AGREEMENT BETWEEN THE TOWN OF WRENTHAM AND WRENTHAM MUNICIPAL CLERICAL EMPLOYEES CHAPTER LOCAL 301 INTERNATIONAL FEDERATION OF PROFESSIONAL & TECHNICAL ENGINEERS, AFL-CIO & CLC

(Effective July 1, 2021 - June 30, 2024)

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ARTICLE 1 - RECOGNITION

The Town of Wrentham, hereinafter referred to as the Town or Employer, recognizes the Wrentham Municipal Clerical Employees Chapter, Local 301, International Federation of Professional & Technical Engineers, AFL-CIO & CLC, hereinafter referred to as the Union, as the exclusive representative of:

(a) all Full-time and regular part-time clerical (those regularly scheduled to work fourteen or more hours per week) employees of the Town,

but excluding all bus drivers, recreation workers, library aides and pages, and seasonal, temporary and casual employees, and all School employees, all employees in existing collective bargaining units, those employees excluded by Massachusetts General Laws, Chapter 150E, and all others for the purposes of collective bargaining with respect to wages, rates of pay, hours, standards of productivity and performance and any other terms of employment over which the Town is statutorily obligated to bargain under the General Laws of the Commonwealth of Massachusetts, Chapter 150E.

ARTICLE 2 - MANAGEMENT RIGHTS

The Town has and will continue to retain, whether exercised or not, all of the rights, powers, and authority concerning the management of the Town except where such rights, powers and authority are specifically limited by the provisions of this Agreement. It shall have the sole prerogative of management including, but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for or on behalf of the purposes of the Town.
- B. To accomplish or continue policies, practices and procedures for the conduct of Town business and from time-to-time to change or abolish such policies, or procedures.
- C. To discontinue processes or operations or to discontinue their performance by employees.
- D. To select and to determine the names and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or just cause when it shall be in the best interest of the Town or Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known in a reasonable manner to the employees affected by them.

- G. To insure that related duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or subcontracts for municipal operations.

The above rights, powers and authority are inherent in the Town and are not subject to review or determination on any grievance or arbitration procedure, except where such rights, powers and authority are specifically limited by provisions of this Agreement as previously set forth in the first section of this Article.

ARTICLE 3 - NON-DISCRIMINATION CLAUSE

The Employer agrees not to discriminate against any employee in, or any applicant for a position in, the bargaining unit covered by this Agreement on account of race, color, creed, national origin, sex or age or marital status or on account of political beliefs and affiliations of such employee or applicant, or on account of any activities of any employee or applicant for a position which are protected by law.

ARTICLE 4 - UNION SECURITY

Section 1

No bargaining unit employee will be required as a condition of employment to pay Union membership dues. The Town will not deduct monthly Union membership dues from the paychecks of a bargaining unit employee until the employee has provided the Town with a voluntary written authorization for deduction of membership dues. A bargaining unit employee who has provided the Town with a deduction authorization may revoke the authorization by providing a written revocation to be effective as of the first of the month next following the Town's receipt of the written revocation.

Section 2

- A. During the life of this Agreement, the Town agrees to deduct monthly Union membership dues, one month in arrears during the second pay period of each month, from the paychecks of bargaining unit employees who have provided a written deduction authorization. In addition, the Town agrees to collect the current month's dues from those employees for whom at least one week's notice prior to termination has been given to the Treasurer. Dues deducted will be remitted to the Union Treasurer, whose name and address is to be submitted to the Employer immediately upon the execution of this Agreement. It is understood by the parties that a bargaining unit employee must be entitled to receive pay during the second pay period of each month in order for the Town to deduct dues.
- B. When the Town remits monthly dues to the Union Treasurer, the Town will provide a list of names of the employees from whose pay membership dues have been deducted and the amount of dues deducted by each individual.

C. The Union agrees to hold the Town harmless against any and all claims that may arise because of the Employer's compliance with Section 2A and 2B of this Article.

Section 3

The Union shall have access to bulletin boards designated by the Town for posting notices to inform employees of matters involving Union activities and collective bargaining matters. The Union agrees that no notice shall be posted unless it has first been signed by an official representative of the Union. Such notices shall require approval of the Employer before posting, and such approval shall not be unreasonably withheld. Such notices shall bear a terminal date in order to insure the orderly display of notices. The Union further agrees not to post such notices elsewhere on the Town's premises.

Section 4

The Town shall make available to the Union each year, within 30 days after the signing of this Agreement or within 30 days after the anniversary date of said Agreement, or as soon thereafter as is possible, a list of employees in the bargaining unit, showing their seniority dates of hire, job descriptions, rates of pay, and pay increment steps. Within thirty (30) days after a new employee has been placed on the payroll, in any job classification covered by this Agreement, or as soon thereafter as is possible, the Town shall appraise the Union in writing of the name, job classification, date of hire, rate of pay and pay increment step of such employee. Within thirty (30) days after any change in a covered employee's job status with the Town, or as soon thereafter as is possible, such as resignation, termination, transfer or promotion, the Town shall inform the Union in writing of such change.

ARTICLE 5 - UNION BUSINESS

Section 1

Contract negotiations between the Union and the Town shall be conducted at mutually agreeable times. All time spent in such negotiations by Union representatives during the course of the working day shall be without loss of pay. The number of employees on the Union Negotiating Committee shall not exceed the number of those individuals serving on the Town's Negotiation Committee.

Section 2

The transaction of official Union business of an urgent nature shall be permitted during working hours with prior approval of the Town Administrator where the Union representative seeking such approval is located. The Union representative(s) undertaking such Union business shall not suffer any loss of pay for time spent in such Union business.

Section 3

With prior approval of the Town Administrator, the Union President or a designated alternate may be granted a leave of absence without pay for a period of up to one week's duration in any calendar year to attend conventions of the International Federation of Professional & Technical Engineers, AFL-CIO & CLC.

Section 4

The Union agrees that no Union activities, except those provided for in this Agreement, will take place on the Town's property during working hours.

