AGREEMENT

between

CITY OF TAUNTON, MASSACHUSETTS

and the

MASSACHUSETTS LABORERS' DISTRICT COUNCIL

in behalf of

PUBLIC EMPLOYEES' LOCAL UNION 1144(A)

of the

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA
AFL-CIO

DEPARTMENT OF PUBLIC WORKS
PARKS, CEMETERIES & PUBLIC GROUNDS
CITY HALL -LIBRARY & POLICE CUSTODIANS

July 1, 2012-June 30, 2015

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AGREEMENT

THIS AGREEMENT entered into by and between the City of Taunton, Massachusetts, hereinafter referred to as the Employer, and the Massachusetts Laborers' District Council, in behalf of Public Employees Local Union 1144, Laborers' International Union of North America 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.

DECLARATION OF PRINCIPLES

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, national origin or Union activity.

ARTICLE I
UNION RECOGNITION - AGENCY SHOP FEES

Section 1. Recognition (Bargaining Unit):

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all such employees of the Parks, Cemeteries and Public Grounds Department, Department of Public Works, Library, and City Hall Custodians, but excluding all Department Managers, Office Managers, Chief Operator and Sanitary Engineer at the Water Treatment Plant and Superintendents of each Department.

Section 2.

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

Section 3. Agency Shop Fee:

An employee is not required to become a member of the Union in order to retain employment, but is required to pay, through payroll deductions, to the Union an amount equal to regular monthly dues as his/her fair share of the cost of representation by the Union for the benefits of such representation which he/she enjoys equally with Union members.

Section 4. Dues and Fees Check off:

The Employer agrees to deduct Union dues and agency service fees from the employees pay upon receipt of proper authorization and remit such amounts to the Secretary-Treasurer of Public Employees Local Union 1144.

Section 5. Union Meetings:

Elected Union officials shall be granted time off with pay to attend: **a)** all scheduled Local Union meetings, **b)** all meetings of the Massachusetts Laborers' District Council, and **c)** as delegates for International LIUNA, regional and state AFL-CIO conventions.

ARTICLE II
EMPLOYEE RIGHTS

Section 1.

All benefits, working conditions and privileges enjoyed by the employees covered by this Agreement prior to this Agreement shall continue in effect unless specifically waived in this Agreement or otherwise modified by this Agreement.

Section 2. Employee Rights and Obligations:

Except to the extent that there is contained in the Agreement an express and specific provision to the contrary, employees shall have and be protected in the exercise of the rights, freely and without fear of penalty or reprisal, to form, join or assist employee organizations; to hold office and participate in the management of the Union; to act in the capacity of the Union representative; to engage in other lawful Union and concerted activities for the purpose of collective bargaining or other mutual aid or protection; and to refrain from any and all such activities. In the exercise of such rights, the employee shall be free from any discrimination in regard to tenure, promotion or other condition of employment. The Union agrees that it shall represent the interest of all employees without discrimination and without regard to whether or not an employee is a member of the Union.

ARTICLE III
RIGHTS OF MANAGEMENT

Section 1. Rights of Management:

Except to the extent that there is contained in this Agreement an express and specific provision to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the City are retained by and reserved exclusively to the Employer, including but not limited to, the right to manage the affairs of the City and maintain and improve the efficiency of its operation; to determine the methods, means, processes and personnel by which operations are to be conducted, including the contracting out of work; to determine the schedule and hours of work and the assignment of employment to employees; to establish new job classifications and job duties and functions, and to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require from each employee the efficient utilization of his/her services; to hire, promote, transfer, assign, retain, discipline, suspend, demote and discharge employees with just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to promulgate and enforce reasonable rules and regulations pertaining to operations and employees; and to take whatever action may be conducive to carrying out the mission of the Department.

Section 2. Department of Public Works:

In accordance with City Ordinance, there is a Municipal Department of Public Works whose function and duties are administered by a Commissioner. The Commissioner of the Department of Public Works shall be empowered with the authority to direct, supervise, and manage all City employees comprising the Department of Public Works, including the Street & Drains, Sewer, Water, Building, Engineering, VMD and Sealer of Weights and Measures in all City projects where more than one department is involved and said public works projects to be determined at the discretion of said Commissioner.

Section 3. Emergencies:

The Mayor retains the right to declare an emergency and, in cases thereof, to direct all municipal employees; to take appropriate action to relieve said emergency condition or conditions. In the absence of the Mayor, the President of the Municipal Council shall have the authority to declare emergencies and to take appropriate action to relieve said emergency condition or conditions.

ARTICLE IV
CIVIL SERVICE/SENIORITY

Section 1.

The Union and the Employer agree and recognize that when employees covered by this Agreement are Civil Service Employees and are covered by Chapter 31 of the General Laws, it is agreed that all rules and Civil Service Rules Chapter 31 shall be adhered to. It is also agreed that if any provision of this Agreement is in contravention of the laws or regulations of the United States of America or the Commonwealth of Massachusetts, such provision shall be superseded by the appropriate provision of such a law or regulation so long as the same is in full force and effect; but all other provisions of this Agreement shall continue in full force and effect.

The City agrees to fill all vacant positions in accordance with Civil Service Rules and Regulations. The City shall make every effort to properly train personnel prior to assuming a new position and shall constantly strive to prepare employees for advancement.

Section 2. Permanent and Provisional Civil Service Employees & Probationary Period

All permanent and provisional Civil Service Employees on the employment rolls of the City as of July 1, 1983 are covered by this Agreement and shall be entitled to all the benefits and privileges provided herein.
All permanent and provisional employees shall be entitled to all benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment.

ARTICLE V
GROUP INSURANCE

Section 1:

The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association (MIIA) Health Benefits Trust, effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

HMO Policy (HMO Blue New England):

Existing employees (as of June 1, 2004): City – 77%/Employee – 23%
New hires (hired after June 1, 2004): City – 75%/Employee – 25%

Indemnity Plan (Blue Care Elect PPO):
City – 75%/Employee – 25%

In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments. The City shall immediately notify the Local 1144 and the parties shall bargain over the proposed change. In the event that the proposed change is implemented, the City shall bargain with Local 1144 over the impact of the change.

