

**AGREEMENT BETWEEN
TOWN OF WILMINGTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
AFL-CIO, STATE COUNCIL 93
LOCAL #1703**

UNIT 1

EFFECTIVE JULY 1, 2022

EXPIRING JUNE 30, 2025

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
1	Recognition	1
2	Management Clause	1
3	Union Representatives.....	2
4	Labor-Management Meetings.....	2
5	Safety Committee.....	2
6	Union Dues.....	3
7	Hours of Work	3
8	Longevity	4
9	Compensation.....	4
10	Early Retirement.....	5
11	Meal Periods.....	5
12	Vacancies, Working out of Classification, Residency Requirement, Resignations, Probationary Period, Promotions and Physical Examination.....	5
13	Overtime.....	6
14	Holidays.....	8
15	Vacations	9
16	Sick Leave.....	10
17	Funeral Leave	11
18	Court Leave and Miscellaneous Fringe Benefits	11
19	Personal and Other Types of Leave.....	12
20	Leave Without Pay.....	12
21	Military Leave	12
22	Workers' Compensation	13
23	Parental Leave Law	13
24	Family and Medical Leave Act	13
25	Small Necessities Leave Act	14
26	Uniforms and Protective Clothing.....	14
27	Access to Premises	14
28	Bulletin Board	15
29	Grievance and Arbitration Procedure	15
30	Discipline for Just Cause	16
31	Discrimination and Coercion.....	16
32	Conflict of Law.....	17
33	Clean-up Time.....	17
34	Seniority	17
35	Rest Periods.....	18
36	Binding Effect, Terms and Duration.....	18
	Classification Plan	20
	ADDENDUM.....	21
	APPENDIX A 7/1/22 - Hourly Wage Schedule.....	22
	APPENDIX B 7/1/23 - Hourly Wage Schedule.....	23
	APPENDIX C 7/1/24 - Hourly Wage Schedule.....	24
	APPENDIX D Vacation Grid	25
	APPENDIX E Personal Leave Grid.....	27

AGREEMENT

This Agreement entered into by the Town of Wilmington, on behalf of employees of the Public Buildings Department, hereinafter referred to as the Town or Employer, and Local #1703 State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. This Agreement is made pursuant to and subject to the terms of Chapter 150E of the Massachusetts General Laws, as the same may be amended from time to time.

ARTICLE 1
RECOGNITION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all employees of the Public Buildings Department excluding the Building Superintendent, Buildings' Assistant Superintendent, and Secretary (Clerk).

Section 2: The Employer agrees that it will refrain (1) from interfering with, restraining or coercing employees in the exercise of their right to self organization, to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; (2) from dominating or interfering with the formation, existence or administration of any employee organization; or (3) from discharging or otherwise discriminating against an employee because he has signed or filed any affidavit, petition or complaint or given any information or testimony in a hearing before the State Labor Relations Commission, on a charge that the Town has engaged or is engaging in a practice prohibited by MGL, Chapter 150E.

Section 3: The Union shall be responsible for representing the interests of all such employees without discrimination and without regard to the membership of employees in the Union, and the Union agrees to refrain from engaging in the prohibited practices set forth in Massachusetts General Laws, Chapter 150E, Section 10(b).

ARTICLE 2
MANAGEMENT CLAUSE

Section 1: Except insofar as modified by this Agreement, the management and control of the Wilmington Public Buildings Department and of the maintenance and custodian employees employed therein shall remain the sole right, responsibility and prerogative of the Town and/or Town Manager.

Section 2: The management of the work of the Town, the direction of the work and the right to plan and control Town operations and make and enforce reasonable work rules is reserved exclusively in the Town and the Wilmington Town Manager Act, provided that such rights will not be inconsistent with the terms of this Agreement or Chapter 150E of the General Law.

Section 3: Management rights and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in a manner inconsistent with, or in violation of, any of the specific terms and provisions of this Agreement.

Section 4: No action taken by the Town pursuant to its governmental powers, shall be subject to the grievance provisions of this Agreement other than as specifically provided for herein.

Section 5: There shall be no strikes, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, encourage, aid or condone any such activities. No employee shall participate in any such activities. The employer will not conduct a lockout against employees.

Section 6: There shall be no discrimination, restraint or coercion against any employee because of membership in the Union.

Section 6: Subcontract Clause - The Town reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position, which he is qualified to fill and is eligible to fill.

ARTICLE 3

UNION REPRESENTATIVES

Section 1: A written list of Union Stewards and Union Representatives shall be furnished to the Town immediately upon their designation or election. Notice shall also be given in writing of any change in the list as soon as the change takes place.

Section 2: Activities of employees in connection with the investigation and disposition of employee grievances may take place outside regular working hours unless the nature of the grievance requires that it be investigated or settled during the working day and the administration grants time off for said purpose, or unless the administration, for any reason of its own, authorizes use of the working day for said purpose.

ARTICLE 4

LABOR-MANAGEMENT MEETINGS

Section 1: The Union shall designate a committee of two employees which may meet with the Town Manager and any one or more Department Head from time to time, but not more frequently than once every other month at 4:00 p.m. for the purpose of discussing general labor-management matters. A request for such meeting shall be given in writing by either party at least ten days ahead of the day of the meeting. The party requesting the meeting shall submit to the other party in such request an agenda of matters to be discussed. The Town Manager shall notify the Department Head of the employees on such committee of the date and time of the meeting. The employees who are members of such committee shall receive their regular pay for the half-hour from 4:00 p.m. to 4:30 p.m. of any such meeting. The balance of time spent in any meeting by employees shall be without pay from the Town.

Section 2: No meetings or Union activities other than those set forth about in Section 1 shall be conducted during normal working hours.

ARTICLE 5

SAFETY COMMITTEES

Section 1: A Safety Committee composed of two representatives of the Union and two supervisory personnel shall be appointed.

Section 2: Said Committee shall appoint its own Chairman and meet at least quarterly to review safety practices and draw up a safety code or safety rules.

Section 3: Any code, so proposed may be submitted to the Town Manager for adoption and promulgation as a personnel or administrative regulation. Alternatively, the code may be submitted by either the Town or the Union, for negotiation and for possible incorporation as an article of this Contract.

Section 4: Nothing herein contained shall be deemed to prevent the Town from adopting and promulgating its own safety code or rules.

ARTICLE 6 UNION DUES

Section 1: Employees who desire membership in the Union shall tender the initiation fee (if any) and monthly membership dues by signing the Agreement and in accordance with the terms of the form of authorization of check-off of dues, the employer agrees to deduct Union membership dues (on the fourth or last pay day of each month), levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such forms and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the 10th day of the succeeding month.

Section 2: Dues deducted shall be sent to the Treasurer of Local #1703 provided that there is an approved bond furnished the Town Treasurer in accordance with MGL, Chapter 180. The Town Treasurer will incur no liability for loss of dues monies after depositing same, properly addressed as directed, to the Union in the U.S. Mail.