ARTICLE 6 - SENIORITY

Section 1

Seniority shall be defined as the length of an employee's continuous, uninterrupted service with the Town, and may be interrupted or terminated only by:

- A. Resignation;
- B. Discharge for cause;
- C. Layoff exceeding twenty-four (24) months.

Section 2

All newly hired employees shall be considered as probationary employees for the first ninety (90) days of their employment. Upon successful completion of said probationary period, an employee's seniority shall date from the first day of his/her employment.

Section 3

During the probationary period, an employee's services may be terminated without recourse to the grievance and arbitration procedure of this Agreement.

ARTICLE 7 - VACANCIES

Section 1

Notice of all vacant positions in the bargaining unit which the Town intends to fill shall be posted by the Employer in conspicuous places for at least seven (7) calendar days and during this time applications must be submitted to the Town Administrator. The Employer's decision shall be made within thirty (30) days of the date of the initial posting if at least one qualified applicant has applied. The Union President shall be notified of such vacancy prior to the actual posting to fill such vacancy. There is to be a previously specified location in the Municipal Building where all job openings will be posted in the prescribed manner.

Section 2

The senior employee within the department in which the position is to be filled who is qualified and has the ability to do the job shall be given the opportunity to fill such vacant position. If there is no employee within the department who is qualified and has the ability to do the job, the senior employee within the bargaining unit who is qualified and has the ability to do the job shall be given the opportunity to fill such vacant position.

Section 3

The employee selected to fill a vacant position or a newly created position shall be entitled to a reasonable trial period of not more than forty (40) days to determine whether such employee can perform the functions of the particular position in a satisfactory manner,

provided that such trial period may be waived or extended, or shortened, by agreement between the Union and the Town.

If, during such trial period, it appears to the Employer that the employee in question cannot perform the functions of the particular position in a satisfactory manner, the employer reserves the right to remove said employee from said position, in which event said employee shall be returned to the position he/she held at the time of his/her selection for the position in question or to an equivalent position. In the event that the employee's performance during this period needs improvement, the Employer agrees to submit a written progress report to the employee, with a copy to the Union President, at the end of thirty (30) days from the start of the trial period.

Section 4

Secondary and tertiary vacant positions occurring as a result of the initial posting in accordance with this Article shall be posted in the same manner as required under Section 1 of this Article, and the filling of such positions shall be in accordance with Sections 2, 3, 4, and 5 of this Article.

Section 5

Posted notices of vacant positions shall set forth the official title of such positions, the salary schedule therefore, the qualifications for and the requirements of same, and, as applicable, the locations therefore.

ARTICLE 8 - LAYOFF AND RECALL

Section 1

When for lack of work or lack of funds the Town deems it necessary to reduce the work force within a department, the least senior employee within that department shall be laid-off first. In the event such a reduction in the work force requires a change in the job classification of a more senior employee, management shall continue to retain all of the rights of Article 2, paragraph E. Recall of employees shall be in inverse order of layoff. The Seniority of an employee, as seniority is defined in this Agreement, shall accrue and his/her right to recall shall be maintained for the twenty-four (24) month period immediately following the date on which he/she was laid off, said period to include the date of such layoff.

Section 2

The employer shall make every effort .to give an employee sixty (60) days notice of his/her pending layoff, but in no event shall the Employer give any less than thirty (30) days notice of such layoff to such employee.

Section 3

The Town agrees that neither part-time nor temporary employees shall be hired to do the work of jobs left vacant by reason of layoff, unless all full-time and regular part-time "laid-off' employees have had the opportunity for first refusal.

ARTICLE 9 - DISCIPLINARY ACTION

Section 1

All disciplinary action, suspensions and discharges shall be for just cause only. The Employer shall notify the employees involved and the Union President in writing of such disciplinary action, suspensions and discharges within twenty-four (24) hours after initiating such action, and such notice shall set forth the reason for the action taken.

Section 2

Any dispute between the Union and the Town as to whether there was just cause for disciplinary, suspension or discharge of any employee shall be resolved in accordance with the Grievance and Arbitration provisions of this Agreement.

Section 3

Grievances arising under this Article involving suspensions of more than three days or discharges shall be initiated at Step Two of the Grievance Procedure of this Agreement.

Section 4

At the request of either party, grievances involving disciplinary action, suspensions and discharges shall be given priority over all other grievances then being processed.

Section 5

The Town shall remove warning notices concerning a particular matter from an employee's personnel file and destroy said notices, if no additional warning notices concerning the same matter have been issued to the employee within a period of thirty (30) months.

Section 6

In the event any unscheduled or scheduled meeting that may lead to disciplinary action is held between an employee and a supervisor, said employee shall have the right to have a Union Representative present at such meeting. At no time shall an employee be required to sign a written statement or form critical of his work performance, conduct or attitude except to verify acknowledgment of having read such statement or form.

ARTICLE 10 - RECLASSIFICATION

Any employee may make a written request for reclassification of his/her position to the Town Administrator, who, in turn, shall submit it within ten (10) days of such request to the Union President. Town Administrator or designee will give a formal written answer to the request to the Union President and to the employee making the request within thirty (30) days of such request unless such time is extended by mutual agreement of the Town Administrator or designee and the Union. In the event the reclassification is denied, a period of twelve (12) months must elapse before a new request for reclassification can be submitted.

ARTICLE 11 - WAGES

Section 1 – Wages and Classification

See attached Schedule A - Wrentham Municipal Clerical Employees; and

Year 1	2% increase over the wage rates with a term of 7/1/2021 to 6/30/2022
Year 2	2.5% increase over the wage rates with a term of 7/1/2022 to 6/30/2023
Year 3	2.5% increase over the wage rates with a term of 7/1/2023 to 6/30/2024

Section 2 - New Employees

New employees shall ordinarily be employed at the first step of the classification into which hired. However, if the Town Administrator concludes that the Town is unable to secure a suitable employee at the first step rate, the Town Administrator may authorize the hiring of an employee at a higher step, provided that:

- (a) The Town Administrator will give advance written notice to the union president before a new employee hired at above Step 1; and
- (b) No new employee will be hired at a step higher than Step 2 without prior consultation with the Union president.