Section 2.

The Employee's percentage share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

Section 3. Health Insurance Reopener.

In the event that the City of Taunton agrees to pay or, in fact, pays more than seventy-five percent (75%) of the cost of health insurance coverage for any of its employees, then the City will immediately notify the Union of said agreement or payment, and will immediately reopen this Agreement to renegotiate the percentage of the cost of health insurance for unit employees to be paid by the City.

ARTICLE VI
HOLIDAYS

Section 1.

Regular employees shall be paid for each of the following holidays, and for all State declared holidays unless said employee is held ineligible due to reasons noted in Section 1 (b).

½ workday before New Year's
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
½ workday before Christmas
Christmas Day
Independence Day
New Year's Day
Martin Luther King Day
Washington's Birthday
½ Day Good Friday
Patriots' Day
Memorial Day

In the event any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration.

Section 2.

No employee will be paid for any of the holidays delineated in Section 1 (a) above or any other State declared holidays if the employee was on sick leave or leave without pay his/her last scheduled work day immediately prior to or his/her next scheduled work day immediately after a holiday. This section is not applicable to any employee who is on sick leave at least one (1) week prior to or after a holiday, who is hospitalized at any time during the holiday period, or to an employee's first absence in a fiscal year immediately prior to or after a holiday.
All employee's who are assigned to a seven (7) day schedule, the recognized holidays shall be celebrated the actual day of the holiday for benefits purposes.

Section 3.

Any day City Hall closes, all other bargaining unit members shall receive a comp day within ninety (90) days.

Section 4.

All legal holidays shall be paid for at straight time. Legal holidays worked by the employee shall be paid as follows:

> Regular pay for the day, plus time and one-half for the time worked up to eight (8) hours, plus double time and one-half for all hours worked over eight (8) on a holiday.

Section 5.

Employees shall receive holiday pay for holidays that fall on their day off and not compensatory time off.

ARTICLE VII
PERSONAL DAYS

Effective July 1, 2007, a single personal day request will only require a 15 minute call-in to the department manager or his/her designee, which approval shall not be arbitrarily or unreasonably withheld. There are five (5) Personal Days per year. Said Personal Days may be accumulated to a maximum of ten (10) days.

ARTICLE VIII
SICK LEAVE

Section 1.

All employees of the City of Taunton, qualifying in accordance with Article II Section 6 of this Agreement, shall be entitled to sick leave benefits after the employee has completed ninety (90) days of employment. These benefits shall be retroactive back to the first day of employment. Sick leave accumulation shall be unlimited, and shall not lapse. Employees shall be entitled to their sick leave as it becomes earned whether they have the maximum sick leave to their credit or not. Sick leave shall not be taken in advance.

Section 2.

Upon the request of the Department Manager, any employee covered by this Agreement shall furnish a certificate from an attending physician for all consecutive days off each leave beyond three (3) days, stating the nature of the illness and that the employee is able to return to work.

Section 3. Notification

An employee who is absent because of sickness shall notify his/her Department Manager or other appropriate person as to the nature of his/her illness as early as practicable on the first day of such absence and every Friday thereafter as long as the employee is absent. The notification shall be made no later than two (2) hours after the beginning of the employee's day work shift. For the afternoon or midnight shift, the notification shall be made at least two (2) hours before the start of the respective work shift. In addition, upon first notification it shall be incumbent upon the employee to specifically advise his/her supervisor relative to the status of his/her sick leave credits as follows:

1) That he/she has sufficient credited leave to cover the period of illness, injury, or

2) That he/she is aware that leave taking in excess of the sick leave credit will automatically be charged against his/her vacation credits, unless

3) The employee specifically requests and receives approval for leave-without-pay to cover the excess leave; or

4) If the employee has neither sick leave nor vacation leave credits, he/she will be placed in a leave-without-pay status, unless

circumstances indicate that other appropriate action should be taken. Failure to notify the Department or Division Manager of absence will result in the employee being placed on a leave-without-pay status.

Section 4. Prior Approval

Request for sick leave (not of an emergency nature) for medical, dental, or optical treatment shall be submitted two (2) days prior to the beginning of the leave. This provision shall not apply to an employee whose appointment for such treatment has been re-scheduled so that the two (2) day notice cannot be fulfilled.

Section 5.

Whenever an employee is absent because of personal illness, the number of days absent with pay shall be charged against his/her sick leave credits on records kept in each department for all employees under its supervision and direction. Employees may use seven (7) sick days in a calendar year for family illness if they have sufficient sick leave credit. Family shall be defined as: spouse, child, grandchild, and members of the employees household, also parents whether they live within the household or not.

Section 6.

A permanent employee who is a member of the Armed Forces of the United States shall be entitled to all sick leave benefits after having resumed his/her duties as an employee of the City of Taunton and no sick leave which the employee may have accumulated shall be lost or lapsed because of military leave. The above regulations shall apply to all employees covered by this Agreement, if the employee returns to work within six (6) months after discharge.

Section 7. An employee whose service is terminated for any reason shall not be entitled to compensation in lieu of sick leave not used, except that an employee whose service is terminated by reason of death or retirement in accordance with regulations of the City of Taunton, Massachusetts Retirement system, shall be paid for accumulated sick leave at their regular rate of pay being received at the time of their death or said retirement, payable to the employee or his/her estate. Effective July 1, 2007 the payable amount will not exceed thirteen thousand dollars ($13,000.00).

Section 8.

Any employee covered by this Agreement who is over the age of sixty-two (62), has worked for the City five (5) years or more but does not qualify for retirement under the provisions of the City of Taunton Retirement System, but is retiring under the provisions of the Social Security System and is leaving the employ of the

City of Taunton, shall be entitled to the same sick leave buy back as other employees covered by this Agreement.

Section 9.

The City will utilize its sick time policy should they identify a pattern of abuse. The policy is on file with the Human Resources Department and has been placed on file in cases with the Civil Service Commission.