Section 3: All employees in the bargaining unit who are not members of the Union may pay to the Union an amount of money equal to the Union Dues, which shall be limited to an amount of money equal to the Union's regular and usual membership dues. If elected, this agency fee shall commence one hundred and twenty (120) days following the date of their employment. Employees who so request shall have the agency service fee deducted in accordance with the provisions of Section 1 of this Article.

Section 4: The AFSCME Authorization for Payroll Deduction of Union Dues (Form 100) is included in this contract by reference.

ARTICLE 7 HOURS OF WORK

Section 1: The regular hours of work each day shall consist of eight hours except for interruption for a lunch period.

Section 2: The workweek shall consist of five consecutive eight-hour days, Monday through Friday inclusive, except for employees in continuous operations, discussed below.

Section 3: The normal work day shall consist of eight consecutive hours within the twenty-four hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Work schedules may be changed for reasons relating to the efficient operation of the department upon five days' notice to the employee involved, except where time and possible emergency does not permit said notice.

Section 4: Where the work schedule involves a lunch period of thirty minutes, the departure time shall be eight and one-half hours after the reporting time, and where the lunch period is one hour, the departure time shall be nine hours after the reporting time, and where the lunch period is two hours, the departure time shall be ten hours after the reporting time.

Section 5: Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four hours a day, seven days a week. The workweek for employees engaged in continuous operations shall consist of five consecutive eight-hour days.

The second shift ends on or prior to 11:00 p.m., with the exception of the hours of employment of the custodian in the Town Hall, which is from 3:00 p.m. to 11:00 p.m.

Section 6: On Good Friday and the Friday before Labor Day, the Second Shift for school buildings will be from 7:00 a.m. to 3:30 p.m. The Town and Union agree that if there are scheduled events, these events will be covered by custodial staff and no overtime will be incurred by the Town. The Public Buildings Superintendent retains the discretion to change these schedules with seventy-two (72) hours notice to all impacted employees.

When school buildings have a half day before Thanksgiving and Christmas holidays, the second shift will be from 9:30 a.m. to 6:00 p.m. The Town and Union agree that if there are scheduled events, these events will be covered by custodial staff and no overtime will be incurred by the Town. The Public Buildings Superintendent retains the discretion to change these schedules with seventy-two (72) hours notice to all impacted employees.

ARTICLE 8

LONGEVITY

Section 1: Superimposed on the compensation plan is a longevity system.

For employees hired before October 13, 2015, the longevity system shall be as promulgated on pages vi and vii of the 1966 Budget; voted by the 1966 Town Meeting, and as stated below:

Years of Service	Longevity (APPLIED TO BASE PAY)
5 Years	3%
10 Years	6%
15 Years	9%
20 Years	12%
25 Years	15%

For employees hired on or after October 13, 2015, the longevity system shall be as stated below:

Years of Service	Longevity (APPLIED TO BASE PAY)
5 Years	\$750
10 Years	\$1,500
15 Years	\$2,250
20 Years	\$3,000
25 Years	\$3,750

Any change in longevity increments due in a fiscal year shall be effective on April 1 of the respective fiscal year.

ARTICLE 9

COMPENSATION

Section 1: Classification and Compensation Schedule: This Agreement shall include, as Appendix A, B and C hereof, a compensation schedule listing the wages for each position covered by this Agreement.

Fiscal Year	Time Period	Base Wage Increase
2023	July 1, 2022 – June 30, 2023	2.75%
2024	July 1, 2023 – June 30, 2024	2.75%
2025	July 1, 2024 – June 30, 2025	2.5%

An employee hired after July 1, 2004, or an employee who has received a job upgrade and has not attained the maximum step for his/her compensation grade shall advance to the next step in grade upon the anniversary of his/her hiring/promotion date.

Although not specifically mentioned in this Article, it is understood by the parties that compensation also includes numerous other items covered in other parts of this Agreement or elsewhere such as longevity, holiday pay, pension contribution, health and life insurance contribution, clothing allowance, military leave, personal leave, and other various provisions which have an economic advantage to the Employee or a cost to the Town.

ARTICLE 10

EARLY RETIREMENT

Section 1: An early retirement incentive shall be paid to an employee who has completed at least fifteen (15) years of service and intends to file for regular retirement. An employee must give the Town a minimum of 12 months notice of retirement and such notice is irrevocable.

Section 2: The employee shall receive a 15% salary increase, if retiring after age 50 but no later than the last day of the month following the employee's 62nd birthday. This increment shall be added to base pay during his last 12 months of service. He must notify the Department in writing of his expected separation date.

Section 3: An employee may elect to receive the 15% as a bonus at retirement provided he complies with the provisions in Section 1 and Section 2 of this Article.

Section 4: Employees hired on or after July 1, 2006 are not eligible for the benefits described in Article 10.

ARTICLE 11

MEAL PERIODS

Section 1: All employees shall be granted a meal period of at least one-half hour's duration during each work shift. Whenever possible, the meal period shall be scheduled at normal meal times.

Section 2: An employee who is scheduled to work on an overtime basis for four or more hours beyond his regular shift shall be given a paid meal period not to exceed 30 minutes, to be paid for by the employer, between the end of his regular shift and the start of his overtime service.

Section 3: Employees retained for previously unscheduled overtime, or called back for overtime, shall be given a one-half hour meal period at the end of each four hours of service, said meal period to be paid for by the Employer.

ARTICLE 12

VACANCIES, WORKING OUT OF CLASSIFICATION, RESIDENCY REQUIREMENT, RESIGNATIONS, PROBATIONARY PERIOD, PROMOTIONS AND PHYSICAL EXAMINATION

Section 1: All vacancies or newly created positions in the Town shall be posted for bid on bulletin boards for at least five (5) working days. The Town will fill all vacancies as soon as possible. The Union shall be notified of the employee receiving the job and also the date of acceptance.

Section 2: Job postings shall include the work location and hours of work and shall include the notation "subject to change".

Section 3: If an employee is found to be satisfactory in a position in the Public Buildings, a so-called permanent appointment will become effective after filling the position for one hundred eighty (180) calendar days.

Section 4: Working Out of Classification: An employee working as a temporary replacement in a higher classification will be paid at the higher base rate after one (1) full working day in the position, provided the employee is assigned to and begins the second (2nd) working day in said position. Such payment shall be retroactive to the first day of replacement in excess of the one (1) full working day. It is agreed that such days are based upon consecutive working days in the same week.

Section 5: Residence Requirements: All employees shall be citizens of the United States, and it is strongly encouraged that they maintain a permanent and bona fide residence within the corporate limits of the Town of Wilmington.

Section 6: Resignations: An employee resigning his position should, whenever possible, give sufficient advance notice of his intention to enable the Town to make proper provisions for filling of his position.

Section 7: Probationary Period: The probationary period is 180 calendar days, during which time the employee's performance is subject to close review as to his competency to carry out the assignments of the position. Permanent status will be given to any employee who satisfactorily completes his probationary period in the position to which he was appointed, provided that his probationary period has not been extended.