Section 3 – Temporary Higher Grade

When instructed to do so, employees in one grade may be temporarily required to perform the duties of a higher grade, if competent. When an employee is required to perform duties of a higher grade for a period of five (5) consecutive days or more, he/she will be compensated at the Step with the next pay level above their current rate. A Union member designated to serve as a temporary department head will receive additional compensation in accordance with the Town Administrator's policy for temporary service as a department head.

Section 4 – Promotions

For promotions within the Bargaining Unit, the employee will be placed on the step with the next pay level above their current rate which provides a minimum raise of \$1.50 per hour.

Section 5 - Assistant Town Clerk

Upon approval of the Town Administrator, a stipend of \$1,000.00 will be paid annually to the Assistant Town Clerk who receives and maintains the Certified Municipal Clerk (CMC) designation.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1 – Sick Leave Accrual

A regular full-time employee hired before July 1, 2018 shall accrue 1.5 days of sick leave per month, to a maximum accrual of 200 days.

A regular full-time employee hired on or after July 1, 2018 shall accrue 1.25 days of sick leave for each full and continuous month of employment, to a maximum accrual of 150 days.

Each employee shall be notified at least once every three (3) months during the term of this Agreement as to the amount of sick leave he/she has accrued as of the date of the notification.

Section 2 - Jury Duty

An employee called for jury duty shall be granted such leaves of absence as are required for such duty, and shall be paid the difference between his/her regular pay and his/her compensation for such duty. Should such employees be released from such duty prior to noon on any day which he/she is on such duty, he/she shall thereupon return to work. In addition, such employees shall provide the Town with a weekly certification from the clerk of court setting forth the compensation received by such employee for such duty.

Section 3 – Maternity Leave/Paternity Leave

The Town agrees that it will comply with any State or Federal laws relating to maternity and/or parenting leave which are binding upon the Town.

Section 4 - Seniority

The seniority of an employee on any type of authorized leave of absence, as seniority is defined in this Agreement, shall continue to accrue during such leave.

Section 5 – Granting of Leave of Absence's

Leaves of absence may be granted: a full-time employee may apply for a leave of absence without pay when he/she has completed one full year of employment. Requests may be based upon good and sufficient reason, must be in writing to the Town Administrator, and shall be subject to the Town Administrator's approval.

Limitation on Leaves: Leaves of absence shall not be granted for more than three months, but upon approval of the Town Administrator such leaves may be extended for not more than three month periods and not exceed nine months in the aggregate.

Section 6 - Sick Leave

Sick Leave for all regular full-time employees may be considered to be absent from work without loss of pay for the following reasons, subject to the approval of the Town Administrator:

- A. In the event of a bona fide personal and non-service connected illness or injury, for which no compensation is received under Workmen's Compensation or other insurance coverage paid for by the Town, except where employed at any occupation outside their employment of the Town.
- B. Serious sickness in the employee's home (wife, husband, child) but not to exceed ten (10) days per year.

An employee may be absent from work without loss of pay for the following reasons, subject to the approval of the Town Administrator:

- A. Should an employee be absent from work due to injury directly attributed to his/her employment by the Town, time absent shall not count against accrued sick leave, and the salary or wage paid to such employee during such absence shall be his/her regular compensation less payment received from Workmen's Compensation or any insurance paid for by the Town other than that paid as compensation for medical expenses.
- B. When an employee is exposed to a contagious disease in the normal performance of his/her duty and acquires the disease.

Notification of Absence Required: Every employee who is ill and desires sick leave shall call, or cause his/her department head to be called and to be notified of such illness previous to the start of his/her work day if possible, and in no event later than one hour after he/she is scheduled to report to work.

Examination by Physician: The Town through the Department Head and the Town Administrator may require an employee to submit a certificate of illness by his/her physician after being absent for three (3) consecutive days. Pay will be withheld until the certificate has been submitted and approved by the responsible supervisory personnel.

Penalty for Abuse: In the event of apparent abuse of any regulation pertaining to sick leave the Town through it's the Town Administrator may disallow sick leave and may discharge an employee from his/her service with the Town after a hearing by the Town Administrator in accordance with regulations when applicable.

Section 7 – Leave of Absence Accrual of Sick Leave

An employee will continue to accrue sick leave during leaves of absence with pay and during the time an employee is authorized sick leave or vacation.

Section 8 - Sick Bank

Upon the effective date of this Agreement, a Sick Leave Bank for use by employees covered by this Agreement shall be established, subject to the following terms and conditions:

- 1. The Sick Leave Bank is designed for use by employees who are undergoing a prolonged illness or disability, who are anticipated to use up their own sick leave benefits, vacation days, personal days, and compensatory time and who intend to return to work immediately after the prolonged illness or disability. Prolonged illness or disability is construed to be an absence of twenty (20) consecutive working days or more. The employee, as stated herein, must first use its own sick leave.
- 2. The Sick Leave Bank shall maintain a maximum of two hundred (200) days. Any unused days remaining in the Sick Leave Bank will be carried forward to be used in subsequent years.