ARTICLE IX
SICK LEAVE INCENTIVE

Employees covered by this Agreement shall be entitled to a sick leave incentive dollar amount for each calendar year per the following schedule:

Days Used	Incentive Amount
0	$600.00
1	500.00
2	400.00
3	300.00

Usage of over 3 days will result in no dollar incentive for that employee. Donations to the sick leave bank shall not be counted as days used and days used while on Worker's Compensation shall not be counted as days used.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the sick leave incentive until the next annual payment after he/she has returned to work. Incentive will be paid the first pay period in February each year. Amounts will be pro-rata for employees who leave employ for each month of service and paid at the time of termination.

ARTICLE X
SICK LEAVE BANK

The City and the Union hereby establish a Sick Leave Bank for all bargaining unit employees. The Bank will be governed by a three (3) person Board of Directors: two (2) of the three (3) Directors shall be appointed by and serve at the discretion of the Union. The third Director shall be appointed by and serve at the discretion of the City. The Board shall promulgate the rules and regulations of and for the Sick Leave Bank. All rules and regulations must be consistent with the following negotiated principles:

a) No sick leave will be issued to any employee who has not already exhausted his/her own allotment of sick leave from the City.

b) No sick leave will be issued to any employee who is not seriously ill.

c) Applicant to the sick leave bank must be a Union member.

d) In those Departments where temporary and provisional employees receive the same benefits as permanent employees, all employees (permanent, temporary and provisional) can apply to the bank. In those Departments where temporary and provisional employees do not receive the same benefits as permanent employees, only permanent employees can apply to the bank.

e) Applicant must fill out an application form that the Stewards will have.

f) Application must be accompanied by a doctor's certificate stating the nature of the illness and the expected duration of the applicant's absence.

g) Board recommends that application be submitted in sufficient time (such as two weeks) prior to the exhaustion of his/her own sick leave.

h) The Board reserves the right to call in a doctor of their own choice for examination and consultation.

i) Any person who, in the Board's opinion, has abused sick leave in the past will not be eligible to receive any days from the sick leave bank.

j) No retroactive sick leave will be granted.

k) Maximum amount of time granted by the Board to an individual will be thirty (30) working days before a review.

l) The Board will report to the applicant and the membership its decision with supporting reasons.

m) The Board will allow appeal review; however, the Board has the final say.

n) The Board reserves the right to open a review of a case at any time

o) The Mayor's Office will notify Departments to dock one sick day from each permanent Union employee at the beginning of each fiscal year.

p) Employees awaiting worker's compensation may borrow from the bank if their own sick leave is exhausted, but the time granted from the Bank must be returned to the Bank when worker's compensation restoration is made.

All members of the bargaining unit will contribute one (1) sick leave day to the Sick Leave Bank on July 1, 1983. Employees covered by this contract may, upon retirement or death, contribute up to a maximum of thirty (30) unused sick leave days to the Sick Leave Bank.

ARTICLE XI
VACATIONS

Section 1.

Effective July 1, 1982 vacation leave shall henceforth be accumulated on a fiscal year cycle. All employees covered by this Agreement shall be eligible for vacation credits on a pro-rata basis. In the first year of employ vacation shall be pro-rata from date of employment through June 30th, based on a two-week per year accumulation: i.e. Employment date Feb.1, (Feb-June) equals 5 months times .8333 (10 vac. days divided by 12 months) = 4.17 days vacation to be credited as of July 1st. Each July 1st thereafter, through year four (4) an employee would be entitled to two (2) weeks vacation. Should an employee choose not to take an earned vacation period in a given year, said person may use it the following year in addition to the earned vacation period for that year. However, no employee may accrue more than one (1) year of additional vacation period.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing vacation accrual.

Section 2. Any employee thereof, covered by this Agreement, who has worked continuously, shall be granted an annual vacation without loss of pay as follows:

5 years through 9 years = three (3) weeks vacation
10 years through 16 years = four (4) weeks vacation
17 years through 24 years = five (5) weeks vacation
25 years and over will receive six (6) weeks vacation

The additional week shall be granted on the employee's anniversary date of employment. Upon retirement, death, or termination during any given year, any eligible person will be credited for outstanding earned vacation. Minimum notification of twenty-four (24) hours before beginning of regular scheduled reporting time is required for single vacation days. In addition, all Local Union 1144(A) employees on the payroll as of February 10, 2003 (Furlough Agreement), shall be eligible to carry over an additional fifteen (15) vacation days above and beyond the limits detailed above in this section.

Section 3.

In the event the City Council approves a different vacation schedule for Administrators, during the term of this contract, the City will reopen this Agreement for unit employees to receive the same vacation schedule.

ARTICLE XII
BEREAVEMENT LEAVE

Section 1.

An employee covered by this Agreement shall be allowed bereavement leave with pay upon the death of the employee's spouse, child, grandchild, brother, sister, brother-in-law, sister-in-law, parent, grandparent, son-in-law, daughter-in-law, or upon the death of the employee's spouse's child, parent, brother, brother-in-law, sister, sister-in-law, grandparent, grandchild, significant other, or member of the employee's household. Such leave will extend from time of death until the tour of duty on the day following the funeral services, but shall not, unless special permission is granted by the chief executive officer, exceed ninety-six (96) hours.

Section 2.

In addition, one (1) day of funeral leave shall be granted to those employees who attend funeral services for their aunt, uncle, niece, nephew or cousin.

Section 3.

In the event any of the relatives mentioned in Section 2 above reside within the employee's household, said employee shall be granted three (3) days funeral leave.

Section 4.

If out of state travel is necessary, additional time shall be granted, at the discretion of the Mayor, or his/her designee.

ARTICLE XIII
OVERTIME

All time worked in excess of eight (8) hours in any one day, or after forty (40) hours in any one week shall be paid at the rate of time and one-half of the hourly rate. Overtime will be rotated equally among those willing to accept it. Overtime shall not be paid twice for the same call back period.

After the effective date of this Agreement, there will be a six (6) month period of cross training. After the completion of said six (6) months of cross training, the overtime lists for the Water Department and the Streets and Drains Department shall be combined. The City agrees to meet and discuss the combined overtime list with the Union prior to implementation.

ARTICLE XIV
WORKWEEK

Section 1.

