

**Agreement Between**

**Town of Ipswich**

**&**

**Ipswich Electric Light Department**

**Employees (E.C.R.S. Group 4)**

**American Federation of State, County and Municipal Employees,**

**AFL-CIO, State Council #93 Local #2905**

*Effective July 1, 2019 through June 30, 2022*

## Contents

AGREEMENT .....	3
Article One: Recognition .....	4
Article Two: Union Dues & Initiation Fees - Agency Fees.....	4
Article Three: Management Rights.....	4
Article Four: Discrimination & Coercion.....	5
Article Five: Grievance & Arbitration Procedure.....	5
Article Six: Seniority .....	6
Article Seven: Job Posting & Bidding.....	7
Article Eight: Hours Of Work.....	8
Article Nine: Meal Periods .....	9
Article Ten: Overtime .....	9
Article Eleven: Rest Periods .....	10
Article Twelve: Clean-Up Time .....	10
Article Thirteen: Holidays .....	10
Article Fourteen: Vacations .....	11
Article Fifteen: Sick Leave .....	12
Article Sixteen: Workers' Compensation & Light Duty.....	14
Article Seventeen: Jury Pay .....	15
Article Eighteen: Bereavement Leave .....	16
Article Nineteen: Personal Leave .....	16
Article Twenty: Interruption Of Work.....	16
Article Twenty-One: Uniforms & Protective Clothing .....	17
Article Twenty-Two: Safety Committee; Code.....	17
Article Twenty-Three: Union Representatives .....	17
Article Twenty-Four: Wages And Differential.....	17
Article Twenty-Five: Health And Welfare .....	20
Article Twenty-Six: Miscellaneous Provisions .....	22
Article Twenty-Seven: Total Agreement.....	23
Article Twenty-Eight: Operation And Duration .....	23
Signature Page .....	24
Appendix A – Schedule of Payroll Rates .....	25
Appendix B – Authorization for Payroll Deduction of Union Dues .....	25
Appendix C – Authorization for Payroll Deduction.....	27
Appendix D.....	28
INDEX .....	29

**AGREEMENT BETWEEN**

**TOWN OF IPSWICH**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
STATE COUNCIL #93 LOCAL #2905 GROUP FOUR  
IPSWICH MUNICIPAL EMPLOYEES**

**EFFECTIVE**

**JULY 1, 2019 THROUGH JUNE 30, 2022**

THIS AGREEMENT entered Into by the Town of Ipswich, hereinafter referred to as the “Employer”, and Local 2905, 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 the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **Article One: Recognition**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment for all employees of the Town of Ipswich Electric Light Department who are enrolled in Group 4 of the Essex Regional Retirement System, within the meaning of Massachusetts General Laws Chapter 32, Section 3 (2) (g).

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, nor make any agreement with any such group or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

## **Article Two: Union Dues & Initiation Fees - Agency Fees**

A. Each employee who desires membership in the Union shall tender the initiation fee (if any) and monthly membership dues by signing an appropriate authorization form for the check-off of dues and initiation fees. During the life of this 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 weekly, levied in accordance with the constitution of the Union, from the pay of each employee who executes or has executed such form and to remit the aggregate monthly amount to the Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the tenth (10th) day of the succeeding collection month.

B. In the event an employee covered by this agreement chooses not to become a member of the union, the employee may choose to pay an agency fee, on a voluntary basis, to cover the costs of bargaining and representation by the union on matters pertaining to the collective bargaining agreement.

In the event an employee chooses to pay a voluntary agency fee, the employee shall complete an "Agency Fee Card" supplied by the union, authorizing the collection of the agency fee through payroll deduction, and a copy of that card will be supplied to the employer to authorize the payroll deduction. Voluntary agency fees authorized under this provision shall be collected, and remitted to the union, in the same manner as prescribed for dues.

C. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This deduction is authorized by MGL Ch 180 Section 17J.

## **Article Three: Management Rights**

Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management and control of the Town's business, operations, working force and facilities are exclusively vested in the management of the Town.

Without limiting the generality of the foregoing, among those management rights vested exclusively in the Town are the following: the right to plan, direct and control the Town's business, operations and working force; the right to promulgate and enforce all reasonable rules relating to operations, safety and working conditions;

the right to hire, promote, assign, transfer and lay off employees; the right lawfully and for just and proper cause to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks and standards of employee performance.

Nothing contained in this Agreement shall be construed in any way as granting or waiving rights or responsibilities of the Town that may not be granted or waived by the Town under the statutes of the Commonwealth of Massachusetts, by the Charter of the Town of Ipswich, or by any applicable Town By-Law.

The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the procedures provided in this Agreement.

#### **Article Four: Discrimination & Coercion**

4.1. There shall be no discrimination by foremen, superintendents or other agents of the Employer against any employee because of his activity or membership in the Union. Employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this Agreement or his refusal to comply with any order that would violate this Agreement.

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

4.3. The parties to this Agreement agree that they shall not discriminate against any person because of race, creed, sex, sexual preference, handicap, or age.

4.4. Effective July 1, 1992, the parties agree that all provisions of this Agreement shall conform to the Americans with Disabilities Act. Pursuant to proposed EEOC regulations, Section 1630.2(n)(3), "the terms of the collective bargaining agreement" shall be relevant to determining the essential functions of a job position. In addition, pursuant to EEOC regulations, Section 1630.15(d), the terms of the collective bargaining agreement may be relevant to determining whether a reasonable accommodation would pose an undue hardship on the operation of the Town.

4.5. The parties agree to address the issues raised by the Americans With Disabilities Act on an as-needed basis and as the EEOC and/or the MCAD issue appropriate regulations regarding handicap discrimination.

#### **Article Five: Grievance & Arbitration Procedure**

5.1. Any grievance or dispute that may arise between the parties, with respect to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union steward or representative, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate supervisor outside the bargaining unit within three (3) management working days after he knew or had reason to know of the factual basis for the grievance. The supervisor, after receipt of the grievance, shall attempt to adjust the matter and shall respond in writing to the steward or representative of the Union within three (3) management working days.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department head within three (3) management working days after the supervisor's response is due. The department head shall hear the grievance within three (3) management working days of receipt of the grievance and shall respond to the steward in writing within three (3) management working days after the close of the

hearing. (This step is applicable to the Light Department; omit when not applicable.)

Step 3. If the grievance still remains unadjusted, it should be presented to the Town Manager in writing within three (3) management working days after the response of the department head is due. The Town Manager shall hear the grievance and respond in writing within seven (7) management working days.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) management working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the grievance shall be submitted to the American Arbitration Association and the arbitration shall be conducted under the rules of the American Arbitration Association.

5.2. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall issue his decision in writing within thirty (30) calendar days after the conclusion of testimony and argument and briefs, if any.

5.3. The expenses for the arbitrator's service and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

5.4. In the case of a grievance, the function of the arbitrator is to determine the interpretation and application of specific provisions of this Agreement. There shall be no right in arbitration of a grievance to obtain, and no arbitrator shall have any authority or power to award or determine any change in modification or alteration of, addition to, or deduction from, any of the provisions of this Agreement.

5.5. The time limits provided for herein are mandatory. Any waiver or extension thereof shall not be binding unless such waiver or extension is in writing, signed by an authorized representative of the party who is granting such waiver or extension and is to be bound thereby. Any grievance not referred to the next step of the grievance and arbitration procedure within the time limits provided for herein shall be deemed an abandonment of the grievance. If an answer is not given within said time limits, the grievance may be referred to the next step. The Employer will make every reasonable effort to answer and attempt to resolve grievances at each step in the grievance and arbitration procedure. In computing management working day time limits, Saturdays, Sundays, and holidays shall not be counted.

5.6. In the event an employee receives an order on which he has no reasonable basis for belief the execution of which would lead to personal injury or would violate any federal or state law, but on which he does have a basis for belief the execution of which would violate the provisions of this Agreement, the employee shall execute the order and may then choose to initiate the grievance provisions set forth herein.