- 3. To be eligible for the benefits of the Sick Leave Bank, an employee must donate to the Sick Leave Bank at least one (1) day from accumulated sick leave by December 31st of each contract year. In the case of a new employee, the employee must donate at least one (1) day from accumulated sick leave within six (6) months of his/her first work day. The total contribution per employee per fiscal year shall not exceed four (4) days.
- 4. To be eligible for Sick Leave Bank days, the employee must have accumulated at the beginning of the prolonged illness twenty (20%) percent of the maximum accumulated sick days available to the employee since his/her employment or at least twenty (20%) percent of the accumulated sick leave available to that employee since his/her last prolonged illness/disability. Further, the employee must have exhausted his/her accumulated sick days, vacation time, personal days or compensatory time during the prolonged illness or disability before being eligible for Sick Leave Bank days.
- 5. Employees (and/or agent) using the benefits of the Sick Leave Bank must sign a Sick Leave Bank Agreement in which he/she states their intent to return to service immediately after the prolonged illness/disability for a minimum length of the Leave and to meet all terms of the regulations. Default of this signed Agreement for reasons other than death or retirement of the employee will result in refunding the Town of Wrentham the full amount of the salary represented by the Sick Leave Bank received by said employee while covered by sick leave from the Sick Leave Bank. If it is determined that the employee will be unable to return to work after he/she has exhausted all his/her sick leave days, vacation time, personal days and compensatory time, then no further sick leave days can be used from the Sick Leave Bank.
- 6. The Sick Leave Bank shall be administered by an unpaid Sick Leave Bank Committee of three (3) members, which shall have the authority to make further regulations, consistent with the terms of this Article. Further regulations shall be sent to such members of the Bank. The Sick Leave Bank Committee will be composed of one member designated by the Union, the Town Administrator and the third member to be agreed upon mutually.
- 7. The Sick Leave Bank Committee shall determine the eligibility for use of the Bank and the amount of leave to be granted, except that the initial grant of sick leave to an eligible employee shall not exceed twenty (20) days. The Sick Leave Bank Committee shall consider at least the following criteria in administering the Sick Leave Bank and in determining eligibility and the amount of leave:
 - a. Adequate medical evidence of serious illness/disability, as determined by the Sick Leave Bank Committee in its sole discretion.
 - b. Length of service in the Town;
 - c. The Sick Leave Bank will cover prolonged illness only after the Employees' accumulated sick days have been exhausted.

- 8. The Sick Leave Bank Committee may establish other criteria and may seek additional medical opinions and evidence of the serious illness / disability.
- 9. Decisions of the Sick Leave Bank Committee are final and binding and its decisions are not subject to the grievance and/or arbitration procedure.
- 10. Any end-of-year balance in the Sick Leave Bank may be carried forward to the next year.

Section 9 - Coordination of Sick Leave and Worker's Compensation

Any employee who is covered by this Agreement who is incapacitated by reason of an injury sustained in the course of and arising out of employment with the Town will utilize up to 2 accrued sick days in a work week (or the prorated equivalent) to help offset the difference between their normal work week compensation and the weekly indemnity payment under the Workers Comp Act beginning with the first day of the incapacity.

All medical bills incurred as a result of such injury shall be subject to the worker's compensation rates set by the Industrial Accident Board (IAB). Return to work shall be based in the written opinion of physician.

Section 10 - Bereavement Leave

Employees will be granted bereavement leave with pay for five (5) consecutive calendar days, upon the death of an employee's parent, child, spouse, sibling, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, or significant other living in the employee's immediate household.

Employees will be granted up to two (2) consecutive calendar days of bereavement leave with pay, upon the death of the employee's aunt, uncle, cousin, brother-in-law, sister-in-law, or other member of the employee's immediate household not otherwise included in this or the preceding paragraph.

Bereavement leave may be taken later than the day after the date of death otherwise, with the prior approval of the Department Head/Supervisor.

Bereavement leave under the preceding two paragraphs will not be deducted from sick leave or from personal leave.

Additional bereavement leave may be granted at the discretion of the Department Head/Supervisor.

ARTICLE 13 - HOURS OF EMPLOYMENT

Section 1

The work week of regular full-time clerical employees shall be thirty-five (35) hours. The regular work hours for Town Hall employees currently shall be:

Monday 8:00 AM to 4:00 PM (7 hours plus 1 hour for lunch)
Tuesday 8:00 AM to 7:00 PM (10 hours plus ½ hour lunch and ½ hour dinner)
Wednesday 8:00 AM to 4:00 PM (7 hours plus 1 hour for lunch)
Thursday 8:00 AM to 4:00 PM (7 hours plus 1 hour for lunch)
Friday 8:00 AM to 12:00 PM (four hours)

Use of leave by employees will be on the basis of the hours the employee is absent from work. Thus, an employee who takes a seven hour day off is charged seven hours, and employee who takes a four hour day off is charged four hours and an employee who takes a ten hour day off is charged ten hours.

The Town may modify the Town Hall schedule by notifying the Union as to the proposed schedule with opportunity to negotiate the impact of any changes prior to implementation.

Library personnel shall work thirty-five (35) hours per week with specific hours per day to be assigned by the Library Director. If additional personnel are required, hours and days of employment can be set as specified at time of hiring.

It is understood that the Town Administrator may in his/her unreviewable discretion elect to place all or some of the employees covered by this Agreement, other than Library personnel, on a four (4) day work week during the period from Memorial Day through the Friday preceding Labor Day. Employees placed on a four (4) day work week will be scheduled to work the same number of hours during such weeks as they work during a normal five (5) day work week. While employees are on a four (4) day work week schedule they will be charged on a pro-rated basis for leave time taken. For example, an employee who is scheduled to work four (4) days of equal length but who takes one day off as vacation leave will be charged with having taken one and one fourth (1-1/4) days of vacation leave. During any week in which a holiday occurs, the employee will be scheduled to work an amount of hours equal to four-fifths (4/5ths) of his/her normal work week. Finally, it is expected that the Town Administrator and effected employees will need to discuss the pro-rating of leave time prior to the implementation of a four (4) day work week.

Section 2

The work week of all part-time employees shall be from 12:01 a.m. Sunday to Midnight Saturday, with the specific hours of work each day to be determined by the Department Heads, exclusive of a lunch period per day.

Section 3

For accounting purposes vouchers for payment of wages will cover all employees from 12:01 a.m. Sunday to Midnight Saturday.

ARTICLE 14 - PERSONAL LEAVE

- A. During each fiscal year covered by this Agreement, each employee shall be entitled to four (4) days of Personal Leave with no loss of pay.
- B. For the purpose of this Article, Personal Leave shall be defined as an immediate matter concerning a legal, business or household obligation or duty of the employee that must be taken care of during normal working hours.
- C. Notification for Personal Leave usage shall be made to the Department head or, in the absence of the Department Head, the appropriate responsible supervisor, at least 24 hours in advance except in the case of an emergency.