The work week in the Labor Division shall begin on Monday and end on Friday (except regular seven-day operations), consisting of five (5) eight (8) hour days.

Section 2. Seven Day Operations Only.

The work week for employees in seven (7) day operations is Sunday through Saturday and consists of a five (5) day, forty (40) hour period with two (2) consecutive days off in each week.

Section 4. Street Department.

The most junior employee at the Street Division, Labor Division, will have his/her work week consisting of five (5) eight hour shifts, with two (2) consecutive days off. Position shall be posted as such and not subject to change each week.

Section 5. Subcontracting.

The City agrees to a pre-job conference between the Union and the City, before integrated work commences, for all jobs contracted out, to determine premium rates to be paid to City personnel when working with the contractor.

Section 6. Time Clocks.

All employees who report to work at the Craig Sherman Operations Center shall be required to use either the Kronos time clock or a biometric time clock system according to the Time Clock Standards attached hereto as Attachment "C".

Each employee who is now required to begin using the biometric time clock system or Kronos time clock shall receive a payment of $600.00 as soon as practical after the cost increases required by this Agreement are funded by vote of the City Council.

ARTICLE XV
DIFFERENTIALS

Section 1.

Employees performing work on shifts from 4:00 PM to 12:00 (midnight) or 3:00 PM to 11:00 PM or from 12:00 (midnight) to 8:00 AM or 11:00 PM to 7:00 AM in the Water, Sewer, Street, Park/Recreation, and Public Buildings shall receive fifty ($.50) cents per hour over and above their present rate of pay. Differentials will be paid for vacations, sick leave, personal days, holidays, etc. to those employees who are normally scheduled to work those shifts.

Section 2. Hazardous Duty Differentials.

A differential will be added to base pay when working in hazardous conditions. All employees of the Sewer Maintenance Division and repair personnel at the Waste Water Treatment Plant will receive one dollar-five ($1.05) cents per hour for every hour worked. One dollar-five ($1.05) cents per hour for all employees working with bituminous concrete, except for basic pot hole repair. The entire crew working in trenches five feet (5') or more deep will receive $1.05 cents additional.

Section 3. Orientation Differential.

Employees required to report early for orientation in those operations requiring same will be paid their regular rate of pay for time worked. i.e., Water Treatment Plant.

ARTICLE XVI
WORKING IN A HIGHER CLASSIFICATION

Section 1.

Employees assigned, with Department Manager approval, to work in a higher classification shall receive the higher rate of pay for all work after the second day of assignment to higher classification. Employees working in the same higher classification long term, with no brake in service in that higher classification, shall be credited with such time for the purpose of step raises in the higher classification. This shall apply only if such employee is officially promoted to the higher classification title as defined by MGL Chapter 31.

Section 2. Work in a Lower Classification.

Employees may work temporarily or part-time in a lower classification without any loss in pay.

Section 3. Temporary Assignment.

Workers from one department can assist members of another department when assistance is required on a temporary basis. If temporary assistance is to exceed two (2) days, it will be subject to Union notification and approval.

The above Section does not apply to temporary assignments between the Water and Streets and Drains Departments of the Operations Division. (see Section 6 of this Article)

The City may utilize other Municipal Departments and volunteer groups to perform work in other City Departments so long as members of the work force are not displaced by doing so. Also, members of the work force may be required to assist other Municipal Departments when directed by the Department Manager. All of the preceding language is subject to Union notification and approval.

Section 5. Temporary Assignments between the Water and Streets and Drains Departments of the Operations Division.

In addition to the duties set forth in the job descriptions of the various classifications represented by this bargaining unit, all employees in the Water or Streets and Drains Departments of the Operations Division may be assigned to perform the duties of a Laborer/Truck Driver within either the Water or Streets and Drains Departments, as management determines. None of said duties shall include work which requires a license from the Commonwealth of Massachusetts which the employee does not possess.

Section 6.

All wage rate increases set out below in the pay plan shall become effective July 1, 1999.

a) Truck drivers shall receive twelve cents ($.12) cents per hour more than their base pay when assigned by Supervisory personnel.

~~b) To establish a three (3) step scale of wages for all employees hired after January 1, 1988. Advancement to the next step will be on the anniversary date of employment. Employees in all Departments, except Foreman, as of January 1, 1988 will be considered at Step III of the pay scale. New employees will start at Step I.~~ With the deletion of the existing language, Local 1144 has the new wage classification due to negotiations.

c) Any employee that has to be away for one (1) or more weeks of training in the Armed Forces will receive their normal pay check from the City.

Section 7.

The rates of pay as agreed upon between the contracting parties hereto are set forth below.

Section 8.

Section 8.

The payday may be changed from Thursday to Friday at the option of the City provided that all other Unions in the City agree.

ARTICLE XVII
LONGEVITY

All employees covered by this Agreement in full-time service of the City of Taunton, in permanent status and occupying a position subject to the Salary Administration Plan and Ordinance shall be paid longevity based on the City of Taunton's third year Patrolman's salary, including Patrolman's hazardous duty pay. Increments will be as follows:

Paid out for Oct. 1, 2013-Sept. 30, 2014		
5 yrs.	2.2%	$1,153.98
10 yrs.	2.8%	$1,468.71
15 yrs.	3.4%	$1,783.43
20 yrs.	4.0%	$2,098.15
25 yrs.	5.6%	$2,937.42
30 yrs.	6.25%	$3,278.37

*Based on 3rd year patrolman's salary including hazardous duty pay

Payment will be made in a lump sum the first pay period of October each year. Payment will be pro-rated for employees who leave employ for each month of service. Increments will be added to payment upon anniversary date of employment and paid the first pay period in October.

Any employee on Workers Compensation for twelve (12) consecutive months will not be eligible for longevity until the next annual payment after he/she has returned to work. Longevity will be paid the first pay period in October each year.

Amounts will be pro-rated for employees who leave employ for each month of service and paid at the time of termination.

All employees working for the City of Taunton while involved with the C.E.T.A. program will be credited for that employment for the purposes of computing longevity.

ARTICLE XVIII
CALL BACK

Section 1.

Employees covered by this Agreement who are called back to work after completion of the day's work and have left their place of employment shall be guaranteed four (4) hours pay at time and one-half.