Section 8: Promotions: The parties agree that the Town Manager shall apply the following standards in respect to promotions and the filling of job vacancies within the bargaining unit:

1. Ability and qualifications, in the reasonable judgment of the Town Manager, to perform the available work;
2. Length of continuous service (seniority); and
3. Ability to perform the essential functions of the position.

If, in the reasonable judgment of the Town Manager, the ability and qualifications of two or more persons are relatively equal, then length of continuous service shall be the determining factor. Promotion of employees to positions inside or outside of the bargaining unit shall not be subject to a grievance beyond Step 3 of this Agreement.

Section 9: Physical Examination: Every employee entering the service of the Town shall be required to undergo a physical examination by a doctor selected by the Town Manager. Persons sick or disabled may be required to undergo physical examinations by a doctor selected by the Town Manager. Such examinations will be at the Town's expense.

Section 10: Transfer: If an employee transfers from AFSCME Unit I to AFSCME Unit II and vice versa, the employee shall retain all accrued vacation, sick and personal leave. The employee's original date of full-time employment with the Town will be used for the purpose of calculating longevity. For purposes of Union seniority, a transferred employee does not supersede the service record of those employees already employed in the Public Buildings Department.

ARTICLE 13

OVERTIME

Section 1: Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess of 8 hours in one day and 40 hours in one week. All work (except function work) performed on Sunday or a Holiday shall be paid at the rate of double the regular rate of pay. A function is defined as any event in a school building or on school grounds which is scheduled on a permit issued by the School Department.

Section 2: Notwithstanding the provisions of Section 1 of this Article, if the previously scheduled function is rescheduled for the following day, which following day is Sunday or a Holiday, the work will be paid at the rate of double the regular rate of pay.

Section 3: Any employee called back to work on the same day after having completed his assigned work and left his place of employment, and before his next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. He will be guaranteed a minimum of 4 hours pay at time and one-half. The employee shall be responsible for any other recalls, within his normal jurisdiction, during the 4-hour period for which he is being paid. Members of the night crew of each building will be entitled to all call backs on weekends and holidays.

Section 4: Employees shall not be required to take time off for any overtime unless mutually agreed to by the Employer and the Employee.

Section 5: Overtime shall be equally and impartially distributed among personnel who ordinarily perform such related work in the normal course of their work week. When, in case of emergencies, it is necessary to call in personnel from other areas to aid and assist; the personnel from areas other than the area which normally performs such related work shall be released from their duties first when the workload lessens.

Section 6: The custodian assigned to a night shift shall be entitled to divide overtime which occurs on Saturdays, Sundays and Holidays.

Section 7: Custodians who are assigned to schools where no overtime occurs, or is not likely to occur, may be utilized in other schools on a rotating basis.

Section 8: The Town Manager shall keep records in each division time book of the overtime work. They shall be subject to examination by the Union representative or the shop steward with the foreman of the division involved.

Section 9: Although overtime work will ordinarily be voluntary, employees shall recognize their responsibility to furnish overtime service when called upon to do so by the Town.

Section 10: Functions: A function is defined as any event in a school building or on school grounds which is scheduled on a permit issued by the School Department.

Outside Groups

Whenever schools are used by "outside groups", the number of custodians on duty shall relate to the number of people in attendance. This discretion shall be left to the employer. An outside group shall be defined as: Any organization, corporation, partnership or other group, other than the Town of Wilmington and Wilmington School Department, their subdivisions, clubs, organizations, athletic teams, committees or parent groups, workshops, continuing education programs sponsored by the Wilmington School Department and non-profit Wilmington organizations. Wilmington Recreation programs in a school building, not already staffed by a custodian, shall require a detail in accordance with this section. Time worked for outside functions shall be equally distributed, as is overtime.

Section 11: Employees who are assigned on a shift considered a "night shift" shall be entitled to the activity time on weekends and Holidays, as the "day shift" are entitled to the activity time during the normal workweek.

Section 12: Payment for outside functions shall be at the rate of one and one-half times the employee's rate of pay. Payment for outside functions on Sundays shall be at the rate of double the regular rate of pay.

Section 13: When a custodian is needed for overtime, first those employees from the building shall be contacted, then the relief custodian shall be contacted to work. If a member of the maintenance shop is used as a custodian for three (3) or more hours in the same building during the course of the workday, employee shall be entitled to work overtime only after the buildings regular staff refuse.

Section 14: If a person is on vacation, which includes a weekend, that person will not be called for overtime unless no one else can do that job. Employees have an obligation to advise their supervisors that they are on vacation if called for overtime. To be eligible for overtime on a weekend, the employee must work the preceding Friday.

Section 15: The recording of hours for the shop overtime list may be kept by the shop representative. Rules governing this list will be established by the Town Manager and or his designee with the concurrence of the Union. Should the parties reach an impasse, this provision will be subject to the grievance procedure.

ARTICLE 14

HOLIDAYS

Section 1: The following days shall be considered to be legal holidays:

- 1 January - New Year's Day
- 3rd Monday in January - Martin Luther King's Birthday
- 3rd Monday in February - Washington's Birthday
- 3rd Monday in April - Patriot's Day
- Last Monday in May - Memorial Day
- 19 June – Juneteenth Independence Day
- 4 July - Independence Day
- 1st Monday in September - Labor Day
- 2nd Monday in October - Columbus Day
- 11 November - Veteran's Day
- 4th Thursday in November - Thanksgiving Day
- 25 December - Christmas Day

and/or any other day that may be declared a holiday by the Governor of the Commonwealth or General Court or Federal Government.

All employees of this unit shall receive the day after Thanksgiving Day as a regularly scheduled day off. The day after Thanksgiving is considered a “regular” day and not subject to Section 4. An employee who works the day after Thanksgiving is entitled to one and one half times the overtime rate.

Section 2: In order to qualify for holiday pay, an employee shall have worked on the last regularly scheduled working day prior to and the next regularly scheduled working day following such holiday and shall not be absent due to use of sick days. Employees who are absent due to use of vacation time or personal time pre-approved by the department head or their designee or employees in full pay status who are absent due to an accepted workers compensation injury or absent due to long term nonwork related illness or injury defined as use of more than twenty (20) consecutive sick days shall qualify for holiday pay.

Section 3: Wherever it is practicable without impairing the performance of any essential service in a Town department or project, employees who qualify for holiday credit shall be excused from all duty during a legal holiday without loss of pay.

Section 4: Any employees required to work on a holiday shall receive, in addition to the holiday pay, an amount equal to two times his regular rate of pay for all hours worked, and shall receive a minimum of four (4) hours pay at the above rate.

Section 5: When a holiday falls on a Sunday, the following day shall be considered the holiday. When a holiday falls on a Saturday, the day immediately preceding shall be considered the holiday. This Section may be changed if agreed to by the Union and Department Head subject to approval by the Town Manager.