ARTICLE 15 - HOLIDAYS

Section 1

All full-time employees on the payroll of the Town, for any regular work week in which one of the following holidays shall occur, shall be paid for such Holiday not worked at his/her regular rate of compensation for one work shift (unless the employee and the Town mutually agree that the employee may take the day off as a compensatory day), provided that the employee works his/her last regularly scheduled work shift before the holiday and his/her last regularly scheduled work shift after the holiday except for absences of three (3) days or greater due to illness with a doctor's certificate provided to the employer.

It is understood that any employee shall take his/her day of compensatory time on a date mutually agreeable to the employee and the Town.

New Year's Day Martin Luther King Day President's Day Patriot's Day Memorial Day Juneteenth Independence Day Labor Day Columbus Day
Veteran's Day
½ Day before Thanksgiving
Thanksgiving
Day after Thanksgiving
½ Day before Christmas
Christmas

Section 2

Should one of the above paid holidays provided for occur while an employee is on vacation, such employee shall receive a day off in lieu of said holiday, which day off is to be taken at a time to be agreed upon by said employee and the Department Head he/she reports to.

Section 3

Holidays which fall on Saturday shall be observed on the preceding Friday. Holidays which fall on Sunday shall be observed on the following Monday.

ARTICLE 16 - OVERTIME POLICIES

Section 1

Each full-time employee, who is required to be on duty in excess of his/her regular workweek, shall be paid for such overtime duty at the rate of one and one-half times his/her regular hourly rate of compensation.

Section 2

Overtime work shall be required only when necessary operations cannot be performed by on duty employees during their regular work week. Overtime shall be distributed on an equitable basis among employees qualified to do the work.

Section 3

The Town of Wrentham, through its Town Administrator/Department Heads, reserves the right to substitute time off with pay if agreed upon by the employee (at the rate of one and one-half hours of compensatory time for each hour worked in excess of the regular work week) in lieu of payment of overtime for such hours worked. An employee may not have a balance of accrued compensatory time of more than seventy (70) hours at any one time.

ARTICLE 17 - VACATIONS

Section 1 - Vacations

Vacation: Full-time employees shall be granted vacation time up to a maximum of 25 days per year commensurate with their length of continuous service to the Town. A new employee will accrue 10 vacation days upon completion of one full year of employment. Thereafter, vacation time will accrue after each completed calendar month of service as follows (based on regular 35-hour work week):

Years of service	Days (annualized)	Monthly accrual (in hours)
After 1 year	11 Days	6.4167 hours
After 2 years	12 Days	7.0000 hours
After 3 Years	13 Days	7.5833 hours
After 4 Years	14 Days	8.1667 hours
After 5 Years	15 Days	8.7500 hours
After 6 Years	16 Days	9.3333 hours
After 7 Years	17 Days	9.9167 hours
After 8 Years	18 Days	10.5000 hours
After 9 Years	19 Days	11.0833 hours
After 10 Years	20 Days	11.6667 hours
After 20 Years	25 Days	14.5833 hours

Section 2 - Vacation Carryover

An employee may carry over up to 5 days vacation time subject to the recommendation of the employee's Department Head and the final approval of the Town Administrator.

Section 3 - Vacation Accrual

An employee's vacation time shall accrue in monthly increments, with the amount credited to increase on the employee's anniversary date of hire. An employee's accrued vacation time that is unused upon termination of employment will be paid out to the employee at their then-current rate of pay.

A first-year employee may, after six (6) months of continuous employment, use up to five (5) vacation days with the approval of his/hers Department Head/Supervisor. Upon their one-year anniversary with the Town of Wrentham, they will accrue the remaining balance of their vacation time. The Town Administrator may have the option to offer additional vacation time upon hire.

Section 4 - Granting of Vacation Time

Employees shall be granted vacation time in order of seniority, provided that this does not interfere with the operational needs of the Town.

Section 5 - Notice of Vacation Time

An employee will be required to provide the Department Head/Supervisor with at least seventy-two (72) hours notice of his/her intention to take vacation time.

Section 6 - Illness/Vacation

An employee who becomes ill during the course of his/her vacation shall be entitled to change his/her vacation time to sick leave, provided that such employee submits to the Town Administrator a physician's certificate confirming such illness.

Section 7 – Termination/Vacation

The Town agrees to pay the employee for all accrued vacation time at the time of the termination for any reason of such employee's employment by the Town, and on such employees death said vacation time shall be paid to the person(s) entitled to such payment.

ARTICLE 18 - BENEFITS

Section 1 – Life Insurance and Pension Benefits

Bargaining Unit employees will continue to receive the same Life Insurance and Pension Benefits they are presently receiving.

Health insurance benefits are provided pursuant to G.L. c. 32B, Section 19 and an agreement between the Public Employee Committee and the Town. Bargaining Unit employees who elect to participate in the Town's group health insurance plan shall have their premium contributions deducted on a bi-weekly basis. It is understood by the parties that there is no obligation for an employee to participate in the Town's group health insurance program. If an employee declines to enroll in the employee-sponsored health plan that is offered, or declines to participate in in the Employer's Section 125 health plan, the employee must complete a Health Insurance Responsibility Disclosure (HIRD) or

similar document at the Town's request. It is further understood by the parties that duplicate coverage is not permitted, and an eligible employee may only elect either Individual or Family coverage in one of the Group Health Insurance plans offered by the Town.

Section 2 – Longevity

Employees covered by this Agreement shall be eligible for longevity payment based on completion of the following years of service:

After 5 years	\$ 750.00
After 10 years	\$1,250.00
After 15 years	\$2,000.00
After 20 years	\$2,250.00
After 25 years	\$2,500.00

Longevity payments shall be made annually in one lump sum in the pay period closest to the employee's anniversary date. Longevity paid out in twelfths' upon separation.

Section 3

If an employee leaves the employ of the Town, he/she shall be entitled to receive any accrued longevity payment in full at the time of severance of his/her employment, provided that such employee had the number of years of service required for qualification for such payment.

Section 4

On the death of an employee, the surviving spouse shall be entitled to receive the employees accrued longevity payment, if any, and should there be no surviving spouse, such payment shall be made to the employee's estate.

Section 5 - Education

Employees shall be entitled to receive the educational benefits payments specified in the Town's By-Laws.

Section 6 – Unexpended Sick Leave

On retirement of employment, unexpended sick leave will be paid to the employee on the basis of \$10.00 per day to a maximum of 100 days, for employees hired before July 1, 2007. This section shall not apply to employees hired after July 1, 2007.

ARTICLE 19 - PART-TIME EMPLOYEES

Section 1

Regular part-time employees shall be eligible to receive the following benefits, on a prorated basis as provided below:

Part-time employees who work twenty (20) hours or more per week, on average:

- 1. Vacations (determined in arrears)
- 2. Holidays
- 3. Sick Leave
- 4. Seniority

Regular part-time employees who work at least fourteen (14) but less than twenty (20) hours per week, on average:

- 1. Vacations (determined in arrears)
- 2. Sick Leave
- 3. Seniority

<u>Vacations (Article 17)</u> – Vacation entitlement for eligible part-time employees shall be calculated by dividing by 35 the average number of hours worked by the employee on a weekly basis over the previous 12 months, and then multiplying that fraction by the number of days of vacation to which a full-time employee (who had the same length of continuous service to the Town) would be entitled pursuant to Article 17. For example: An employee who regularly works 21 hours per week works 60% of the full-time work week. After completing one full year of continuous service to the Town, the employee would be entitled to 60% of the 11 days that would be granted to a full-time employee.

Holidays (Article 14) – Holiday pay for eligible part-time employees shall be calculated as they occur, and determined in proportion to the percentage of the 35 hour work week that their regular number of hours per week reflects, provided that the employee works his/her last regularly scheduled work shift before the holiday, his/her first regularly scheduled shift after the holiday, and, if scheduled to work on the holiday, the holiday, itself. For example:

An employee who regularly works 21 hours per week works 60% of the full-time work week. The employee would be entitled to 60% of the 7 hours holiday pay (that is, 4.2 hours) that would be paid to a full-time employee (assuming worked the qualifying hours before, on and after the holiday).

<u>Sick Time (Article 12)</u> – Eligible part-time employees shall be entitled to paid sick time in proportion to the percentage of the 35 hour work week that their regular number of hours per week reflects. For example:

An employee who regularly works 21 hours per week, works 60% of the full-time work week and is, therefore, entitled to 60% of the full-time sick leave allowance per month. In the case of the part-time employee who works 21 hours, he/she shall have the right to accumulate sick leave for a maximum of 120 days at 9 hours per month.

<u>Seniority (Article 6)</u> - Seniority for an eligible part-time employee (who regularly works 14 or more hours per week) shall be calculated as 50% of the employee's length of continuous, uninterrupted service with the Town. An eligible regular part-time employee

who becomes a regular full-time employee shall receive full credit of this part-time seniority the purposes of seniority, vacation, and eligibility for longevity pay as a full-time employee.

The fringe benefits enumerated in this Article shall be the only contractual fringe benefits which shall be payable to part-time employees except for any Health Insurance entitlement pursuant to M.G.L. c. 32B.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1 – Grievance Procedure

Grievance Procedure: This agreement sets forth the terms and conditions of employment and is intended to continue the present and good relations between the Town, its clerical employees, and the Union. In the event of a grievance between the employees and the Town, the representatives of both agree to make prompt and earnest efforts to settle the matter.

A grievance is defined as a complaint between the Town and Union and/or an employee involving only a matter of interpretation or application or an alleged violation of a specific provision of this Agreement. Except as provided in Section 3 hereof and Article 9, Section 3, or unless waived by mutual written agreement of the parties, all grievances shall be handled as follows:

Step 1

It is agreed that employees shall have the right, if they so desire, to attempt to settle grievances informally with their immediate supervisors. Barring an informal resolution, the employee, with a Union representative, if he or she so desires, shall take up the grievance in writing with his/her immediate supervisor within fourteen (14) calendar days of the occurrence giving rise to the grievance. Any grievance not timely filed at this step will be null and void unless it is the type of grievance described in Article 9, Section 3 which shall be initially filed at Step 2 hereof within fourteen (14) calendar days of the occurrence giving rise to the grievance. The written grievance must be filed on the form attached hereto as Appendix A and signed by the Union President.

A meeting between the employee, with a Union representative, if he or she so desires, and the immediate supervisor shall be held within five (5) working days from the submission of the grievance. The immediate supervisor shall attempt to adjust the grievance and shall respond in writing within seven (7) working days after said meeting. If the grievance is not satisfactorily resolved at this step:

Step 2

It shall be presented in writing to the Town Administrator within five (5) working days from the receipt of the written response pursuant to Step 1. Within five (5) working days after the grievance has been submitted to the Town Administrator, the Town Administrator will meet with the grievant to attempt to resolve the issue. The Town Administrator shall give his/her response to the grievant within seven (7) working days

following the conclusion of the meeting. If the grievance is not satisfactorily resolved at this step:

Step 3

It may be appealed to arbitration by the Union by submission to the American Arbitration Association within fifteen (15) working days after the receipt of the written answer under Step 3. The appeal to arbitration shall be in accordance with the procedure and conditions set forth in Article 21.

Section 2 - Time Limit

A grievance not initiated within the time limit specified shall be deemed waived. Failure of the employee or the Union to appeal a decision within the time limit specified will mean that the grievance shall be considered settled and not be eligible for further appeal. Failure of the Town or its designees to answer an appeal within the time limit specified shall mean that the appeal may be taken to the next step immediately. The above limitations may be waived by mutual written agreement of the parties.

At Step 1A and each step thereafter, the Union will be notified of all meetings and have a right to be present and be heard. Furthermore, the Town shall provide the Union with copies of all written responses to grievances at all steps of the Grievance Procedure.

Section 3 – Arbitration

In the event the Town submits a grievance it shall be submitted within fourteen (14) calendar days to the Union President and discussed between the Union President and Union's International Representative and the Town Administrator. If not resolved, it may be submitted within fifteen (15) working days by either party to arbitration.

No employee shall be able to submit a grievance to arbitration, that right being reserved solely to the Town and the Union.