Section 2. Emergency Stand-by.

When the Mayor or Department Manager deem an emergency exists, employees will be paid five (5) hours straight time when asked to stand-by on Saturday, Sunday and Holidays. Employees in any Department may be asked to stand-by.

Section 3. Standby.

Each Working Foreman, Senior Working Foreman and General Foreman in the Water and Streets and Drains Departments of the Operations Division appointed after the effective date of this Agreement shall be required to perform Standby duty. Such Standby duty shall be equally distributed among such Foremen, Senior Working Foremen and General foremen in the Operations Division, as well as those grandfathered Foremen who desire to do this work, on a weekly basis. Foremen in the Operators Division shall be paid $50.00 per day for being on Standby. Employees shall have use of a City vehicle while serving on Standby duty.

Employees may, with the prior approval of Management, switch Standby duty on a weekly basis. Should an employee on Standby duty become unavailable for an unforeseen reason, the employee may obtain substitute coverage, upon notification to Management. The "substitute" employee serving such Standby duty shall not receive additional Standby pay.

All employees called back, including employees on Standby, shall have their hours of work calculated, in accordance with past practice, from the time that the employee receives the call.

Each Working Foreman, Senior Working Foreman and General Foreman appointed in the Water and Streets and Drains Departments of the Operations Division as of the effective date of this Agreement shall be given an opportunity

once each year to choose whether or not each wishes to participate in the mandatory weekly Standby duty assignments for the following year.

The Foreman on Standby duty shall respond to and document calls for overtime work. As needed, the Standby Foreman shall notify DigSafe, obtain a police detail, and shall call in appropriate crews to perform repairs. The Standby Foreman will either mark out underground utilities or will assign appropriate personnel to do so. The Standby Foreman shall be responsible for continued proper supervision of any needed overtime repair work.

"Document" as referred above, shall mean that the Standby Foreman will put in writing both the names of the employees, and the times for which they shall be paid, i.e. the time from which the employee on Standby and each individual called back shall commence payment in accordance with the requirements above, and the departure time.

With regard to the Parks, Cemeteries and Public Grounds Department, the Working Foremen shall rotate Standby duty on a weekly basis. These Working Foremen will not receive Standby Pay, in consideration of the minimal amount of overtime calls in this Department, but will receive the four (4) hour minimum if required to respond to perform overtime work. In the event the Working Foreman on Standby duty is not available to take calls, the second Working Foreman shall be called. The Commissioner shall use the Parks, Cemeteries and Public Grounds Department overtime list by seniority if employees need to be called in to perform work. Said employees called in shall receive the four (4) hour minimum.

ARTICLE XIX
SENIORITY

To the extent permitted by applicable law (including M.G.L.Chapter 31), seniority shall govern for all purposes. Seniority shall mean length of continuous employment in the bargaining unit.

In the event of reduction in force (RIF), the least senior employee shall be laid-off first. In the event that a laid-off employee(s) is or are recalled, the most senior laid-off employee will be recalled first.

Seniority shall also apply to the granting of benefits. Senior employees will get first choice on vacation scheduling.

The City reserves the right to promote and/or transfer qualified employees, however, it also agrees to give preference to the three (3) most senior applicants

who have the required qualifications for the position into which they are to be transferred and/or promoted.

ARTICLE XX
CLOTHING, TOOL, AUTOMOBILE ALLOWANCE

Section 1. Clothing Allowance.

Effective July 1, 2012, clothing allowance ($575.00) will be rolled in to the base pay. *(i.e. ($575.00/52)/40=.2764 cents per hour (rounded to the nearest penny).*

Payment must be made in the third week of July. For employees receiving the Clothing Allowance, pants or jeans and a long or short sleeve shirt shall constitute acceptable clothing.

Section 2.

Any employee on Worker's Compensation for twelve (12) consecutive months will not be eligible for the clothing allowance until the next annual payment after he/she has returned to work. Clothing Allowance will be paid the third pay period in July each year. Amounts will be pro-rata for employees who leave employ for each month of service.

Section 3. Tool Allowance.

All employees of the Department of Public Works, Parks, Cemeteries and Public Grounds Department shall, in the case of loss or theft, not caused by the employee's own negligence, of a privately owned tool(s) used in the performance of their regular municipal duties, receive reimbursement in the aggregate, not to exceed Two Hundred fifty Dollars ($250.00). Said reimbursement shall be at the discretion of the appropriate immediate Foreman. Tools necessary for the job will be provided by the City.

Carpenters, Mechanics, Plumbers and Electricians who are required to provide and use personal tools to complete their essential job functions will be reimbursed up to $250.00 per year to be paid in the last payroll of each fiscal year upon submission of purchase receipts. In order to be eligible to receive this tool allowance, employees must agree with their supervisors at the beginning of each year to a written list of personal tools which employees are required to provide and use to complete their essential job functions. The City retains the option of providing any required tools to employees.

Section 4. Automobile Allowance.

Employees classified and employed as Meter Readers in the Water Department shall be paid an allowance of Four Hundred Dollars ($400.00) per month. Building Maintenance Men, when requested by the Department Manager to use a personal vehicle in traveling to and from job sites during the work day, will be allowed gas allotment at the DPW garage at the discretion of the Department MANAGER. Watchmen at the Park, Cemeteries and Public Grounds Department to receive One Hundred Five Dollars ($105.00) per month, for use of his/her personal vehicle to perform duties.

Section 5. Education Incentive.

The City shall reimburse employees covered by this Agreement the full cost of completed educational courses that are job or advancement related, subject to Department Manager approval and a passing grade for the course.

ARTICLE XXI
EMPLOYEE PROTECTION

Section 1. Protective Covering.

All vehicles to be purchased or rented by the City, from the date of inception of this contract, such as bulldozers, loaders, etc. must have protective covering during inclement weather.