ARTICLE 15
VACATIONS

Section 1: All regular full-time, temporary or part-time employees will be allowed vacation leave in accordance with the following schedule, except that no employee shall be entitled to vacation leave until they have completed their probationary period. An employee shall be entitled to the same number of hours as they work in one single day as vacation time for each month remaining in the calendar year (not to exceed two (2) weeks – ten (10) days) which will be credited following successful completion of their probationary period. An employee who works 8-hour days who has a probationary period which expires no later than the 15th of the month shall receive eight (8) hours of vacation time for that month. An employee who works 8-hour days who has a probationary period which expires the 16th of the month or later shall not receive vacation time for that month. Example: Employee A (8-hour day employee) has a probationary period expiring September 15th shall receive thirty-two hours (32) hours of time to use before the end of the calendar year (4 months x 8 hours). Employee B (8-hour day employee) has a probationary period expiring on September 16th shall receive twenty-four (24) hours of vacation time to use before the end of the calendar year (3 months x 8 hours). See attached Appendix D – Vacation Grid for specific vacation computation according to date of hire. Thereafter all vacation leave will accrue on an annual basis. Employees shall be eligible for vacation leave upon successful completion of their six-month probationary period.

- Less than five (5) years of service - 2 weeks
- Less than ten (10) years of service but more than five (5) years of service - 3 weeks
- Less than twenty (20) years of service but more than ten (10) years of service - 4 weeks
- Twenty (20) years of service or more - 5 weeks

Employees must give a minimum of seventy-two (72) hours of notice when requesting seventy-two (72) hours or more of vacation leave. At the discretion of their Department Head, and with extenuating circumstances, that seventy-two (72) hours' notice may be waived.

Section 3: Vacations will be scheduled for the convenience of the Town. Each Department Head will be responsible for maintaining a seniority listing which shall be used as a basis for granting the first week of choice for vacations during the most desirable periods. Vacations may be taken in one (1) day increments as well as scheduled for weekly periods. One week of vacation (5 days) can be carried over from one calendar year to the next, with the scheduling approval of the Department Head.

Section 4: Upon termination of employment by dismissal through no fault or delinquency on the employee's part, the employee shall receive payment equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's spouse or beneficiary. If the employee is discharged for just cause, no vacation will be paid.

Section 5: Absences on account of sickness in excess of those authorized for personal reasons not provided for under this Agreement may, at the discretion of the Appointive Authority, be charged to Vacation Leave.

Section 6: The head of the department, with concurrence of the Town Manager, will determine the number of employees to be on vacation leave at any one time.

Section 7: Vacations may be taken at any time during the year.

ARTICLE 16 SICK LEAVE

Section 1: An employee who has completed his probationary period shall be allowed five (5) days leave with pay and thereafter shall be allowed leave of one and one-quarter days for each month of actual service, provided such leave is caused by sickness or injury or by exposure to contagious disease. All employees shall have their accumulated sick leave reduced by one day for each working day or approved absence due to illness. Employees absent due to illness during the probationary period shall be placed on a leave of absence without pay.

Section 2: An employee shall be credited with the unused portion of sick leave granted under Section 1 of this Article up to a maximum of 210 days. The maximum shall increase to 240 days, effective July 1, 1990. On-the-job injury will not be taken from sick leave.

Section 3: If an employee's sick leave and vacation leave has been or is about to be exhausted, then an employee may make application in writing for additional allowance. Such additional allowances may be authorized by the Town Manager.

Section 4: An employee absent on account of illness or injury shall notify his supervisor as early as possible before the regular starting time of his workday on the first day of absence, and shall state the reason, except scheduled vacation time. Sick leave shall begin on the day notification of the illness is given by the employee, his family, or his physician.

Section 5: For absence under sick leave or injury leave, the Department Head or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Department Head shall require such certificate at the end of one week of illness and subsequent certificates may be required at the discretion of the Town Manager.

Section 6: The Town Manager may require a medical examination of any employee who reports his inability to report for duty because of illness. This examination shall be at the expense of the Town by a physician appointed by the Town Manager.

Section 7: The Town reserves the right to have its employees undergo a medical examination. The time, frequency, place, and doctor shall be at the discretion of the Town. Costs for said examination shall be borne by the Town.

Section 8: Sick leave shall be posted July 1 and January 1 of each year.

Section 9: Payment of Unused Sick Leave on Retirement or Death: Upon retirement or death of an employee, the employee or the estate shall receive compensation for unused, accumulated sick leave. Effective July 1, 1990, the accumulated sick leave will be up to two hundred forty days (240) at the rate of Fifty-Five Dollars (\$55.00) per each day of unused sick leave.

Section 10: Family Illness Days: An employee who has completed six (6) months of actual service shall be allowed to use up to four (4) days of accrued sick time per calendar year for time needed to care for a sick family member. Family member shall be restricted to parents, parents-in-law, spouse, children or a family member residing in the same household. The Town Manager, upon the request of the employee, may extend coverage for family illness days to other members of the employee's family who are ill. The use of family illness days shall be charged against sick time and carries all the implications, requirements and responsibilities of a sick day.

ARTICLE 17

FUNERAL LEAVE

Section 1: In the event of death in the immediate family of an employee, he will be granted leave with pay in the amount of five working days, and such leave shall not be charged to sick leave or vacation leave.

Section 2: "Immediate Family" is defined as wife, husband, child, brother, sister, parent and parent-in-law, daughter-in-law, brother-in-law, sister-in-law, son-in-law, grandparents and grandchildren, except that a relative residing in the same household may, for the purposes of this Article, be considered as part of the immediate family.

Section 3: Leaves of absence will be granted to veterans as defined in Massachusetts General Laws, Section 21 of Chapter 31, when authorized by the Town Manager, to attend, without loss of pay, the funeral or memorial services of a veteran, as so defined, or of any person dying under other than dishonorable circumstances while serving in the Army, Navy, Air Force, Coast Guard or Marine Corps of the United States in the time of war or insurrection. (See Massachusetts General Laws, Chapter 41, Section 111C).

ARTICLE 18

COURT LEAVE AND MISCELLANEOUS FRINGE BENEFITS

Section 1: Jury Duty: If an employee is called upon to serve on a jury, the employee will be paid the difference between any fees received while serving on the jury and his regular rate of pay.

Section 2: Court Leave: If an employee is summoned to appear in court as a witness for the Town, or for an incident occurring during working hours, he shall receive full compensation for any time lost, and shall return to the Town such fees as he may collect. Employees may be granted leave with pay for the purpose of appearing in court as a defendant or litigant in their behalf, or in cases not involving the Town.

Section 3: The Town will continue to provide financial assistance for life, health, and accident insurance pursuant to Chapter 32B of the General Laws of Massachusetts and special sections Chapter 32B, which have been accepted by the Town at a Town Meeting.

Section 4: The Town shall offer a minimum of two health insurance plans, one of which shall be an indemnity plan equivalent to the existing plan (Blue Care Elect) and a Health Maintenance Organization (HMO) plan equivalent to the existing plan (Network Blue New England). The Town shall pay 75% of the costs of health insurance.

Section 5: The Town and Union shall offer a voluntary tax contributory benefit, flexible spending, and dependent care account for Union employees. Any applicable per-enrollee service fees shall be paid by the Town and the employee in accordance with the contribution rates established in Article 18 Section 4. The Town agrees to pay the setup fees for the program.