Section 4 – Reprisals

No reprisals of any kind will be made by the Town against any participant in the grievance procedure by reason of such participation.

Section 5 – Grievance Union Representative

The Town agrees to recognize one Union Representative with respect to a particular grievance for the purpose of investigating and processing said grievance. The investigation and processing of a grievance, to the extent that it is possible to do so, shall be conducted during off duty hours. When it is necessary to carry on such functions during duty hours, the employee designated for such purpose shall request permission of the Town Administrator to undertake said functions, and permission shall not be unreasonably withheld.

Neither said Union representative nor the grievant(s) shall suffer any loss of pay because of such activities.

ARTICLE 21 - ARBITRATION

Section 1

In the event either party elects to submit a grievance to arbitration, the parties shall select an arbitrator through the American Arbitration Association and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Section 2

The decision of the arbitrator shall be rendered within 30 days of the completion of the arbitration hearings; but such period may be extended by mutual agreement of the parties hereto. The decision of the arbitrator shall be final and binding on the parties and the expense of the arbitration shall be shared equally by the Town and the Union. The arbitrator shall have no right to add to, detract from or in any way alter the provisions of this Agreement.

Section 3

The grievant(s) and the Union President or designee attending arbitration hearings shall suffer no loss of pay by reason of his/her or their appearances at arbitration hearings. Neither shall any additional employees who are requested by either party to attend such arbitration hearings suffer any loss of pay in attending such hearings while they are testifying.

ARTICLE 22 - CONTINUITY OF EMPLOYMENT

Section 1

In consideration of the terms of this Agreement and the legislation which engendered it, the Union, its officers, and members of the Bargaining Unit, individually and collectively, do hereby agree that they will not cause, call, authorize, sanction, assist in, participate in, aid, abet, or ratify any strike, work stoppage, concerted or "job" action, slowdown, refusal to perform assigned duties, or other illegal activities directed against the Town during the term of this Agreement, and the Town does hereby agree that for said term it will not lock out its employees.

Section 2

Should any employee or group of employees engage in any of the activities set forth in and proscribed by Section 1 of this Article, the Union agrees to disclaim and disavow forthwith such activities and refuse to recognize any picket line established at the Municipal Building or any other location where members of the bargaining unit work, and the Union further agrees that it shall take every reasonable means to induce such employee(s) to cease such activities and resume normal operations. Upon such action being taken by the Union, the Town will not hold the Union liable for the aforesaid proscribed activities.

Section 3

Employees who participate in any of the activities set forth in and proscribed by Section 1 of this Article are subject to disciplinary action, including discharge, by the Town and such disciplinary action shall be final and binding on the parties affected thereby and shall not be a grievance under Article 20 herein nor subject to arbitration, provided, however, that an issue of fact as to whether an individual has engaged in such activities may be made subject to the grievance and arbitration procedures herein set forth.

ARTICLE 23 - MISCELLANEOUS

Section 1 – Payroll

The Town agrees to pay employees biweekly by direct deposit, and to provide for the payment of overtime worked and reported during that bi-weekly pay period.

Section 2 – Meetings with Town Administrator

The Town Administrator agrees to meet with a representative of the Union, at mutually convenient hours and places primarily for the purpose of discussing safety and health matters, and secondarily for the purpose of discussing matters of mutual concern.

Section 3 - Performance Evaluations

Performance Evaluations will be conducted on an annual bases for all positions. In the event that a Department Head/Supervisor does not perform a Performance Evaluation before the employee's work anniversary, the employee shall automatically advance to the next pay step.

The Town and the Union will agree on a mutually acceptable Performance Evaluation document. FY22 will be a test period for roll-out of the evaluation document.

Beginning in FY23, an employee who achieves a rating of satisfactory on their performance based on the prior full year of services as determined by the Town Administrator or designee will advance to the next step on the salary schedule.

Section 4 - Parking Clerk

If the Parking Clerk duties are performed by a union employee; the Parking Clerk will receive an annual \$1,500.00 stipend to be paid in monthly installments. The Parking Clerk must be employed by the Town and in a position covered by this contract on the date of payment.

Section 4 – Job Descriptions

As it respects job descriptions. Accept the current job descriptions as modified and commit to reviewing the job descriptions every three (3) years commencing the final year of the current Union contract or when a position is vacated. The job descriptions will be reviewed by the Department Head, Human Resources and the Clerical Union.

ARTICLE 24 - ALTERATION OF AGREEMENT

Section 1

It is hereby agreed by the parties that any alteration or modification of this Agreement shall be binding upon the parties to said Agreement only if executed in writing.

Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute any precedent in the future enforcement of all the terms and conditions of the Agreement.

ARTICLE 25 - SEVERABILITY

Section 1

Should any provision of this Agreement be held invalid by any court or administrative tribunal of competent jurisdiction, or should any such provision conflict with or contravene any Federal Law or any law of the Commonwealth of Massachusetts or regulations promulgated pursuant thereto, all other provisions of this Agreement shall remain in full force and effect.

Section 2

It is agreed by the parties to this Agreement that the employees covered by this Agreement are subject to the By-Laws of the Town of Wrentham as applicable except as said By-Laws may have been or may be superseded by the provisions of this Agreement.

ARTICLE 26 - FUNDING

After ratification by the Union, the Board of Selectmen will present a request for an appropriation to be considered at Town Meeting. The terms of this Agreement shall be effective July 1, 2021.

ARTICLE 27 - DURATION

Section 1

This Agreement is effective as of July 1, 2021 and shall remain in full force and effect until Midnight, June 30, 2024 and from year to year thereafter, except that should either party to this Agreement desire to amend or terminate the same, said party shall notify the other of its desire to do so by certified or registered mail prior to January 1, 2024 or January 1st of any subsequent year during which this Agreement shall be in effect. Upon receipt of said notification the parties agree to commence negotiations in January of the applicable year.

Section 2

Should a new or amended Agreement not have been negotiated after notice of desire to amend or terminate has been given in accordance with Section 1 of this Article and prior to any termination date of this Agreement, as it may be Amended, the parties hereto may extend this Agreement for such further time as shall be mutually agreeable.

