

**AGREEMENT**  
**BETWEEN THE TOWN OF ACTON,**  
**MASSACHUSETTS**

**AND**

**THE AMERICAN FEDERATION OF**  
**STATE, COUNTY, AND MUNICIPAL**  
**EMPLOYEES, AFL-CIO**  
**Mass. State Council #93, Local 1703**

**JULY 1, 2015 -- JUNE 30, 2018**

**Highway Department**

**Municipal Properties Department**

**Cemetery Department**

# TABLE OF CONTENTS

TABLE OF CONTENTS	
ARTICLE	PAGE
PREAMBLE .....	i
ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 UNION DUES AND INITIATION FEES.....	1
ARTICLE 3 MANAGEMENT RIGHTS .....	1
ARTICLE 4 EFFECT OF THE AGREEMENT .....	2
ARTICLE 5 AGENCY SERVICE FEE .....	2
ARTICLE 6 DISCRIMINATION AND COERCION .....	3
ARTICLE 7 GRIEVANCE PROCEDURE.....	3
ARTICLE 8 EXTREMES OF WEATHER.....	5
ARTICLE 9 NO STRIKE.....	5
ARTICLE 10 SENIORITY.....	5
ARTICLE 11 HOURS OF WORK.....	6
ARTICLE 12 OVERTIME .....	7
ARTICLE 13 WORKING OUT OF CLASSIFICATION.....	8
ARTICLE 14 UNION REPRESENTATIVES .....	8
ARTICLE 15 MEAL PERIODS.....	8
ARTICLE 16 REST PERIODS .....	9
ARTICLE 17 HOLIDAYS .....	9
ARTICLE 18 VACATIONS.....	10
ARTICLE 19 SICK LEAVE .....	11
ARTICLE 20 JURY DUTY .....	12
ARTICLE 21 FUNERAL LEAVE .....	13
ARTICLE 22 PERSONAL LEAVE.....	13
ARTICLE 23 LEAVE OF ABSENCE .....	13
ARTICLE 24 UNIFORMS AND PROTECTIVE CLOTHING .....	13

ARTICLE 25	LABOR AND MANAGEMENT MEETINGS .....	14
ARTICLE 26	HOSPITALIZATION AND SURGICAL INSURANCE.....	14
ARTICLE 28	SAFETY COMMITTEE CODE.....	16
ARTICLE 29	CLASSIFICATION PLAN AND PAY RATES .....	17
ARTICLE 30	PERSONNEL RECORDS .....	18
ARTICLE 31	MERIT PAY .....	19
ARTICLE 32	LONGEVITY.....	19
ARTICLE 33	MISCELLANEOUS PROVISIONS.....	20
ARTICLE 34	DURATION.....	21
ARTICLE 35	AMERICANS WITH DISABILITIES ACT .....	21
ARTICLE 36	FAMILY MEDICAL LEAVE ACT .....	21
ARTICLE 37	POLICY AGAINST SEXUAL HARASSMENT.....	24
ARTICLE 38	DISCIPLINE AND DISCHARGE .....	26
ATTACHMENT A	WAGE SCHEDULE.....	28

## **PREAMBLE**

This Agreement entered into by the Town of Acton, hereinafter referred to as the employer, and Local 1703, State Council #93, The American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. All provisions in this Agreement apply to both male and female employees alike. Therefore, all references to "he" or "his" are deemed to include "she" or "her" respectively.

## ARTICLE 1

### RECOGNITION

The Town recognizes the Union as the sole and exclusive bargaining agent for the full and part-time employees of the Highway and Municipal Properties Department covered by this Agreement, and the full-time and part-time maintenance employees, grounds keepers, and custodians in the Municipal Properties Department and the Cemetery workers from the Cemetery Department as hereinafter described for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment excepting the Superintendent of the Highway Department, Director of the Municipal Properties Department, Assistant Highway Superintendent, Cemetery Crew Chief, temporary and seasonal employees, and employees who have been with the department for less than six (6) months.

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

## ARTICLE 2

### UNION DUES AND INITIATION FEES

Employees shall tender the Initiation Fee (if any) and monthly membership dues by signing the Authorization of Dues Form. During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the employer agrees to deduct **Union Membership Dues within 30 days after receiving written notice by the Union** in accordance with the Constitution of the Union from the pay of each employee who executes or has executed such forms and to remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the **tenth (10<sup>th</sup>) day of the succeeding month**. The Town is not responsible for ensuring that the Union's notice is in accordance with the Constitution of the Union therefore an employee objection is solely limited between the employee and the Union. The Union agrees to indemnify the Town from all damages and costs including attorney fees that arise out of the Town's compliance with this Article.

## ARTICLE 3

### MANAGEMENT RIGHTS

The Town shall retain all inherent and residual rights, powers and authority, unless otherwise expressly stated in this Agreement, in the exercise of its function of management and in the direction and supervision of the Town's business.

The exercise of aforesaid rights shall remain exclusively within the prerogative of the Town Manager or his designee so long as not in conflict with any express provisions of this Agreement.

Except when it can be clearly shown that conduct or action by the Town is in violation of a specific provision of this Agreement or a past practice, the right to manage the business and affairs of the Town, to operate the Town and to direct the working forces shall not be the subject of a grievance or arbitration proceeding hereunder

#### **ARTICLE 4**

#### **EFFECT OF THE AGREEMENT**

This Agreement contains and constitutes the entire agreement and understandings between the parties arrived at through the collective bargaining process and supersedes any and all existing agreements and understandings between the said parties with the exception of the CDL Side Agreement dated June 4, 1999 and past practices. No provisions of the Town's personnel policies are applicable to employees covered by this Agreement.

#### **ARTICLE 5**

#### **AGENCY SERVICE FEE**

##### Section 1.

Pursuant to General Laws, Chapter 150E, Section 12, it shall be a condition of employment that on or after the thirtieth (30th) day of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit who is not a member of the Union shall pay to the Union an agency service fee which shall be proportionally commensurate with the cost of collective bargaining and contract administration. The agency fee shall be deducted at each pay period.

##### Section 2.

In consideration of the Town's agreement to an agency fee provision, the Union hereby agrees to indemnify the Town, its agents, officers and employees and hold them harmless from any and all claims, demands, suits, backpay, interest, or other forms of liability however denominated which may arise out of, or be reason of, any action by the Town, its agents, officers and employees in entering into or taken to enforce, or defend its enforcement of, said provision including discharge for nonpayment, including all legal fees, costs and damage awards incurred by the Town, its agents, officers and employees.

Section 3.

No request to dismiss or suspend an employee for nonpayment of an agency service fee shall be honored so long as there is a dispute before the Commonwealth of Massachusetts Department of Labor Relations Commission or a court of competent jurisdiction as to whether the exclusive bargaining agent has complied with the provisions of General Laws, Chapter 150E, Section 12, and 456 CMR 17:00.

**ARTICLE 6**

**DISCRIMINATION AND COERCION**

There shall be no discrimination by the Department Head or other agents of the employer against any employee because of the employee's activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for the employee's adherence to any provision in this Agreement. The Town will not require a Union member to violate any provision of this Agreement.

**ARTICLE 7**

**GRIEVANCE PROCEDURE**

If there is a grievance between the parties to this Agreement as to the meaning and application of the terms and provisions of this Agreement, then such grievance shall be handled by the grievance procedure set forth below providing that no employee on probation shall have access to the grievance procedure. Grievances involving disciplinary action shall be processed beginning at the third (3<sup>rd</sup>) step. A grievance is a dispute arising out of an alleged violation of the terms of this Agreement or a past practice. Failure to comply with the time line requirements of this Article by the employee and/or Union shall be considered acceptance of the decision at that level and a waiver of rights to further appeal. If the Town representative fails to respond within the time line requirements of this Article, the grievance shall be deemed denied and the employee may go to the next step. For the purposes of this Article, the calculation of days shall not include Saturdays, Sundays, or holidays. Grievances may be partially resolved at any step with the unresolved matters continuing to the next step. However, the scope of a grievance may not be expanded; no new issues shall be added after a grievance is initially filed.