Section 6: The Town shall offer and make available a group dental insurance policy on behalf of employees. The purchase of such insurance shall be optional for all employees. All premiums are to be paid by the employee. The Town shall administer the program through payroll deductions.

Section 7: The Town shall provide both a short and long term disability insurance program for all employees, the purchase of which shall be optional. All premiums are to be paid by the employee. The Town shall administer the program through payroll deductions.

ARTICLE 19

PERSONAL AND OTHER TYPES OF LEAVE

Section 1: Personal Leave for new hires shall be pro-rated based on their hire date. For each full month of employment remaining in the calendar year, the employee shall earn two (2) hours of personal leave credited at hire.

Section 2: Three (3) Personal Days:

Effective January 1, 2005 each full time employee shall receive three (3) personal days per year regardless of sick time usage. The taking of said personal days shall be scheduled with the approval of the Department Head and a maximum of three (3) days may be carried into the subsequent calendar year upon written request by the employee to the Public Buildings Superintendent or his/her designee not later than October 1st. If an employee elects, then he may exchange up to three (3) personal days, earned in the past 12 months, for up to three (3) equal days pay. Payment of unused personal time will be made by the end of December.

ARTICLE 20

LEAVE WITHOUT PAY

Section 1: Employees may, with the approval of the Town Manager, be granted other leaves of absence. Except as otherwise provided in this Agreement, all such leaves of absence shall be without compensation. The granting of such leave shall protect the employee's existing continuing service for the leave period. A leave of absence will not be granted for employment elsewhere, except for military purposes.

Section 2: Employees on leave without pay shall not accrue additional vacation, sick or personal leave benefits while on leave without pay status. Vacation and personal leave for the following year (January 1st) shall be pro-rated to reflect the period of time on leave without pay status.

Section 3: Request for Leave: Where approval of leave is required, requests shall be made in writing as far in advance as possible.

ARTICLE 21

MILITARY LEAVE

Section 1: Military leave of absence without pay shall be granted to any employee called to active duty with the State or Federal forces for a temporary or extended tour of duty. Employees ordered to active duty in the armed forces in the time of war or similar national emergency shall be allowed two weeks pay and granted all accumulated vacation and holiday leave with pay. Their job status shall not be affected by such leave.

Section 2: All short tours of duty or annual training periods of members of state or federal reserve forces will be granted annual leave without loss of vacation leave and be compensated, therefore, up to the difference in pay he would have received if not on military leave.

ARTICLE 22

WORKERS' COMPENSATION

Section 1: Injury Leave: Each full-time employee who is unable to work as a result of an injury arising out of and in the course of his/her employment shall be compensated in the manner prescribed by Massachusetts State Law (M. G. L. Chapter 152). In no instance shall the employee's weekly compensation be less than 60% of the wage entitlement as prescribed by M. G. L. Chapter 152. Employees on injury leave may utilize accrued vacation, personal or sick leave to supplement injury compensation.

Section 2: Employees on injury compensation may not do part-time or full-time work for any other employer during that period.

Section 3: For absence under this Section, the Head of the Department or the Town Manager may require evidence in the form of a physician's certificate showing the necessity for absence, such certificate to give the nature of the injury and the expected duration. If such certificate is not filed after request therefore, such absence may be applied, at the discretion of the Town Manager, to vacation leave or leave without pay. The Head of the Department shall require such certificate at the end of one week of injury and subsequent certificates may be required at the discretion of the Town Manager.

Section 4: An employee on a legitimate injury compensation claim can accumulate vacation leave, sick leave and personal time. If the claim is not accepted by the insurance company, none of the aforementioned leave can be accumulated. It is understood that any accumulation of vacation leave, sick leave or personal time shall not accrue beyond the one year anniversary of the employee's work injury related absence consistent with the Town's payroll obligations for the employee's first year of injury leave as enumerated in Article 19, Section 7, Subsection 1.

ARTICLE 23

PARENTAL LEAVE ACT

Per MGL Chapter 149, Section 105D, an employee who has completed their probationary period shall be entitled to eight (8) weeks of unpaid parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least two (2) weeks notice to his/her supervisor of his/her anticipated date of departure and intention to return, shall be restored to his/her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave.

Parental leave may be with pay in accordance with the leave provisions of this collective bargaining agreement. While on unpaid parental leave, employees will not accrue other leave benefits.

ARTICLE 24

FAMILY AND MEDICAL LEAVE ACT

The Union and the Town agree that eligible employees may have rights, benefits and responsibilities under the Family and Medical Leave Act of 1993 (FMLA) as amended and the FMLS shall be implemented according to the law, regulations and policies of the Town.

ARTICLE 25

SMALL NECESSITIES LEAVE ACT

In accordance with MGL Chapter 149, Section 52D, employees are entitled to twenty-four (24) hours of unpaid leave during any twelve (12) month period, in addition to any leave available under the federal act (FMLA) to:

1. participate in school activities directly related to the educational advancement of a son or daughter of an employee, such as parent-teacher conferences or interviewing for a new school;
2. accompany a son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
3. accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

ARTICLE 26

UNIFORMS AND PROTECTIVE CLOTHING

Section 1: If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniforms, protective clothing, or protective device shall be furnished to the employee by the employer.

Section 2: The employer agrees to provide all material, equipment, and tools required to perform the duties assigned to the employees covered by this Agreement.

Section 3: Where a special and particular license is required for the performance of a job assignment, and where said license is not of the type which must be obtained by the employee as a prior condition of his employment, the Town will pay the license fee involved.

Section 4: The Town agrees to provide a work uniform for members of the department under this Agreement. Employees are required to wear the uniform provided when on duty.

Section 5: Each employee subject to this Agreement who is a permanent employee shall be provided good quality, standard "safety shoes" as needed. The employee shall present the old pair for a new pair. The maximum shoe allowance shall be \$140.00 per pair. Each employee covered under this Agreement shall be required to wear safety shoes approved by the Department Head.

Section 6: Uniforms bearing the Town name may only be worn while on duty or during travel to and from work.

ARTICLE 27

ACCESS TO PREMISES

Representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, may enter the premises covered by this contract during normal working hours for individual discussion of working conditions with employees, as long as such representatives do not interfere with the performance of duties assigned to the employees, and provided permission has been granted by the Superintendent of Public Buildings, by the School Principal in the case of a school or by the Librarian in the case of the library.

ARTICLE 28**BULLETIN BOARD**

Announcements shall be posted on bulletin board(s) convenient to the employees. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

ARTICLE 29**GRIEVANCE AND ARBITRATION PROCEDURE**

Whereas grievances are sometimes the result of miscommunication and/or misinformation, a period of ten (10) working days from the date of the grievance of the employee's knowledge of its occurrence may be used for conflict resolution. The Union must notify the Public Buildings Superintendent or his/her designee, within two (2) working days from the date of the grievance or the employee's knowledge of its occurrence that it wishes to take advantage of the ten (10) day "cooling-off" period, the Step 1 grievance must be filed within four (4) working days following the conclusion of the cooling-off period.