## **Article Six: Seniority**

6.1. The continuous length of service of the employee in the bargaining unit shall determine the seniority of the employee.

The parties agree that any disability retirees that are returning to service pursuant to Ch. 32, Sec. 8, shall not receive service credit for those years they were out on disability retirement for purposes of calculating seniority under the contract.

6.2. The principle of seniority shall be a factor in all cases of promotion or transfer within the bargaining unit.

6.3. Layoff and Recall:

- a. If a reduction in the work force or the elimination of job(s) is necessary, probationary employee(s) in the affected job classification shall be laid off first.
- b. The employee(s) with the least bargaining unit seniority in the classification which is to have a layoff shall be displaced next.
- c. The affected employee shall first move into any bargaining unit vacancy of equal or lower classification which is intended to be refilled. If there are no such vacancies, that employee, seniority permitting, may bump the employee within the affected department who has the least seniority in any equal or lower classification.
- d. The employee, not having seniority or qualifications to bump into the department, may bump, seniority permitting, the least senior employee in any equal or lower classification in the bargaining unit.
- e. Employees who are not qualified or who are unable to exercise their seniority shall be laid off.
- f. In all instances listed hereinabove the affected employee(s) must possess the skill and ability to perform the job requirements of the position to which he/she would bump.
- g. Employees moving or bumping into another job will be paid the rate of that job.

6.4. Seniority shall govern and control in preference in assignment to shift work, and choice of vacation period. An employee who exercises his seniority rights in changing his choice of vacation period may make such declaration only once if it will result in the bumping of the scheduled vacation of a junior employee in the department and then only if so declared on or before April 1st of any given year.

#### **Article Seven: Job Posting & Bidding**

7.1. When a position covered by this Agreement becomes vacant, such vacancy shall be posted in a conspicuous place listing the pay; and in the event a shift schedule change is anticipated at a future date, it will be so noted in the posting. Job specifications shall be made available on application. This "Notice of Vacancy" shall remain posted for at least seven (7) days. Employees interested shall apply, in writing, within the posted period. As soon as possible, but not later than twenty-one (21) days after the expiration of the posting period, the Employer shall take action to fill the position giving the senior employee-applicant first consideration.

The parties agree to bargain over the impact (if any) or changes in the job descriptions for positions covered under this Agreement in order to comply with the provisions of the Americans with Disabilities Act.

7.2. The senior employee-applicant of the Town shall be given preference for selection, provided his qualifications equal or exceed those of other candidates. Any employee applying shall be granted an interview for the position for which he has applied.

An employee-applicant bidding on a job under the provisions of this Article 7 who is on a worker's compensation leave status at the time said job is posted and/or when he/she applies therefor, shall be ineligible for consideration for appointment to said job unless the employee is able to provide to the Town Manager evidence that he/she reasonably can be expected to return to full-duty status within thirty (30) working days of the date which the Town Manager shall determine the position shall be filled.

7.3. All original and promotional appointments to bargaining unit positions shall be probationary in nature during the first six (6) months of the employee's service with the Town in said position. This probationary period is established for the effective adjustment of the new employee or the employee to his/her new classified position. Also, it shall be utilized to study the employee's work. If the employee's work does not meet required standards, the Town may dismiss any employee on original probationary employment, at any time, during said probationary period. If the circumstances of a probationary period are such that the employer is unable to make a decision on a permanent appointment of an individual, the employer may request an extension of the probationary period for up to an additional six months duration, and the union shall not unreasonably deny such

request; an employee in such an extended probationary period shall be paid the next higher step in the pay scale for the designated labor grade of said employee.

If the employee is on a probationary period in a promotional, demotional or lateral status, the Town may return said employee to his original classification for failure to perform work to the required standard.

If the employee finds the work standards, requirements or conditions of his new promotion (while still in a provisional probationary status) to be unacceptable, the employee may request and shall be granted the opportunity to return to his prior position, provided said position still is funded and is to be filled, otherwise to exercise "bumping" rights under Article 6, Section 3, of this Agreement. If an employee, at his own request, returns to his original position or exercises "bumping" rights as provided within this paragraph, whether the new position had been of a promotional, demotional or lateral status, said employee shall be barred from bidding on any position for one year from the date he returned to work at his original position for one year from the date he returned to work at his original position (or his "bumped" position, as applicable). The provisions of this one-year restriction may be waived by mutual agreement of the Union, acting through its President, and the Employer.

At the end of the original probationary period, an employee either shall be given a permanent appointment or his/her services shall be deemed to have been terminated.

#### **Article Eight: Hours of Work**

8.1. The regular hours of work each day shall consist of eight (8) hours for employees in the Union.

The normal hours are Monday-Friday, 7:00am-3:00pm

8.2. The work week shall consist of five (5) consecutive eight (8) hour days Monday through Friday, inclusive, except for employees in continuous operations, as discussed below.

8.3. The normal work day shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift having a regular starting and a regular quitting time. Except for emergency situations, work schedules shall not be changed unless the changes are discussed with and agreed to by the Union; such work schedules shall not be changed so as to avoid overtime.

The provisions of Sections 1, 3 and 4 of this Article are subject to the following qualifications:

- a. They cover only those employees employed as of March 15, 2011;
- b. Schedule changes may be anticipated for recently hired employees and employees to be hired subsequent to March 15, 2011;
- c. Employees may work flexible work schedules upon mutual consent of the employee and employer.

8.4. 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 (24) hours a day, seven (7) days a week. The work week for employees engaged in continuous operations shall consist of five (5) consecutive eight (8) hour days.

8.5. Any employee whose normal schedule is less than the prescribed hours above shall maintain such schedule.

8.6. In the event an employee reports to his place of work at his regularly scheduled time and is sent home for lack of work, he shall be paid for the normally scheduled number of hours for his shift at the rate to which he would be entitled for his shift.

8.7. Standby Status: Each Plant Operator shall be placed on standby status (using an ELD-supplied phone) on a rotating basis for one week at a time. Each person so assigned shall receive eight (8) hours' pay, in addition to his/her regular compensation for the week that he/she is assigned to standby status.

8.8. Nothing in this agreement shall be interpreted as requiring any certain minimum staffing level at any time.

### **Article Nine: Meal Periods**

9.1. Each employee in the Union shall be granted an onsite meal period of one-half (1/2) hour's duration during each work shift, except that employees who are engaged in continuous operations shall have their meal period within their scheduled eight (8) hours. Whenever possible the meal period shall be scheduled at the middle of the shift.

### **Article Ten: Overtime**

10.1. Each employee covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his regular rate of pay for hours worked in excess of forty (40) hours in one (1) week. All hours worked on Sunday shall be paid double (2) the regular rate of pay. All overtime shall be paid in one-hour increments, except as provided for in Article 10.8.

10.2. Holidays, Vacation Time and Personal Time and other Paid Time Off pursuant to this agreement shall count towards hours worked in a given week for the sake of calculating overtime. Sick time does not count as hours worked for the sake of calculating overtime.

10.3. Any employee called back to work on the same day after having completed his assigned work and having left his place of employment and before his/her next regularly scheduled starting time shall be paid at the rate of time and one-half (1 ½) for all hours worked on recall. He/she shall be guaranteed a minimum of four (4) hours pay. For all recalls on Sunday he/she shall receive a minimum of four hours pay at double (2) time.

10.4. Compensatory time at the overtime rate may be taken in lieu of overtime compensation, provided that the employee and the employer mutually agree in advance. Comp time may not accumulate greater than sixty (60) hours. Those with existing balances greater than 60 hours will not accrue additional comp time until their balance is reduced below 60 hours.

10.5. Overtime shall be distributed equally and impartially among personnel in each area who ordinarily perform such related work in the normal course of their work week. An employee who is asked to work on an overtime basis and refuses shall be credited with having had his turn. In case of extreme emergencies when it is necessary to call in personnel from areas other than the area which normally performs such related work, to aid and assist, the personnel from said other area(s) shall be released from their duties first when the work load lessens.

