

CONTRACT BETWEEN TOWN OF
LAKEVILLE AND
MASSACHUSETTS LABORERS' DISTRICT
COUNCIL OF THE LABORERS'
INTERNATIONAL
UNION OF NORTH AMERICA AFL/CIO
EFFECTIVE JULY 1, 2023 TO JUNE 30, 2026

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ARTICLE 1 PREAMBLE **

AGREEMENT made this ___ day of February 2023, by and between the Town of Lakeville, Massachusetts, hereinafter called "The Town", and the Massachusetts Laborer's District Council of the Laborers' International Union of North America AFL/CIO, hereinafter called "Union", on behalf of employees in the Town of Lakeville, as contained in the certification of the Massachusetts Labor Relations Commission MCR- WMAM-12-1663, WMAM-12-1664, and WMAM-12-1662.

ARTICLE 2 RECOGNITION

2.1

The Town recognizes the Union as the exclusive collective bargaining agent, so certified by the Massachusetts Labor Relations Commission, WMAM-12-1663, WMAM-12-1664, and WMAM-12 1662.

2.2

The Town hereby recognizes the Union to be the exclusive representative of those employees of the Town comprising the certified bargaining units WMAM-12-1663, WMAM-12-1664, and WMAM-12-1662 for the purpose of collective bargaining with respect to wages, hours, and conditions of employment.

2.3

This Agreement shall apply to union employees of the Town of Lakeville as follows: Office clerical positions of Accounting Specialist, Administrative Assistant Town Accountant, Accounting Clerk, Executive Assistant to the Director of Inspectional Services and Permitting, Building Department Administrative Assistant, Building Department Clerk, Department of Inspectional Services and Permitting Clerk, Board of Health Administrative Assistant, Board of Health Clerk, Administrative Assistant to the COA Director, COA Clerk, Assessor's Office Clerk, Assessor's Field Clerk, Assessment Specialist, Treasurer/Collector Clerk and Payroll Clerk, Treasurer/Collector Clerk, Youth Services Librarian and Library Technical Assistant Clerks, DPW Landfill/Transfer Station Equipment Operator, Superintendent of Streets Clerk, DPW Highway Foreman, DPW Highway Heavy Equipment Operator/Truck Driver/Laborer, DPW Mechanic/Laborer, Groundskeeper/General Custodian and Maintenance Worker, Assistant Town Clerk, Assistant Treasurer/Collector and Principal Assessor Appraiser but excluding part time employee/positions of less than 20 hours, all other currently represented employees, all Human Resources employees/positions, all managerial and all confidential employees/positions as defined by law and all other employees/positions not herein recognized.

ARTICLE 3 MANAGEMENT RIGHTS

3.1

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Town are retained by and reserved exclusively to the Employer, including, but not limited to, the rights: To manage the affairs of the Town and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are scheduled and hours of work and the assignments of employees are to work; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain employees: to discipline, suspend, demote, and discharge employees for just cause; to relieve employees from duty because of lack of work or other Town Designated reasons.

3.2

The Management shall have the right to discipline, suspend and/or terminate an employee for just cause.

3.3

The Town shall establish such policies, procedures and regulations as it deems necessary for the administration of the Classification and Compensation Plan.

3.4

The Town shall maintain written descriptions of the jobs or positions in the Plan describing the essential characteristics and related requirements and general duties. The descriptions shall not be interpreted as complete or limiting definitions, and employees shall continue to perform like duties within their classification as assigned by the Department Heads.

3.5

The Town following its' procedures in the Classification Plan may establish the classification for a new position. The proper authority as designated in the Classification and Compensation Plan may also authorize the upgrading or transfer of any employee from one classification to another upon receipt of sufficient justification by the Department Head. Any such action shall be subject to the Department Head's written verification that sufficient funds are available to provide compensation for the new position or job change.

3.6

3.7

The Town following its' procedures in the Classification and Compensation plan may authorize an entrance to a higher rate than the minimum rate for a position, and such other variances in the plan as it may deem necessary for the proper functioning of the Town. No variance shall become effective unless, or until, the necessary funds have been appropriated.

ARTICLE 4 WAGES

4.1

Wages paid to employees in the classification covered by the Agreement shall be as summarized in

Appendix A.

4.2

The Classification and Compensation Plan (see attached Appendix "A") for the administration of personnel may be amended by the Town.

4.5

Effective July 1, 2023, all employees shall enroll in direct deposit.

ARTICLE 5 JOB DESCRIPTIONS AND CLASSIFICATIONS

5.1

All positions under the Plan shall have a job description.

5.2

All positions shall be graded for the purpose of proper and appropriate compensation, with the added counsel from Elected Officials or Department Heads. The basis for the grading process shall be the job description, considering the degree of difficulty, responsibility, required training, longevity and any other pertinent factors.

5.3

As the duties and responsibilities of a position may change, from time to time, Elected Officials or Department Heads must file amended job descriptions according to the terms of the Classification and Compensation Plan for review and consideration prior to reclassification.

ARTICLE 6 UNION BUSINESS

6.1

The Town will provide a bulletin board for the use of the Union for official notices and other non-controversial matters. All such notices must be approved by Town management prior to posting.

6.2

Union Activities: The Union Steward will conduct business during non-working hours. There shall be no solicitation of employees for Union membership or dues during working hours by the Union, its representatives, or by employees. No authorized Union activities will be carried on during working hours that will interfere with the normal operations of the town without prior approval from the Select Board or its designee. There will be no deduction of pay from grievant and/or Union Officers or Stewards when engaged in pre-scheduled and agreed upon joint meetings with management during working hours, the Union shall furnish the Select Board with a written list of its local officers and shop stewards, and shall, as soon as possible, notify them in writing of any changes therein. Only those Officers and Stewards shall be recognized by the Town for purposes of joint meetings, except that, at the Union's discretion, the Union may be represented by an International Officer and/or counsel.