The potential grievant, and the Public Buildings Superintendent or a designee, will meet as soon as possible to discuss the grievance. A cooperative effort will be made to identify the problem and find a suitable solution. At the conclusion of the conflict resolution period, the potential grievant may file a grievance without prejudice. The Union may forward the grievance to step 1 prior to expiration of the ten (10) working days conflict resolution period or, by mutual agreement, the parties may extend the conflict resolution period beyond ten (10) working days.

Section 1: A grievance is defined to be any question or interpretation or application of this Agreement and shall be processed as follows:

Step 1: The Union Representative, with or without the aggrieved employee, may take up the grievance or dispute verbally or in writing with the employee's immediate supervisor within five (5) working days of the date of the grievance or his knowledge of its occurrence. The supervisor may require the attendance of the employee at the discussion if he so elects, shall attempt to adjust the matter, and shall respond to the steward or representative within five (5) working days.

Step 2: If the grievance has not been adjusted, it may be presented in writing to the Department Head within five (5) calendar days after the supervisor's response is received or is due. The Department Head shall investigate the matter, hold such hearings as he deems advisable, and shall respond to the steward in writing within five (5) calendar days.

Step 3: If the grievance still remains unadjusted, it may be presented to the Town Manager in writing within five (5) calendar days after the response of the Department Head is due. The Town Manager may conduct such investigations and hold such hearings as he deems advisable, and shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

Section 2: Arbitration: If the grievance has not been adjusted, the Union, and not any individual employee(s), may submit the grievance to arbitration. Submission shall be made by registered mail, addressed to the American Arbitration Association, postmarked no later than thirty (30) calendar days following receipt of the Town Manager's response, with a concurrent copy mailed to the Town Manager. Such arbitration shall be conducted under the rules of the American Arbitration Association. The costs shall be shared equally by the parties. The arbitrator's decisions shall be final and binding on the parties, the arbitrator shall have no power to add to, subtract from, alter or amend the provisions of this Agreement.

Section 3: In those instances where an employee's immediate supervisor is the Department Head, the grievance procedure shall start at Step 2.

Section 4: An aggrieved employee may act as the moving party and may process his grievance through the various steps of the grievance procedure without the Union representative in attendance, if he so elects. The employee shall also have the right to process his own grievance with his own personal representative, but the Union shall have the right to have a representative present at all steps of the procedure.

Section 5: Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his supervisor, Department Head or the Town Manager in the hopes of having the grievance adjusted to his satisfaction.

Section 6: A grievance shall be deemed waived unless processed by the grievant to the next higher step within the same time limits specified, such time limits may be extended by mutual agreement. Such request for extension shall not be withheld in extraordinary circumstances which preclude compliance with the time limits.

ARTICLE 30

DISCIPLINE FOR JUST CAUSE

Section 1: Employees may be discharged, suspended, demoted or otherwise disciplined for just cause.

Section 2: Demotions: This form of penalty for disciplinary purposes may be made when the employee does not give satisfactory service in the position he holds. In cases of demotion, the Department Head must give the Town Manager a written recommendation citing the reasons for the demotion, and must give a copy of this recommendation to the employee. A demotion may be justified when the employee does not warrant dismissal from the service, but gives evidence of ability to perform work in a lower classification.

Section 3: Suspensions: Suspensions are temporary separations for disciplinary purposes where the cause is not sufficiently grave for dismissal. In cases of suspension, the Department Head will give the Town Manager a written recommendation including the reasons for suspension and will also give a copy of this recommendation to the employee. In no case will an employee be suspended for a period to exceed thirty (30) days.

Section 4: Dismissals: Dismissals are discharges or separations made for misconduct, inefficiency or other just cause. In accordance with the provisions of Section 12A, Chapter 592, of the Town Manager Act, officers and employees not subject to Chapter 31 of the Massachusetts General Laws shall not be removed by the Town Manager except on ten days' notice, setting forth the cause of such removal in writing.

ARTICLE 31

DISCRIMINATION AND COERCION

Section 1: There shall be no discrimination by Foreman, Superintendents, or other agents of the employer against any employee because of his race, creed, color, sex, age, political belief, or because of his activity or membership in the Union. The employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement.

Section 2: The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employee for his non-membership in the Union.

ARTICLE 32
CONFLICT OF LAW

Section 1: Both parties agree that in the event of any conflict between the provisions of this Agreement and the provisions of State retirement and labor laws, on such matters as seniority, promotions, transfers, discharges, removals and suspensions, the State laws shall govern, except as otherwise provided in Section 7 of the Massachusetts General Laws, Chapter 150E.

Section 2: Should any provision of this Agreement be found to be illegal by a tribunal of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Wilmington By-Laws shall be inherent in this Agreement, by reference.

ARTICLE 33
CLEAN-UP TIME

Section 1: Employees engaged in manual labor or special work detail shall be granted a 10-minute personal clean-up period prior to the end of each work shift.

Section 2: Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

ARTICLE 34
SENIORITY

Section 1: Seniority shall mean the length of continuous service of an employee of the Town.

Section 2: "Continuous service" shall mean employment by the Town without a break in such employment. A break in employment shall cause a loss of all seniority rights. A break in the employment of an employee shall occur upon the happening of any one or more of the following events:

1. If an employee shall quit of his own accord.
2. If an employee shall be discharged.
3. The employee shall be absent in excess of three consecutive days without obtaining approval for such absence under the provisions of this Agreement.
4. The employee shall fail to return to work within three working days after the end of an absence authorized under the provisions of this Agreement.
5. If, after a layoff under Section 4 of this Article, an employee shall not return to work within two weeks after receipt of notice from the Town that he will be rehired under said Section 4.
6. An employee shall be absent due to a layoff under Section 4 of this Article for a continuous period of more than one and one-half (1 1/2) years.

Section 3: Seniority prevails only within the Public Buildings Department and does not imply that an employee who is transferred to another Town department will be in a position to supersede the service record of those employees already in the other department.

Section 4: If there is a decrease in the workforce, employees will have bumping rights. All employees affected and the Union shall receive (2) weeks notice prior to any decrease in the workforce.

The Town shall lay off the least senior employee within the pay classification. An employee who is laid off will have the right to bump to a position of the next lower grade which is occupied by an employee with less seniority and which he/she is qualified to fill. An employee displaced by bumping will then have corresponding bumping rights over all employees of equal or the next lower grade and less seniority. This procedure will continue until the least senior employee has been notified of his/her employment status. Reinstatement or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first if qualified to do the job. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of his right to be rehired hereunder. It is understood that layoff under this Section shall, in all aspects except the right to be rehired under this Section, constitute a termination of employment by the Town. The right to be rehired hereunder shall exist for a period of one and one-half (1 1/2) years from date of layoff.

Section 5: In the scheduling of working hours, shifts, vacations and days off, the Town agrees, except in an emergency, to give preference to employees with seniority; provided, however, that the Town reserves the right to plan, direct and control the work of the Town at all times.

