 1994 shall be subject to a 960 hour cap on the number of sick days to be used in calculating the 25% sick leave buy-back at retirement. The 960 hour cap shall not be construed as limiting the accumulation of non-occupational sick leave. Employees hired on or after July 1, 2007 are ineligible for participation in the non-occupational sick leave buy back program provisions contained in this section.

19.8.2 Members of the bargaining unit with a minimum of 225 hours in their sick bank shall be eligible to convert non-occupational sick leave to vacation leave under the following circumstances:

| Sick Balance | Used in FY | Used in FY | Eligible to Convert to Vacation | Eligible to Convert to Vacation |
|--------------|-------------|------------|---------------------------------|---------------------------------|
| Hours | Hours | Days | Hours | Days |
| 225 | 0 - 15 | 0 - 2 | 22.5 | 3 |
| 225 | 15.1 - 30 | 2+ - 4 | 15 | 2 |
| 225 | 30.1 - 37.5 | 4+ - 5 | 7.5 | 1 |
| 225 | 37.6+ | 5+ | 0 | 0 |

Under extraordinary circumstances, such as severe illness or work-related injury, the Town Manager may approve the conversion of sick days if the employee would otherwise qualify but for the circumstances in question. Such approval will only be granted if the employee has at least 60 days (450 hours) in his/her non-occupational sick leave bank.

19.9 Payment of Non-occupational Sick Leave to Employees Receiving Workers' Compensation

Employees receiving workers' compensation may be granted sick leave pay from their available non-occupational sick leave balance in an amount that, when added to the workers' compensation payment will result in payment equal to their regular straight-time pay for normally scheduled work during the period of absence for a work-related injury.

19.10 Light Duty

19.10.1 If, after missing ten (10) consecutive work days due to a non-work-related illness or injury, an employee is unable to return to full duty status, the employee or his/her department manager may request that a Town-designated physician examine the employee to determine his or her fitness to perform light duty. Said examination shall be at the Town's expense. Before making a determination, the Town-designated physician shall consult with the employee's treating physician.

19.10.2 The Town shall provide both the Town-designated physician and the employee's treating physician with a detailed analysis of the physical requirements of the light duty tasks proposed. Both physicians shall be asked to make a determination of the fitness of said employee to perform the specific physical requirements of each light duty task. Each physician shall be asked to specify which, if any, light duty tasks the examined employee is not capable of performing. In the event that the physicians submit conflicting reports, the determination made by the employee's treating physician will be accepted.

19.10.3 In the event that an employee is assigned to light duty, such light duty shall not interfere with on-going medical treatment.

19.10.4 Light duty assignments shall be reviewed in increments of two (2) months.

19.10.5 Light duty tasks shall be determined by the Town Manager/designee after consultation with the department manager

19.10.6 The employee's rate of pay shall not be affected by light duty assignments less than two consecutive months in duration.

ARTICLE 20 WORKERS' COMPENSATION

20.1 When a member of the bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided workers' compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

20.2 The Town reserves the right to require the employee to seek initial medical treatment at a medical facility designated by the Town.

20.3 The Town reserves the right to establish an approved list of medical providers which shall be the only providers employees may use for work-related injuries. The approved network will be determined after consultation with the Union.

20.4 Leave and Benefit Accrual

20.4.1 Sick Leave/Vacation Employees who receive workers' compensation payment for more than ten (10) days in a calendar month shall not be entitled to accrue vacation or sick leave credits for that month.

20.4.2 Longevity/Continuous Service Employees who receive workers' compensation payment for 30 or more days in a fiscal year will have their longevity and eligibility date adjusted by the number of days spent on workers' compensation.

20.4.3 Employees who are on workers' compensation for an entire year will not be eligible for 2 personal days for that fiscal year.

20.4.4 An employee who would lose accumulated vacation credit because of workers' compensation status shall be allowed to carry forward all current accumulated vacation leave.

20.4.5 Members of the bargaining unit on long term workers' compensation status may be required to utilize accumulated leave time to make up the difference between the workers' compensation amount and the employees' regular base pay if the employee fails to make health insurance premium payment in a timely manner.

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURE

21.1 A grievance is a violation of the contract relating to wages, hours, terms and conditions of employment, which has not been resolved to the employee's satisfaction or through informal discussion with his or her immediate supervisor.

21.2 Any employee may use this grievance procedure with or without assistance but no grievance settlement made as a result of an individual processed grievance shall contravene any provision of this Agreement. The Union shall have the right to be present at any grievance meeting between the parties.

21.3 Grievances shall be processed as follows:

21.3.1 Grievances shall be designated as a Classification "A" grievance or Classification "B" grievance. A Classification "A" grievance is one involving the termination of an employee in the bargaining unit. All other grievances shall be designated as Classification "B" grievances.

Classification "A" and "B" grievances shall proceed through the grievance procedure as hereinafter set forth. Only Classification "A" grievances may be the subject of arbitration, as set forth below.

In all Classification "B" grievances, the decision of the JRC or the Personnel Board, as appropriate shall be final and binding upon the parties.

21.3.2 Step 1. The employee, with or without the representation, shall present the grievance in writing to the employee's department manager or his/her designee, within five (5) working days of the date of the grievance or the employee's first knowledge of its occurrence. The department manager or his/her designee shall attempt to adjust the matter and shall respond in writing to the employee within five (5) working days.

21.3.3 Step 2. If the grievance has not been settled at Step 1, it shall be presented to the Director of Human Resources in writing within three (3) working days after the supervisor's response is due. The Director of Human Resources shall respond to the employee or to the Union in writing within five (5) working days of his receipt of the grievance from the employee or the Union.

21.3.4 Step 3. If the grievant remains dissatisfied with the decision of the Director of Human Resources, (Step 2), the grievance may be presented to the Personnel Board in writing within five (5) working days after the response of the Director of Human Resources is due. If, after its own investigation, the Personnel Board disagrees with the decision of the Director of Human Resources, it will convene a meeting of the Joint Resolution Committee (JRC) within fourteen (14) working days after receipt by the Personnel Board of the grievance. The JRC will be comprised of two (2) members of the Personnel Board and the Town Manager. The JRC shall make its findings within fourteen (14) working days after being convened. Two affirmative votes of the JRC will be required to overturn the decision of the Director of Human Resources

21.4 If a Classification "A" grievance is still unsettled, the Union may, within fifteen (15) calendar days after the reply of the Personnel Board is due, by written notice to the other party, request arbitration.

21.5 The arbitrator shall be selected by mutual agreement of the parties hereto. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a list of arbitrators from which a selection shall be made in accordance with the applicable rules of the American Arbitration Association.

21.6 The arbitrator shall have the authority to settle only disputes defined herein. Any grievance appealed to an arbitrator over which he/she has no power to rule shall be referred back to the parties without a decision. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement or to take any action to prevent the Town and the Union from settling by mutual agreement prior to final decision, any grievance submitted to arbitration hereunder. The decision of the arbitrator shall be final and binding upon the parties. Expenses for the arbitrator's service shall be shared equally by the parties.

21.7 In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD, or any other federal, state or local agency having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes of action for such claim.

ARTICLE 22

COMPENSATION PLAN

22.1 Employees shall be classified and compensated in accordance with the terms of this Agreement. Incorporated into this Agreement and attached thereto as Appendix A and B are Classification and Pay Plans.

22.2 Satisfactory Performance Step Increases

22.2.1 Performance step increases occur when an employee meets all the criteria established through the annual performance evaluation as evidenced by a satisfactory performance review. Satisfactory performance step increases shall be granted on the anniversary of the date of hire or the adjusted step date. Progression through the pay ranges are neither mandatory nor automatic, but are on the basis of merit and ability as recommended by the employee's supervisor and approved by the Town Manager.

22.2.2 The date that satisfactory performance step raises are granted may be adjusted by events such as promotion, reclassification, and unpaid leave as indicated in this agreement.

22.2.3 On or around July 1 of each year the Human Resources Department will provide department managers with a report of employee performance review dates which are pending or past due.

22.2.4 The Town reserves the right to establish a uniform review date for all members of the Union through negotiations with the Union.

22.3 **Promotion** For the purposes of this section, a promotion shall be defined as a change from a position of lower classification and compensation grade to a position in the collective bargaining unit and with similar work, but with greater responsibilities and in a higher classification and compensation grade. Employees who are promoted to a position of higher grade shall enter the new position at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation range immediately above their rate prior to promotion, whichever is higher. The effective date of the promotion becomes the employee's new anniversary date for the purpose of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of promotion if warranted by the employee's qualifications and performance.

22.4 **Transfer** An employee who transfers to a position of equal grade shall enter the new position at the same step as his/her prior position, and shall retain the same step date for the purposes

of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of the transfer if warranted by the employee's qualifications and past performance. If one or more steps are granted by the Town Manager, the date of transfer shall become the employee's step date for the purposes of future satisfactory performance step increases.

22.5 Reclassification For the purposes of this section, a reclassification shall be defined as a change in the title or compensation level resulting from the change in duties of the incumbent. When any position is reclassified within the Compensation Schedules, the incumbent in that position at the time of reclassification shall be paid at the minimum rate of the higher position's compensation range or the step rate in the higher position's compensation immediately above their rate prior to reclassification, whichever is higher. The effective date of the reclassification becomes the employee's new anniversary date for the purposes of future satisfactory performance step increases. Upon department manager recommendation, the Town Manager may approve an additional increase of one or more steps at the time of reclassification if warranted by the employee's qualifications and performance.

22.6 In the event an employee is demoted to a lower grade he or she will receive the maximum rate of the lower grade or his/her own rate at the time of demotion, whichever is less.

22.7 Newly hired employees will begin employment at Step 1 unless otherwise approved by the Town Manager whose decision shall not be grievable. The Town Manager may adjust the starting rate of compensation for any position up to two (2) compensation grades, where such adjustment is deemed necessary to recruit and retain qualified employees in accordance with prevailing market conditions, or where such position requires unique technical skills not adequately provided for by the minimum entrance rate.

22.8 Merit

22.8.1 Merit Step Increase At the written request of the department manager, the Town Manager may grant an additional step or steps at the conclusion of the probationary period or at the time of the annual performance review if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. The date of the additional step or steps shall become the employee's anniversary date for the purposes of future satisfactory performance step increases.

22.8.2 Merit Bonus At the written request of the department manager, or three Town employees, the Town Manager may grant a one-time Merit Bonus in an amount not to exceed \$1,800 per fiscal year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department.

22.8.3 Merit Raise At the written request of the department manager, or three Town employees, the Town Manager may grant a merit raise in an amount not to exceed 3% of base pay in any one year if the employee has demonstrated exceptional performance in accordance with regulations promulgated by the Human Resources Department. Approved

merit raises shall be granted to employees who have been at maximum step for at least one year. No employee shall be granted a merit raise in excess of the merit step set forth in the compensation plan, such step to be 10% of the maximum step in the applicable pay grade.

22.8.4 All of the provisions listed above shall be subject to sufficient appropriation. If the Town Manager approves a request in accordance with this article and funding is not sufficient in whole or in part in the department's salary line item, the Town Manager will recommend at a Special Town Meeting a transfer of funds from another one of the department's line items or another department's line item, to fund such merit payment.

22.8.5 Upon request, the Human Resources Department will provide the ITWA President or his or her designee with a report of merit bonuses and raises granted in accordance with this section.

22.9 401A Retirement Plan Effective January 1, 2009, the Town will contribute up to \$500 annually in a two for one match (e.g. for every \$2 contributed by the employee, the Town will contribute \$1 to a 401A Deferred Compensation Plan.) Effective January 1, 2013, the Town will contribute up to \$1,000 annually in a two for one match to a 401A Deferred Compensation Plan.

ARTICLE 23 **LONGEVITY**

23.1 There shall be added to the annual compensation of each regular full-time and regular part-time employee hired prior to July 1, 2005 the sum of two hundred dollars (\$200.00) after the completion of each and every five years of continuous employment. For regular part-time employees hired after July 1, 2000 and prior to July 1, 2005, any longevity payments granted under the terms of this policy will be pro-rated on the basis that their part-time services bears to full-time service.

23.2 Employees completing twenty (20) years of continuous employment as of June 30, 2005 are considered "grandfathered" and shall receive one percent (1%) of base salary for each and every five (5) years of employment in lieu of the two-hundred dollars (\$200) set forth in section 23.1.