6.3

Night shift personnel may, subject to operational, staffing and economic needs, as determined solely

by the Employer and not subject to arbitration, be allowed to attend, without pay, monthly union meetings subject to prior approval of the Department or Division Head. Such personnel shall be required to use a sign-in sheet, shall be subject to recall to duty, and shall not be entitled to overtime pay for attendance at such meetings.

ARTICLE 7 NO DISCRIMINATION

7.1

There shall be no discrimination by the Union or Employer against any employee because of race, creed, color, national origin, age or sex.

7.2

The Employer and the Union affirm their joint opposition to any discriminatory practices in collection with employment, promotion or training, recognizing that the public interest requires the full utilization of employee skill and ability without regard to consideration of race, creed, color, national original, age or sex.

ARTICLE 8 APPLICABLE LAW AND REGULATIONS

8.1

It is understood that the provisions of the Agreement shall be subordinate to any present or subsequent federal, state, or municipal law, bylaw or published regulation to the extent that any portion hereof is in conflict therewith and nothing herein shall require the Employer to do anything inconsistent with said law, bylaw, or published regulation under which it may, from time to time, operate or exist, nor anything inconsistent with the orders or published regulation of any competent government authority have jurisdiction to issue same. The administration of all matters covered by this Agreement is governed by the provisions of any existing or future laws, and the Agreement shall at all times be applied subject to such laws.

ARTICLE 9 SEVERABILITY

9.1

If any provision of this Agreement is held invalid, by a Court or administrative agency of competent jurisdiction, the remainder of this Agreement shall remain in force.

ARTICLE 10 NO STRIKE OR LOCKOUT

10.1

There shall be no strike or lockout during the term of this Agreement. The Union recognizes that it does not have the right to strike against the Town or to assist or participate in any such strike or impose a duty or obligation to conduct assist, or participate in any strike.

10.2

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding or services.

10.3

Should any employee or group of employees covered by this Agreement engage in any strike,

work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to induce such employee or group of employees to terminate the strike work stoppage, slowdown or withholding of services and to return to work forthwith and such employees will be subject to a termination from employment without recourse to the grievance and arbitration provisions of this agreement.

ARTICLE 11 EMPLOYEE DEFINITIONS

11.1

Regular Full-Time Employees: Any employee who is regularly scheduled by the Town to work thirty (30) or more hours per work week and whose employment is designated by the Town to continue for twelve (12) consecutive months or more. Such employee may be "exempt" or "nonexempt" as designated by the Town.

11.2

Regular Part-Time Employees: Any employee who is regularly scheduled by the Town to work a regular weekly schedule of no less than twenty (20) hours per week but less than 40 hours per week and whose employment is designated by the Town to continue for twelve (12) consecutive months or more. Such employee may be "exempt" or "nonexempt" as designated by the Town.

11.3

Occasional Part-Time or Temporary Employees: Any employee hired by the Town to work full-time or part-time with a Town designated specific assignment and time period. (Note that a temporary employee may be offered and may accept a new temporary assignment with the Town and thus still retain temporary status.) Such employee may be "exempt" or "nonexempt" as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the Town of Lakeville.) Occasional Part-Time or Temporary Employees are excluded from and not subject to coverage by the terms of this agreement.

11.4

Nonexempt Employees: Employees who are not exempt from federal and state minimum wage and overtime requirements, and who, therefore, are paid at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek.

11.5

Exempt Supervisory Employees-If employees working in positions listed as "exempt positions" in the personnel by-law work overtime (*beyond 40 hours in a week*), the employees involved will, within a thirty (30) day period, be compensated with either "comp time or pay" at straight time rates because they are and will be considered as "exempt employees" for purposes of this collective bargaining agreement.

ARTICLE 12 OVERTIME/COMPENSATORY TIME

12.1

All regular full-time employees as defined in Article 11 shall be entitled to overtime compensation if they work in excess of his/her regularly scheduled workday and work week. Compensation shall be at the rate of time and one/half Exempt bargaining unit employees will be compensated for time worked beyond forty (40) hours in a week as set forth in Section 11.5.

12.2

Overtime shall be impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their work week. All scheduled overtime shall be rotated between qualified personnel at the discretion of the Supervisor.

12.3

Compensatory time may be granted to all nonexempt employees for overtime worked as long as the employee agrees to this procedure instead of overtime pay. Compensatory time will be granted at time and one/half if not taken in same payroll week earned. Compensatory time must be taken within thirty (30) days.

12.4

Snow and Ice Emergencies, which the parties agree are and have been determined and called by the Superintendent of Streets, will be subject to compensation as follows:

1. In the event an employee calls in sick during a week in which a snow and ice emergency occurs, said sick time shall be counted as hours worked for the purposes of calculating overtime in that workweek.
2. Such overtime payments shall be limited to two (2) instances of sick time used for snow and ice emergencies per fiscal year. Thereafter overtime will revert to the FLSA standard which is overtime after forty (40) hours worked in a workweek.
3. Any payments made according to this section cannot accrue, or be carried over to another fiscal year.

12.5

Any employee called back to work before or after his/her normal shift shall receive minimum two (2) hours pay at overtime rate. An employee required to work past his normal quitting time shall receive a minimum ½-hour pay at overtime rate.

ARTICLE 13 WORKING OUT OF GRADE/LEVEL

13.1

When an employee is promoted to a job with a higher rate of pay, he/she shall enter it at the rate which assures him/her at least the equivalent of a step increase in salary. However, he/she shall not exceed the maximum rate for the job.

13.2

Higher Classification Pay. An employee required to perform duties of a higher classification for a period of ten (10) consecutive days shall thereafter be paid at a rate in the higher compensation grade level that is equivalent to her/his same, current compensation step level effective the first day of assignment. To qualify for said assignment, the employee must assume and perform most of the duties of the higher classification for more than ten (10) consecutive business days.

ARTICLE 14 STEP RATE INCREASES

14.1

Every employee in a position covered by this Plan must be considered for an increase in compensation within their classification annually until they reach the top step. Compensation review shall occur at least three (3) months prior to July 1. Progression through the classification scale of any employee hired or transferred is not automatic, but is based on the Department Head's appraisal of the employee's ability and work performance. Increased compensation shall be a single annual step recommended in writing by the Department Head subject to approval by the authority designated in the Classification and Compensation Plan, and if approved, should occur as of July 1 for any employee hired before January 1. Any employee hired after January 1 will not receive a step increase until the following fiscal year. Increases of more than a single annual step require approval as described in the Classification and Compensation Plan.

14.2

Upon effective date of amended Plan salary schedules, Department Heads are required to adjust their employees pay rate to the appropriate pay step of the amended Plan salary schedule.

14.3

Employees denied a compensation increase, under the foregoing provisions, have the right of appeal to the person or Board designated in the Classification and Compensation Plan. The appropriate authority shall hear the employees' complaints, examine the employees' records, discuss work performance with the Department Head, and render a decision which shall be binding.

ARTICLE 15 GENERAL CONDITIONS OF EMPLOYMENT

15.1 HIRING POLICY

1. Normally, subject to operational and staffing needs as determined by the Town, promotion or hiring shall be from within the Town Departments.
2. Normally, subject to operational and staffing needs as determined by the Town, when a job opening exists, the Human Resources Director shall post a notice of the job opening on the Town Hall bulletin board for a period of one (1) Week. If there are no qualified applicants as determined by the Town the Town shall advertise for the job vacancy in a newspaper having circulation within the Town. The advertisement shall generally describe the job, job grade and rate of pay, duties and minimum qualifications and where and when application may be made.
3. Any employee of the Town who is interested in filling any vacancy, whether it involves upgrading or otherwise, may apply in writing to the Human Resources Director within one (1) week of the posting of such vacancy.
4. The vacancy shall be filled on the basis of qualifications and ability as determined by the hiring department head. If qualifications are equal, then seniority shall prevail. The Town shall be the judge of qualifications and ability.

15.2

PROBATIONARY PERIOD. The first six (6) months of employment shall be a probationary period. The Department Head has the right to terminate unsatisfactory employees without recourse to the grievance and arbitration procedure. In the event that an employee continues

employment beyond the probationary period, he or she shall be entitled to all of the rights and benefits under this Plan retroactive to the first day of employment.

15.3

HIRING RATE. The hiring rate shall be the minimum rate for the job. If the hiring manager wishes to hire a new employee at a higher rate he/she must follow the procedures in the Compensation and Classification Plan.

15.4

TEMPORARY LABOR. The Town may hire temporary labor. Such action shall be exempt from the provisions of this Agreement.

15.5

MEDICAL EXAMINATIONS. As part of the Town of Lakeville's employment procedures, all new employees are required to undergo a drug screen test by a physician designated by the Town of Lakeville. Employees in certain positions that require frequent physical labor may be required to undergo a medical examination conducted by a physician designated by the Town of Lakeville. The results of the examination will be used to determine whether the new employee can perform the essential duties of the position with or without reasonable accommodations as defined by the American Disabilities Act of 1990. The cost of any physical examination required by this section shall be paid for by the Town and shall be charged to the department concerned. It may also be charged to such special appropriation as the Town may make for the purpose of this section.

15.6

EMPLOYEE PERFORMANCE EVALUATION. Elected Officials, Department Heads or Department Designees will normally evaluate the performance of all of their employees annually by March 1st so that any contemplated and approved step increase can be included in the next fiscal year budget. Evaluations forms submitted must be signed and reviewed by Department Heads.

Employees shall have the right to sign and review all evaluations before they are placed in his/her permanent personnel file, and they shall also have the right to rebut any evaluation. This rebuttal shall be placed in the employee's personnel file.

Evaluations shall be used in decisions being made for promotions, transfers, and reduction in staff. Where evaluations are equal, seniority shall be the determining factor.

15.7

PROMOTIONS AND TRANSFERS. Individuals promoted and/or transferred to another position may be elevated to a higher step on the salary/wage schedule at the request of the Elected Official or Department Head, and following the procedures in the Compensation and Classification Plan.

15.8

DISCIPLINARY ACTION/TERMINATION. The Town reserves the right to institute disciplinary action for reasons of inadequate performance or misconduct. Such discipline may include verbal reprimand, written reprimand, suspension, demotion, or termination as may be determined solely by the Select Board. An employee may be suspended pending the outcome of an investigation.

15.9

HOURS OF WORK FOR DPW EMPLOYEES. The (15) minutes afternoon break is reinstated. Breaks are to be taken "in place" or "at location" or as designated by Town Management.

ARTICLE 16 SENIORITY

16.1

DEFINITION. Seniority shall be acquired by a full-time employee after completion of his/her six (6) month probationary period and shall be retroactive to the first day of employment.

16.2

ACCUMULATION. Seniority shall accumulate during absence because of illness, injury, vacation or other authorized leave, or lay-off for not more than twelve (12) months, except that an employee who is absent beyond twelve (12) months due to injuries arising out of the course of employment that have been accepted for Chapter 152 Workers Compensation purposes with the Town of Lakeville shall continue to accumulate seniority during said period.

16.3

BREAK IN SENIORITY. Seniority shall be broken when an employee (a) terminates voluntarily, (b) is discharged for just cause, (c) exceeds an authorized leave of absence, or (d) is laid off for a period of excess of twelve (12) months, except that any employee absent due to lay-off who fails to report for work within two (2) weeks after delivery of notice of recall by registered mail, shall lose all seniority and will no longer be eligible for recall.

ARTICLE 17 EMPLOYEE BENEFITS

17.1

Insurance All regular full-time and regular part-time employees may participate in the Group Life and Medical Insurance plans.

17.2

Health Insurance The Town shall contribute seventy-five percent (75%) of the employee's HMO plan. The employee shall contribute the remaining twenty-five percent (25%). The Town shall contribute sixty-five (65%) of the employee's PPO plan. The employee shall contribute the remaining thirty-five percent (35%).

For employees hired on or after July 1, 2017, the Town shall contribute sixty-five percent (65%) of the cost of the employee's health care premium. The employee shall contribute the remaining thirty-five percent (35%).

Effective July 1, 2017, a buy-out of health insurance premiums shall be available at the value of (\$5,000) a year for a family plan or two thousand five hundred dollars (\$2,500) a year for a single plan for employees who, upon proof of alternative overage, opt out of the Town's Plan. Buy-out shall be at the coverage level for which the employee is eligible with payments made monthly. The Town is expecting to be able to offer a high deductible plan in 2021 that will address the high contribution rates.

17.2(a)

Pre-Tax Health Care Premium Payment Plan

Employees eligible for participation under the Town's Group Health Insurance Program, including either indemnity-type coverage or health maintenance organization (HMO) coverage, may elect to become members of the Pre-Tax Health Care Premium Payment Plan, hereinafter "the Plan", as of its effective date. Said. Plan shall be established as a so-called cafeteria plan, as permitted by Section 125 of the Internal Revenue Code and authorized by Section 132 of Chapter 697 of the Acts of 1987. Members of the Plan will have their share of group health insurance premiums paid directly by the Town and have their pay reduced accordingly, all as set forth in the terms and conditions of the Plan and in accordance with all of the Plan provisions.

17.3

Holidays

Regular full-time employees and regular part-time employees shall receive the usual day's pay for any legal holiday falling on a regular workday (a day which they would be usually scheduled to work). Select Board shall publish by December 1st a list of Holidays for the next year.

The official paid holidays currently are:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

The day before Thanksgiving and Christmas have been designated as half days subject to approval.

The Town reserves the right to alter these holidays and dates.

The documented holidays are mutually agreed to as fourteen (14) documented holidays plus two (2) floating half days **or** one (1) full day that are *subject to approval and change by the Town*.

Notwithstanding the foregoing, if a holiday falls on a Saturday, the holiday will be observed on the preceding day. If the holiday falls on a Sunday, the holiday will be observed on the following day.

To be eligible for such holiday pay, any employee shall have worked on the day preceding the holiday and have worked on the following day, unless on authorized leave.

If a person has a paid holiday and is called in to work on an emergency basis by a Department Head, that person shall be paid time and a half PLUS the holiday pay.

17.4

Personal Days

Employees shall have three "Personal Days" beyond the holiday list as paid holidays. Personal days shall be granted to regular full-time and regular part-time employees based on their anniversary date of hire. Personal days for regular part-time employees will be pro-rated based on the number of hours worked in proportion to personal days granted. Personal Days cannot be carried over from year to year. Personal Days must be requested at least two (2) business days beforehand in writing to the necessary Elected Official or Department Head. The Department Head has discretion to refuse to grant a personal day based upon operational requirements. Personal days will be pro-rated for new employees.

17.5

Vacations

Vacations shall be granted to regular full-time and regular part-time employees based on their anniversary date of hire:

Length of Employment	Annual Rate
after completion of 1 year of continuous service.	10 Days (5 days may be taken after 6 mos. of continuous service)
after completion of 5 years of continuous service.	15 Days
after completion of 10 years of continuous service.	20 Days

In recognition of their long service to the Town, individuals with over 15 years employment for the Town shall receive one (1) bonus vacation day for each year in excess of 15 years of service, not to exceed five (5) bonus days.

Vacations for regular part-time employees will be pro-rated based on the number of hours worked in proportion to vacation days granted.

Occasional part-time and temporary employees are not entitled to vacation time.

Elected Officials or Department Heads will schedule vacations based on employee requests. Requests shall be approved on the basis of seniority and department needs.

Employees shall be paid for unused vacation time upon termination of service. Employees may carry over five (5) days of unused vacation time, which shall be used within six (6) months of the start of the new fiscal year. Any request for carryover that exceeds the five (5) days of vacation time allowed by this Plan must be approved using the procedure and approval methods in the Classification and Compensation Plan.

Using the procedure in the Classification and Compensation plan and subject to approval from the designated authority, salaried employees and regular full-time and regular part-time hourly employees may request up to five (5) vacation days be bought back by the Town in a fiscal year. Such days will be based on their usual daily compensation. In both cases the buyback shall not become effective unless, or until, the necessary funds have been appropriated.

17.6

Sick Leave

Regular full-time and regular part-time employees shall be entitled to sick leave. Full time employees shall earn sick leave at the rate of 1 and one-quarter days per month. Sick leave for regular part-time employees will be pro-rated on the number of hours worked in proportion to

sick leave granted full-time employees.

No employee may work for the Town while on sick leave, workmen's compensation, etc. If any employee is sick on a particular day, he/she may not work that evening/night or be on overtime. However, there is the possibility that an employee on workers' compensation may be required to return to duty as part of a light duty program.

After an absence in excess of five (5) consecutive workdays, an employee may be required to submit a doctor's certificate verifying the illness and fitness to return to work. The Department Head, in his/her discretion, may require a doctor's certificate to verify illness at any time. Failure to provide a certificate will disqualify the employee from receiving sick leave pay and may result in other disciplinary action.

Sick leave hours are not to be counted as hours worked for overtime purposes.

All employees covered by this Plan shall be subject to the Town's Family Medical Leave Act (FMLA) Policy and Small Necessities Leave Act Policy.

All sick leave shall be recorded by Elected Officials or Department Heads.

17.7

Sick Leave Buy-Back

Sick leave may be accumulated indefinitely, but may not be bought back upon termination. Effective July 1, 2005, employees with fifty (50) or more accrued sick days, and who have completed a minimum of ten (10) years of service to the Town of Lakeville, and who notify the Select Board in writing on or before May 1 of their intent to retire during the next fiscal year beginning July 1st shall receive a salary adjustment in their last week's paycheck a sum equal to \$30.00 for every unused sick day up to a maximum of one-hundred and fifty (150) days.

Employees accruing fewer than fifty (50) days shall receive no benefits hereunder, and employees accruing more than one hundred and fifty (150) days shall receive no benefits in connection with days accrued in excess one hundred and fifty (150). In the event of an employee's death, his/her estate shall receive the benefit.

Sick Leave Pool Following the procedures in the Classification and Compensation Plan, an employee may, at any time, transfer any number of his/her sick days to another employee, not to exceed five (5) days per year. Said transfer shall occur only after the receiving employee has exhausted all accrued vacation, personal and sick leave of his/her own, and only after a written request has been filed by the transferring employee. The transfer request shall be verified by the Town Administrator and notation made in both employees' personnel files.

17.8

Bereavement Leave

All regular full-time and regular part-time employees shall be granted up to three (3) consecutive days off due to a death in their immediate family. Immediate family includes: Parents, siblings, spouse, child(ren), grandchild(ren), grandparents, and father-in-law, mother-in-law, sister(s)-in-law or brother(s)-in-law and life partner.

This benefit will not be in effect in cases such as death occurring during an employee's vacation or on a paid holiday or any other case which would result in paying twice for the same time off. It will not be paid if an employee is on a leave of absence or is absent due to disability, illness or personal business.

Elected officials or Department Heads may grant exceptions to this list and may do so without a

written request from the employee. Exceptions will be based on special circumstances and leaves of one (1) to three (3) days may be granted in these special situations.

17.9

Jury Duty

Regular full-time and regular part-time employees shall be granted leave for the purpose of jury duty. The Town will pay the employee the difference between the jury duty pay and his/her regular pay. Employees must submit a copy of the jury summons within a week of its receipt to their Department Head.

17.10

Military Leave

Regular full-time and regular part-time employees shall be granted leave for the purpose of military duty. The Town will pay the employee the difference between the military duty pay and his/her regular pay with a cap of two (2) weeks for the annual period of active duty for training. Employees must submit a copy of the military obligation within a week of its receipt to their Department Head.

17.11

Other Absences

Unpaid leaves of absence may be granted upon request based upon the individual circumstances and needs of the department. Unpaid leave may be granted for a specific period of time.

17.12

Longevity Pay

Effective July 1, 2001 all regular full-time and regular part-time employees shall be eligible for longevity pay based upon the anniversary date of the employee's date of hire according to the following schedule:

<u>Length of Employment</u>	<u>Annual Longevity Pay</u>
After completion of 5 years of continuous service.	2% of base pay
After completion of 10 years of continuous service.	3% of base pay
After completion of 15 years of continuous service.	5% of base pay
After completion of 20 years of continuous service.	7% of base pay

If an employee becomes eligible for longevity and plans to retire prior to his/her anniversary date, said employee will receive credit for the months of work completed.

Effective July 1, 1999 payment for longevity to eligible employees shall be payable on the anniversary date of employment.

Effective March 1, 2011, any new employee hired after the effective date will not be eligible for longevity.

17.13

Highway employees may have their choice of the following:

1. Receiving an annual uniform allowance of \$900 to buy and maintain their own uniform (subject to approval of the DPW Director); or
2. Continue with the Town-supplied laundry service in conjunction with an annual uniform allowance of \$400.

17.14

Job related License renewals

The Town agrees to reimburse for the renewals of "required licenses" for DPW personnel.

ARTICLE 18 GRIEVANCE PROCEDURE

All non-probationary employees covered by this agreement shall have the right to the following grievance procedure:

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

Step 1. The aggrieved employee shall submit the grievance in writing to his/her Department Head or Elected Official within ten (10) working days of the event giving rise to the grievance. The Department Head or Elected Official shall attempt to settle the matter and shall respond in writing to the employee within ten (10) working days of the receipt of the grievance.

Step 2. If the Department Head or Elected Official has not responded within the given time limit or if the grievance has not been settled to the employee's satisfaction, the employee may submit the grievance in writing to the Personnel Board or other designated authority within ten (10) working days of the Department Head's or Elected Official's response (or if there has been no response, within ten (10) working days of the date the response was due).

The written grievance shall include the following information:

1. A statement as to the action being grieved;
2. A statement as to when the action causing the grievance happened or became known or should have become known to the employee;
3. A statement as to which part(s) of the Agreement has been violated;
4. Evidence (documentation if possible) to support this grievance and a statement of the remedy or relief sought.

The Personnel Board or designated authority will consider the grievance and, if the employee so requests, hold a hearing at this meeting.

The Personnel Board or designated authority shall respond in writing to the employee normally within three (3) calendar weeks of this meeting or hearing, whichever occurs later, sending a

copy of the decision to the Elected Official or Department Head.

Failure by the Personnel Board or designated authority to process and/or respond to a grievance in accordance with the time limits contained herein shall not be deemed to uphold the grievance, but rather will be considered as a denial of the grievance.

Failure by the employee to submit and or process a grievance in accordance with this procedure and time limits established in the Grievance Procedure shall be deemed a waiver of the grievance.

Time limits provided in various steps of the Grievance Procedure may be extended by the mutual written agreement of both parties.

Step 3. Arbitration. If a grievance is still unsettled after Step 2, the Union, and only the Union, may submit the matter to Arbitration within ten (10) days after receipt of the written answer or within thirty (30) days after the answer is due, whichever occurs first. Submission to arbitration shall be accomplished by written notice to the Department of Labor Relations, requesting arbitration. If the parties fail to select an arbitrator, the Division of Labor Relations shall be requested by either or both parties to provide a panel of arbitrators, from which to make a selection. The cost of the arbitration and arbitration filing fee shall be paid equally by the Town and the Union and each party shall pay its own cost for preparing and presenting its case and for any stenographic record requested.

Any selected or appointed arbitrator will have no authority to order back pay in any award against the Town.

The Town may select the arbitrator designated to hear any arbitration between the parties.

The agreed upon arbitration form will be the State Department of Arbitration at the Department of Labor Relations for the Commonwealth.

Failure by the Union and/or employee to file and process a grievance in accordance with the time limit set out in this Article shall be abandonment and waiver of the grievance and an arbitrator shall have no basis or authority to consider the matter.

The parties may mutually agree in writing to extend any of the time limits set out in this procedure.

The arbitrator shall have no power to alter, amend, modify, add to or subtract from this Agreement and shall be bound to render his award in accordance with the express provisions and intent of the parties under this Agreement. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to grievance and arbitration, and an arbitrator shall have no authority to render any decision thereon:

Any matter concerning the discipline or discharge of a probation employee who has not completed the six (6) month probation period.

Any matter where the Union and the employee have not chosen the grievance and arbitration process as the exclusive remedy.

Both parties can utilize the Union Process.

ARTICLE 19 STABILITY OF AGREEMENT

19.1

No agreement, understanding, alteration or variation of the terms or provisions of the Agreement herein contained shall bind the parties hereto, unless made and executed in writing by the parties hereto.

19.2

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

ARTICLE 20 EMPLOYEE CONDUCT

20.1

As an employee of the Town of Lakeville, you are required to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times.

Types of behavior and conduct that the Town of Lakeville considers inappropriate include, but are not limited to the following:

1. Falsifying employment or other records or providing inaccurate information on same.
2. Soliciting or accepting gratuities from customers or clients.
3. Excessive, unnecessary, or unauthorized use of Town supplies, particularly for personal purposes.
4. Bringing or using alcoholic beverages on Town property, or using alcoholic beverages while engaged in Town business except where authorized.
5. Using obscene, abusive, or threatening language or gestures while on the job.
6. Theft of property from co-workers, customers, or the Town of Lakeville, or moving or taking control of the property of co-workers or customers without authorization.
7. Unauthorized possession of firearms on the Town of Lakeville premises or while on Town business.
8. Disregarding safety or security regulations.
9. Insubordination or failing to comply with any directive, guideline or order.
10. Discourteous conduct toward citizens and other persons using Town facilities.
11. Failing to maintain the confidentiality of information you receive as part of your duties. Should your performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory in the judgment of the appropriate supervisor, based on violations either of the above or of any other Town policies, rule, or regulations, you will be subject to disciplinary action, up to and including dismissal.

ARTICLE 21 APPROPRIATE DRESS

21.1

Discretion in style of dress and behavior is essential to the efficient operation of the Town Offices. Employees are, therefore, required to dress in appropriate attire and to behave in a professional, businesslike manner.

ARTICLE 22 ABSENTEEISM AND TARDINESS

The Town of Lakeville expects all employees to assume diligent responsibility for their attendance and promptness. Recognizing, however, that illnesses and injuries may occur, the Town has established sick leave to compensate regular full-time and regular part-time employees for certain time lost for legitimate medical reasons.

Should you be unable to work because of illness, you must notify your supervisor within thirty (30) minutes of start time each day of your absence unless you are granted an authorized medical leave, in which case different notification procedures apply. (See Section 18.6 Sick Leave of this Agreement.) Failure to properly notify the Town of your absence may result in unpaid sick time.

ARTICLE 23 DRUG-FREE WORKPLACE

It is the policy of the Town of Lakeville to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the Town's ability to operate effectively and efficiently.

In this connection, the unlawful manufacture, distribution, dispensing, possession, sale, or use of a controlled substance in the workplace or while engaged in Town of Lakeville business off the Town property is strictly prohibited. Such conduct is also prohibited during non-working time to the extent that in the opinion of the Town of Lakeville, it impairs an employee's ability to perform on the job or threatens the reputation of the Town of Lakeville,

To educate employees on the dangers of drug abuse, the Town of Lakeville, may periodically, require employees to attend training sessions at which the dangers of drug abuse, the Town's policy regarding drugs, and the availability of counseling will be discussed. Employees convicted of controlled substance-related violations in the workplace (including pleas of nolo contendere, i.e., no contest) must inform the Town of Lakeville within five (5) days of such conviction or pleas. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, the Town of Lakeville may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

ARTICLE 24 SMOKING

In order to maintain a safe and comfortable working environment and to ensure compliance with applicable laws, smoking in Town offices and facilities is not allowed. Because the Town may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees may be subject to disciplinary action for violating this policy.

ARTICLE 25 REDUCTION IN FORCE

In the event of a layoff of employees in job classifications covered by this Agreement for economic or operational reasons including but not limited to, lack of funds, lack of work or for abolition of positions, or for a reduction of work hours of such personnel for the same reasons, such layoffs shall be in accordance with seniority within the affected job classification. Personnel with the greatest seniority shall be laid off last and shall be eligible for rehire during first the first 12 months of such layoff. Employees after a one (1) year layoff absence will lose all seniority and re-employment rights. A reduction in work hours may occur, based on operational, economic and staffing needs and, subject to operational and staffing needs, as determined solely by the employer, may not necessarily occur by seniority. Any such reduction will occur and last based solely on operational and staffing needs as determined solely by the employer.

ARTICLE 26 EFFECT OF PARTIAL INVALIDITY

The invalidity of any section of this Agreement shall not invalidate any other section or provision thereof.

ARTICLE 27 DURATION OF AGREEMENT

The provisions of this Agreement will be effective July 1, 2023 and will continue in full force and effect through June 30, 2026, and shall be automatically renewed from year to year thereafter, unless, at least four (4) months prior to the expiration date, either party notifies the other in writing by certified mail, return receipt requested, or its desire to renegotiate the Agreement, or sunless, given a failure to reach a successor agreement after June 30, 2026, either party submits a 60 day notice to terminate the agreement at any time after June 30, 2026.

ARTICLE 28 WAGES

All current base rates for bargaining unit employees shall be increased as follows:

FY 2024: 3.0% Increase effective on 7/1/23

FY 2025: 3.0% Increase effective on 7/1/24

FY 2026: 3.0% Increase effective on 7/1/25

On July 1, 2023, Step 6 of the wage scale shall be increased by 1%.

On July 1, 2024, Step 6 of the wage scale shall be increased by an additional 1%.

ARTICLE 29 - EDUCATION STIPEND

An education incentive will be paid to all members who hold the following degree(s) in any areas relevant to their position:

1. An employee with an Associate's degree in an area relevant to their position shall receive an annual stipend of \$500.

2. An employee with a Bachelor's Degree in any area relevant to their position shall receive an annual stipend of \$900.

3. An employee with a Masters or Doctorate Degree in any area relevant to their position shall receive an annual stipend of \$1,250.

An employee shall receive only one (1) education stipend amount per year.

Eligibility for the incentive payment shall be subject to the Town Administrator's approval concerning the degree's relevance and the accreditation of the issuing institution.

Employee shall receive payment for the highest degree held as of July 1st each year. This stipend will be split into two equal payments paid out in July and January.

ARTICLE 30 HIGHWAY/DPW SCHEDULE AND CDL STIPEND

The summer schedule for Highway Transfer Station employees shall consist of four (4) days at nine (9) hours each and one (1) day at four (4) hours to make up forty (40) hours per week. The summer schedule shall begin on July 1 and end on Labor Day, at the discretion of the DPW Director.

30.1

Winter on Call Pay

Annually from the first day of December through the end of March there shall be one individual with a CDL license designated as on call for after hours emergencies on a rotational basis. Employee who are on call are expected to be able to report to work if needed. Employees designated as on call will receive \$225 per week of being on call. If an on-call employee is required to report to work he/she will be paid at their overtime rate for all hours worked with a minimum of two hours.

30.2

CDL Stipend

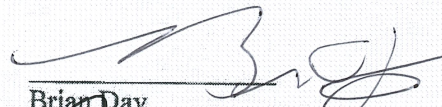
Any employee assigned to the Department of Public Works who maintains a valid Commercial Driver's License (CDL) shall earn a \$750 stipend annually.


IN WITNESS WHEREOFF, the parties hereto have executed this agreement this 17 day of May, 2023.

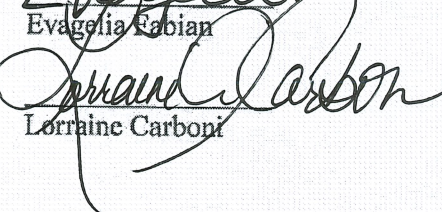
TOWN OF LAKEVILLE

MASSACHUSETTS LABORERS'
DISTRICT COUNCIL OF THE
LABORERS INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO,
LOCAL 272


By its Select Board

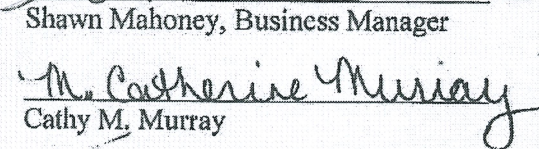


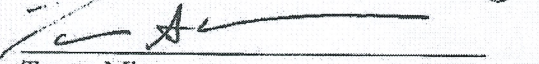
Brian Day


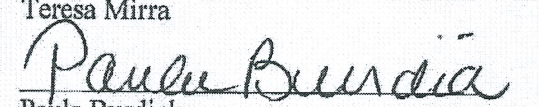
Evaggelia Fabian


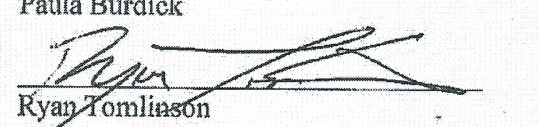
Lorraine Carboni



Shawn Mahoney, Business Manager


Cathy M. Murray


Teresa Mirra


Paula Burdick


Ryan Tomlinson

APPENDIX A SALARY SCHEDULES FY24 – FY26

APPENDIX "A"	
TOWN OF LAKEVILLE	
Date Adopted by Selectmen:	
FY24	
CLASSIFICATION AND COMPENSATION PLAN	
FOR BENEFIT ELIGIBLE EXEMPT AND NON EXEMPT <u>UNION</u> EMPLOYEES	
EFFECTIVE JULY 1, 2023	

HRLY NON EXEMPT STEPS	LEVELS				
	1	2	3	4	5
1ST	\$23.49	\$21.99	\$20.51	\$19.67	\$17.84
2ND	\$24.11	\$22.62	\$21.13	\$20.30	\$18.45
3RD	\$24.78	\$23.25	\$21.72	\$20.87	\$18.97
4TH	\$25.49	\$23.94	\$22.34	\$21.43	\$19.48
5TH	\$27.17	\$25.51	\$23.80	\$22.82	\$20.76
6TH	\$28.25	\$26.52	\$24.77	\$23.74	\$21.59
LEVELS	CLASSIFICATIONS				
1	DPW Director (\$3.50 in combined differentials.) Highway Foreman, Landfill/Transfer Station Supervisor (Master Mechanic \$1.00 Differential), Highway Mechanic/Laborer (Master Mechanic \$1.00 Differential and \$2.00 Differential for Certification in Air Brake Training), Youth Services Librarian, Assessment Specialist (\$1.00 Differential for Active Real Estate License), Accounting Specialist, Facilities Assistant, Park Supervisor, Administrative Assistant to the DPW Department, Heavy Equipment Operator/Laborer/Forestry Specialist.				
2	Highway Heavy Equipment Operator/Truck Driver/Laborer(\$1.00 differential for MA Welding Cert.), Landfill/Transfer Station Lead Operator (\$0.50 Differential), Landfill/Transfer Station Equipment Operator, Assessors Field Clerk, Administrative Assistant COA Director.				
3	Library Assistant-Technical Services, Park Laborer, DPW Laborer				
4	Dept. of Inspectional Services Clerk, COA Clerk, Treasurer/Collector Clerk				
5	Assessors Clerk, Board of Health Clerk, Library Technical Assistant Clerk				

SALARIED EXEMPT STEPS	GRADES				
	A	B	C	D	E
1ST	\$61,399	\$58,469	\$55,539	\$48,787	\$47,887
2ND	\$63,153	\$60,133	\$57,114	\$50,157	\$49,044
3RD	\$64,501	\$61,621	\$58,737	\$51,574	\$50,622
4TH	\$67,747	\$64,080	\$60,413	\$53,030	\$52,048
5TH	\$73,295	\$68,875	\$64,452	\$56,566	\$55,519
6TH	\$76,227	\$71,631	\$67,030	\$58,828	\$57,740
GRADES	CLASSIFICATIONS				
A	Assistant Facilities Manager				
B	Executive Assistant to the Building Commissioner				
C	Assistant Town Clerk, Assistant Treasurer/Collector				
D	Intentionally Blank				
E	Intentionally Blank				

APPENDIX "A"

TOWN OF LAKEVILLE

Date Adopted by Selectmen:

FY25

CLASSIFICATION AND COMPENSATION PLAN

FOR BENEFIT ELIGIBLE EXEMPT AND NON EXEMPT UNION EMPLOYEES

EFFECTIVE JULY 1, 2024

HRLY NON EXEMPT STEPS	LEVELS				
	1	2	3	4	5
1ST	\$24.20	\$22.65	\$21.12	\$20.26	\$18.37
2ND	\$24.84	\$23.30	\$21.76	\$20.91	\$19.00
3RD	\$25.53	\$23.94	\$22.37	\$21.49	\$19.54
4TH	\$26.26	\$24.66	\$23.01	\$22.08	\$20.06
5TH	\$27.99	\$26.28	\$24.52	\$23.51	\$21.39
6TH	\$29.38	\$27.58	\$25.76	\$24.69	\$22.45
LEVELS	CLASSIFICATIONS				
1	DPW Director (\$3.50 in combined differentials.) Highway Foreman, Landfill/Transfer Station Supervisor (Master Mechanic \$1.00 Differential), Highway Mechanic/Laborer (Master Mechanic \$1.00 Differential and \$2.00 Differential for Certification in Air Brake Training), Youth Services Librarian, Assessment Specialist (\$1.00 Differential for Active Real Estate License), Accounting Specialist, Facilities Assistant, Park Supervisor, Administrative Assistant to the DPW Department, Heavy Equipment Operator/Laborer/Forestry Specialist.				
2	Highway Heavy Equipment Operator/Truck Driver/Laborer(\$1.00 differential for MA Welding Cert.), Landfill/Transfer Station Lead Operator (\$.50 Differential), Landfill/Transfer Station Equipment Operator, Assessors Field Clerk, Administrative Assistant COA Director.				
3	Library Assistant-Technical Services, Park Laborer, DPW Laborer				
4	Dept. of Inspectional Services Clerk, COA Clerk, Treasurer/Collector Clerk				
5	Assessors Clerk, Board of Health Clerk, Library Technical Assistant Clerk				

SALARIED EXEMPT STEPS	GRADES				
	A	B	C	D	E
1ST	\$63,241	\$60,223	\$57,205	\$50,251	\$49,323
2ND	\$65,048	\$61,937	\$58,827	\$51,662	\$50,516
3RD	\$66,436	\$63,469	\$60,499	\$53,121	\$52,141
4TH	\$69,780	\$66,003	\$62,225	\$54,620	\$53,609
5TH	\$75,494	\$70,941	\$66,386	\$58,263	\$57,185
6TH	\$79,276	\$74,496	\$69,711	\$61,181	\$60,049
GRADES	CLASSIFICATIONS				
A	Assistant Facilities Manager				
B	Executive Assistant to the Building Commissioner				
C	Assistant Town Clerk, Assistant Treasurer/Collector				
D	Intentionally Blank				
E	Intentionally Blank				

APPENDIX "A"
TOWN OF LAKEVILLE

Date Adopted by Selectmen:

FY26

CLASSIFICATION AND COMPENSATION PLAN
FOR BENEFIT ELIGIBLE EXEMPT AND NON EXEMPT UNION EMPLOYEES
EFFECTIVE JULY 1, 2025

HRLY NON EXEMPT STEPS	LEVELS				
	1	2	3	4	5
1ST	\$24.93	\$23.33	\$21.76	\$20.87	\$18.93
2ND	\$25.58	\$24.00	\$22.41	\$21.54	\$19.57
3RD	\$26.29	\$24.66	\$23.05	\$22.14	\$20.13
4TH	\$27.04	\$25.39	\$23.70	\$22.74	\$20.66
5TH	\$28.83	\$27.07	\$25.25	\$24.21	\$22.03
6TH	\$30.26	\$28.41	\$26.54	\$25.43	\$23.13
LEVELS	CLASSIFICATIONS				
1	DPW Director (\$3.50 in combined differentials), Highway Foreman, Landfill/Transfer Station Supervisor (Master Mechanic \$100 Differential), Highway Mechanic/Laborer (Master Mechanic \$100 Differential and \$2.00 Differential for Certification in Air Brake Training), Youth Services Librarian, Assessment Specialist (\$100 Differential for Active Real Estate License), Accounting Specialist, Facilities Assistant, Park Supervisor, Administrative Assistant to the DPW Department, Heavy Equipment Operator/Laborer/Forestry Specialist.				
2	Highway Heavy Equipment Operator/Truck Driver/Laborer(\$100 differential for MA, Welding Cert.), Landfill/Transfer Station Lead Operator (\$50 Differential), Landfill/Transfer Station Equipment Operator, Assessors Field Clerk, Administrative Assistant CDA Director.				
3	Library Assistant-Technical Services, Park Laborer, DPW Laborer				
4	Dept. of Inspectional Services Clerk, CDA Clerk, Treasurer/Collector Clerk				
5	Assessors Clerk, Board of Health Clerk, Library Technical Assistant Clerk				

SALARIED EXEMPT STEPS	GRADES				
	A	B	C	D	E
1ST	\$65,139	\$62,030	\$58,921	\$51,758	\$50,803
2ND	\$66,999	\$63,796	\$60,592	\$53,211	\$52,031
3RD	\$68,429	\$65,373	\$62,314	\$54,715	\$53,705
4TH	\$71,873	\$67,983	\$64,092	\$56,259	\$55,218
5TH	\$77,758	\$73,070	\$68,377	\$60,010	\$58,900
6TH	\$81,654	\$76,731	\$71,803	\$63,016	\$61,851
GRADES	CLASSIFICATIONS				
A	Assistant Facilities Manager				
B	Executive Assistant to the Building Commissioner				
C	Assistant Town Clerk, Assistant Treasurer/Collector				
D	Intentionally Blank				
E	Intentionally Blank				