[signature page follows]

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2nd day of November, 2021.

For the Town of Wrentham	For Wrentham Municipal Clerical Employees, Chapter Local 301,
Jacque 7 Botal	International Federation of Professional and Technical Engineers, AFL-CIO, CLC
Joseph F. Botaish, II, Chairman	A pesident
Stephen J. Langley, Vice Chairman	Kathy Nelsoń, President
Charles Kennedy, Clerk	
James E. Anderson	
Christopher G. Gallo	
Town Administrator	
Kevin & Sweet	

Schedule A

FY22 Clerical Pay Plan

Grade	Position Title	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Chan 10
А	Asst. Town Clerk	28.3866	28.9827	29.5914	30.2128	30.8472	31.4950	32.1564	32.8317	33.5212	34.2251	Step 10 34.9439
A	Asst. Treasurer/Collector	28.3866	28.9827	29.5914	30.2128	30.8472	31.4950	32.1564	32.8317	33.5212	34.2251	34.9439
В	Librarian	27.6824	28.2637	28.8573	29.4633	30.0820	30.7137	31.3587	32.0172	32.6896	33.3761	34.0770
С	Payroll Specialist	26.8760	27.4404	28.0166	28.6050	29.2057	29.8190	30.4452	31.0845	31.7373	32.4038	33.0843
С	Land Use Specialist	26.8760	27.4404	28.0166	28.6050	29.2057	29.8190	30.4452	31.0845	31.7373	32.4038	33.0843
D	COA Outreach Worker	25.0374	25.5632	26.1000	26.6481	27.2078	27.7791	28.3625	28.9581	29.5662	30.1871	30.8210
E	Administrative Assistant	23.1910	23.6780	24.1753	24.6830	25.2013	25.7305	26.2709	26.8226	27.3858	27.9609	28.5481
E	Office Assistant	23.1910	23.6780	24.1753	24.6830	25.2013	25.7305	26.2709	26.8226	27.3858	27.9609	28.5481
E	Library Technician	23.1910	23.6780	24.1753	24.6830	25.2013	25.7305	26.2709	26.8226	27.3858	27.9609	28.5481
F	Accounts Payable Coordinator	21.0838	21.5266	21.9786	22.4402	22.9114	23.3926	23.8838	24.3854	24.8975	25.4203	25.9541
G	Clerk	17.1421	17.5021	17.8696	18.2449	18.6281	19.0192	19.4186	19.8264	20.2428	20.6679	21.1019

FY23 Clerical Pay Plan

Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
А	Asst. Town Clerk	29.7076	30.3314	30.9684	31.6187	32.2827	32.9607	33.6528	34.3595	35.0811	35.8178
Α	Asst. Treasurer/Collector	29.7076	30.3314	30.9684	31.6187	32.2827	32.9607	33.6528	34.3595	35.0811	35.8178
В	Librarian	28.9706	29.5790	30.2001	30.8343	31.4819	32.1430	32.8180	33.5072	34.2108	34.9292
С	Payroll Specialist	28.1260	28.7166	29.3197	29.9354	30.5641	31.2059	31.8612	32.5303	33.2134	33.9109
С	Land Use Specialist	28.1260	28.7166	29.3197	29.9354	30.5641	31.2059	31.8612	32.5303	33.2134	33.9109
D	COA Outreach Worker	26.2021	26.7523	27.3141	27.8877	28.4734	29.0713	29.6818	30.3051	30.9415	31.5913
E	Administrative Assistant	24.2700	24.7796	25.3000	25.8313	26.3737	26.9276	27.4931	28.0704	28.6599	29.2618
E	Office Assistant	24.2700	24.7796	25.3000	25.8313	26.3737	26.9276	27.4931	28.0704	28.6599	29.2618
E	Library Technician	24.2700	24.7796	25.3000	25.8313	26.3737	26.9276	27.4931	28.0704	28.6599	29.2618
F	Accounts Payable Coordinator	22.0652	22.5285	23.0016	23.4847	23.9779	24.4814	24.9955	25.5204	26.0563	26.6035
G	Clerk	17.9396	18.3163	18.7C09	19.0936	19.4946	19.9040	20.3220	20.7487	21.1845	21.6293

FY24 Clerical Pay Plan

Grade	Position Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Ctom O	Chan 10
Α	Asst. Town Clerk	30.4507	31.0902	31.7431	32.4097	33.0903	33.7852	34.4946	35.2190	Step 9 35.9586	Step 10
Α	Asst. Treasurer/Collector	30.4507	31.0902	31.7431	32.4097	33.0903	33.7852	34.4946	35.2190	35.9586	36.7138 36.7138
В	Librarian	29.6953	30.3189	30.9556	31.6056	32.2694	32.9470	33.6389	34.3453	35.0666	35.8030
С	Payroll Specialist	28.8292	29.4346	30.0527	30.6838	31.3282	31.9860	32.6578	33.3436	34.0438	34.7587
С	Land Use Specialist	28.8292	29.4346	30.0527	30.6838	31.3282	31.9860	32.6578	33.3436	34.0438	34.7587
D	COA Outreach Worker	26.8571	27.4210	27.9969	28.5848	29.1851	29.7980	30.4238	31.0626	31.7150	32.3810
E	Administrative Assistant	24.8768	25.3992	25.9325	26.4771	27.0331	27.6008	28.1805	28.7723	29.3765	29.9934
E	Office Assistant	24.8768	25.3992	25.9325	26.4771	27.0331	27.6008	28.1805	28.7723	29.3765	29.9934
E	Library Technician	24.8768	25.3992	25.9325	26.4771	27.0331	27.6008	28.1805	28.7723	29.3765	29.9934
	Accounts Payable										
F	Coordinator	22.6166	23.0916	23.5765	24.0716	24.5771	25.0932	25.6202	26.1582	26.7075	27.2684
G	Clerk	18.3885	18.7747	19.1689	19.5715	19.9825	20.4021	20.8306	21.2680	21.7146	22.1706