10.6. The Employer shall keep records in each division time book of the overtime work. In case of a grievance involving such records, such records shall be subject to examination by the Union representative or the shop

steward with the foreman of the division involved.

10.7. Overtime is voluntary under normal conditions. There will be no discrimination against any employee who declines to work overtime under normal conditions. However, it must be recognized that the Town employee owes his first work allegiance to the Town and is expected to respond if called in under emergency conditions.

10.8. Planned overtime shall have a guaranteed four (4) hour minimum at one and one-half (1 ½) times regular rate of pay. The department head may cancel planned overtime up until 5:00 p.m. of the day previous to the day of planned overtime. If work is not canceled and employees report to work and weather conditions or other conditions make it necessary to cancel the overtime, the employees shall be paid two (2) hours' pay at one and one-half (1 ½) time his regular rate of pay. The department head or foreman shall have the option of holding the employees for two (2) hours to see if the conditions that warrant canceling planned overtime will clear.

10.9. Notwithstanding any apparent inconsistency between language in Article 10 and Article 13, there shall be neither duplication nor pyramiding of overtime premium payments.

10.10. The provisions of sections 1 and 2 to the contrary notwithstanding, the hourly rate for mutual aid shall be the regional rate published by the Northeast Public Power Association (N.E.P.P.A.) if it exists, or double time, (whichever is the lesser rate) and said rate shall be paid portal-to-portal. The provisions of Article 9, section 2 to the contrary notwithstanding, Linemen on mutual aid shall receive a meal allowance of \$10 per meal.

10.11 Employees working during an emergency that requires mutual aid shall be paid at the rate of time and one-half (1 ½) for all hours worked while such mutual aid is working on Town property.

**Article Eleven: Rest Periods**

All employees' work schedules shall provide for a ten (10) minute rest period during the morning, 7:00 a.m. to 12:30 p.m. shift only. The rest period shall be scheduled at the middle of this time period whenever this is feasible. If possible, the rest period shall be taken at the job site. If an employee leaves the job site for the rest period, the period begins when the employees leaves the site.

Employees who are to work beyond their regular quitting time into the next shift, in the event of an emergency, shall be given a meal break, if possible. In addition, employees shall be granted the regular rest periods that occur during the shift.

**Article Twelve: Clean-Up Time**

Employees shall be granted a ten (10) minute personal clean-up for each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the Employer shall make the required facilities available.

**Article Thirteen: Holidays**

13.1. The following days shall be considered to be paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Patriot's Day	Day after Thanksgiving

Memorial Day	Christmas Day
Independence Day	Christmas Eve or Day After Christmas Day at Town Manager's Discretion
Labor Day	

The holidays aforementioned, as applicable, shall be designated by the Town Manager in accordance with the provisions of Chapter 4, Section 7, of the General Laws of the Commonwealth of Massachusetts, as amended.

13.2. Should any holiday fall on an employee's normal day off, the nearest scheduled working day shall be considered to be a holiday.

13.3. Holiday pay shall be eight (8) hours' pay at the straight time rate.

13.4. If a holiday occurs within an employee's vacation period, it shall not be counted as a vacation day.

13.5. An employee who is required to work on a holiday as part of his regular schedule shall receive in addition to the regular holiday pay an amount equal to one and one-half (1 1/2) times his regular rate of pay for his normal shift.

An employee who is required to work on a holiday and who works in excess of a normal eight (8) hour shift shall receive two (2) times his regular rate of pay for those hours worked in excess of eight (8) hours, and in no case shall this amount be less than three (3) hours at double time.

An employee who is required to work on a holiday which is not on his regular schedule shall receive, in addition to the regular holiday pay he would normally receive, an amount equal to two (2) times his regular rate of pay for those hours he is required to work, and in no case shall this amount be less than three (3) hours at double time.

13.6. Holiday benefits shall not be earned if the holiday occurs during a terminal vacation period as set forth in Article 14, Sections 5 and/or 6.

**Article Fourteen: Vacations**

14.1. There shall be paid vacations according to the provisions of Section 2 of this Article. For the purposes of this Article, a year's service shall be calculated from the employee's date of hire to a permanent position to the anniversary date of his date of hire to said permanent position; a full year of service shall be completed before an employee is eligible for paid vacation. After the completion of the first year of service, a year's service shall be calculated from the first day of the anniversary month of the employee's date of hire to a full-time position. Vacations shall be chosen in accordance with the provisions of Article 6 of this Agreement. A vacation day shall be a calendar day during which the employee otherwise normally would be scheduled to work a shift.

14.2. There shall be paid vacation days (assuming a normal five (5)-day work week) according to the schedule below:

Years of Permanent Service	Number of Vacation Days
Completion of 1 year	Ten (10) paid vacation days
Completion of five (5) years	Fifteen (15) paid vacation days
Completion of ten (10) years	Twenty (20) paid vacation days

Completion of fifteen (15) years	Twenty-five (25) paid vacation days
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The parties agree that any disability retirees who are returning to service pursuant to Ch. 32, Sec. 8, shall not receive service credit for those years they were out on disability retirement for purposes of calculating the contractual vacation benefit.

14.3. The vacation period shall be at the discretion of the department head.

14.4. A maximum of one (1) week vacation leave shall be allowed to be carried forward. In no case shall more than two (1) week accumulated vacation be allowed in addition to the yearly amount of vacation leave. For example:

Number of Vacation Days	Maximum Accumulated Vacation Days
Ten (10) paid vacation days	Twenty (15) accumulated days
Fifteen (15) paid vacation days	Twenty-five (20) accumulated days
Twenty (20) paid vacation days	Thirty (25) accumulated days
Twenty-five (25) paid vacation days	Thirty-five (30) accumulated days

14.5. For employees hired prior to July 1, 2019 a maximum of two (2) weeks’ vacation leave shall be allowed to be carried forward. In no case shall more than two (2) weeks’ accumulated vacation be allowed in addition to the yearly amount of vacation leave. For example:

Number of Vacation Days	Maximum Accumulated Vacation Days
Ten (10) paid vacation days	Twenty (20) accumulated days
Fifteen (15) paid vacation days	Twenty-five (25) accumulated days
Twenty (20) paid vacation days	Thirty (30) accumulated days
Twenty-five (25) paid vacation days	Thirty-five (35) accumulated days

14.6. Upon termination of employment an employee shall receive a payment (pro-rated) of vacation leave earned.

14.7. If termination is caused by death, vacation leave payment shall be made to the designated beneficiary of the employee.

14.8. Vacations shall not be taken in units of less than one-half (1/2) day.

**Article Fifteen: Medical Leave**

15.1. The Town will grant medical leave to any employee who absents himself/herself from the job because of the following:

- (a) Medical appointments for the amount of time needed to travel to and from the appointment itself and for the duration of the appointment.
- (b) Illness or physical incapacity, exclusive of disabilities covered by Injury Leave
- (c) Enforced quarantine of the employee in accordance with community health regulations
- (d) Medical leave shall not be available where the incapacity is a result of drug or alcohol abuse, deliberately self-inflicted wounds, or is a disability for which another Employer is liable under State Workers’ Compensation Law, except as provided for in (e)
- (e) To attend a bona fide alcoholic or drug rehabilitation programs or mental or physical therapy programs or under the guidance of a practitioner.

- (f) To attend to the medical needs of a spouse, dependent or member of the household.

15.2. To be eligible for this medical leave, the employee must notify his department that he will not report for work within the first half hour of his work shift or, in the case of a continuous operation, prior to the beginning of his shift. All notice should be given as soon as possible to allow the department involved time to make necessary adjustments.

The Department Head or Town Manager may at either's discretion and upon such sufficient evidence of abuse, require documentation of reported sickness which included use of medical leave. Medical leave taken before and/or after a holiday may require a doctor's certificate.

15.3. Approved medical leave shall accumulate at the rate of one and one-quarter (1 1/4) days per month commencing at the completion of the first full month of employment. Medical leave may accumulate to a maximum of one hundred seventy-seven (177) days.

15.4. An employee injured off the job shall be considered for light duty upon joint agreement between the Town and the employee on the same basis as an employee injured in the line of duty.

15.5. In the event an employee uses in excess of eighty (80) hours' medical leave in any twelve-month period, the department head or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of medical leave of less than twenty-eight hours. The Union and the Town agree that, upon the express wish of either party, the provisions of this subsection shall be the subject of re-negotiation at the conclusion of current Agreement having a term of July 1, 1997 -June 30, 1999; absent such express wish from either party, this provision shall remain in effect.

15.6. Medical Leave Buy-Back: Regular, full time employees are eligible for the medical leave buy-back program. Part time employees who have worked for a minimum of ten years for the town at a minimum of 20 hours per week may also participate in the program.

- a. Buy-back at retirement: On resignation, retirement or death, within the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, an employee with fifteen (15) years or more of service in Ipswich, shall be paid fifty dollars (\$50) for each medical day he/she has to his/her credit, up to a maximum of one hundred (100) days. Payments shall be made after reasonable time for purpose of appropriation. Employee are required to provide six (6) months written notice of their intent to retire, unless extenuating circumstance exists where written notice cannot be provided.
- b. Employees with over ten year of service, as of the signing of this agreement, as a Group 4 employee in the Town of Ipswich shall receive their medical leave buy-back end of service as calculated on August 7, 2013 (as shown in appendix D), except those employees whose accumulated leave effective August 7, 2013 is less than \$5000, in that case the section above applies.

15.7.

- a. Medical leave is not an entitlement but is to be used in conformance with agreed upon guidelines. The Town and the Union agree that the abuse of medical leave may result in disciplinary action.
- b. The Department Director or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of medical leave of three (3) or more consecutive days. Medical leave taken before or after a holiday may require a doctor's certificate.
- c. In the event an employee uses in excess of seventy (70) hours' medical leave in any twelve-month period, the Department Director or the Town Manager may, at either's discretion, require documentation of subsequent reported sickness which included use of medical leave of less than three (3) consecutive days.

## **Article Sixteen: Workers' Compensation & Light Duty**

16.1. An employee who sustains a work-related injury shall notify, in writing, including a complete report of the injury or illness including a description of the injury or illness and shall identify all persons who were involved and/or witnessed the occurrence, his/her supervisor of the injury or illness no later than the end of the shift the injury or illness occurred. If an employee is unable to notify in writing prior to the end of the shift due to injury or illness, the employee shall notify verbally their direct supervisor and complete the written report as soon as feasible. Failure to report an injury or illness, written or verbally, during or at the end of the shift in which it occurred, may be considered evidence that later reported injury actually took place off duty.

16.2. An employee who sustains a work-related injury shall be required to obtain an initial diagnosis in connection therewith from a provider of medical treatment designated by the Town Manager, except in an emergency. In such event, the employee must obtain a diagnosis at such provider as soon as possible.

16.3. An employee who sustains a work-related injury shall be required to cooperate fully with the provider of medical treatment and to comply with any treatment plan or therapy prescribed by such provider. Further, such employee shall be required to refrain from any activities which might jeopardize slow his or her recovery. If an employee is working at another job while on workers' compensation, he/she must notify the Town Manager in writing.

16.4. Whenever an employee is incapacitated for duty because of injury sustained in the performance of his duty without fault of his own, the employee shall be granted Worker's Compensation in accordance with the provisions of Chapter 152 of the General Laws and upon request may receive accrued sick leave, the combination of which shall not exceed said employee's basic weekly pay, for a term not to exceed twelve months from the date of compensable injury. No such leave shall be granted for any period after such employee has been retired or pensioned in accordance with law. During the first twelve months of a leave under Worker's Compensation, an employee may continue to accrue paid vacation and sick leave benefits from the Town, but thereafter shall cease to accrue such benefits.

16.5. In the case of an employee who becomes totally incapacitated because of an injury arising out of and in the course of his employment, pursuant to the provisions of Massachusetts General Laws Chapter 152, Section 69, the Town may:

- a. pay to the injured employee his wages in full until any overtime or vacation which said employee has to his credit have been used; and
- b. pay wages in part until any sick leave allowance which the employee has to his credit has been used; but in no event shall the sum of said employee's partial sick leave wage payments, when added to his weekly benefits received under workmen's compensation, exceed said employee's normal weekly straight-time wages.
- c. In the event an employee, during the period of a disability covered by workmen's compensation, elects not to draw wages against vacation leave credits or sick leave credits or who has exhausted same, may request in advance in the amount of two-thirds (2/3) his normal straight-time weekly wages (but no more than one hundred fifty dollars (\$150 per week) subject to the following conditions:
  - (1) No more than four successive weekly disability payment advances will be approved by the Employer on any disability case; and
  - (2) The employee shall give advance written assurance he will reimburse the Employer promptly when he receives workmen's compensation checks for the period(s) covered by the disability payment advance(s).

16.6. An employee shall be entitled to examination and treatment by a physician of his/her own choice. A doctor designated by the Town may examine the employee as to the employee's fitness to resume full duty or

light duty as described herein. The employee's doctor shall be afforded full opportunity to consult with the Town's doctor as to the employee's fitness to resume full duty or light duty as prescribed herein.

If the employee's doctor and the Town's doctor disagree as to such "fitness", they shall thereupon jointly designate a physician who is an occupational specialist and who is agreeable to both who, at the Town's expense, shall examine the employee and render a written medical opinion as to the employee's fitness to resume full duty or light duty as described herein, copies of which shall be transmitted by him to both the Town's doctor and the employee's doctor. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts, in cooperation with the parties hereto, upon which event such physician, at the Town's expense, shall so examine the employee and render his opinion as aforesaid. Pending receipt of such opinion, the Town shall not require the employee to return to duty and shall continue to compensate him on paid injured leave in accordance with the provision of the first paragraph herein. If the third physician shall determine that the employee is not fit to resume full duty or light duty as described herein, the employee shall remain on Worker's Compensation injured leave status. If the third physician shall determine that the employee is fit to resume full duty or light duty as described herein, the employee shall be so advised, and shall return to work, failing which he shall be entitled to a leave of absence or paid sick leave, but shall no longer receive Worker's Compensation insurance payments.

"Light duty" under this Article shall be performed on the day shift only, Mondays through Fridays. An employee on light duty shall be ineligible for overtime except in extreme emergency conditions. Light duty can commence at a time mutually agreed to by the employee and the Town, based upon the written opinion of the employee's doctor or that of the third (neutral) doctor, as applicable, and shall be reviewed every thirty (30) days until the employee is able to return to full duty. The employer has the right to withdraw light duty if circumstances change.

Light duty shall entail no heavy lifting and shall be tailored to the employee's condition; i.e., no standing for an extended duration or no sitting for an extended duration, as the applicable doctor deems appropriate. Light duty may entail department clerical work, maintenance of departmental equipment, inventory control, building maintenance, and the operation of office equipment including typewriters and computer terminals.

16.7. Any other provision of this Agreement to the contrary notwithstanding, an employee on workers' compensation leave shall not receive holiday pay nor any uniform/clothing allowance which otherwise would become due during, or is attributable to, any period of absence due to a work-related injury. An employee on a workers' compensation leave shall not be eligible for promotion during the period of the leave, but shall be considered for a promotion to be effective upon his/her return to duty provided said return is reasonably expected to be, and is within thirty (30) working days. Moreover, such leave shall not be considered for purposes of denying the employee a promotion once the employee returns to work.

16.8. Employment rights for employee on Workers' Compensation shall be in accordance with G.L. Ch. 152, Sec. 75A.

16.93 Employment rights for employees who receive lump sum payments shall be in accordance with G.L. Ch. 152, Sec. 48.

### **Article Seventeen: Jury Pay**

The Employer agrees to make up the difference between an employee's normal straight time daily wages and the compensation the employee receives for each day of jury duty which falls on a regularly scheduled work day.

## **Article Eighteen: Bereavement Leave**

18.1. In the event of death of an employee's mother, step-mother, father, step-father, spouse, child, or step-child, he shall be granted leave with pay in the amount of ten (10) working days and such leave shall not be charged to sick leave or vacation leave.

18.2. In the event of death of an employee's grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, father-in-law or mother-in-law, or a relative living in the employee's household, he shall be granted leave with pay in the amount of three (3) working days; and such leave shall not be charged to sick leave or vacation leave.

18.3. If, under extraordinary circumstances, an employee requests additional funeral leave, the Town Manager may, in his discretion, if the employee's personal days have been exhausted, grant additional day of funeral leave.

18.4. In the event that a death does not qualify for Bereavement Leave pursuant to Sections 1 and 2 above, the Town Manager may, at his/her discretion, grant an employee leave with pay in an amount not to exceed five (5) working days and such leave shall not be charged to sick or vacation leave.

18.5. Employees may choose to use allotted bereavement leave in split increments should services/arrangements be spread out over a longer period of time or there is a need for travel. Employees must notify their supervisor of the arrangements at the time of death.

## **Article Nineteen: Personal Leave**

19.1. An employee shall be granted time off for which he will be paid at his normal rate to conduct personal business. To be eligible for personal leave, a person shall have completed one year of continuous permanent service. Such personal leave shall not exceed three (3) working days in the time period from an employee's anniversary date of hire to permanent service to the next succeeding anniversary date of said hire. Personal days shall not be granted for fractions of a day of less than four (4) hours.

19.2. Personal days may not be carried forward and must be used before the anniversary date of the year in which they are earned.

19.3. Personal leave may be used to attend legal, religious, ceremonial or other personal matters which cannot be scheduled other than during normal working hours. The granting of personal leave shall be at the discretion of the Department Head. The reason(s) for personal leave requests shall be clearly stated in writing and their confidentiality shall be protected. Except in the case of emergency, or unforeseen event, a request for personal leave requires forty-eight (48) hours' advance notice to the Department Head.

## **Article Twenty: Interruption of Work**

20.1. During the term of this Agreement there shall be neither strikes, slowdowns, refusals to work, nor any other interference with production of Town services of administration on the part of the Union.

20.2. The Employer may discipline or discharge an employee who is found to be guilty of violating this provision at a hearing conducted for this purpose.

20.3. The Town shall conduct no lockouts of employees.

## **Article Twenty-One: Uniforms & Protective Clothing**

21.1. Employees covered by this agreement are required to wear arc-rated, flame-resistant (FR) clothing in accordance with the department's established FR clothing policy. The employer agrees to provide an allowance of \$1000 annually to the employees to be used to purchase FR clothing from the employer-chosen vendor. The allowance is a "use it or lose it" program. No allowance amounts are paid out to the employee at the end of the year. No allowance amounts are allowed to be carried from year to year. The Employee is responsible for any amounts spent over the yearly allowance. Newly hired employees will be provided an additional \$300.

21.2. The Employer agrees to provide and the employee agrees to use all materials, equipment and tools required to perform the duties assigned to the employees covered by this agreement. It is further agreed that FR foul weather gear shall be furnished to employees covered by this agreement. Replacement of FR foul weather gear will be mutually agreed to by employer and employee.

21.3. The Employer requires the Employees to wear safety shoes or boots at all times. Each employee will be allowed to purchase one pair of safety toed boots or shoes each year at the employer's expense. The Employer will choose the vendor and selection. Employer will supply at least four styles to choose from.

## **Article Twenty-Two: Safety Committee; Code**

A safety committee composed of two (2) representatives of the Union and two (2) supervisory personnel shall be appointed. Said committee shall serve with the Town's safety agent, who shall be chairman, and said committee may meet on a monthly basis. It may draw up a safety code which both parties to this Agreement agree to enforce.

## **Article Twenty-Three: Union Representatives**

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

23.2. The above-designated stewards and other representatives shall be granted unpaid, reasonable time off during working hours, at periods and times which will not interfere with the emergency operations of their respective Departments, and with notification to their respective management supervisor, to investigate and settle grievances, post union notices, or to conduct other authorized activities as set forth in this Agreement.

23.3. It is agreed that two duly-elected Union delegates may attend the State Convention (AFSCME) for one (1) day or one such delegate may attend for two (2) days. It is understood that an emergency condition may require the services of a delegate.

23.4. The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO and/or Council #93 and/or Local 2905 to enter the premises at any reasonable time for individual discussion of working conditions with employees, provided case is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

## **Article Twenty-Four: Wages And Differential**

24.1. The employer's Schedule of Classification and Payroll Rates for employees covered by this Agreement shall become Appendix "A" to this Agreement.

In the event of any conflict between Appendix A (attached hereto and incorporated by reference) and any other section or provision of Article 24, Appendix A shall be controlling.

24.2. An employee who is temporarily assigned to take charge in the absence of his superior for four or more consecutively worked days shall be paid, in addition to his base rate, the increment over his base rate represented by the next higher wage rate in the schedule of payroll rates with the labor grade of the job to which he is temporarily assigned or \$1.00 per hour, whichever is the lesser figure, for all hours actually worked. In accordance with the provisions of the Fair Labor Standards Act, the increment over his base pay shall be included in the base for compounding overtime premium pay.

If an employee actually works in excess of five (5) weeks consecutively out-of-grade in any year in a supervisory position outside of the bargaining unit, commencing with the sixth week the employee shall be entitled to receive pay at the first rate in the exempt position's pay range (converted to an hourly rate by the applicable divisor for that fiscal year) which is higher than the employee's own hourly rate plus sixty-five cents (\$.65), but shall be entitled neither to overtime premium payments nor the \$.65/hour increment thenceforth while working at said higher exempt rate. The temporary assignment of an employee to a superior's position shall be subject to approval in writing, in advance, by the Town Manager.

24.3. Any employee who is a member of the Town of Ipswich Call Fire Force and who is called to respond to an alarm during the normal scheduled work hours shall be paid in accordance with the provisions of the Fair Labor Standards Act for the normal scheduled work hours during which he is absent from his job while responding to the alarm.

24.4. Death Benefit: If an employee dies while still on the payroll of the Town of Ipswich after five (5) years of creditable service with the Town of Ipswich, said employee or his/her estate, as applicable, shall receive a one-time-only severance payment of three thousand dollars (\$3,000).

24.5. Longevity: In addition to the base salary employees receive on an annual basis, additional amounts of compensation shall be paid in recognition of length of service to the Town of Ipswich (longevity payments) and shall be included in the calculation of an employee's regular straight-time rate of pay for the purposes of the calculation of overtime benefits and other contractual provisions. For the purpose of computation, an employee's service shall be measured from his/her date of appointment as a permanent full-time bargaining employee. Subject to the foregoing provisions of this sub-section, payments shall be made in accordance with the following schedule:

Effective July 01, 2007	
<i>Number of years of full-time service</i>	<i>Longevity Stipend</i>
Completion of five (5) years	\$400.00/year
Completion of ten (10) years	\$600.00/year
Completion of fifteen (15) years	\$1,000.00/year
Completion of twenty (20) years	\$1,200.00/year
Completion of thirty (30) years	\$1,500.00/year

An employee shall receive the stipend as an addition to his/her hourly wage under the provisions of this subsection.

Longevity Length of Service	Longevity Stipend	Longevity @ 40 hrs/wk	FY20 = 52 wks & 2 days/5 = 52.4	FY21 = 52 wks & 1 days/5 = 52.2	FY22 = 52 wks & 1 days/5 = 52.2
After Completion 5 yrs full-time service	\$ 400.00	\$ 10.00	\$ 0.1908	\$ 0.1916	\$ 0.1916
After Completion 10 yrs full-time service	\$ 600.00	\$ 15.00	\$ 0.2863	\$ 0.2874	\$ 0.2874
After Completion 15 yrs full-time service	\$ 1,000.00	\$ 25.00	\$ 0.4771	\$ 0.4789	\$ 0.4789
After Completion 20 yrs full-time service	\$ 1,200.00	\$ 30.00	\$ 0.5725	\$ 0.5747	\$ 0.5747
After Completion 30 yrs full-time service	\$ 1,500.00	\$ 37.50	\$ 0.7156	\$ 0.7184	\$ 0.7184

24.6. Electrician Differential: Effective June 4, 2019, there shall be a \$1.50 per hour differential for the person in the bargaining unit who holds a currently valid Massachusetts electrician's licenses (at the journeyman level or higher) and is called upon to perform electrician's work for the Town.

24.7. Standby and Call-Out Pay:

- a. Each week a distribution department employee shall be designated as "on call", as assigned from a rotating list. The employee shall hold a classification of first-class lineman or higher. The period of "on-call" status shall run from 7:00 a.m. on Monday until 7:00 am on the following Monday in regular weeks, or until the Tuesday at 7:00 a.m. following a Monday holiday in any week containing a Monday holiday. On-call hours shall be all hours outside of the normal workday. In the event the employee next scheduled in rotation to assume the on-call tour does not accept the assignment, management shall assign a qualified replacement employee, from within the bargaining unit, by reverse order of seniority, i.e., by assigning the least senior qualified person to fill the vacancy.
- b. The employee on standby status shall receive, in addition to higher base pay, 21 hours straight time pay for a regular "on call" week, 27 hours' straight time pay for an "on-call" week extended by a Monday holiday, 18 hours' straight time pay for an "on call" week shortened by a Monday holiday, or 24 hours' straight-time pay for an "on call" week containing an embedded legal holiday. In the event an employee on call is called out to respond to a trouble call he shall be entitled to receive overtime premium pay in accordance with the provisions of Section 6 of this MOU.
- c. The distribution department employee on call shall carry a cell phone provided by the Town, and be able to respond to the Electric Department premises within 30 minutes of having received a "trouble call," and shall investigate the incident as a first responder. Moreover, each employee on standby status shall be expected to remain in physical and mental condition to report to work. If an employee is found not to have met the requirements herein, he/she will not receive standby pay for the period in which the violation has occurred, and shall be subject to disciplinary action under the terms of the Collective Bargaining Agreement
- d. In the event an employee assigned to an "on call" week's tour of duty is unable, for any reason, to perform his/her duties during the "on call" period, he/she shall be responsible, if practical, for finding a qualified employee to substitute for that period of his/her incapacity or unavailability, and further shall notify management as to his/her absence and his/her efforts to secure a replacement; and shall swap tours with that employee at a later date.
- e. On-call pay shall be considered as predictable, regular compensation for purposes of retirement system payroll deductions and benefit calculations.

- f. Actual response time (only) shall be credited toward the 40-hour weekly threshold for overtime entitlement under this provision.
- g. The above provisions shall be subject to the grievance/arbitration provisions of the Employer/Union Collective Bargaining Agreements.
- h. The above provisions shall be coterminous with the duration Articles of the parties current Collective Bargaining Agreements.
- i. The contractual On-Call pay shall be included in the "regular rate" for purposes of calculating any FLSA overtime.

## **Article Twenty-Five: Health and Welfare**

25.1. Effective June 30, 2009 the contribution rate for any HMO plan offered through the Town shall be 65% by the Town and 35% by the employee.

25.2. The Town shall provide, through the Massachusetts Inter-Local Insurance Association, the HMO Blue Options Plan and the PPO Blue Options Plan.

25.3. The Town will establish an IRS Section 105 sanctioned Health Reimbursement Account to reimburse HMO Blue and PPO Blue subscribers for co-pays for inpatient hospital services only.

25.4. Upon expiration of any contract presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Union shall be fully informed of any negotiations dealing with coverage that affects its members, and may make inquiries and advise the Employer of desires of the Employees. Additional insurance may be elected by the Employee at his own expense. Any dispute concerning eligibility for a payment of benefits under the current medical insurance contract shall be settled in accordance with the terms thereof with the carrier and shall not be subject to arbitration.

The Employer and the Union agree to cooperate in exploring alternative methods to curb increases in medical insurance premiums.

The Employer agrees to provide an optional group dental insurance policy funded by employee payroll deductions at no cost to the Employer.

25.5. Linemen in the Electric Light Department, except under emergency conditions, shall not be required to perform their normal work outdoors during stormy weather or unusually hot or cold weather conditions which would be considered as detrimental to the health or safety of said employees.

Temperatures or wind chill factors at ten (10) degrees or less Fahrenheit and at ninety (90) degrees Fahrenheit and more will be considered severe weather.

Employees not required to perform their scheduled outdoor work will be assigned to other work indoors, and they will be paid at their regular hourly rates in the same manner as if they had performed their scheduled outdoor work.

25.6. The Town agrees at Town expense to pay for blood sample analysis for each employee who normally works in an environment exposed to polychlorinated biphenyls (PCBs). Said tests shall be conducted at least

annually and upon suspected or known exposure. There shall be a PCB Officer designated from among the line crew(s) of the Union who shall serve with no additional compensation (other than direct expenses incurred under Section 6 of this Article) in said capacity.

25.7. The Employer agrees to make available a tax-sheltered annuity program. The Employer also agrees that it shall make available optional additional group term life insurance exclusively and solely at the employee's expense, under the provisions of Massachusetts General Laws, Chapter 32B, Section 11A.

25.8. Annually at the Employer's expense the Town shall arrange for a hearing test to be conducted by a certified audiologist, for each employee who normally works at the generating Plant. Said test shall be conducted at a site off premises from the Generating Plant.

25.9. The Employer agrees periodically to test the ground floor level of the Generating Plant for levels of carbon monoxide and shall install and maintain ground level exhaust air systems as necessary.

25.10. Employee Assistance Program:

- a. The Town and the Association recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Association also recognize there are a range of human problems which may affect employees' job performance, arising from family crises, emotional, financial and/or substance abuse difficulties, which may manifest themselves in deteriorated work performance. In such instances, the Employee Assistance Program (EAP) may be utilized by employees and the Town as a corrective measure.
- b. The Town shall provide an EAP for the life of this Agreement, access to which Plan shall be free of charge and on a confidential basis to all employees covered under this Agreement, for up to three visits with the EAP Coordinator. The scope of functions of the Coordinator shall be to determine the nature of the problem and identify appropriate mechanisms for resolving it; identify suitable resources for problem resolution and facilitate access to these resources; and counsel supervisors in the early identification of employee problems and appropriate methodologies for dealing with troubled employees. For issues beyond the scope of the Coordinator and which must be referred to an outside agency, the employees (or their health insurance plan) shall be responsible for the costs of the service to which they have been referred.
- c. Any employee who has a personal problem which he/she believes could be resolved through the EAP may contact the EAP Coordinator directly for assessment and referral. Any information given to the Coordinator or the outside agency shall be held in the strictest of confidence.
- d. In the event a supervisor determines that an employee's performance might be improved through counseling with the EAP, he/she may recommend consultation with the EAP Coordinator. In such circumstances the EAP Coordinator shall not share any information, arising from the referral, with the supervisor. Referral to the EAP will not necessarily suspend any disciplinary action otherwise contemplated or commenced.
- e. In the event previous efforts to encourage an employee to improve his/her work performance have been unsuccessful, a supervisor may make a mandatory referral to the EAP. Such mandatory referrals are appropriate only if it appears that an employee either cannot or will not take the necessary steps to correct deteriorated work performance. All mandatory referrals require advance written approval by the Town Manager. A mandatory EAP referral shall be the last resort prior to termination of an employee. In such circumstances, the EAP Coordinator shall share with the referring supervisor whether or not the employee has made and kept an initial appointment and followed through on referrals provided by the Program. The fact that a mandatory referral has been made (and that fact only) shall be noted in the

employee's personnel file.

- f. This EAP is a strictly confidential service provided to Town employees. Documentation of visits is not maintained (other than the keeping of a mandatory referral appointment) as part of official personnel files. There is no risk of job loss as a result of an employee's participation in the EAP. Time spent with the EAP Coordinator is considered work time for pay purposes; any time spent with an outside referral agency shall be covered by accrued sick leave, personal or annual leave, or shall be unpaid.

## **Article Twenty-Six: Miscellaneous Provisions**

26.1. Bulletin Boards: Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

26.2. Savings Clause: Should any provision of this Agreement be found to be in violation of any Federal or State law or civil service rule by a court or competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.

26.3. The Town agrees to pay \$200.00 annually for the cost of renewing motor vehicle licenses (including the CDL and Hoister's licenses but not including the Class III driver's license) which license(s) are required by the Employer to be held by the employees as a condition of employment in his/her respective job classification(s). Renewal costs include all licensing fees, and any cost incurred for medical examinations required for licensing.

26.4. All employees in the bargaining unit shall receive training in CPR on an annual basis. In the event employees attend CPR training outside of their regular schedule, they shall be compensated at straight time rates for actual training time on an hour for hour basis.

26.5. Unpaid Leave: Employees will be eligible for unpaid leave only after all of their paid leave available under the Agreement has been exhausted (e.g. vacation, sick leave - only if leave is sick leave eligible, personal leave, etc.). All requests for unpaid leave shall be subject to approval by the Town Manager.

26.6. Family Medical Leave & Small Necessities Leave: Notwithstanding anything in this agreement to the contrary, any unit member may exercise his or her rights to take Family and Medical Leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), or to take Small Necessities Leave pursuant to the Massachusetts Small Necessities Leave Act ("SNLA"). The FMLA is a federal law that provides for up to 12 weeks of unpaid leave each year for the birth, adoption or placement of a child, or the serious health condition of the employee or an immediate family member. The SNLA is a state law that provides up to 24 hours per year of unpaid leave to attend to certain responsibilities regarding the education of the employee's child, or the placement of an older relative in a nursing home. Paid leave may be substituted for unpaid leave under certain circumstances. In the event that an employee qualifies for Family and Medical Leave, the Town has the right to designate sick or other leave as Family or Medical leave in accordance with the Family and Medical Leave Act. The Town shall have the right to establish rules and regulations concerning the use of Family and Medical Leave and Small Necessities Leave that are consistent with those laws

26.7. Books and Tuition: If the successful passage of a course is essential to an employee's licensure for his job,

or essential to his continued performance in his job, tuition reimbursement shall be granted provided further that: (a) the employee obtains a passing grade in the course; (b) the school is accredited with the licensing authority; and (c) the course is approved in writing, in advance, by the employer. An employee's expense for book(s) for a course approved herein shall be reimbursed provided the book(s) are returned in to the department in a serviceable condition.

26.8. The parties agree to establish a Labor Management Committee with two representatives of the Union and two representatives of the Town to develop mutually agreed to job descriptions and a Performance Evaluation System to include a mutually agreed to policy and instrument.

26.9. Bi-Weekly Pay: The Town shall have the right to implement bi-weekly payment of wages. The Town shall prior to paying employees on a bi-weekly basis, provide each employee with a written notice of such change at least ninety (90) days in advance of the first such bi-weekly paycheck.

26.10. Direct Deposit: The Town shall have the right to require all employees to receive their regular wages and all other payments through direct deposit. No paper copies of pay advices will be provided to employees. Pay advices will be made available electronically to employees. The Town shall, prior to implementing mandatory direct deposit, provide each employee with a written notice of such change at least ninety (90) days in advance of the first direct deposit paycheck.

26.11. Security Cameras: The Town shall have the right to install security cameras at all locations. The Town and Union will establish a mutually agreed to policy regarding the use of security cameras via a committee.

### **Article Twenty-Seven: Total Agreement**

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore they further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement, except as specifically contained in this Agreement.

### **Article Twenty-Eight: Operation and Duration**

28.1. The Town and the Union recognize and agree that the execution, effective date and implementation date of this Agreement is dependent upon and subject to Section 11(d) of Chapter 620 of the Acts of 1966 (the Charter of the Town of Ipswich) and Massachusetts General Laws, Chapter 164. In the event that the Board of Electric Commissioners of the Town fails or refuses to make any appropriation necessary to fund this Agreement, the Employer and the Union agree that this Agreement shall be null and void in its entirety, of no force and effect whatsoever for any purpose, and that all of the subject matters of this Agreement shall be subject to further collective bargaining by the Employer and the Union.

28.2. Upon the Town's Electric Commissioners' passage of an appropriation necessary to fund this Agreement, this Agreement shall be effective from July 1, 2019 through June 30, 2022.

28.3. Should the Union desire to negotiate a new collective bargaining agreement to succeed this Agreement upon its expiration, it will notify the Employer by written notice to the Town Manager not later than September 15, 2021. Upon receipt of such notice, the parties shall decide to commence negotiations not later than October 15, 2021.

**Signature Page**

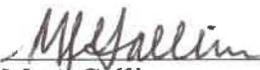
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT  
THIS 19 DAY OF September 2019.

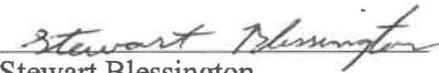
TOWN OF IPSWICH

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO, STATE COUNCIL 93,  
LOCAL #2905

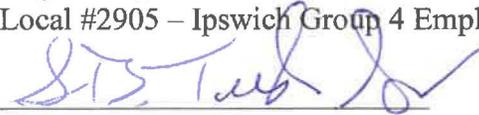
BY: \_\_\_\_\_  
Anthony Marino  
Town Manager

BY:  \_\_\_\_\_  
Dan Rowland  
Negotiating Committee  
Local #2905 – Ipswich Group 4 Employees

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Mary Gallivan  
Human Resources Director

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Stewart Blessington  
Negotiating Committee  
Local #2905 – Ipswich Group 4 Employees

\_\_\_\_\_  
Jon Blair  
Electric Light Manager

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Scott Trask  
Ipswich President  
Local #2905

 \_\_\_\_\_  
Ernest Castle  
AFSCME, Council 93

**Appendix A – Schedule of Payroll Rates**

Effective July 1, 2019 ..... wage adjustment  
 Effective July 1, 2020 ..... 2% general wage increase  
 Effective July 1, 2021 ..... 2.5% general wage increase

Market Adjustment to MEAM Survey Medians					
	Grade	Step 1	Step 2	Step 3	Step 4
<b>FY20</b>	E1	\$ 27.24	\$ 29.83	\$ 30.81	\$ 31.83
	E2	\$ 29.49	\$ 32.29	\$ 33.35	\$ 34.45
	E3	\$ 33.25	\$ 36.41	\$ 37.61	\$ 38.85
	E4	\$ 38.99	\$ 42.70	\$ 44.10	\$ 45.56
	E5	\$ 41.40	\$ 45.34	\$ 46.83	\$ 48.38
	E6	\$ 41.85	\$ 45.83	\$ 47.34	\$ 48.90
	E7	\$ 43.98	\$ 48.16	\$ 49.75	\$ 51.39
	E8	\$ 44.74	\$ 48.99	\$ 50.61	\$ 52.28
	E9	\$ 46.63	\$ 51.05	\$ 52.74	\$ 54.48

2%					
	Grade	Step 1	Step 2	Step 3	Step 4
<b>FY21</b>	E1	\$ 27.79	\$ 30.43	\$ 31.43	\$ 32.47
	E2	\$ 30.07	\$ 32.93	\$ 34.02	\$ 35.14
	E3	\$ 33.92	\$ 37.14	\$ 38.36	\$ 39.63
	E4	\$ 39.77	\$ 43.55	\$ 44.99	\$ 46.47
	E5	\$ 42.23	\$ 46.24	\$ 47.77	\$ 49.35
	E6	\$ 42.69	\$ 46.74	\$ 48.28	\$ 49.88
	E7	\$ 44.86	\$ 49.12	\$ 50.74	\$ 52.42
	E8	\$ 45.64	\$ 49.97	\$ 51.62	\$ 53.33
	E9	\$ 47.56	\$ 52.08	\$ 53.79	\$ 55.57

2.5%					
	Grade	Step 1	Step 2	Step 3	Step 4
<b>FY22</b>	E1	\$ 28.48	\$ 31.19	\$ 32.22	\$ 33.28
	E2	\$ 30.83	\$ 33.76	\$ 34.87	\$ 36.02
	E3	\$ 34.76	\$ 38.07	\$ 39.32	\$ 40.62
	E4	\$ 40.77	\$ 44.64	\$ 46.11	\$ 47.63
	E5	\$ 43.29	\$ 47.40	\$ 48.96	\$ 50.58
	E6	\$ 43.75	\$ 47.91	\$ 49.49	\$ 51.12
	E7	\$ 45.98	\$ 50.35	\$ 52.01	\$ 53.73
	E8	\$ 46.78	\$ 51.22	\$ 52.91	\$ 54.66
	E9	\$ 48.75	\$ 53.38	\$ 55.14	\$ 56.96

**FY2020 52.4 wks = 52 wks & 2 days of 5 days/wk @ 40 hrs**

**FY2021 52.2 wks = 52 wks & 1 day of 5 days wk @ 40 hrs**

**FY2022 52.2 wks = 52 wks & 1 day of 5 days wk @ 40 hrs**

Old Grade	New Grade	Job Title
SWOP	E1	Meter Apprentice
MMB	E2	Station Apprentice
APPL		Lineworker Apprentice
CUST	E3	Meter Technician
MMSO		Station Technician
LIN2		Lineworker (Second Class)
LIN1	E4	Lineworker (First Class)
AMS	E5	Assistant Metering Superintendent
HLIN	E6	Head Lineworker
DFOR	E7	Working Foreman
	E8	Assistant Power Plant Superintendent
	E9	Assistant Line Superintendent

**Appendix B – Authorization for Payroll Deduction**

AFSCME STRONG

## AFSCME Council 93

**Yes! I am AFSCME Strong.**  
 I want a strong voice at work and in my community

**Yes, sign me up to:**

- Talk to colleagues at work about AFSCME
- Make phone calls to AFSCME members for campaigns
- Knock AFSCME member doors during campaigns

## Membership Application

**American Federation of State, County and Municipal Employees  
Membership and Authorization for Dues Deduction**

I hereby apply for membership in Council 93 (hereafter "Union") and I agree to abide by its Constitution and Bylaws. I authorize the Union and its successor or assignee to act as my exclusive bargaining representative for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment with my Employer.

Effective immediately, I hereby voluntarily authorize and direct my Employer to deduct from my pay each pay period, regardless of whether I am or remain a member of the Union, the amount of dues certified by the Union, and as they may be adjusted periodically by the Union, and to authorize my Employer to remit such amount monthly to the Union.

This voluntary authorization and assignment shall remain in effect in accordance with the applicable collective bargaining agreement if the applicable collective bargaining agreement or state statute does not address revocation, then this voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution or until the termination date of the collective bargaining agreement (if there is one) between the Employer and the Union, whichever occurs sooner, and for year to year thereafter unless I give the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty (20) days before the end of any yearly period, or in accordance with state statute. The applicable collective bargaining agreement is available for review, upon request. This card supersedes any prior check-off authorization card I signed.

I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment.

In order to comply with Internal Revenue Service rulings, be advised that your membership dues are not deductible for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

**PLEASE PRINT LEGIBLY.**

New Member  Re-commit

Local Number	Employer	
Last Name	First Name	M.I.
Street Address	Apt. No.	
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Job Title
Cell Phone	Personal E-mail Address	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Contribution Form**

AFSCME PEOPLE

Become a PEOPLE MVP for \$8.35/ month (\$100 annually)

I hereby authorize my employer and associated agencies to deduct, each pay period, the amount certified as a voluntary contribution to be paid to the treasurer of American Federation of State, County and Municipal Employees PEOPLE, AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035-5334, to be used for the purpose of making political contributions and expenditures. My contribution is voluntary, and I understand that it is not required as a condition of membership in any organization, or as a condition of continued employment, and is free of reprisal. I understand that any contribution guideline is only a suggestion and I am free to contribute more or less than that amount and will not be favored or disadvantaged due to the amount of my contribution or refusal to contribute, and that I may revoke this authorization at any time by giving written notice.

**Deduction Per Pay Period**

\$5    \$10    \$15

Other \$\_\_\_\_\_ each pp

Circle jacket size.  
S M L XL 2XL Other \_\_\_\_\_

For Office Use Only

JACKET RECEIVED

Signature \_\_\_\_\_ Date \_\_\_\_\_

In accordance with the federal law, AFSCME PEOPLE will accept contributions only from members of AFSCME and their families. Contributions from other persons will be returned. Contributions or gifts to AFSCME PEOPLE are not deductible as charitable contributions for federal income tax purposes.

**PLEASE PRINT LEGIBLY.**

Last Name	First Name	M.I.
Street Address	Apt. No.	
City	State	ZIP Code
SSN (last four digits)	Employee ID #	Occupation
Local Number	Employer	
Cell Phone	Home Phone	

By providing my cell phone number, I understand that AFSCME and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. Carrier message and data rates may apply to such texts.

Personal E-mail Address \_\_\_\_\_

**Appendix D**

The following Group 4 employees shall be granted the following dollar amounts for sick leave buy back at resignation, retirement or death. Amounts based on calculations of hours accumulated as of August 7, 2013:

<b>Last Name</b>	<b>First Name</b>	<b>Hours of Sick Time</b>	<b>Dollar Amount</b>
LEVESQUE	DAVID	1416	\$13,517.14
MARTINEAU	VINCENT	819.3	\$9,816.85
ROWLAND	DANIEL	1245	\$16,090.38
MCPARLAND	DANIEL	862	\$8,219.11
BLESSINGTON	STEWART	569.5	\$6,345.37
TURNER	JEFFREY	960	\$11,502.72

# INDEX

Title	Page No.
Authorization for Payroll Deduction, 29	
Authorization for Payroll Deduction of Union Dues, 28	
Bereavement Leave, 16	
Books and Tuition, 24	
Bulletin Boards, 23	
CDL and Hoister's licenses, 23	
Clean-Up Time, 11	
CPR training, 23	
Deregulation, 23	
Differential, 18	
Discrimination & Coercion, 5	
Electrician Differential, 20	
Employee Assistance Plan, 22	
Family Medical Leave & Small Necessities Leave, 23	
Grievance & Arbitration Procedure, 5	
Health And Welfare, 21	
Holidays, 11	
Hours Of Work, 8	
Initiation Fees - Agency Fees, 4	
Interruption Of Work, 17	
Job Posting & Bidding, 7	
Jury Pay, 16	
Layoff and Recall, 7	
Light Duty, 14	
Longevity, 19	
Management Rights, 4	
Miscellaneous Provisions, 23	
Operation And Duration, 25	
Personal Leave, 16	
Recognition, 4	
renewing motor vehicle licenses, 23	
Rest Periods, 10	
Safety Committee, 17	
Savings Clause, 23	
Schedule of Payroll Rates, 27	
Seniority, 6	
Severance Benefit, 19	
shift differentials, 18	
Sick Leave, 13	
Sick Leave Buy-Back, 13	
Signature Page, 26	
Standby and Call-Out Pay, 20	
Uniforms & Protective Clothing, 17	
Union Dues, 4	
Unpaid Leave, 23	
Vacations, 12	
Wages, 18	
Work Zone Safety Training, 20	
Workers' Compensation, 14	