If an employee is unable to resolve an issue with his crew leader, the employee and/or his representative shall present a grievance in writing to the respective Department Head or his designee within five (5) days after the occurrence which gave rise to the grievance or the time when the employee or the Union actually had or reasonably should have had knowledge of such occurrence. Within five (5) days after receipt of the grievance, the Department Head or designee shall meet with the employee to discuss the matter. Within five (5) days after the meeting,; the Department Head or his designee will render a written decision.

It is agreed that no grievance shall be deemed to exist until the employee has first ascertained the Town's initial position with respect to the matter in question from his/her immediate supervisor. If the employee desires, a bargaining unit representative may be included in any preliminary discussions.

**STEP ONE:** If an employee has a grievance, the employee and a representative shall first present it in writing to the employee's immediate supervisor who shall meet with the employee and the representative and respond within five (5) days of receipt of the grievance.

**STEP TWO:** Upon the failure of step one to resolve the grievance, the employee and/or the representative shall present the grievance in writing to the respective Department Head or his designee who shall have five (5) days (exclusive of Saturday, Sunday, and Holidays) to meet with the employee and the representative and render a decision.

**STEP THREE:** In the event the grievance is not settled by the action of the Department Head, then said grievance shall be presented in writing to the Town Manager or his designee within five (5) working days after the Department Head's response is due. The Town Manager shall meet with the employee and the representative and respond to the Union Steward in writing within five (5) days.

**STEP FOUR:** If the grievance is still unsettled, either party may, within thirty (30) days after the reply from Step Three is due, by written notice to the other, request arbitration.

The arbitration proceedings shall be conducted by the American Arbitration Association pursuant to its rules and regulations. Its decision will be final and binding upon the parties.

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

Grievances involving disciplinary action shall be processed beginning at the third (3<sup>rd</sup>) step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievances up to and including restoration to the job with all compensation and privileges that would have been due the employee. The decision of the arbitrator shall be limited to the interpretation of the terms and conditions of the contract and past practices. The arbitrator selected under this Article shall have no power to modify, amend, add to, subtract from, or alter this Agreement.

## ARTICLE 8

### **EXTREMES OF WEATHER**

Excluding work of an emergency nature, as determined by the Department Head, no outside work shall be performed in severe weather conditions which would endanger the safety of the employees. The judgment of the Department Head shall not be arbitrarily or capriciously exercised.

## ARTICLE 9

### **NO STRIKE**

The Union agrees that there will be no strikes, walkouts, stoppages of work, sit-downs, or slowdowns, or any other direct interferences with the employer's operations during the life of this Agreement.

The employer may impose any disciplinary action, including discharge, upon any or all of the employees involved in a violation of the above paragraph. Such action by the employer shall not be subject to the grievance and arbitration provisions of this Agreement except as to the questions of whether or not the employees who were disciplined in fact participated in, encouraged or were responsible for such violation.

## ARTICLE 10

### **SENIORITY**

Section 1 -Employees hired on or after July 1, 2000 and covered by the contract shall have their seniority defined by the length of service in the bargaining unit for all purposes under the contract including the accrual of sick, vacation, and all other benefits. Length of service by Cemetery Workers with the Town shall count for accrual of sick leave and vacation. Seniority shall be acquired by employees upon completion of their six (6) month probationary period which shall be six (6) months of time actually worked. Seniority shall be retroactive to their first day of work in the bargaining unit after the employee successfully completes his probationary period. In the case of town employees becoming covered by this contract after the execution of this agreement, he/she shall have their seniority defined as length of service with the Town for the purposes of vacation and sick leave accrual. This provision shall also include Stephen Gray, Carl Maria, and Mark Fitzpatrick. All references to 'regular employees' in this Agreement are applicable only to full and part-time employees and are not applicable to probationary employees unless otherwise expressly provided.

An employee who voluntarily resigns from employment and who is reinstated within one (1) month of resignation shall serve a one (1) month probationary period and upon completion of the probationary period shall be entitled to his/her accrual of sick leave and rate of vacation accrual and the date of hire he/she had at the time of resignation. An employee will be entitled to the

benefits of this paragraph only once per career and this paragraph does not guarantee an employee reinstatement.

Section 2 - In the event that it becomes necessary to lay off employees, the principle of seniority shall control within classifications. The least senior employee in the job classification affected by the layoff shall be the first laid off. Affected employees shall first exercise bumping rights within the same rated classification for which they are qualified. If none, employees due to be laid off shall have the right to bump employees having less seniority in any lower classification at the rate of pay applicable thereto at the employee's then-existing step level, provided they are qualified to perform the duties of that classification. Employees will be given at least ten (10) workdays' notice of layoff. The Town, at its discretion, may lay off the employee immediately, provided it compensates the employee for the ten-(10)-workday notice period.

Section 3 - Seniority shall be broken when an employee: (a) resigns, (b) retires, (c) is discharged for cause, (d) is unable or otherwise fails to return to work after twelve (12) months of absence due to illness or injury, (e) fails to return to work at the expiration of an authorized leave of absence pursuant to article 21, (f) is laid off for a period of twelve (12) months, (g) fails to respond within forty-eight (48) hours of receipt of notice of recall and fails to return to work within a period of ten (10) working days following receipt of notice of recall, or (h) is absent for more than three (3) workdays without notice to the employer of the reason for absence. It is agreed that an employee may refuse recall to a temporary position which will not last for more than thirty (30) working days, without loss of seniority or recall rights.

Section 4 - When there is an increase in any classification following a layoff; employees with seniority in such classification shall be first offered recall during the period set forth in Section 3 (f) in the order of their seniority to the position from which the employee was laid off

Section 5 - Within sixty (60) days after the execution of this Agreement, and on January 1st thereafter, the Town shall forward to the Union a seniority list containing the names of all employees in the bargaining unit. Should the Union choose to challenge the accuracy of the seniority list, written notice detailing the challenge shall be sent to the Town Manager or his/her designee within ten (10) workdays of receipt of the seniority list. Within ten (10) workdays of receipt of the challenge, the Union's representative shall meet with the Town Manager or his/her designee to resolve the challenge. Challenges to the make-up of subsequent seniority lists may be made only to the extent of the change, if any, from the proceeding seniority list.

## ARTICLE 11

### **HOURS OF WORK**

The regular hours of work each day shall be consecutive, except for interruptions of lunch periods, and will consist of eight (8) working hours plus the appropriate lunch period.

Except for the transfer station and part-time employees, the regularly scheduled workweek shall consist of five (5) consecutive days. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the employer and employee.

## ARTICLE 12

### OVERTIME

Employees covered by this Agreement shall be paid overtime for all hours worked over forty (40) hours in a week. Hours worked shall not include sick time except that the first three sick days per fiscal year shall count as hours worked.

All work performed after twenty-four continuous hours shall be compensated at a rate of double time.

An employee called back to work on the same day after having completed the employee's assigned work and left the place of employment and before the employee's next regularly scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. The employee will be guaranteed a minimum of four (4) hours pay at time and one-half.

The employer shall keep records in each division of the overtime work. In case of a grievance involving such records, they shall be subject to examination by the Union representative or the shop steward with the Assistant Superintendent of the division involved.

A record of the overtime hours worked by each employee shall be posted on the bulletin board monthly. In addition, the Town will maintain a log of overtime hours for spot sanding and will post it where it can be viewed by the Union on a monthly basis.

A. For Sanders only: Overtime shall be issued by seniority list per storm. Said list shall start with the most senior employee and work its way down.

The Town shall attempt to distribute overtime equally and impartially among employees who ordinarily perform such related work in each Department. The Department Head will seek to fill overtime shifts on a voluntary basis. If an insufficient number of employees put in for voluntary overtime, the Department Head will require employees to work overtime on a reverse seniority basis, i.e. most junior unit member selected first. An overtime opportunity refused shall be considered overtime worked for the purposes of equitable rotation of overtime.

The current practice for the assignment of overtime shall be maintained.

**ARTICLE 13**

**WORKING OUT OF CLASSIFICATION**

In any case where an employee is qualified and is temporarily assigned by the Department Head to serve in, accept the responsibility for, and perform the duties of work in a higher class or position, for one (1) full day or more, the base pay rate of the employee will be increased as follows:

<b>Difference Between Current Grade and Higher Grade of <u>Assigned Position</u></b>	<b>Increase to Base Hourly Rate <u>of Employee Assigned</u></b>
1 Grade	\$0.50
2 Grades	\$0.75
3 Grades	\$1.00

**ARTICLE 14**

**UNION REPRESENTATIVES**

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

The above shall be granted reasonable time off during working hours for the investigation and settlement of grievances, with the concurrence of the Highway Department Superintendent and the Municipal Properties Director for Municipal Properties employees. Time off will also be granted to attend meetings of state and national bodies without loss of pay. Such time off should amount to no more than three working days per year.

**ARTICLE 15**

**MEAL PERIODS**

All employees shall be granted a meal period of one-half (1/2) hour's duration during each shift. Whenever possible, the meal period shall be scheduled at the middle of the shift.

Employees shall receive at the end of the year two hundred (\$200.00) dollar stipend for meals.

Meals will normally be furnished between 12 midnight and 1 a.m.

**ARTICLE 16**

**REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Annually, the bargaining unit may choose to have either a fifteen-(15)-minute rest period during each one-half shift or a fifteen-(15)-minute rest period in the morning half of the shift, with the cleanup time before and after lunch and at the end of the day. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work two hours beyond their regular quitting time into the next shift may have the option of taking a one-half (1/2) hour meal break before they work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

**ARTICLE 17**

**HOLIDAYS**

Work holidays shall be observed in accordance with the General Laws of the Commonwealth of Massachusetts.

The following are recognized as work **holidays** by the Town:

New Year's Day	President's Day	Patriot's Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veteran's Day	Thanksgiving
Christmas	Martin Luther King Day	Day after Thanksgiving

Only essential work, as determined by the Department Head, will be schedule on a recognized holiday. Except for work so scheduled, all employees in continuous service will receive the holiday off, with holiday pay, provided the holiday falls on a regularly scheduled work day for the employee. Except for employees not normally scheduled to work Monday through Friday, a holiday falling on a Saturday will be observed on Friday and a holiday falling on a Sunday will be observed on a Monday. If a holiday falls on a scheduled day off, an employee in continuous service will be given an additional day off at the convenience of the department. Holiday pay is computed in the same manner as vacation pay as set forth in Article 16(e).

When a holiday falls on the employee's regularly scheduled work day and the employee is required to work, the employee shall be paid holiday pay plus 1 1/2 times regular pay. An employee who receives holiday compensatory time must use the time off within thirty (30) days.

The Town and the Union shall enter into a side letter to pay any employee for all accrued holiday compensatory time. After the execution of the collective bargaining agreement the employee must take any future holiday compensatory time within thirty (30) days.

In order to be eligible to receive holiday pay, the employee must have actually worked the employee's last scheduled work day prior to the holiday and the employee's first scheduled work day following the holiday, unless on vacation leave or otherwise absent with the prior permission of the employee's supervisor.

An employee who is called out to work on Thanksgiving Day, Christmas Day or New Year's Day shall receive two times his regular rate of pay for a minimum of 4 hours.

## **ARTICLE 18**

### **VACATIONS**

Whenever possible, priority of selection of vacation shall be based upon the length of full-time service in the bargaining unit; that is, the principle of seniority with regard to vacations shall apply as long as it does not impair the efficiency of the department, and shall be subject to the final approval of the Superintendent of the Highway Department of the Town and Municipal Properties Director for Municipal Properties employees. It is the intent of this paragraph that the efficiency of the department be unimpaired by vacations, and nothing in the Agreement shall be construed as limiting the discretion of the Superintendent of the Highway Department and Municipal Properties Director in setting up the schedule of vacations.

All selection for vacation periods shall be submitted at least 3 weeks prior to the time period requested. This time period may be waived by the Department Head.

#### **Vacations with Pay:**

All employees in continuous service, except those for whom other provisions are made in the laws of the Commonwealth, will accrue vacation leave from the first day of employment based upon the following schedule.

- (a) Vacation leave of two weeks per year will begin to accrue to any employee who has been employed less than four years at the time of their anniversary.
- (b) Vacation leave of three weeks per year shall begin to accrue to any employee who will have been employed less than 9 years and greater than 3.99 years at the time of their anniversary.
- (c) Vacation leave of 4 weeks per year shall begin to accrue to any employee who has been employed less than 19 years and greater than 8.99 years at the time of their anniversary.
- (d) Vacation leave of 5 weeks will begin to accrue to any employee who has been employed by the Town for at least 19 years at the time of their anniversary.
- (e) Vacation pay is computed as follows:

- (f) The number of hours that the employee is regularly scheduled to work times the employee's basic hourly rate of pay (or the hourly equivalent for employees paid on a salary basis.)
- (g) Vacation shall be granted by the Department Heads at such time, as in their opinion will cause the least interference with the performance of the regular work of the department, but take into account, as far as possible, the preferences of the individual employee. If a holiday falls within the vacation period of an employee, the employee shall be granted an additional day of vacation. No employee may be required or permitted to forego his vacation and receive extra pay in lieu thereof.
- (h) Upon the death of an employee who is eligible for a vacation under the provision of this section, payment shall be made to the estate of the deceased in the amount equal to the vacation accrued.
- (i) Employees who are eligible for vacation under these rules and who resign are terminated or by retirement, or entrance into the armed forces, shall be paid an amount equal to the vacation allowance earned, and not granted.
- (j) Absences on account of sickness in excess of that authorized under the rules therefore or for personal reasons not provided for under sick leave may, at the discretion of the department head, be charged to vacation leave.
- (k) The maximum amount of accrued vacation that an employee may accumulate is 150% of the applicable amount as determined by Sections (a) through (d) of Article 18.

## ARTICLE 19

### SICK LEAVE

#### PAYMENT DUE TO ABSENCE ON ACCOUNT OF ILLNESS

(a) Non Occupation Sick Leave

All regular full-time employees shall be credited with one and on quarter (1 1/4) days of sick leave upon the completion of each month of service (or major until the June fraction of a month). All regular part-time employees who are regularly scheduled to work 20 hours or more per week will earn sick leave on a pro-rata basis. Sick leave not used may be allowed to accumulate and be available for use, if necessary. This sick leave credit shall not exceed a maximum of one hundred and twenty (120) days. For each day accumulated at the start of a single, continuous, prolonged illness a regular full time employee or a regular part-time employee may receive three (3) days sick leave, if necessary, up to a maximum of one hundred days on recommendation of the department head, with a written statement from the employee's doctor of the nature of the illness and the probable duration thereof, with the approval of the Town Manager or his/her designee. Sick leave may be used only for illness or injury to the employee, and only while in the employ of the Town. No sick leave accumulations may be

considered as a basis for payment upon termination of employment. In order to be eligible to be granted sick leave, the employee must notify the department head or assistant department head of expected incapacity within 15 minutes of the scheduled starting time on the first day of absence, stating the nature of the sickness or injury, time expected to be incapacitated and expected return to work. If the department head or assistant department head is not available, the employee should leave a detailed message for one of them at the highway garage for highway employees or the municipal properties' office for municipal property employees regarding their sickness and expected availability within the same time period. If an employee's expected return date changes, the employee must call the department head or assistant department head as soon as possible to inform him of the change. The supervisor is expected to check on such absences and to check with the doctor, and to obtain the doctor's certificate if in the supervisor's judgment the situation demands such certification.

Employees in the Cemetery Department now covered by this collective bargaining agreement shall carry over their accrued sick leave. Length of service by the Cemetery Workers with the Town shall count for accrual of sick leave and vacation.

(b) Worker's Compensation

Each employee covered under Worker's Compensation Law shall be entitled to the benefits and be subject to the provisions of General Laws, Chapter 152 as amended. Sickness or injury arising out of, and in connection with, the service to the Town, and for which Worker's Compensation is payable, shall be granted the difference between Workman's Compensation payments and the regular straight time rate of pay on the same basis as that set forth in subsection (a). Non Occupational Sick Leave, as detailed in this previous subsection.

In the event such payments are made to an employee, the employee's sick leave accrual may be debited to such amounts as the Director of Human Resources determines to be equitable in relation to such payments. A regular employee receiving worker's compensation benefits will continue to accrue sick and vacation days for the first one hundred and eighty five (185) calendar days he is out on workers' compensation leave in a fiscal year.

- (c) Employees are expected not to abuse their sick leave and use it only for legitimate illness.

## **ARTICLE 20**

### **JURY DUTY**

An employee called for jury duty on days falling within his usual work period for the Town shall be paid for those days the difference between the compensation he would have received from the Town and for fees exclusive of travel allowance for such services. Upon returning to work, an employee should provide to his Department Head the official notice from the Commonwealth of having completed jury service.

**ARTICLE 21**

**FUNERAL LEAVE**

Payment will be made for lost time up to three (3) days because of the death of parent, spouse, child, sister, brother, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle.

Individual consideration may be given by the Town Manager or his/her designee for longer absences, or for absences because of the death of any relative for whose care and support the individual is primarily responsible.

**ARTICLE 22**

**PERSONAL LEAVE**

Employees shall be granted time off with the concurrence of the Department Head for which they will be paid at their normal rate to conduct personal business. Such personal business shall not exceed three (3) working days in any one fiscal year. Personal leave is not to be carried over to the next fiscal year. Personal leave is not payable upon termination from employment.

**ARTICLE 23**

**LEAVE OF ABSENCE**

Except as otherwise provided in the agreement, all leaves of absence shall be without compensation and may be taken only with consent of the Department Head and the approval of the Town Manager or his/her designee. Said leaves of absence shall not be unreasonably denied and shall be subject to the grievance and arbitration procedure. The Town agrees to apply the terms of this Agreement in the manner consistent with the terms of the Family Medical Leave Act.

**ARTICLE 24**

**UNIFORMS AND PROTECTIVE CLOTHING**

If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, foul weather gear or protective devices shall be furnished to the employee by the employer; the cost of maintaining the uniform or protective clothing in proper working condition (including tailoring, dry cleaning and laundering) shall be paid by the employer. The Department Head will post the required uniform and protective clothing for each job classification and season. Employees shall be subject to discipline for failure to wear posted and required uniform and protective clothing provided, employees will not be disciplined for reasonable deviation of uniform requirements

due to extenuating circumstances such as weather or safety issues. The Town will provide 13 sets of rented uniform pants (13 shirts and sets of rented pants for mechanic) per each employee. The Town will maintain uniform pants in proper working condition. Other uniform components, (i.e. sweatshirt), shall be supplied by the Town and shall be properly maintained by the employee. The Town shall solicit reasonable proposals on uniform preferences from a committee of employees. The Town shall attempt to implement the Committee's suggestions if cost effective. The selection of uniforms shall not be subject to grievance and arbitration.

The Town shall provide to each employee two season appropriate jackets to be replaced as needed. The Town shall also reimburse upon submission of receipt the first \$175 for each pair of safety shoes up to two pairs per employee annually. Employees who have no need for safety shoes for the performance of their work are not covered by this clause.

The employer agrees to provide all materials, equipment, tools and license fees required to maintain their current classification and perform the duties assigned to the employee covered by this Agreement.

## **ARTICLE 25**

### **LABOR AND MANAGEMENT MEETINGS**

The Union shall designate a standing committee of two (2) employees of the Union whose rates and conditions of employment are covered by the Agreement, which committee may, at the request of either party, meet with the respective Department Head from time to time for the purpose of discussing matters coming within, or out of, the scope of this Agreement, such meetings shall be held at times and places convenient to both parties.

The party requesting the meeting shall submit to the other party at the time of the request an agenda of matters to be discussed.

There shall be no deduction in pay for Union Personnel attending meetings with department officials while settling personnel matters. The department head shall notify, or cause notice to be given to, all person affected. Failure to do so shall in no way affect the pay of the employee or his/her right to attend such meetings.

## **ARTICLE 26**

### **HOSPITALIZATION AND SURGICAL INSURANCE**

For permanent full time employees and permanent part-time employees whose regularly established workweek is 20 hours or more, effective July 1, 2011, the Town shall bear 50% of the cost of any indemnity or PPO plan offered by the Town or the equivalent health insurance policy. Effective June 30, 2012 the Town shall pay 75% of the cost of the premium for any HMO plan offered by the Town or other plans offered under paragraph 4 of Article 26. The

75/25% premium split shall remain in effect until otherwise negotiated. The Unit member's 50% or 25% share of the premium, whichever is applicable, shall be deducted from the Unit member's salary on a pre-tax basis. Any employee on the indemnity plan or PPO plan will be responsible to pay the excise tax under the Affordable Care Act when the tax becomes effective.

AFSCME agrees to participate in the Insurance Advisory Committee to discuss health and dental insurance should the Town convene said committee. In the event that an agreement is reached requiring unit members to pay a higher insurance premium contribution, then the Local Union has the right to re-open the contract for the limited purpose of negotiating a salary increase prior to the implementation of any increased insurance premium contribution.

The Union agrees to participate in an informal coalition bargaining when and if the Town of Acton can establish such an informal committee.

The Town shall have the right to offer a health insurance plan or other fringe benefit in addition to those currently offered without the obligation to bargain further with the Union. The existing plans will continue to be available. Participation in the new plan(s) will be at the option of the employee.

Members of the bargaining unit shall be eligible for the following benefits the cost of which is paid 100% by the employee:

AFLAC- Hospitalization, Cancer, Vision, Catastrophic and Accident Insurances

Dearborn National- Short Term Disability

Allstate- Short Term Disability and Cancer Expense Insurance

Allstate- Permanent Life

Genworth Life- Long Term Care

Great West SMART Plan- 457 Plan

Assurant-Dental

Boston Mutual-Voluntary Life Insurance

Flexible Spending Accounts for Health and Dependent Care

#### Opt Out Benefit

Employees who decline to participate in the Group Health Insurance Plans offered by the Town shall receive a health insurance opt out benefit if they meet eligibility requirements:

The employee must be an active employee and must have coverage under another plan for him/herself, spouse and dependents.

The employee shall execute on a form prescribed by the Treasurer, written notice to the Treasurer stating that he/she, his/her spouse and any dependents are otherwise insured for health and medical insurance in a plan not financed in any part by the taxpayers of the Town of Acton. The Opt Out Benefit shall be \$4000.00 for an employee opting out of family plan coverage and \$2000.00 for an employee opting out of individual plan coverage. Such amounts will be paid on a pro-rata basis in each paycheck.

Loss of Insurance: If an employee who withdraws from group health insurance coverage offered by the Town ceases to be covered by an insurance policy not financed by the Town, the employee shall not be eligible for insurance offered by the Town until the next open enrollment date or unless as provided by state or federal law.

Any benefit paid to the employee pursuant to this section shall be ratably reduced and any portion of the benefit paid which are allocable to periods of employment after such insurance coverage has been reinstated may be recovered by the Town. Such repayment may be recouped by the Town by payroll deduction in the next pay period.

#### Master Health Plus

Employees who become members of the bargaining unit after the execution of this Memorandum of Agreement shall be ineligible for Master Health Plus coverage.

### ARTICLE 27

#### **GROUP LIFE INSURANCE**

In accordance with Chapter 32B of the General Laws, as amended, the terms of the insurance contract, all permanent full-time employees and all permanent part-time employees whose regular established work week is twenty hours or more, who shall have completed six (6) months of continuous service for the Town shall be provided with group life insurance coverage not to exceed \$15,000 of which the Town will pay 50% of the premium and the employee the other 50%.

### ARTICLE 28

#### **SAFETY COMMITTEE CODE**

A Safety Committee composed of two (2) representatives of the Town and two (2) Union personnel annually elected or appointed by the Union shall be created. Said Committee shall appoint its own chairman and meet regularly to review safety practices. It may draw up a safety code which both parties to this Agreement agree to enforce.

**ARTICLE 29**

**CLASSIFICATION PLAN AND PAY RATES**

1. Classification Plan

<b>Class-Title</b>	<b>Grade</b>
Laborer	A-2
Building Maintenance Person	A-2
Truck Driver/Skilled Laborer	A-3
Groundskeeper	A-3
Cemetery Worker/Skilled Laborer	A-3
Equipment Maintenance Person	A-4
Light Equipment Operator (e.g. Sweeper, Catch Basin Truck, Shovel Dozer)	A-4
Arborist/Senior Groundskeeper	A-5
Heavy Equipment Operator (e.g. Dozer, Grader, Backhoe, Loader Sno-go, Tractor Trailer)	A-5
Crew Leader	A-6
Equipment Repair Person	A-7
Head Mechanic	A-8

The Town agrees that there shall be at least three crew leaders: One at the transfer station, one as leader of the road crew, and one as Municipal Properties crew leader. Also at least 3 A-5 positions will be filled and one A-8 position.

2. Snow Plowing Stipend

Employees will be eligible for a snow plowing and sanding stipend of \$50.00 per person, per storm. The snow plowing stipend will be paid when the snowfall is plowable and sufficient for the work to last for a least four hours outside of normal duty hours for the initial plowing of snow from the streets and sidewalks.

Wages: Attachment A Wage Schedule shall be increased as follows:

July 1, 2015 2%

July 1, 2016 2.5%

July1, 2017 2.5%

Cemetery Worker/Skilled Laborer at the top step will remain red circled at salary of (\$54,356) until the annual salary of the Groundskeeper in Attachment A equals the

current salary of the Cemetery Worker/Skilled Laborer. Each year of the agreement in which the Cemetery Worker/Skilled Laborer is red circled employees in that position at top step shall receive the lump sum payment based upon the following formula set out below. The wage payment shall be paid bi-weekly. The lump sum payment will be recalculated based upon the agreed upon COLA for that fiscal year.

FY 2016:  $\$54,346 \times .02 = \$1087.12$   $\$1087/26 = \$41.81$  per each pay period.

The overtime regular rate for the Cemetery Worker/Skilled Laborer who is red circled will be calculated by including the lump sum payment.

Cemetery employees not at top step will not be red circled. Employees will move through steps on the Wage Schedule according to their length of service. Employees moving on the Wage Schedule will not receive the lump sum payment.

### ARTICLE 30

#### **PERSONNEL RECORDS**

1. A copy of any written statement or report which is of critical or unsatisfactory nature concerning an employee made by a member of management or of a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who shall certify in writing that he/she has read it. If the employee refuses to sign such a statement, the supervisor or other person in whose presence the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter.
2. No action shall be taken by the employer based solely on such statement or report unless it appears in the file that in accordance with above procedure, the employee read or had the opportunity to read the statement or report, provided however that such record may be retained in the file and may be considered in any subsequent action if the record then shows that the employee has read the statement or report.
3. The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

**ARTICLE 31**

**MERIT PAY**

All employees shall be formally reviewed annually during the month of May. Any merit pay shall be awarded during the first full pay period of June. Informal reviews may be conducted at the discretion of the department head, during the month of December or as needed. Employees will be advised in December if the employee is performing at a level lower than the previous year's standard.

The merit payment shall be awarded to employees subject to the following conditions:

1. Annual payment shall be included in regular pay check.
2. An employee aggrieved by the award of merit pay may have an appeal to his/her department head and the Town Manager or designee.
3. The formal performance review sheet shall be signed by the employee after discussion with the department head and made a part of that employee's permanent personnel record. If an employee refuses to sign the review, a note to that respect shall be made on the form, and it shall then be inserted into that employee's permanent personnel record.
4. Employees shall be rated in the following categories and shall be awarded the corresponding sums:

(        )	Exceptional	\$700.00
(        )	Exceeds Job Requirements	\$500.00
(        )	Meets Job Requirements	\$100.00

**ARTICLE 32**

**LONGEVITY**

All employees will be eligible for annual longevity payments, calculated on their normal base pay, and will be paid in a separate check on the first pay period after July 1st for each year of continuous service that will be attained during that fiscal year. The amounts to be paid will be as follows:

5 years \$300	15 years \$900
10 years \$600	20 years \$1200

This amount will be paid on the second pay period of July and is subject to all applicable withholding.

## ARTICLE 33

### MISCELLANEOUS PROVISIONS

1. Bulletin Board - Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin board for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.
2. All regular part-time and full-time vacancies will be posted for a minimum of five (5) days before any external recruiting to allow employees an opportunity to submit resumes to the Town Manager or his/her designee's office. Notice of vacancies will be posted in the Town Hall, Police Station, Fire Stations and Library, and sent to each department head. Each job posting will include a brief job description, minimum qualifications, salary range, and due date for receipt of applications.
3. Should any provisions of this Agreement be found to be in violation of any federal or state law or civil service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
4. The Town shall not require as a condition of employment that any employee on the payroll as of July 1, 1977 to reside in the Town.
5. No discrimination - the Parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such person shall receive the full protection of this Agreement. Grievances alleging a violation of this section may be processed only to the Board of Selectmen.
6. Access to Premises - the employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or State Council #93, and/or Local 1703, to enter the premises at any time for individual discussion of working conditions with employees, provided permission is granted by the Department Head or any other management person who is in charge. Permission will not be unreasonable withheld.
7. In the event an employee reports to work at his/her regularly scheduled time and is sent home for lack of work, the employee shall be paid for eight (8) hours at the rate to which the employee would be entitled for the shift.
8. Work normally performed by members of the bargaining unit will continue to be done by such personnel except: (1) When, in the judgment of the Town, the work in question can be more economically or efficiently done by others. (2) When, in the judgment of the Town, performance of work by bargaining unit members will cause either their unavailability during their regular shift or reasonably impair their ability to properly and safely perform their duties. Notwithstanding the above, employees desiring to perform snow removal work on an overtime basis will be permitted to do so, provided only that they satisfy the standards in exception (2). With respect to all of the foregoing, the judgment of the Town shall not be arbitrarily or capriciously exercised.

9. Employees shall not smoke in Town vehicles or buildings.
10. Employees shall not smoke e-cigarettes in Town vehicles or buildings.
11. Employees, consistent with the Town by-law, shall not drink or possess an unsealed container of any alcoholic beverage on Town property, vehicle or building.

#### **ARTICLE 34**

##### **DURATION**

**EFFECTIVE DATE:** This Agreement shall be effective July 1, 2015

**TERMINATION DATE:** The Agreement shall remain in effect through June 30, 2018.

**CHANGES:** Should either party to the 2015-2018 Agreement wish to inaugurate collective bargaining negotiations over changes they may wish to introduce into this Agreement, written notice indicating that negotiations are sought should be mailed to the authorized parties' signatory to this Agreement prior to one hundred eighty (180) days before termination date of this Agreement. Nothing in this Article shall preclude the Union or the Town from modifying any previous proposals during the course of negotiations.

**RENEWAL:** Should neither party to this Agreement send notice of termination as described in the immediately preceding paragraph this Agreement will be considered to have been automatically renewed for another calendar year.

Except as amended hereby, said Agreement shall remain in full force and effect, subject to all terms and conditions set forth herein.

#### **ARTICLE 35**

##### **AMERICANS WITH DISABILITIES ACT**

The Town and the Union recognize their responsibilities under the Americans with Disabilities Act (ADA). Accordingly, the Union recognizes that it may be necessary to make reasonable accommodations for an employee who has a disability within the meaning of the statute.

#### **ARTICLE 36**

##### **FAMILY MEDICAL LEAVE ACT**

**Eligibility:** All full and part-time employees who have been employed by the Town for at least twelve months, not necessarily consecutively, and have worked a minimum of 1,250 hours during the immediately preceding twelve months and have not taken 12 weeks of FMLA during the

last twelve months are eligible for a leave of absence under this policy. Employees who go out on non-work related sick or injury leave will have their leave charged to Family and Medical Leave as soon as it is known that their leave will exceed two weeks.

FMLA Leave Requests: An FMLA leave request form is available in Human Resources. The information provided in the request will be used to determine eligibility.

Foreseeable: If an employee's need for FMLA leave is foreseeable, requests for leave under the FMLA must be submitted thirty days prior to the leave, or, as much notice as is practical under the circumstances. Such requests should include the employee's reason for requesting the leave as well as its anticipated timing and duration.

Unforeseeable: If an employee's need for FMLA leave, or its approximate timing is not foreseeable, the employee is expected to give his or her supervisor notice as soon as possible under the circumstances. Ordinarily, such notice should be provided within one or two working days after the employee learns of the need for leave.

Employee Notice Requirements: An employee requesting leave will receive notice of approval of FMLA leave as soon as possible after Human Resources has been provided sufficient documentation to determine eligibility. Unless there are extenuating circumstances, the employee will receive notice no later than two business days after the start of the leave.

Employees who are placed on FMLA leave without a request will be notified as soon as possible after the Town learns that they will be out sick for more than two calendar weeks.

Medical Certification Requirements: Any employee requesting a leave based on medical conditions must submit a Medical Certification Form to Human Resources supporting the employee's need for leave within fifteen days after requesting the leave. Employees should contact Human Resources as soon as their need for a medically related leave is determined to obtain the Town's Medical Certification Form.

Upon request of the Town, a doctor's statement must be submitted while an employee is on family or medical leave in order to certify the employee's continuing need for leave. A doctor's statement will also be required if an employee requests an extension of leave or there is a significant change in circumstances related to the employee's need for leave.

As a condition of returning to work, an employee who has been on medical leave for other than normal childbirth, must present a doctor's statement certifying that the employee is well enough to return to work.

Duration of Leave: Eligible employees may take a maximum of twelve weeks of leave during any twelve month period. The leave period will be a "rolling" twelve month period measured from the requested start date of the leave to the end date of the prior FMLA leave or twelve months, whichever is less.

Types of Leave, Use of Paid Time Off, and Benefits: There are two types of leave authorized under the FMLA, Family and Medical. The conditions required for the leaves and the different use of paid time off and benefits follow.

Family Leave: May be granted to care for the employee's child within one year of the birth or placement for adoption or for foster care, or to care for a child, spouse, or parent with a serious health condition.

Paid Time Off: Accrued vacation leave will be used for employees who take Family Leave.

Unpaid Time Off: Should the duration of the leave exceed their accrued vacation leave, they will be on unpaid leave and will be responsible for their portion of health, life or any other insurance.

Accruals and Holidays: Employees will not accrue sick and vacation time after using their paid time off. Holidays will not count as a day of leave.

Medical Leave: Granted to employees to allow for recovery from, or treatment of their own serious health condition which makes the employee unable to perform his or her job. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care as defined in 29 CFR 825.114 or continuing treatment by a health care provider as defined in 29 CFR 825.115; to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the covered service member; because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent, is a military member on covered active duty or has been notified of an impending call or order to covered active duty status.

Paid Leave: Accrued sick leave will be used for employees who take Medical Leave. Should the duration of the medical leave exceed their accrued sick leave, they will be allowed to use their accrued vacation leave.

Unpaid Leave: Should the duration of the medical leave exceed their total accrued sick and vacation paid time off, they will be placed on unpaid leave. They will be responsible for their portion of health, life or any other insurance while on unpaid leave.

Medical Extensions: An eligible employee who has taken the full twelve weeks of leave to which he or she was entitled under this policy may apply for an extension of up to sixteen weeks if qualified under Article 17, Sick Leave.

Accruals and Holidays: Employees will not accrue sick and vacation time after using their paid time off. *Holidays will* not count as a day of leave.

Return to Work: The purpose of the Family Medical Leave Act was to preserve an employee's job when absence is required due to the specified reasons. The underlying assumption made was that the employee would be returning to work.

Communication: An employee on Family or Medical Leave is expected to report periodically to the employee's supervisor on his or her status and intent to return to work.

The Town will make every effort to restore all employees on leave to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Conflict Between Agreement and Family and Medical Leave Act: To the extent there is a conflict between the terms of this Agreement and the Family and Medical Leave Act or the regulations adopted to implement the Act, the Act and regulations will prevail.

## ARTICLE 37

### **POLICY AGAINST SEXUAL HARASSMENT**

#### **I. Introduction**

It is the goal of the Town to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by this organization. Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

#### **II. Definition Of Sexual Harassment**

In Massachusetts, the legal definition for sexual harassment is this: "sexual harassment" (means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity) of the conduct and its pervasiveness:

- \*Unwelcome sexual advances -- whether they involve physical touching or not;
- \*Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- \*Displaying sexually suggestive objects, pictures, cartoons;
- \*Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- \*Inquiries into one's sexual experiences; and,
- \*Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by this organization.

### III. Complaints of Sexual Harassment

If any of our employees believes that he or she has been subjected to sexual harassment, the employee has the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting the Director of Human Resources. This person is also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

### IV. Sexual Harassment Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent

practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate we will also impose disciplinary action.

V. Disciplinary Action

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

VI. State and Federal Remedies

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 180 days; MCAD - 6 months).

1. The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.
2. The Massachusetts Commission Against Discrimination ("MCAD") Boston Office: One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 727-3990. Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103, (413) 739-2145. Worcester Office: 22 Front Street, Fifth Floor, PO Box 8038, Worcester, MA 01641, (508) 799-6379.

**ARTICLE 38**

**DISCIPLINE AND DISCHARGE**

No employee who has completed his/her six (6) month probationary period shall be suspended or disciplined except for just cause. Employees hired after the execution of the Memorandum of Agreement shall be subject to a one year probationary period.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2 day of Dec, 2016.

FOR:  
THE TOWN OF ACTON  
BY ITS TOWN MANAGER



Steve L. Ledoux

FOR:  
AMERICAN FEDERATION OF STATE  
COUNTY, AND MUNICIPAL EMPLOYEES  
AFL-CIO, MASSACHUSETTS .STATE  
COUNCIL #93, Local 1703



---

---

**ATTACHMENT A  
WAGE SCHEDULES**

FY16

11/20/2015 08:44 TOWN OF ACTON  
9690spie SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC PERIODS	HRS/ DAY	DAYS/ PERIOD	HRS/ PERIOD	DAYS/ YEAR	USE PCT
07/01/2015	06	A1	FY16 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	2080.00	N
Change was made by 2.0000%											
No Dollar amount used.											
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY						
00	0.0000	0.0000	0.0000	0.00	0.00						
01	0.0000	19.4413	155.5300	1,555.30	40,437.80						
02	0.0000	20.0249	160.1990	1,601.99	41,651.74						
03	0.0000	20.6193	164.9540	1,649.54	42,888.04						
04	0.0000	21.2454	169.9630	1,699.63	44,190.38						
05	0.0000	21.8821	175.0570	1,750.57	45,514.82						
06	0.0000	22.5295	180.2360	1,802.36	46,861.36						
07	0.0000	23.2172	185.7380	1,857.38	48,273.94						
08	0.0000	23.9088	191.2700	1,912.70	49,730.2						

07/01/2015 06 AFSCME A2  
Change was made by 2.0000%

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC PERIODS	HRS/ DAY	DAYS/ PERIOD	HRS/ PERIOD	DAYS/ YEAR	USE PCT
07/01/2015	06	A2	FY16 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	2080.00	N
Change was made by 2.0000%											
No Dollar amount used.											
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY						
00	0.0000	0.0000	0.0000	0.00	0.00						
01	0.0000	20.0249	160.1990	1,601.99	41,651.74						
02	0.0000	20.6193	164.9540	1,649.54	42,888.04						
03	0.0000	21.2454	169.9630	1,699.63	44,190.38						
04	0.0000	21.8821	175.0570	1,750.57	45,514.82						
05	0.0000	22.5295	180.2360	1,802.36	46,861.36						
06	0.0000	23.2086	185.6690	1,856.69	48,273.94						
07	0.0000	23.9084	191.2670	1,912.67	49,729.42						
08	0.0000	24.6228	196.9820	1,969.82	51,215.32						

07/01/2015 06 AFSCME A3  
Change was made by 2.0000%

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC PERIODS	HRS/ DAY	DAYS/ PERIOD	HRS/ PERIOD	DAYS/ YEAR	USE PCT
07/01/2015	06	A3	FY16 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	2080.00	N
Change was made by 2.0000%											
No Dollar amount used.											
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY						
00	0.0000	0.0000	0.0000	0.00	0.00						
01	0.0000	20.6193	164.9540	1,649.54	42,888.04						
02	0.0000	21.2454	169.9630	1,699.63	44,190.38						
03	0.0000	21.8821	175.0570	1,750.57	45,514.82						
04	0.0000	22.5295	180.2360	1,802.36	46,861.36						
05	0.0000	23.2086	185.6690	1,856.69	48,273.94						
06	0.0000	23.9090	191.2720	1,912.72	49,730.72						
07	0.0000	24.6263	197.0100	1,970.10	51,222.60						
08	0.0000	25.3674	202.9390	2,029.39	52,764.14						

*Handwritten notes:*  
12/16/15  
SIP/12/15



11/20/2015 08:44  
9690sp1e

TOWN OF ACTON  
SALARY TABLES

P 3  
| pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	06	AFSCME A7	FY16 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	250.00	N
Change was made by 2.0000%													
NO Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	23.2086	185.6690	1,856.69	48,273.94								
02	0.0000	23.5090	191.2720	1,912.72	49,730.72								
03	0.0000	24.6200	196.9600	1,969.60	51,209.60								
04	0.0000	25.3629	202.9030	2,029.03	52,754.78								
05	0.0000	26.1269	209.0150	2,090.15	54,343.90								
06	0.0000	26.9122	215.2980	2,152.98	55,977.48								
07	0.0000	27.7163	221.7300	2,217.30	57,649.80								
08	0.0000	28.5498	228.3980	2,283.98	59,383.48								

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2015	06	AFSCME A8	FY16 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	250.00	N
Change was made by 2.0000%													
NO Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY								
00	0.0000	0.0000	0.0000	0.00	0.00								
01	0.0000	23.5090	191.2720	1,912.72	49,730.72								
02	0.0000	24.6200	196.9600	1,969.60	51,209.60								
03	0.0000	25.3629	202.9030	2,029.03	52,754.78								
04	0.0000	26.1269	209.0150	2,090.15	54,343.90								
05	0.0000	26.9122	215.2980	2,152.98	55,977.48								
06	0.0000	27.7187	221.7500	2,217.50	57,655.00								
07	0.0000	28.5496	228.3890	2,283.89	59,381.14								
08	0.0000	29.4066	235.2530	2,352.53	61,165.78								

\*\* END OF REPORT \*\* Generated by Susan Pierce \*\*



11/20/2015 08:42  
9690spie

TOWN OF ACTION  
SALARY TABLES

P 2  
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS YEAR	HRS/ DAY	HRS/ PERIOD	DAYS/ YEAR	USE PCT		
07/01/2016	06	AFSCME A4	FY17 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	10.00	2080.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00	0.00							
01	0.0000	21.7765	174.2120	1,742.12	1,742.12	45,295.12							
02	0.0000	22.4292	179.4340	1,794.34	1,794.34	46,552.84							
03	0.0000	23.0927	184.7420	1,847.42	1,847.42	48,032.52							
04	0.0000	23.7888	190.3100	1,903.10	1,903.10	49,480.60							
05	0.0000	24.5067	196.0540	1,960.54	1,960.54	50,974.04							
06	0.0000	25.2355	201.8840	2,018.84	2,018.84	52,489.84							
07	0.0000	25.9991	207.9930	2,079.93	2,079.93	54,078.18							
08	0.0000	26.7753	214.2020	2,142.02	2,142.02	55,692.52							

07/01/2016 06 AFSCME A5  
Change was made by 2.5000%

07/01/2016 06 AFSCME A5  
Change was made by 2.5000%

No Dollar amount used.

07/01/2016 06 AFSCME A5  
Change was made by 2.5000%

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY						
00	0.0000	.0000	0.0000	0.00	0.00	0.00						
01	0.0000	22.4292	179.4340	1,794.34	1,794.34	46,652.84						
02	0.0000	23.0927	184.7420	1,847.42	1,847.42	48,032.52						
03	0.0000	23.7888	190.3100	1,903.10	1,903.10	49,480.60						
04	0.0000	24.5067	196.0540	1,960.54	1,960.54	50,974.04						
05	0.0000	25.2355	201.8840	2,018.84	2,018.84	52,489.84						
06	0.0000	25.9970	207.9760	2,079.76	2,079.76	54,073.76						
07	0.0000	26.7775	214.2200	2,142.20	2,142.20	55,697.20						
08	0.0000	27.5803	220.6420	2,206.42	2,206.42	57,366.92						

07/01/2016 06 AFSCME A6  
Change was made by 2.5000%

07/01/2016 06 AFSCME A6  
Change was made by 2.5000%

No Dollar amount used.

07/01/2016 06 AFSCME A6  
Change was made by 2.5000%

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY						
00	0.0000	.0000	0.0000	0.00	0.00	0.00						
01	0.0000	23.0927	184.7420	1,847.42	1,847.42	48,032.52						
02	0.0000	23.7888	190.3100	1,903.10	1,903.10	49,480.60						
03	0.0000	24.5067	196.0540	1,960.54	1,960.54	50,974.04						
04	0.0000	25.2355	201.8840	2,018.84	2,018.84	52,489.84						
05	0.0000	25.9970	207.9760	2,079.76	2,079.76	54,073.76						
06	0.0000	26.7801	214.2410	2,142.41	2,142.41	55,702.66						
07	0.0000	27.5773	220.6180	2,206.18	2,206.18	57,360.68						
08	0.0000	28.4062	227.2500	2,272.50	2,272.50	59,085.00						

11/20/2015 08:42  
9650spie

TOWN OF ACTON  
SALARY TABLES

P | pmgrstep 3

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2016	06	A7	FY17 AFSOME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	80.00	2080.00	260.00	N
Change was made by 2.5000%												
0 Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY	ANNUAL SALARY			
00	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00			
01	0.0000	23.7888	190.3100	196.0540	1.90310	1,903.10	49,480.60	49,480.60				
02	0.0000	24.5067	201.8840	207.9760	2.01884	2,018.84	52,489.84	52,489.84				
03	0.0000	25.2355	214.2410	220.6800	2.14241	2,142.41	55,702.66	55,702.66				
04	0.0000	26.7801	227.2740	234.1080	2.27274	2,272.74	59,091.24	59,091.24				
05	0.0000	27.5850	234.1080	241.1340	2.34108	2,341.08	60,868.08	60,868.08				
06	0.0000	28.4092										
07	0.0000	29.2635										
08	0.0000											

07/01/2016 06 AFSOME A8  
Change was made by 2.5000%  
NO Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY	ANNUAL SALARY			
00	0.0000	0.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00			
01	0.0000	24.5067	196.0540	201.8840	1.96054	1,960.54	50,974.04	50,974.04				
02	0.0000	25.2355	207.9760	214.2410	2.07976	2,079.76	54,073.76	54,073.76				
03	0.0000	26.7801	220.6800	227.2740	2.14241	2,142.41	55,702.66	55,702.66				
04	0.0000	27.5850	234.1080	241.1340	2.20680	2,206.80	57,376.80	57,376.80				
05	0.0000	28.4092			2.27294	2,272.94	59,095.44	59,095.44				
06	0.0000	29.2635			2.34098	2,340.98	60,865.48	60,865.48				
07	0.0000	30.1418			2.41134	2,411.34	62,694.84	62,694.84				
08	0.0000											

\*\* END OF REPORT - Generated by Susan Pierce \*\*

FY18

08/12/2016 15:17  
9690jnor

TOWN OF ACTON  
SALARY TABLES

P 1  
pmgrstep

EFF. DATE	GROUP/BU	GRADE/RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	06 AFSCME	A1	FY18 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	20.4255	163.4040	1,634.04	42,485.04							
02	0.0000	21.0386	168.3090	1,683.09	43,760.34							
03	0.0000	21.6632	173.3060	1,733.06	45,059.56							
04	0.0000	22.3209	178.5670	1,785.67	46,427.42							
05	0.0000	22.9899	183.9190	1,839.19	47,818.94							
06	0.0000	23.6700	189.3600	1,893.60	49,233.60							
07	0.0000	24.3925	195.1400	1,951.40	50,736.40							
08	0.0000	25.1192	200.9540	2,009.54	52,248.04							

07/01/2017 06 AFSCME A2  
Change was made by 2.5000%

FY18 AFSCME H HOURLY B BIWEEKLY 02 26.0000 8.00 10.00 2080.00 260.00 N

Change was made by 2.5000%  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	21.0386	168.3090	1,683.09	43,760.34							
02	0.0000	21.6632	173.3060	1,733.06	45,059.56							
03	0.0000	22.3209	178.5670	1,785.67	46,427.42							
04	0.0000	22.9899	183.9190	1,839.19	47,818.94							
05	0.0000	23.6700	189.3600	1,893.60	49,233.60							
06	0.0000	24.3835	195.0680	1,950.68	50,717.68							
07	0.0000	25.1188	200.9500	2,009.50	52,247.00							
08	0.0000	25.8694	206.9550	2,069.55	53,808.30							

07/01/2017 06 AFSCME A3  
Change was made by 2.5000%

FY18 AFSCME H HOURLY B BIWEEKLY 02 26.0000 8.00 10.00 2080.00 260.00 N

Change was made by 2.5000%  
No Dollar amount used.

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	.0000	0.0000	0.00	0.00							
01	0.0000	21.6632	173.3060	1,733.06	45,059.56							
02	0.0000	22.3209	178.5670	1,785.67	46,427.42							
03	0.0000	22.9899	183.9190	1,839.19	47,818.94							
04	0.0000	23.6700	189.3600	1,893.60	49,233.60							
05	0.0000	24.3835	195.0680	1,950.68	50,717.68							
06	0.0000	25.1194	200.9550	2,009.55	52,248.30							
07	0.0000	25.8731	206.9850	2,069.85	53,816.10							
08	0.0000	26.6516	213.2130	2,132.13	55,435.38							

Handwritten notes: "8/15/16" and a circled signature "MAY 8/15/16".

08/12/2016 15:17  
9690jnor

TOWN OF ACTON  
SALARY TABLES

P 2  
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	06	AFSCME A4	FY18 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01	0.0000	22.3209	178.5670	178.5670	1,785.67	1,785.67	46,427.42	46,427.42	46,427.42	46,427.42	46,427.42	
02	0.0000	22.9899	183.9190	183.9190	1,839.19	1,839.19	47,818.94	47,818.94	47,818.94	47,818.94	47,818.94	
03	0.0000	23.6700	189.3600	189.3600	1,893.60	1,893.60	49,233.60	49,233.60	49,233.60	49,233.60	49,233.60	
04	0.0000	24.3835	195.0680	195.0680	1,950.68	1,950.68	50,717.68	50,717.68	50,717.68	50,717.68	50,717.68	
05	0.0000	25.1194	200.9550	200.9550	2,009.55	2,009.55	52,248.30	52,248.30	52,248.30	52,248.30	52,248.30	
06	0.0000	25.8664	206.9310	206.9310	2,069.31	2,069.31	53,802.06	53,802.06	53,802.06	53,802.06	53,802.06	
07	0.0000	26.6491	213.1930	213.1930	2,131.93	2,131.93	55,430.18	55,430.18	55,430.18	55,430.18	55,430.18	
08	0.0000	27.4447	219.5580	219.5580	2,195.58	2,195.58	57,085.08	57,085.08	57,085.08	57,085.08	57,085.08	

07/01/2017 06 AFSCME  
Change was made by 2.5000%

07/01/2017 06 AFSCME  
Change was made by 2.5000%

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
00	0.0000	.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01	0.0000	22.9899	183.9190	183.9190	1,839.19	1,839.19	47,818.94	47,818.94	47,818.94	47,818.94	47,818.94	
02	0.0000	23.6700	189.3600	189.3600	1,893.60	1,893.60	49,233.60	49,233.60	49,233.60	49,233.60	49,233.60	
03	0.0000	24.3835	195.0680	195.0680	1,950.68	1,950.68	50,717.68	50,717.68	50,717.68	50,717.68	50,717.68	
04	0.0000	25.1194	200.9550	200.9550	2,009.55	2,009.55	52,248.30	52,248.30	52,248.30	52,248.30	52,248.30	
05	0.0000	25.8664	206.9310	206.9310	2,069.31	2,069.31	53,802.06	53,802.06	53,802.06	53,802.06	53,802.06	
06	0.0000	26.6469	213.1750	213.1750	2,131.75	2,131.75	55,425.50	55,425.50	55,425.50	55,425.50	55,425.50	
07	0.0000	27.4469	219.5750	219.5750	2,195.75	2,195.75	57,089.50	57,089.50	57,089.50	57,089.50	57,089.50	
08	0.0000	28.2698	226.1580	226.1580	2,261.58	2,261.58	58,801.08	58,801.08	58,801.08	58,801.08	58,801.08	

07/01/2017 06 AFSCME  
Change was made by 2.5000%

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	DAILY RATE	PERIOD SALARY	PERIOD SALARY	ANNUAL SALARY					
00	0.0000	.0000	0.0000	0.0000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
01	0.0000	23.6700	189.3600	189.3600	1,893.60	1,893.60	49,233.60	49,233.60	49,233.60	49,233.60	49,233.60	
02	0.0000	24.3835	195.0680	195.0680	1,950.68	1,950.68	50,717.68	50,717.68	50,717.68	50,717.68	50,717.68	
03	0.0000	25.1194	200.9550	200.9550	2,009.55	2,009.55	52,248.30	52,248.30	52,248.30	52,248.30	52,248.30	
04	0.0000	25.8664	206.9310	206.9310	2,069.31	2,069.31	53,802.06	53,802.06	53,802.06	53,802.06	53,802.06	
05	0.0000	26.6469	213.1750	213.1750	2,131.75	2,131.75	55,425.50	55,425.50	55,425.50	55,425.50	55,425.50	
06	0.0000	27.4496	219.5970	219.5970	2,195.97	2,195.97	57,095.22	57,095.22	57,095.22	57,095.22	57,095.22	
07	0.0000	28.2667	226.1340	226.1340	2,261.34	2,261.34	58,794.84	58,794.84	58,794.84	58,794.84	58,794.84	
08	0.0000	29.1164	232.9310	232.9310	2,329.31	2,329.31	60,562.06	60,562.06	60,562.06	60,562.06	60,562.06	

07/01/2017 06 AFSCME  
Change was made by 2.5000%

07/01/2017 06 AFSCME  
Change was made by 2.5000%

08/12/2016 15:17  
9690jnor

TOWN OF ACTON  
SALARY TABLES

P pmgrstep 3

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	06 AFSCME	A7	FY18 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	24.3835	195.0680	1,950.68	50,717.68							
02	0.0000	25.1194	200.9550	2,009.55	52,248.30							
03	0.0000	25.8664	206.9310	2,069.31	53,802.06							
04	0.0000	26.6469	213.1750	2,131.75	55,425.50							
05	0.0000	27.4496	219.5970	2,195.97	57,095.22							
06	0.0000	28.2746	226.1970	2,261.97	58,811.22							
07	0.0000	29.1194	232.9550	2,329.55	60,568.30							
08	0.0000	29.9951	239.9610	2,399.61	62,389.86							

07/01/2017 06 AFSCME  
Change was made by 2.5000%

TOWN OF ACTON  
SALARY TABLES

P pmgrstep 3

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2017	06 AFSCME	A8	FY18 AFSCME	H HOURLY	B BIWEEKLY	02	26.0000	8.00	10.00	2080.00	260.00	N
Change was made by 2.5000%												
No Dollar amount used.												
STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY							
00	0.0000	0.0000	0.0000	0.00	0.00							
01	0.0000	25.1194	200.9550	2,009.55	52,248.30							
02	0.0000	25.8664	206.9310	2,069.31	53,802.06							
03	0.0000	26.6469	213.1750	2,131.75	55,425.50							
04	0.0000	27.4496	219.5970	2,195.97	57,095.22							
05	0.0000	28.2746	226.1970	2,261.97	58,811.22							
06	0.0000	29.1220	232.9760	2,329.76	60,573.76							
07	0.0000	29.9939	239.9510	2,399.51	62,387.26							
08	0.0000	30.8953	247.1620	2,471.62	64,262.12							