Section 2. Safety.

a) The City will use no force or coercion on an employee endangering his/her life or the life of a fellow employee, nor will the City violate State and Federal Safety Ordinances or Laws.

b) The Employer agrees to permit representatives of Laborers' International Union of North America, AFL-CIO and/or Local 1144 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

c) No employee shall be required to operate or drive any equipment that is unsafe or defective within the generally accepted standards as determined and published by the Safety Committee.

d) A First-Aid Kit shall be included in the standard equipment of all trucks.

e) Watchmen will be supplied with police/security type flashlights.

f) Employees are required to properly use the trench box whenever working in trenches, as required by Massachusetts or OSHA regulations.

Section 3. Emergency Equipment and Training.

a) Wherever there is any safety or emergency equipment (i.e. fire extinguishers, breathing apparatus, emergency repair kits, emergent shower and eye wash, etc.) within the employee's regular work area, management shall instruct all employees on the proper use of such safety and emergency equipment.

b) Employees are required to properly use the trench box whenever working in trenches, as required by Massachusetts or OSHA regulations.

c) The City shall design a program once a year to train all employees who want to participate in learning First Aid and CPR. The City shall bear all costs for training and certification for all courses and other preventative safety courses.

d) Each department shall develop and train employees in the safe operation of equipment and machines, in the safe handling of materials and chemicals, and procedures for emergency situations that may occur (i.e. power outages, fires, chemical spills, etc.).

ARTICLE XXII
GRIEVANCE PROCEDURE

Section 1.

There shall be a Union Grievance Committee composed of not more than three (3) employees from within the bargaining unit who shall be designated by the Union to process differences that may arise between the parties in the manner hereinafter provided.

Section 2.

For the purpose of this Agreement, the term "grievance" means any difference or dispute between the Employer and the Union, or between the Employer and any Employee with respect to the interpretation, application, claim or breach or violation of any of the provisions of the Agreement.

Section 3.

Any such grievance shall be settled in accordance with the following procedure:

a) A grievance shall be presented by the aggrieved employee and the Union Steward within five (5) days of the alleged grievance, to the Division or Department Chief, who shall give his/her answer within five (5) working days thereafter.

b) Failing to settle the grievance under Section 3(a), it shall be reduced in writing by the employee and presented to the Department Manageror Director by the aggrieved employee and Union representatives and the Department Manager or Director shall give his/her answer in writing within five (5) days thereafter.

c) Failing to settle the matter under Section 3(a) or 3(b) the aggrieved employee, Union representative, the Mayor and/or City officials shall meet within five (5) working days, and an answer shall be given in writing within five (5) working days thereafter. In the event the Department Manager or Director or Mayor or both are absent from the City at the time of the alleged grievance, the time period in Section 3(b) and Section 3(c) shall commence to run as of the next time the Department Manager or Director shall return to the City.

d) The Union and the City agree to accept and act promptly upon any grievance of a general nature received from one another. Any such grievance will be presented in writing and will be processed in accordance with paragraphs (c) and (e) hereof.

e) In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein.

Section 4. Arbitration Procedure.

Shall be as follows:

a) The Union and the City will attempt to agree on an impartial arbitrator to hear and decide the unresolved grievance. Both parties agree that the arbitrator's decision will be final and binding; the cost of the arbitration will be borne equally by the City and the Union. If the City and the Union cannot agree on the individual to serve as an impartial arbitrator within a reasonable time, the arbitrator shall be selected by the American Arbitration Association pursuant to the Voluntary Labor Arbitration Rules of said Association. Either party may submit to the American Arbitration Association or if the parties mutually agree, they may submit their request to the Division of Labor Relations.

b) Union Stewards and Officers shall be granted sufficient time off during working hours to investigate and/or resolve grievances and/or complaints. Union Stewards and Officers shall be granted such time off without loss of pay.

Section 5. Arbitration.

Aggrieved members shall have the right to Union representation including International Representatives through the entire course of the grievance procedure. Nothing in this grievance procedure shall be construed to change, conflict, amend or affect in any way the rules and regulations of Civil Service of Massachusetts General Laws, Chapter 31.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

Section 1. Notification of Accrued Sick Leave, Vacation, Personal Days and Compensatory Days.

The Employer agrees to notify all employees of accrued sick leave, vacation, personal days and compensatory days each quarter.

Section 2. Meal Allowance.

All employees covered by this Agreement shall be granted a meal period of one-half hour (1/2) duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees of the Park/Recreation Department will take one-half (1/2) hour lunch time on the job site. If deemed necessary, the job Supervisor may allow employees to return to the shop to wash. However, it shall be understood that the Department Manager shall have final jurisdiction in these matters. Lunch will be taken at the DPW Garage for DPW employees within a reasonable distance of the job site.

During snow removal and emergencies when employees are required to work through the supper hour, the Employer agrees to compensate all employees required to work for a meal not to exceed seven dollars and fifty cents ($7.50). These Employees shall be furnished the meal every four (4) hours of continuous work thereafter. In the case of call backs, meal allotments will be allowed every four (4) hours of continuous work. In cases of emergency, employees shall receive a meal allowance every four (4) hours of actual labor and every four (4) hours thereafter. Supper hour shall be defined as two hours from the completion of the regular shift.

Section 3. Bulletin Boards .

The Employer shall allow the Union to use Department Bulletin Boards for the posting of Union notices, rules and regulations appearing over the signature of either the President or the Secretary of the Local Union. Announcements shall be posted in a conspicuous place where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of a routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

Section 4.

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil 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 and any benefits, privileges or working conditions existing prior to this Agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying, or changing such benefits, privileges or working conditions, it shall be subject to negotiation between the parties.

Section 5. Special License Fees.

The Employer shall reimburse employees the amount paid for all required special license fees, including but not limited to, all levels of Commercial Drivers License (CDL), all grades Water Treatment, Hoisting license, Back-flow prevention (cross connection), Pool Certificate, however, not to include basic motor vehicle operator licenses. The employer shall reimburse employees for any mandated courses required to maintain job required licenses.

Section 6. Watch Dogs.

If the City requires a watchdog(s), the Employer shall pay for the dog food for the watchdogs, one (1) at the City Garage, one (1) at the Waste Water Treatment Facility and one (1) at the Water Pumping Station, not to exceed a total of One Hundred Seventy-five Dollars ($175.00) per year.

Section 7. Seminar and In-Service Programs.