23.3 Longevity Payment

23.3.1 Eligible employees will be granted a longevity payment in a lump sum on the anniversary date of employment or eligibility, subject to adjustment for unpaid leaves of absence or in accordance with applicable provisions of the Agreement.

23.3.2 Interruption of employment for the purpose of performing military service under orders shall not be deemed a break in continuous employment with the Town for the purpose of determining longevity eligibility, provided that no employment other than military service under orders is entered into during the period of interruption, and that the employee returns to Town service within thirty (30) days after honorable discharge from active military service, or immediately upon release from reserve duty.

ARTICLE 24
PERFORMANCE EVALUATION

24.1 An annual evaluation of the performance of every employee in the Union shall be made on such form and at such time as the Town Manager may require. Annual evaluations shall be included in the centralized personnel file.

ARTICLE 25
PAYMENT FOR ABSENCE DUE TO WEATHER OR EMERGENCY

25.1 Only employees who report to work for their scheduled hours during inclement weather or other emergency shall be paid, except as provided by Section 25.2.

25.2 In cases where the determination to close or delay the opening of a municipal building (non-school building) during inclement weather or other emergency has been made by the Town Manager or her/his designee, employees who report to work and are dismissed, or who are notified prior to reporting to work, due to weather conditions or other emergency, will receive regular pay for their normally scheduled work hours for which the building was closed.

25.3 Any non-exempt employee who is required by his/her department manager to remain at work after the decision has been made to close ~~the~~ all municipal (non-school) buildings shall receive payment of time and one half his/her regular rate of pay for those hours worked.

ARTICLE 26
SEPARABILITY AND SUBORDINATION TO EXISTING LAW

26.1 Should any of the provisions of this Agreement become invalid or should their efficacy become doubtful or questionable because of existing Federal or State Legislation, a Town Charter, or regulation, a decision by a court of competent jurisdiction; the remainder of this Agreement shall not be affected thereby.

26.2 In the event that this Agreement or any part or provision thereof conflicts with any State or Federal law, this Agreement or any such part or provision thereof shall be subordinate to any such State or Federal Law, as long as such conflict remains.

Nothing in this Agreement shall diminish the authority and power of any Retirement Board or Personnel Board established by law.

ARTICLE 27
CAFETERIA PLAN

27.1 **Cafeteria Plan** The Town shall institute a so called "cafeteria plan" in compliance with state law and the Internal Revenue Code. Members of the bargaining unit will not be required to pay the administrative fee for participation in the Cafeteria Plan effective January 1, 2012. The Town, at its sole option, may terminate said cafeteria plan on a Town-wide basis, with 60 days' notice.

ARTICLE 28
MISCELLANEOUS PROVISIONS

28.1 Bulletin Board The Union and the Town Manager will agree on the locations of bulletin boards for the purpose of the Union's posting pre-approved information for its members. All postings must be submitted to the Director of Human Resources and approved by the Town Manager in advance of posting.

28.2 Probationary Period

28.2.1 All newly hired employees shall be required to serve a six (6) month probationary period. Prior to the conclusion of the probationary period, each employee's performance will be evaluated on such form as the Town Manager may require, for inclusion in the central personnel file.

28.2.2 Upon receipt of a written request from the department manager, the Town Manager may extend the probationary period up to an additional six months if the initial evaluation of the probationary employee is unsatisfactory. A second probationary evaluation will then be required prior to the expiration of the extended probationary period.

28.2.3 Employment may be terminated at any time during the probationary period. Employees shall not be entitled to utilize the grievance procedure outlined in Article 18 herein during the probationary period.

28.3 Non-Discrimination Neither party will discriminate against any employee or applicant for employment by reason of his or her race, sex, age, color, religion, national origin, sexual orientation, or disability.

28.4 Clothing

28.4.1 The Environmental Health Agent in the Health Department will be eligible for reimbursement for work boots and/or other suitable work clothes in an amount not to exceed \$100 per fiscal year. The final decision as to what articles of clothing may be purchased will be made by the department manager.

28.4.2 Boots or other suitable work clothes that are rendered unfit in the line of duty may be replaced prior to normal replacement time with the approval of the Town Manager, subject to adequate appropriation.

28.5 Town Vehicle Use Incorporated herein by reference and considered an integral part thereof is the Town of Needham Municipal Vehicle Use Policy, Policy # 509; dated March 11, 1997; as updated October, 2013.

28.6 Employee Assistance Program (EAP) The Union agrees to and supports efforts To utilize the Town's Employee Assistance Program as a means to resolve issues in the workplace. It is the parties' expectation that the EAP will be used as a resource to assist employees in need.

28.7 Workplace Violence Policy The Union agrees to implement and incorporate by reference the Needham Workplace Violence Policy, Policy # 426, dated March 19, 2003.

28.8 Recall.

28.8.1 In the event of a layoff within the Union, the Town will maintain a recall list for up to one (1) year from the effective date of the layoff. In the event the position is re-instated, members of the bargaining unit laid off shall be recalled into the same position.

28.8.2 Employees who are serving during a probationary period when a layoff occurs will not be eligible for the recall list.

28.8.3 In the event of a recall, leaves and other benefits will be adjusted for employees recalled based on the period of the layoff.

28.9 Health Insurance

28.9.1 All members of the bargaining unit who are enrolled in a Town-sponsored HMO/EPO plan will be required to participate in the so-called Rate Saver plans effective January 1, 2012 under the following conditions:

a. Traditional HMO/EPO plans will no longer be available for participation by members of the bargaining unit.

b. The Town will provide a Health Reimbursement Arrangement (HRA) Program in fiscal years 2012, 2013 and 2014 in an amount not to exceed \$36,000 for the three year period. The HRA program will expire on June 30, 2014, or sooner if the \$36,000 allocation is exhausted.

c. Members of the Union will be eligible for reimbursement for qualified expenses consisting of office visits/primary care office visits/specialist, emergency room visits, in-patient hospitalization, same day surgery, diagnostic imaging, prescription drugs/retail and prescription drugs/mail order. Employees will be eligible for reimbursement only for the difference between their current co-payment and the co-payment of the Rate Saver plan.

d. Members of the Union will be eligible for reimbursement for qualified expenses at the following thresholds:

| | |
|------------------|--|
| Individual Plan: | Expenses incurred from \$351 up to \$2,000 |
| Family Plan: | Expenses incurred from \$1,051 up to \$4,000 |

e. The Town will not be obligated to pay more than \$36,000 for the HRA program. In

the event that expenses in the first or second year exceed the \$12,000 per year target, the Town and the Union will meet to determine legal options for continuing the program.

28.10 Direct Deposit The Town is authorized to require that all bargaining unit members participate in a mandatory direct deposit program.

28.11 Labor-Management Committee The Town and the Union shall establish a Labor-Management Committee to discuss the current performance evaluation process, the creation of a sick time donation bank, and other items agreed upon by the parties, and to make recommendations therefore to the Town Manager. The Committee shall consist of three members appointed by the Town Manager and three members appointed by the Union.

28.12 Professional Licensure For positions requiring professional licensure, the Town will pay the fees associated with the renewal of said licenses.

ARTICLE 29 **ACTING PAY**

29.1 Employees shall be compensated for assuming, on a temporary basis, some or all of the duties of another position from which an incumbent is absent, when all of the following conditions have been met:

29.1.1 the employee is assigned by the department manager or Town Manager to perform a majority of the significant duties of a budgeted, higher paid position from which an incumbent is absent;

29.1.2 the duties of the higher paid position are assigned to, and performed by, the designated employee for fifteen (15) or more consecutive work days; and

29.1.3 the assignment is approved by the Town Manager.

29.2 Employees who perform the duties of a higher paid position under the above provision shall receive acting pay beginning on, or retroactive to, the first day of the assignment.

29.3 Employees shall be paid acting pay at the first step of the compensation grade of the position being filled, or that rate which is at least one step (3.6%) higher than the employee's current rate of pay, whichever is greater. In no case shall an employee receive a salary greater than the top step of the salary range of the higher classification.

29.4 Acting pay may not be requested by the department manager if the departmental budget has insufficient appropriation to meet the expense.

29.5 Acting pay may be requested by the department manager for absence due to termination or extended leave, whether paid or unpaid, if sufficient appropriation exists.

29.6 If insufficient appropriation exists, the department manager must either distribute the responsibilities evenly among several employees or assume the majority of the responsibilities him/her-self.

29.7 Acting pay shall not be authorized for employees in Grade TS5 and below to assume the responsibilities of vacant management-level positions. In exceptional circumstances, the Town Manager may authorize the payment of acting pay for employees in Grade TS5 and below.

29.8 Acting pay may be approved by the Town Manager for partial absences when the incumbent of the higher rated position is absent from his/her position for more than 50% of his/her regularly scheduled hours for more than fifteen (15) working days.

29.9 In the case of partial acting pay, the employee shall be compensated at the authorized higher rate only for that portion of the regularly scheduled hours that the incumbent of the higher paid position is absent.

29.10 Acting pay shall not apply to any paid leave taken or accrued during the assignment.

29.11 Any employee serving in an acting capacity under this section, and receiving acting pay, who is then promoted to the position in which he/she is acting in, will have his/her step date adjusted to the date he/she began receiving acting pay for the position. To qualify under this section, an individual will have to have been in the acting capacity and receiving acting pay for at least 30 calendar days. Employees promoted, transferred or reclassified in accordance with Section 22.3, 22.4, or 22.5 above the minimum step will not be eligible under this section.

ARTICLE 30 DURATION OF CONTRACT

This Agreement shall continue in full force and effect to midnight June 30, 2018 and shall be subject to renegotiation for the period beginning July 1, 2018, as hereinafter provided. Until such time as the Town and the Union renegotiate a mutually satisfactory contract, the terms of the within Agreement shall remain in full force and effect. Should either or both parties desire to negotiate a new collective agreement for the succeeding year, such party or parties shall, not less than 6 months prior to the expiration date of this Agreement, give notice in writing to the other party.

Upon receipt of such notice the parties shall make mutually satisfactory arrangements to engage in negotiations leading to a settlement of issues raised by such notice. Nothing in this Article shall preclude either the Town or the Union from modifying any proposals made during the course of the negotiations.

IN WITNESS WHEREOF, the Town has caused this instrument to be duly executed by its authorized designees and the Union has caused this instrument to be signed by its proper officers hereunto duly authorized, this 28th day of April, 2015.

Town of Needham

Kate Fitzpatrick
Kate Fitzpatrick
Town Manager

Date: 4-28-2015

Independent Town Workers' Association

Laura A. George
Deborah J. Anderson

[Signature]
[Signature]

Date: _____

Board of Selectmen

[Signature]
[Signature]

Date: 4/28/2015

Approved as to form:

[Signature]
David Tobin, Town Counsel

Date: 5/1/15

APPENDIX A
Needham Independent Town Workers' Association Classification Plan
ITWA/LIUNA Local 272

Only those positions budgeted for twenty (20) hours ore more per week for more than six (6) months are included in the bargaining unit as follows:

| CLASS TITLE | GRADE/SCHEDULE | FLSA exempt status |
|--|----------------|--------------------|
| Administrative Assistant | I-14 | non-exempt |
| Administrative Coordinator | I-15 | non-exempt |
| Administrative Specialist | I-15 | non-exempt |
| Applications Administrator | IE-20 | exempt |
| Computer Operator | I-15 | non-exempt |
| Conservation Specialist | I-17 | non-exempt |
| Department Assistant 1 | I-12 | non-exempt |
| Department Assistant 2 | I-13 | non-exempt |
| Department Specialist | I-14 | non-exempt |
| Environmental Health Agent | I-20 | non-exempt |
| Field Assessor | I-18 | non-exempt |
| Fire Director of Administrative Services | IE-20 | exempt |
| GIS/Database Administrator | IE-20 | exempt |
| Management Analyst | IE-20 | exempt |
| Network Manager | IE-23 | exempt |
| Payroll Coordinator | I-18 | non-exempt |
| Public Health Nurse | IE-20 | exempt |
| Recreation Supervisor | I-16 | non-exempt |
| Senior Administrative Coordinator | I-17 | non-exempt |
| Social Worker 1 | IE-18 | exempt |
| Social Worker 2 | IE-19 | exempt |
| Systems Analyst | IE-18 | exempt |
| Technology Support Technician | I-19 | non-exempt |

APPENDIX B
Needham Independent Town Workers' Association Compensation Plan
ITWA/LIUNA Local 272

| FY2015: restructured; addition of Step 10; FLSA non-exempt positions | | | | | | | | | | | |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| I-24 | \$35.34 | \$36.40 | \$37.49 | \$38.61 | \$39.77 | \$40.96 | \$42.19 | \$43.46 | \$44.76 | \$45.88 | |
| I-23 | \$34.63 | \$35.67 | \$36.74 | \$37.84 | \$38.98 | \$40.15 | \$41.35 | \$42.59 | \$43.87 | \$44.97 | |
| I-22 | \$32.35 | \$33.32 | \$34.31 | \$35.34 | \$36.40 | \$37.50 | \$38.62 | \$39.78 | \$40.97 | \$42.00 | |
| I-21 | \$30.21 | \$31.12 | \$32.05 | \$33.02 | \$34.01 | \$35.03 | \$36.08 | \$37.16 | \$38.28 | \$39.23 | |
| I-20 | \$28.17 | \$29.02 | \$29.89 | \$30.78 | \$31.71 | \$32.66 | \$33.64 | \$34.65 | \$35.69 | \$36.58 | |
| I-19 | \$25.66 | \$26.43 | \$27.22 | \$28.04 | \$28.88 | \$29.75 | \$30.64 | \$31.56 | \$32.51 | \$33.32 | |
| I-18 | \$23.37 | \$24.07 | \$24.80 | \$25.54 | \$26.31 | \$27.10 | \$27.91 | \$28.75 | \$29.61 | \$30.35 | |
| I-17 | \$22.66 | \$23.34 | \$24.04 | \$24.77 | \$25.51 | \$26.27 | \$27.06 | \$27.87 | \$28.71 | \$29.43 | |
| I-16 | \$22.01 | \$22.67 | \$23.35 | \$24.05 | \$24.77 | \$25.52 | \$26.28 | \$27.07 | \$27.88 | \$28.58 | |
| I-15 | \$20.73 | \$21.35 | \$21.99 | \$22.65 | \$23.33 | \$24.03 | \$24.75 | \$25.50 | \$26.26 | \$26.92 | |
| I-14 | \$18.89 | \$19.45 | \$20.04 | \$20.64 | \$21.26 | \$21.89 | \$22.55 | \$23.23 | \$23.92 | \$24.52 | |
| I-13 | \$17.38 | \$17.91 | \$18.44 | \$19.00 | \$19.57 | \$20.15 | \$20.76 | \$21.38 | \$22.02 | \$22.57 | |
| I-12 | \$15.86 | \$16.34 | \$16.83 | \$17.33 | \$17.85 | \$18.39 | \$18.94 | \$19.51 | \$20.09 | \$20.60 | |
| I-11 | \$14.75 | \$15.19 | \$15.65 | \$16.12 | \$16.60 | \$17.10 | \$17.61 | \$18.14 | \$18.69 | \$19.15 | |

| FY2015: restructured; addition of Step 10; FLSA exempt positions | | | | | | | | | | | |
|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| IE-24 | \$68,913.00 | \$70,980.00 | \$73,105.50 | \$75,289.50 | \$77,551.50 | \$79,872.00 | \$82,270.50 | \$84,747.00 | \$87,282.00 | \$89,466.00 | |
| IE-23 | \$67,528.50 | \$69,556.50 | \$71,643.00 | \$73,788.00 | \$76,011.00 | \$78,292.50 | \$80,632.50 | \$83,050.50 | \$85,546.50 | \$87,691.50 | |
| IE-22 | \$63,082.50 | \$64,974.00 | \$66,904.50 | \$68,913.00 | \$70,980.00 | \$73,125.00 | \$75,309.00 | \$77,571.00 | \$79,891.50 | \$81,900.00 | |
| IE-21 | \$58,909.50 | \$60,684.00 | \$62,497.50 | \$64,389.00 | \$66,319.50 | \$68,308.50 | \$70,356.00 | \$72,462.00 | \$74,646.00 | \$76,498.50 | |
| IE-20 | \$54,931.50 | \$56,589.00 | \$58,285.50 | \$60,021.00 | \$61,834.50 | \$63,687.00 | \$65,598.00 | \$67,567.50 | \$69,595.50 | \$71,331.00 | |
| IE-19 | \$50,037.00 | \$51,538.50 | \$53,079.00 | \$54,678.00 | \$56,316.00 | \$58,012.50 | \$59,748.00 | \$61,542.00 | \$63,394.50 | \$64,974.00 | |
| IE-18 | \$45,571.50 | \$46,936.50 | \$48,360.00 | \$49,803.00 | \$51,304.50 | \$52,845.00 | \$54,424.50 | \$56,062.50 | \$57,739.50 | \$59,182.50 | |
| IE-17 | \$44,187.00 | \$45,513.00 | \$46,878.00 | \$48,301.50 | \$49,744.50 | \$51,226.50 | \$52,767.00 | \$54,346.50 | \$55,984.50 | \$57,388.50 | |
| IE-16 | \$42,919.50 | \$44,206.50 | \$45,532.50 | \$46,897.50 | \$48,301.50 | \$49,764.00 | \$51,246.00 | \$52,786.50 | \$54,366.00 | \$55,731.00 | |
| IE-15 | \$40,423.50 | \$41,632.50 | \$42,880.50 | \$44,167.50 | \$45,493.50 | \$46,858.50 | \$48,262.50 | \$49,725.00 | \$51,207.00 | \$52,494.00 | |
| IE-14 | \$36,835.50 | \$37,927.50 | \$39,078.00 | \$40,248.00 | \$41,457.00 | \$42,685.50 | \$43,972.50 | \$45,298.50 | \$46,644.00 | \$47,814.00 | |
| IE-13 | \$33,891.00 | \$34,924.50 | \$35,958.00 | \$37,050.00 | \$38,161.50 | \$39,292.50 | \$40,482.00 | \$41,691.00 | \$42,939.00 | \$44,011.50 | |
| IE-12 | \$30,927.00 | \$31,863.00 | \$32,818.50 | \$33,793.50 | \$34,807.50 | \$35,860.50 | \$36,933.00 | \$38,044.50 | \$39,175.50 | \$40,170.00 | |
| IE-11 | \$28,762.50 | \$29,620.50 | \$30,517.50 | \$31,434.00 | \$32,370.00 | \$33,345.00 | \$34,339.50 | \$35,373.00 | \$36,445.50 | \$37,342.50 | |

FY2016: 2.5% elimination of Step 1; addition of Step 11; FLSA non-exempt positions

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| I -24 | | \$37.31 | \$38.43 | \$39.58 | \$40.76 | \$41.98 | \$43.24 | \$44.55 | \$45.88 | \$47.03 | \$48.20 |
| I -23 | | \$36.56 | \$37.66 | \$38.79 | \$39.95 | \$41.15 | \$42.38 | \$43.65 | \$44.97 | \$46.09 | \$47.25 |
| I -22 | | \$34.15 | \$35.17 | \$36.22 | \$37.31 | \$38.44 | \$39.59 | \$40.77 | \$41.99 | \$43.05 | \$44.13 |
| I -21 | | \$31.90 | \$32.85 | \$33.85 | \$34.86 | \$35.91 | \$36.98 | \$38.09 | \$39.24 | \$40.21 | \$41.22 |
| I -20 | | \$29.75 | \$30.64 | \$31.55 | \$32.50 | \$33.48 | \$34.48 | \$35.52 | \$36.58 | \$37.49 | \$38.43 |
| I -19 | | \$27.09 | \$27.90 | \$28.74 | \$29.60 | \$30.49 | \$31.41 | \$32.35 | \$33.32 | \$34.15 | \$35.01 |
| I -18 | | \$24.67 | \$25.42 | \$26.18 | \$26.97 | \$27.78 | \$28.61 | \$29.47 | \$30.35 | \$31.11 | \$31.89 |
| I -17 | | \$23.92 | \$24.64 | \$25.39 | \$26.15 | \$26.93 | \$27.74 | \$28.57 | \$29.43 | \$30.17 | \$30.92 |
| I -16 | | \$23.24 | \$23.93 | \$24.65 | \$25.39 | \$26.16 | \$26.94 | \$27.75 | \$28.58 | \$29.29 | \$30.03 |
| I -15 | | \$21.88 | \$22.54 | \$23.22 | \$23.91 | \$24.63 | \$25.37 | \$26.14 | \$26.92 | \$27.59 | \$28.28 |
| I -14 | | \$19.94 | \$20.54 | \$21.16 | \$21.79 | \$22.44 | \$23.11 | \$23.81 | \$24.52 | \$25.13 | \$25.76 |
| I -13 | | \$18.36 | \$18.90 | \$19.48 | \$20.06 | \$20.65 | \$21.28 | \$21.91 | \$22.57 | \$23.13 | \$23.71 |
| I -12 | | \$16.75 | \$17.25 | \$17.76 | \$18.30 | \$18.85 | \$19.41 | \$20.00 | \$20.59 | \$21.12 | \$21.64 |
| I -11 | | \$15.57 | \$16.04 | \$16.52 | \$17.02 | \$17.53 | \$18.05 | \$18.59 | \$19.16 | \$19.63 | \$20.12 |

FY2016: 2.5% elimination of Step 1; addition of Step 11; FLSA exempt positions

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|--------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| IE -24 | | \$72,754.50 | \$74,938.50 | \$77,181.00 | \$79,482.00 | \$81,861.00 | \$84,318.00 | \$86,872.50 | \$89,466.00 | \$91,708.50 | \$93,990.00 |
| IE -23 | | \$71,292.00 | \$73,437.00 | \$75,640.50 | \$77,902.50 | \$80,242.50 | \$82,641.00 | \$85,117.50 | \$87,691.50 | \$89,875.50 | \$92,137.50 |
| IE -22 | | \$66,592.50 | \$68,581.50 | \$70,629.00 | \$72,754.50 | \$74,958.00 | \$77,200.50 | \$79,501.50 | \$81,880.50 | \$83,947.50 | \$86,053.50 |
| IE -21 | | \$62,205.00 | \$64,057.50 | \$66,007.50 | \$67,977.00 | \$70,024.50 | \$72,111.00 | \$74,275.50 | \$76,518.00 | \$78,409.50 | \$80,379.00 |
| IE -20 | | \$58,012.50 | \$59,748.00 | \$61,522.50 | \$63,375.00 | \$65,286.00 | \$67,236.00 | \$69,264.00 | \$71,331.00 | \$73,105.50 | \$74,938.50 |
| IE -19 | | \$52,825.50 | \$54,405.00 | \$56,043.00 | \$57,720.00 | \$59,455.50 | \$61,249.50 | \$63,082.50 | \$64,974.00 | \$66,592.50 | \$68,269.50 |
| IE -18 | | \$48,106.50 | \$49,569.00 | \$51,051.00 | \$52,591.50 | \$54,171.00 | \$55,789.50 | \$57,466.50 | \$59,182.50 | \$60,664.50 | \$62,185.50 |
| IE -17 | | \$46,644.00 | \$48,048.00 | \$49,510.50 | \$50,992.50 | \$52,513.50 | \$54,093.00 | \$55,711.50 | \$57,388.50 | \$58,831.50 | \$60,294.00 |
| IE -16 | | \$45,318.00 | \$46,663.50 | \$48,067.50 | \$49,510.50 | \$51,012.00 | \$52,533.00 | \$54,112.50 | \$55,731.00 | \$57,115.50 | \$58,558.50 |
| IE -15 | | \$42,666.00 | \$43,953.00 | \$45,279.00 | \$46,624.50 | \$48,028.50 | \$49,471.50 | \$50,973.00 | \$52,494.00 | \$53,800.50 | \$55,146.00 |
| IE -14 | | \$38,883.00 | \$40,053.00 | \$41,262.00 | \$42,490.50 | \$43,758.00 | \$45,064.50 | \$46,429.50 | \$47,814.00 | \$49,003.50 | \$50,232.00 |
| IE -13 | | \$35,802.00 | \$36,855.00 | \$37,986.00 | \$39,117.00 | \$40,267.50 | \$41,496.00 | \$42,724.50 | \$44,011.50 | \$45,103.50 | \$46,234.50 |
| IE -12 | | \$32,662.50 | \$33,637.50 | \$34,632.00 | \$35,685.00 | \$36,757.50 | \$37,849.50 | \$39,000.00 | \$40,150.50 | \$41,184.00 | \$42,198.00 |
| IE -11 | | \$30,361.50 | \$31,278.00 | \$32,214.00 | \$33,189.00 | \$34,183.50 | \$35,197.50 | \$36,250.50 | \$37,362.00 | \$38,278.50 | \$39,234.00 |

FY2017: 2.5%: elimination of Step 2; FLSA non-exempt positions

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|-------|---|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| I -24 | | | \$39.39 | \$40.57 | \$41.78 | \$43.03 | \$44.32 | \$45.66 | \$47.03 | \$48.21 | \$49.41 |
| I -23 | | | \$38.60 | \$39.76 | \$40.95 | \$42.18 | \$43.44 | \$44.74 | \$46.09 | \$47.24 | \$48.43 |
| I -22 | | | \$36.05 | \$37.13 | \$38.24 | \$39.40 | \$40.58 | \$41.79 | \$43.04 | \$44.13 | \$45.23 |
| I -21 | | | \$33.67 | \$34.70 | \$35.73 | \$36.81 | \$37.90 | \$39.04 | \$40.22 | \$41.22 | \$42.25 |
| I -20 | | | \$31.41 | \$32.34 | \$33.31 | \$34.32 | \$35.34 | \$36.41 | \$37.49 | \$38.43 | \$39.39 |
| I -19 | | | \$28.60 | \$29.46 | \$30.34 | \$31.25 | \$32.20 | \$33.16 | \$34.15 | \$35.00 | \$35.89 |
| I -18 | | | \$26.06 | \$26.83 | \$27.64 | \$28.47 | \$29.33 | \$30.21 | \$31.11 | \$31.89 | \$32.69 |
| I -17 | | | \$25.26 | \$26.02 | \$26.80 | \$27.60 | \$28.43 | \$29.28 | \$30.17 | \$30.92 | \$31.69 |
| I -16 | | | \$24.53 | \$25.27 | \$26.02 | \$26.81 | \$27.61 | \$28.44 | \$29.29 | \$30.02 | \$30.78 |
| I -15 | | | \$23.10 | \$23.80 | \$24.51 | \$25.25 | \$26.00 | \$26.79 | \$27.59 | \$28.28 | \$28.99 |
| I -14 | | | \$21.05 | \$21.69 | \$22.33 | \$23.00 | \$23.69 | \$24.41 | \$25.13 | \$25.76 | \$26.40 |
| I -13 | | | \$19.37 | \$19.97 | \$20.56 | \$21.17 | \$21.81 | \$22.46 | \$23.13 | \$23.71 | \$24.30 |
| I -12 | | | \$17.68 | \$18.20 | \$18.76 | \$19.32 | \$19.90 | \$20.50 | \$21.10 | \$21.65 | \$22.18 |
| I -11 | | | \$16.44 | \$16.93 | \$17.45 | \$17.97 | \$18.50 | \$19.05 | \$19.64 | \$20.12 | \$20.62 |

FY2017: 2.5%: elimination of Step 2; FLSA exempt positions

| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
|--------|---|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| IE -24 | | | \$76,810.50 | \$79,111.50 | \$81,471.00 | \$83,908.50 | \$86,424.00 | \$89,037.00 | \$91,708.50 | \$94,009.50 | \$96,349.50 |
| IE -23 | | | \$75,270.00 | \$77,532.00 | \$79,852.50 | \$82,251.00 | \$84,708.00 | \$87,243.00 | \$89,875.50 | \$92,118.00 | \$94,438.50 |
| IE -22 | | | \$70,297.50 | \$72,403.50 | \$74,568.00 | \$76,830.00 | \$79,131.00 | \$81,490.50 | \$83,928.00 | \$86,053.50 | \$88,198.50 |
| IE -21 | | | \$65,656.50 | \$67,665.00 | \$69,673.50 | \$71,779.50 | \$73,905.00 | \$76,128.00 | \$78,429.00 | \$80,379.00 | \$82,387.50 |
| IE -20 | | | \$61,249.50 | \$63,063.00 | \$64,954.50 | \$66,924.00 | \$68,913.00 | \$70,999.50 | \$73,105.50 | \$74,938.50 | \$76,810.50 |
| IE -19 | | | \$55,770.00 | \$57,447.00 | \$59,163.00 | \$60,937.50 | \$62,790.00 | \$64,662.00 | \$66,592.50 | \$68,250.00 | \$69,985.50 |
| IE -18 | | | \$50,817.00 | \$52,318.50 | \$53,898.00 | \$55,516.50 | \$57,193.50 | \$58,909.50 | \$60,664.50 | \$62,185.50 | \$63,745.50 |
| IE -17 | | | \$49,257.00 | \$50,739.00 | \$52,260.00 | \$53,820.00 | \$55,438.50 | \$57,096.00 | \$58,831.50 | \$60,294.00 | \$61,795.50 |
| IE -16 | | | \$47,833.50 | \$49,276.50 | \$50,739.00 | \$52,279.50 | \$53,839.50 | \$55,458.00 | \$57,115.50 | \$58,539.00 | \$60,021.00 |
| IE -15 | | | \$45,045.00 | \$46,410.00 | \$47,794.50 | \$49,237.50 | \$50,700.00 | \$52,240.50 | \$53,800.50 | \$55,146.00 | \$56,530.50 |
| IE -14 | | | \$41,047.50 | \$42,295.50 | \$43,543.50 | \$44,850.00 | \$46,195.50 | \$47,599.50 | \$49,003.50 | \$50,232.00 | \$51,480.00 |
| IE -13 | | | \$37,771.50 | \$38,941.50 | \$40,092.00 | \$41,281.50 | \$42,529.50 | \$43,797.00 | \$45,103.50 | \$46,234.50 | \$47,385.00 |
| IE -12 | | | \$34,476.00 | \$35,490.00 | \$36,582.00 | \$37,674.00 | \$38,805.00 | \$39,975.00 | \$41,145.00 | \$42,217.50 | \$43,251.00 |
| IE -11 | | | \$32,058.00 | \$33,013.50 | \$34,027.50 | \$35,041.50 | \$36,075.00 | \$37,147.50 | \$38,298.00 | \$39,234.00 | \$40,209.00 |

| FY2018: 2.5% FLISA non-exempt positions | | | | | | | | | | | |
|---|---|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| I -24 | | | \$40.37 | \$41.58 | \$42.82 | \$44.11 | \$45.43 | \$46.80 | \$48.21 | \$49.42 | \$50.65 |
| I -23 | | | \$39.57 | \$40.75 | \$41.97 | \$43.23 | \$44.53 | \$45.86 | \$47.24 | \$48.42 | \$49.64 |
| I -22 | | | \$36.95 | \$38.06 | \$39.20 | \$40.39 | \$41.59 | \$42.83 | \$44.12 | \$45.23 | \$46.36 |
| I -21 | | | \$34.51 | \$35.57 | \$36.62 | \$37.73 | \$38.85 | \$40.02 | \$41.23 | \$42.25 | \$43.31 |
| I -20 | | | \$32.20 | \$33.15 | \$34.14 | \$35.18 | \$36.22 | \$37.32 | \$38.43 | \$39.39 | \$40.37 |
| I -19 | | | \$29.32 | \$30.20 | \$31.10 | \$32.03 | \$33.01 | \$33.99 | \$35.00 | \$35.88 | \$36.79 |
| I -18 | | | \$26.71 | \$27.50 | \$28.33 | \$29.18 | \$30.06 | \$30.97 | \$31.89 | \$32.69 | \$33.51 |
| I -17 | | | \$25.89 | \$26.67 | \$27.47 | \$28.29 | \$29.14 | \$30.01 | \$30.92 | \$31.69 | \$32.48 |
| I -16 | | | \$25.14 | \$25.90 | \$26.67 | \$27.48 | \$28.30 | \$29.15 | \$30.02 | \$30.77 | \$31.55 |
| I -15 | | | \$23.68 | \$24.40 | \$25.12 | \$25.88 | \$26.65 | \$27.46 | \$28.28 | \$28.99 | \$29.71 |
| I -14 | | | \$21.58 | \$22.23 | \$22.89 | \$23.58 | \$24.28 | \$25.02 | \$25.76 | \$26.40 | \$27.06 |
| I -13 | | | \$19.85 | \$20.47 | \$21.07 | \$21.70 | \$22.36 | \$23.02 | \$23.71 | \$24.30 | \$24.91 |
| I -12 | | | \$18.12 | \$18.66 | \$19.23 | \$19.80 | \$20.40 | \$21.01 | \$21.63 | \$22.19 | \$22.73 |
| I -11 | | | \$16.85 | \$17.35 | \$17.89 | \$18.42 | \$18.96 | \$19.53 | \$20.13 | \$20.62 | \$21.14 |

| FY2018: 2.5% FLISA exempt positions | | | | | | | | | | | |
|-------------------------------------|---|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Steps | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| IE -24 | | | \$78,721.50 | \$81,081.00 | \$83,499.00 | \$86,014.50 | \$88,588.50 | \$91,260.00 | \$94,009.50 | \$96,369.00 | \$98,767.50 |
| IE -23 | | | \$77,161.50 | \$79,462.50 | \$81,841.50 | \$84,298.50 | \$86,833.50 | \$89,427.00 | \$92,118.00 | \$94,419.00 | \$96,798.00 |
| IE -22 | | | \$72,052.50 | \$74,217.00 | \$76,440.00 | \$78,760.50 | \$81,100.50 | \$83,518.50 | \$86,034.00 | \$88,198.50 | \$90,402.00 |
| IE -21 | | | \$67,294.50 | \$69,361.50 | \$71,409.00 | \$73,573.50 | \$75,757.50 | \$78,039.00 | \$80,398.50 | \$82,387.50 | \$84,454.50 |
| IE -20 | | | \$62,790.00 | \$64,642.50 | \$66,573.00 | \$68,601.00 | \$70,629.00 | \$72,774.00 | \$74,938.50 | \$76,810.50 | \$78,721.50 |
| IE -19 | | | \$57,174.00 | \$58,890.00 | \$60,645.00 | \$62,458.50 | \$64,369.50 | \$66,280.50 | \$68,250.00 | \$69,966.00 | \$71,740.50 |
| IE -18 | | | \$52,084.50 | \$53,625.00 | \$55,243.50 | \$56,901.00 | \$58,617.00 | \$60,391.50 | \$62,185.50 | \$63,745.50 | \$65,344.50 |
| IE -17 | | | \$50,485.50 | \$52,006.50 | \$53,566.50 | \$55,165.50 | \$56,823.00 | \$58,519.50 | \$60,294.00 | \$61,795.50 | \$63,336.00 |
| IE -16 | | | \$49,023.00 | \$50,505.00 | \$52,006.50 | \$53,586.00 | \$55,185.00 | \$56,842.50 | \$58,539.00 | \$60,001.50 | \$61,522.50 |
| IE -15 | | | \$46,176.00 | \$47,580.00 | \$48,984.00 | \$50,466.00 | \$51,967.50 | \$53,547.00 | \$55,146.00 | \$56,530.50 | \$57,934.50 |
| IE -14 | | | \$42,081.00 | \$43,348.50 | \$44,635.50 | \$45,981.00 | \$47,346.00 | \$48,789.00 | \$50,232.00 | \$51,480.00 | \$52,767.00 |
| IE -13 | | | \$38,707.50 | \$39,916.50 | \$41,086.50 | \$42,315.00 | \$43,602.00 | \$44,889.00 | \$46,234.50 | \$47,385.00 | \$48,574.50 |
| IE -12 | | | \$35,334.00 | \$36,387.00 | \$37,498.50 | \$38,610.00 | \$39,780.00 | \$40,969.50 | \$42,178.50 | \$43,270.50 | \$44,323.50 |
| IE -11 | | | \$32,857.50 | \$33,832.50 | \$34,885.50 | \$35,919.00 | \$36,972.00 | \$38,083.50 | \$39,253.50 | \$40,209.00 | \$41,223.00 |