Section 6: An employee who is laid off shall receive severance pay in the form of one week's regular salary for every two years of employment as a member of this bargaining unit. Only employees who have worked at least two years as a member of this bargaining unit shall be entitled to such severance compensation. Employees laid off with greater than two years service shall be paid one week's salary for every additional two years of employment pro rated under this contract.

ARTICLE 35

REST PERIODS

All employees' work schedules shall provide for a 10-minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift, whenever this is feasible. Employees who are to work beyond their regular quitting time into the next shift, in the event of an emergency, a meal break will be given, if possible. In addition, employees shall be granted the regular rest periods that occur during the shift.

ARTICLE 36

BINDING EFFECT, TERMS AND DURATION

Section 1: Jurisdiction of Town Officials: It is agreed that once a collective bargaining contract is executed, an employee covered by such contract shall not have the right to a direct petition or appeal to any Town official, elected or appointed, or to seek the intervention of any Town official, elected or appointed, on a matter of said employee's wages, hours and conditions of employment; nor shall said employee seek to bring public pressure to bear on the Town's duly appointed bargaining process, once elected by an employee group, shall constitute the exclusive means by which said group or its members shall negotiate or discuss the terms of their wages, hours and conditions of employment.


Section 2: It is further understood and agreed that where funds are necessary to implement any provision of this Agreement, a request must be submitted to the Finance Committee and the Town Meeting for an appropriation, and that if said request is rejected, the matter shall be returned to the parties for further bargaining.

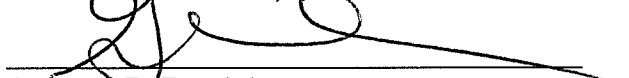
Section 3: Duration:

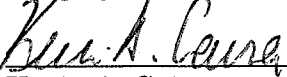
- A. This contract shall take effect at 6:00 a.m., July 1, 2022 and shall remain in effect until 6:00 a.m. July 1, 2025. It shall thereafter automatically renew itself for successive terms of one year each unless either party shall have given the other a written notice on or before the first of February of the last year of the contract to modify or terminate all or any part of the contract as of the first of July of the new contract year, specifically designating in such notice those provisions of the contract it wants to reconsider or terminate. In the absences of a notice to terminate the entire contract, the contract shall continue in effect as to those provisions not so designated.
- B. The Union agrees that the subject matters in this collective bargaining Agreement shall be binding during the terms of said contract notwithstanding any amendments, substitutions or further legislation of the General Court which may affect any of the terms, conditions or obligations contained in this contract.
- C. In the event of a notice by either party, of its election to modify or terminate the contract, the parties shall make themselves available, at reasonable times, during the months of February, March and April for the purpose of reconsidering or renegotiating the items so designated.
- D. Each party shall also be obligated during the same three-month period, to negotiate any new or additional items that may be proposed by either side relating to the wages, hours and conditions of employment of the persons covered by this contract.
- E. Nothing herein contained, however, shall preclude the parties from negotiating or renegotiating at any time or times (a) all or any part of this contract or (b) other matters involving the wages, hours or conditions of employment of the persons covered by this contract; provided that the parties mutually agree to do so.
- F. The receipt of any written notice required under this Article shall be acknowledged in writing by the party receiving this notice within ten workdays of its receipt.


This Agreement signed this 12th day of December 2022.


FOR THE TOWN OF WILMINGTON


Judith L. O'Connell, Chairman


Gregory B. Bendel

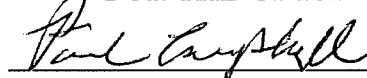

Kevin A. Caira

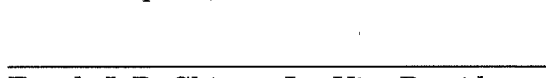

Gary B. DePalma

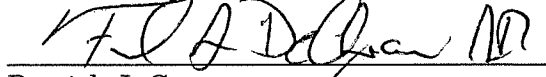

Lilia Maselli

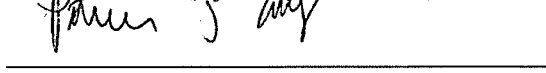

Jeffrey M. Hull, Town Manager

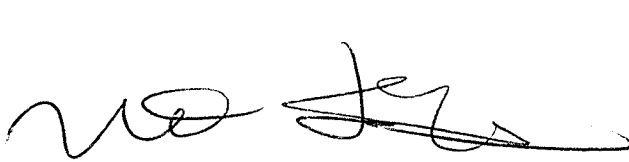
FOR THE UNION


Paul Campbell, President


Frank J. DeChiara, Jr., Vice President


Patrick J. Casey


Michael Fiorentino, Representative
AFSCME Council 93


Michael Fiorentino, Representative
AFSCME Council 93

CLASSIFICATION PLAN - AFSCME I

GRADE

1	
2	Custodial Worker
3	Custodian Maintenance Driver Relief Custodian
4	Building Maintenance Technician Custodial Supervisor III Painter
5	Custodian Supervisor II
6	Carpenter Head Painter Night High School Supervisor II
7	Custodian Supervisor I Electrician HVAC Technician Plumber

ADDENDUM

It is agreed that Middle School custodians and the night electrician shall work a straight eight-hour shift consistent with other night employees. Hours will be assigned consistent with the language of the contract. Both parties have agreed that notification of a change in working hours shall be provided to employees in the following assignments effective July 1, 2006:

Custodial Supervisor II (nights) and Custodial Worker (nights) assigned to the

Middle School and Electrician (nights): 2:30 p.m. – 10:30 p.m.

Custodial Supervisor II assigned to the Boutwell School: 6:30 a.m. – 3:00 p.m.

APPENDIX A**WILMINGTON SALARY SCHEDULE**

(Hourly Rate Controls; Computed @ 40 Hours/Week)

		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	21.4400	22.2976	23.1895	24.1171	25.0818
	WEEKLY	857.60	891.90	927.58	964.68	1,003.27
G-2	HOURLY	23.0798	24.0030	24.9631	25.9616	27.0001
	WEEKLY	923.19	960.12	998.52	1,038.47	1,080.00
G-3	HOURLY	24.9553	25.9535	26.9917	28.0713	29.1942
	WEEKLY	998.21	1,038.14	1,079.67	1,122.85	1,167.77
G-4	HOURLY	26.9657	28.0443	29.1661	30.3328	31.5461
	WEEKLY	1,078.63	1,121.77	1,166.64	1,213.31	1,261.84
G-5	HOURLY	29.0546	30.2168	31.4255	32.6825	33.9898
	WEEKLY	1,162.18	1,208.67	1,257.02	1,307.30	1,359.59
G-6	HOURLY	31.4244	32.6814	33.9887	35.3482	36.7622
	WEEKLY	1,256.98	1,307.26	1,359.55	1,413.93	1,470.49
G-7	HOURLY	33.9627	35.3212	36.7340	38.2034	39.7315
	WEEKLY	1,358.51	1,412.85	1,469.36	1,528.14	1,589.26

Effective July 1, 2022

2.75%

APPENDIX B**WILMINGTON SALARY SCHEDULE**

(Hourly Rate Controls; Computed @ 40 Hours/Week)

		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	22.0296	22.9108	23.8272	24.7803	25.7715
	WEEKLY	881.18	916.43	953.09	991.21	1,030.86
G-2	HOURLY	23.7145	24.6631	25.6496	26.6756	27.7426
	WEEKLY	948.58	986.52	1,025.98	1,067.02	1,109.70
G-3	HOURLY	25.6416	26.6672	27.7339	28.8433	29.9970
	WEEKLY	1,025.66	1,066.69	1,109.36	1,153.73	1,199.88
G-4	HOURLY	27.7073	28.8156	29.9682	31.1669	32.4136
	WEEKLY	1,108.29	1,152.62	1,198.73	1,246.68	1,296.54
G-5	HOURLY	29.8536	31.0478	32.2897	33.5813	34.9245
	WEEKLY	1,194.14	1,241.91	1,291.59	1,343.25	1,396.98
G-6	HOURLY	32.2886	33.5802	34.9234	36.3203	37.7731
	WEEKLY	1,291.54	1,343.21	1,396.93	1,452.81	1,510.92
G-7	HOURLY	34.8967	36.2925	37.7442	39.2540	40.8241
	WEEKLY	1,395.87	1,451.70	1,509.77	1,570.16	1,632.97

Effective July 1, 2023

2.75%

APPENDIX C**WILMINGTON SALARY SCHEDULE**

(Hourly Rate Controls; Computed @ 40 Hours/Week)

		Step 1	Step 2	Step 3	Step 4	Step 5
G-1	HOURLY	22.5804	23.4836	24.4229	25.3998	26.4158
	WEEKLY	903.21	939.34	976.92	1,015.99	1,056.63
G-2	HOURLY	24.3074	25.2797	26.2908	27.3425	28.4362
	WEEKLY	972.29	1,011.19	1,051.63	1,093.70	1,137.45
G-3	HOURLY	26.2826	27.3339	28.4273	29.5644	30.7469
	WEEKLY	1,051.30	1,093.36	1,137.09	1,182.57	1,229.88
G-4	HOURLY	28.3999	29.5359	30.7174	31.9461	33.2239
	WEEKLY	1,136.00	1,181.44	1,228.70	1,277.84	1,328.96
G-5	HOURLY	30.6000	31.8240	33.0969	34.4208	35.7976
	WEEKLY	1,224.00	1,272.96	1,323.88	1,376.83	1,431.91
G-6	HOURLY	33.0958	34.4197	35.7965	37.2283	38.7174
	WEEKLY	1,323.83	1,376.79	1,431.86	1,489.13	1,548.70
G-7	HOURLY	35.7691	37.1998	38.6878	40.2353	41.8447
	WEEKLY	1,430.76	1,487.99	1,547.51	1,609.41	1,673.79

Effective July 1, 2024

2.5%

APPENDIX D**VACATION GRID**

NOTE: A "day" represents the employee's regularly scheduled hours worked per day

Month of Hire	If Hired day 1-15	If Hired day 16-Month End
January	(Probation ends July 1-15) 6 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends July 16-31) 5 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
February	(Probation ends August 1-15) 5 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends August 16-31) 4 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
March	(Probation ends September 1-15) 4 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends September 16-30) 3 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
April	(Probation ends October 1-15) 3 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends October 16-31) 2 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
May	(Probation ends November 1-15) 2 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends November 16-30) 1 day credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
June	(Probation ends December 1-15) 1 day credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends December 16-31) No qualifying time for vacation in current calendar year 2 weeks (10 days) each January 1 thereafter

Month of Hire	If Hired day 1-15	If Hired day 16-Month End
July	(Probation ends January 1-15) 10 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends January 16-31) 10 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
August	(Probation ends February 1-15) 10 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends February 16-28) 10 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
September	(Probation ends March 1-15) 10 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends March 16-31) 9 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
October	(Probation ends April 1-15) 9 days credited at the end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends April 16-30) 8 days credited at end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
November	(Probation ends May 1-15) 8 days credited at the end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends May 16-30) 7 days credited at the end of probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter
December	(Probation ends June 1-15) 7 days credited at the end probation for use before end of current calendar year 2 weeks (10 days) each January 1 thereafter	(Probation ends June 16-30) 6 days credited at the end of probation for use before the end of current calendar year 2 weeks (10 days) each January 1 thereafter

APPENDIX E**PERSONAL LEAVE GRID**

NOTE: A "day" represents the employee's regularly scheduled hours worked per day
(Personnel time of .25 of a day -- or 2 hours per month -- for an 8-hour per day schedule equals 24 hours per year (2 x 12 =24).

Month of Hire	If Hired day 1-15	If Hired day 16-Month End
January	8-hour Day - Upon Hire (.25 x 8) x 12 = 24 hours 3 personal days	8-hour Day - Upon Hire (.25 x 8) x 11 = 22 hours 2.75 personal days
February	8-hour Day - Upon Hire (.25 x 8) x 11 = 22 hours 2.75 personal days	8-hour Day - Upon Hire (.25 x 8) x 10 = 20 hours 2.5 personal days
March	8-hour Day - Upon Hire (.25 x 8) x 10 = 20 hours 2.5 personal days	8-hour Day - Upon Hire (.25 x 8) x 9 = 18 hours 2.25 personal days
April	8-hour Day - Upon Hire (.25 x 8) x 9 = 18 hours 2.25 personal days	8-hour Day - Upon Hire (.25 x 8) x 8 = 16 hours 2 personal days
May	8-hour Day - Upon Hire (.25 x 8) x 8 = 16 hours 2 personal days	8-hour Day - Upon Hire (.25 x 8) x 7 = 14 hours 1.75 personal days
June	8-hour Day - Upon Hire (.25 x 8) x 7 = 14 hours 1.75 personal days	8-hour Day - Upon Hire (.25 x 8) x 6 = 12 hours 1.5 personal days
July	8-hour Day - Upon Hire (.25 x 8) x 6 = 12 hours 1.5 personal days	8-hour Day - Upon Hire (.25 x 8) x 5 = 10 hours 1.25 personal days
August	8-hour Day - Upon Hire (.25 x 8) x 5 = 10 hours 1.25 personal days	8-hour Day - Upon Hire (.25 x 8) x 4 = 8 hours 1 personal day
September	8-hour Day - Upon Hire (.25 x 8) x 4 = 8 hours 1 personal day	8-hour Day - Upon Hire (.25 x 8) x 3 = 6 hours .75 personal day
October	8-hour Day - Upon Hire (.25 x 8) x 3 = 6 hours .75 personal day	8-hour Day - Upon Hire (.25 x 8) x 2 = 4 hours .5 personal day
November	8-hour Day - Upon Hire (.25 x 8) x 2 = 4 hours .5 personal day	8-hour Day - Upon Hire (.25 x 8) x 1 = 2 hours .25 personal day
December	8-hour Day - Upon Hire (.25 x 8) x 1 = 2 hours .25 personal day	8-hour Day - Upon Hire you will not receive personal time, but will be credited 3 personal days (24 hours) on January 1 (2 nd Month of your employment)