The City shall pay employees for time and registration fees for Seminar and In-Service Programs and Regional Meetings, if approved by Department or Division Manager.

Section 8. Glasses and Dental Plate Repair .

The City will pay for the repair of glasses and dental plates when broken on the job, provided the employee has two (2) witnesses or approval by the Department Supervisor. If any claims are proven to be fraudulent, all persons involved will be subject to dismissal. All replacement of glasses shall be safety glasses. In the event there are excessive claims during the first two (2) years, the Mayor reserves the right to terminate this Section after meeting with Union Representatives.

Section 9. Wash-Up Time.

All employees working in the field shall be allowed fifteen (15) minutes wash-up time before lunchtime and at the end of the day shift. (Union will assist City to insure that employees do not come in from the work sites earlier than the wash-up time allowed.)

Section 10. Employees certified by State for Herbicidal Spraying.

The City agrees to pay Fifty Dollars ($50.00) per year to all employees of the Parks, Cemeteries and Public Grounds Department certified by the State to spray pesticides, herbicides, etc., and for those employees who hold a Pool Certificate. To be paid in the month of July each year.

Section 11. Certifications .

Any Water Department employee certified in water treatment will be allotted the amount of money according to Grade Certification each year to be paid in the month of July as follows:

Grade 1 Certification	$300.00
Grade 2 Certification	$350.00
Grade 3 Certification	$400.00
Grade 4 Certification	$450.00
Chemist	$600.00
*Electrician	$500.00
*Plumber	$500.00
*HVAC Technician	$500.00
*Working Foreman/Bldg. Dept. w/ Construction	
*Supervisors License	$500.00
*Electronic Technician	$500.00
*Head Electronic Tech.	$500.00
*Back Flow License Cross Connection	$500.00
*Device Tester License	$500.00

*Each employee holding the above licensed positions shall be allotted $500.00 each year to be paid in the month of July. Employees shall be entitled to only one $500.00 payment regardless of the number of licenses held.

Section 12. Employee Lunch/Break Room .

Whenever feasible the City agrees to provide a break room for employees covered by this Agreement in all Departments.

Section 13. Physical Examinations.

Any employee required to take physical examinations shall have such scheduled during their regular working hours, and be permitted to attend without a loss of wages.

Section 14. Employee Improvement Incentive.

Any employee who obtains a CDL license not required for his/her job title shall receive a payment of $250.00.

ARTICLE XXIV
SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the take-over, assumption or contracting out of any plant, operation, function, or part thereof.

It is agreed that a successor employer shall continue the employment of present employees who seek such employment. However, the Union shall have the right to renegotiate this Agreement or portions thereof with any successor or assign, and the Union shall also have the right to terminate the Agreement with the successor or assign upon written notice to said successor or assign.

ARTICLE XXV
PAYROLL & WAGES

Section 1.

The compensation and classification plan attached hereto as Attachment "A" shall become effective as of February 3, 2013. All wage scales shall be increased by 2% effective as of July 1, 2013 and July 1, 2014, as reflected in Attachment "B" hereto. There shall be no advancement on the steps of the new compensation plan from February 3, 2013 through June 30, 2015. Step advancement shall resume on July 1, 2015, per **ARTICLE XVI: WORKING IN A HIGHER CLASSIFICATION", Section 6 b**, on each employee's anniversary date of employment.

Each employee who was on the City's payroll on February 3, 2013, and continues to be employed as of the effective date of this Agreement, as well as employees who have retired through the Taunton Retirement Board since July 1, 2012, shall receive a payment of $400.00 as soon as practical after

the cost increases required by this Agreement are funded by vote of the City Council.

Only employees who are currently employed or employees who have retired through the Taunton Retirement Board since February 3, 2013, shall be eligible to receive retroactive pay increases back to the date of their initial employment, or to February 3, 2013, whichever applies.

Section 2. Direct Deposit.

Effective July 1, 2011 or at a date following, employees will be required to enroll in direct deposit.

ARTICLE XXVI
LEAVES OF ABSENCE

Family and Medical Leave: Employees shall be granted up to twelve (12) weeks leave under the Family and Medical Leave Act of 1993 with all rights and benefits set forth by said Act. For the purposes of defining the leave year in accordance with the provisions of the Family and Medical Leave Act (FMLA), said year shall be defined by contract fiscal years, i.e. July 01, 2005 through June 30, 2006.

Leave of Absence: Leaves of absence without pay for a limited period of time subject to the approval of the employee's department manager and/or the Mayor or his designee, which approval shall not be arbitrarily or unreasonably withheld and may be granted to the employee for a reasonable purpose.

ARTICLE XXVII
TERMINATION AND EXTENSION OF AGREEMENT

Section 1.

This Agreement shall take effect July 1, 2012 and shall remain in full force and effect until June 30, 2015.

Either party may give to the other written notice of its desire to modify this Agreement or to negotiate a successor Agreement at least sixty (60) days prior to the expiration date by mutual consent or agreement of the representatives of the City and the Union.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers and representatives, as of this July 23, 2014.

CITY OF TAUNTON, MASSACHUSETTS
APPROVED AS TO FORM AND ~~CONTENT~~ CHARACTER

Jason D. Buffington, City Solicitor

Thomas C. Hoye Jr., Mayor

MASSACHUSETTS LABORERS' DISTRICT COUNCIL
IN BEHALF OF
PUBLIC EMPLOYEES LOCAL 1144
OF THE LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO

Jon Cimino, Field Representative

PUBLIC EMPLOYEES' LOCAL 1144
Taunton, Massachusetts

Peter Rodriguez, Secretary/Treasurer

LOCAL 1144A			
	2/3/2013	7/1/2013	7/1/2014
Grade Level I			
Bldg/Grounds Mtnce Technician I	$ 17.86	$ 18.22	$ 18.58
	$ 17.86	$ 18.22	$ 18.58
	$ 17.86	$ 18.22	$ 18.58
	$ 17.86	$ 18.22	$ 18.58
	$ 17.86	$ 18.22	$ 18.58
	$ 17.86	$ 18.22	$ 18.58
Laborer/Truck Driver			
Pumping Station Attendant	$ 17.86	$ 18.22	$ 18.58
Watchman	$ 16.83	$ 17.17	$ 17.51
	$ 16.83	$ 17.17	$ 17.51
	$ 16.83	$ 17.17	$ 17.51
Building Maintenance Tech I	$ 20.40	$ 20.81	$ 21.22
Houseworker	$ 16.83	$ 17.17	$ 17.51
	$ 16.83	$ 17.17	$ 17.51
	$ 16.83	$ 17.17	$ 17.51
Grade Level II			
Water Meter Technician	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
	$ 18.95	$ 19.32	$ 19.71
Bldg/Grd Maintenance Tech II	$ 18.95	$ 19.32	$ 19.71
	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
	$ 18.21	$ 18.57	$ 18.95
Equipt Repairman (Park/Rec)	$ 20.11	$ 20.51	$ 20.92
Tree Climber			
Motor Equipment Operator I & II	$ 18.95	$ 19.32	$ 19.71
	$ 18.21	$ 18.57	$ 18.95

Grade III			
Motor Equip. Repairman	$ 21.39	$ 21.82	$ 22.25
	$ 20.97	$ 21.39	$ 21.82
Heavy MEO III	$ 20.97	$ 21.39	$ 21.82
	$ 20.97	$ 21.39	$ 21.82
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
Bldg.Main. Tech/Locksmith Specialty	$ 19.76	$ 20.16	$ 20.56
Plumber	$ 28.14	$ 28.70	$ 29.28
Electrician	$ 28.14	$ 28.70	$ 29.28
	$ 28.14	$ 28.70	$ 29.28
Laboratory Technician	$ 27.07	$ 27.61	$ 28.16
HVAC Technician	$ 28.14	$ 28.70	$ 29.28
Electronic Technician	$ 28.14	$ 28.70	$ 29.28
Carpenter	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
	$ 19.76	$ 20.16	$ 20.56
Grade Level IV			
Working Foreman	$ 21.25	$ 21.67	$ 22.10
	$ 21.25	$ 21.67	$ 22.10
Working Foreman (Operations)	$ 21.25	$ 21.67	$ 22.10
	$ 21.25	$ 21.67	$ 22.10
	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
Working Foreman (Water)	$ 22.10	$ 22.55	$ 23.00
Water Treatment Operator	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
	$ 22.10	$ 22.55	$ 23.00
	$ 20.02	$ 20.42	$ 20.83
Head Traffic Technician			
Grade Level V			
Head Electrician	$ 31.18	$ 31.80	$ 32.44
Head Plumber	$ 31.18	$ 31.80	$ 32.44
Working Foreman (Bldg)	$ 22.98	$ 23.44	$ 23.91
Working Foreman (Bldg)	$ 22.98	$ 23.44	$ 23.91

Grade Level VI			
Genl Foreman (Parks and Rec)			
General Foreman (Hghwy)			
Senior Working Foreman	$ 25.93	$ 26.45	$ 26.97
Senior Working Foreman VMD	$ 25.93	$ 26.45	$ 26.97
Grade Level VII			
Head Electronic Technician	$ 31.18	$ 31.80	$ 32.44

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Grade Level I	2/1/13	$16.83	$17.17	$17.51	$17.86	$18.22	$18.58
Grade Level I	7/1/2013	$17.17	$17.51	$17.86	$18.22	$18.58	$18.95
Grade Level I	7/1/2014	$17.51	$17.86	$18.22	$18.58	$18.95	$19.33
Grade Level II	2/1/13	$18.21	$18.57	$18.95	$19.32	$19.71	$20.11
Grade Level II	7/1/2013	$18.57	$18.95	$19.32	$19.71	$20.11	$20.51
Grade Level II	7/1/2014	$18.95	$19.32	$19.71	$20.11	$20.51	$20.92
Grade Level III	2/1/13	$19.76	$20.16	$20.56	$20.97	$21.39	$21.82
Grade Level III	7/1/2013	$20.16	$20.56	$20.97	$21.39	$21.82	$22.25
Grade Level III	7/1/2014	$20.56	$20.97	$21.39	$21.82	$22.25	$22.70
Grade Level IV	2/1/13	$20.02	$20.42	$20.83	$21.25	$21.67	$22.10
Grade Level IV	7/1/2013	$20.42	$20.83	$21.25	$21.67	$22.10	$22.55
Grade Level IV	7/1/2014	$20.83	$21.25	$21.67	$22.10	$22.55	$23.00
Grade Level V	2/1/13	$22.98	$23.44	$23.91	$24.39	$24.87	$25.37
Grade Level V	7/1/2013	$23.44	$23.91	$24.39	$24.87	$25.37	$25.88
Grade Level V	7/1/2014	$23.91	$24.39	$24.87	$25.37	$25.88	$26.40
Grade Level VI	2/1/13	$24.92	$25.42	$25.93	$26.45	$26.97	$27.51
Grade Level VI	7/1/2013	$25.42	$25.93	$26.45	$26.97	$27.51	$28.06
Grade Level VI	7/1/2014	$25.93	$26.45	$26.97	$27.51	$28.06	$28.63
Grade Level VII	2/1/13	$27.51	$28.06	$28.62	$29.19	$29.78	$30.37
Grade Level VII	7/1/2013	$28.06	$28.62	$29.19	$29.78	$30.37	$30.98
Grade Level VII	7/1/2014	$28.62	$29.19	$29.78	$30.37	$30.98	$31.60

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 30 day of Nov, 2006 by and between the City of Taunton and the Taunton DPW, Local 1144.

NOW THEREFORE, the parties do hereby agree to the following revisions/amendments/modifications to the Collective Bargaining Agreement:

1. Due to the privatization of the Sewer Department, the current employees shall be transferred to the Department of Public Works and shall preserve all benefits that they are currently afforded, i.e. seniority, wages, and differentials. They will also maintain there current standby assignments for emergency calls. The Sanitary Inspector will also maintain his/her use of a City vehicle in the same capacity as current practice.

SIGNED THIS 30 DAY OF Nov, 2006.

For the Public Employees' Local 1144:

For the City of Taunton: