

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, 2016 through June 30, 2019

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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, 2016 THROUGH JUNE 30, 2019

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

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.

Pursuant to General Laws, Chapter 150E, Section 12, bargaining unit employees who do not desire membership in the Union shall, as a condition of employment, pay a service fee to the Union proportionately commensurate with the cost of collective bargaining and contract administration, on or after the thirtieth (30th) day after start of employment or on or after the thirtieth (30th) day after the effective date of this Agreement, whichever is later. In accordance with the terms of the form of authorization of check-off of service fees, the Employer agrees to deduct agency fees weekly.

Employee not using payroll check-off for payment of agency fees shall make payment in some other manner. The refusal by an employee to pay agency fees, either by payroll check-off or some other method agreeable to the Union, shall result in disciplinary action.

In the event a claim arises in a court of competent jurisdiction over the issue of the Employer's enforcement of collection of agency fees provided for in this Article, the Union agrees to defend the Town in any such suit, indemnify it in the event the Town suffers any loss arising out of such lawsuit and further, as applicable, the Union agrees to enforce the provisions of this Article in a Court of competent jurisdiction in the Commonwealth of Massachusetts.

For employees who have executed proper forms of authorization for payroll check deductions (said forms being set forth in Appendix B of this Agreement), the Employer agrees to remit the monthly aggregate to the Treasurer of the Union along with a list of employees who have had said fees deducted. Such remittance shall be made by the tenth (10th) day of the succeeding collection month.

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 of each work day are as set forth below:

Line Crew(s)	Monday-Friday	7:00 a.m. – 3:00 PM noon
Electric Generating Plant	Actual days worked are subject to bid	7:00 a.m. - 3:00 p.m. 3:00 p.m. - 11:00 p.m.

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 (Operator A only) shall be placed on standby status (using an ELD-supplied beeper) 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. Assistant Superintendent: The person selected for assistant superintendent shall work as an Operator A during the day shift, shall be eligible for Operator A overtime, and shall be included on the standby list.

8.9. 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.

9.2. Each employee shall be furnished a meal allowance every four (4) hours beyond his regular shift while he continues to work. Effective July 1, 2016, said allowance shall not exceed fifteen dollars (\$15.00) per meal allowance.

9.3. When an employee is working at a site where the host entity provides a meal for the employee, there shall be no meal allowance.

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 eight (8) hours in one (1) day or forty (40) hours in one (1) week. All hours worked on Sunday shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All overtime shall be paid in one hour increments.

10.2. 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 1/2) for all hours worked on recall. He/she shall be guaranteed a minimum of three (3) hours pay at time and a half (1 1/2) if recall is before 10:00 p.m. on any weekday (Monday through Friday). For all recalls on Saturdays and Sundays, and for recalls during a weekday which occur after 10:00 p.m., he/she shall receive a minimum of four hour pay at time and one-half (1 1/2).

10.3. Compensatory time at the rate of time and one-half may be taken in lieu of overtime compensation, provided that the employee and the employer mutually agree in advance. Compensatory time may not accumulate greater than two hundred forty (240) hours (one hundred sixty (160) hours of earned overtime)

10.4. 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.

10.5. 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.

10.6. 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.

10.7. Planned overtime shall have a guaranteed four (4) hour minimum at one and one-half (1 1/2) 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 1/2) 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.

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

10.9. 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.

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	Day after Christmas Day
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

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 two (2) weeks' vacation leave shall be allowed to be carried forward. In 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

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

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

14.7. 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 (\$50.00) 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 \$5000.00, 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 (\$150.00 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 but must be used before the anniversary date of the year in which they are earned.

19.2. 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 FR clothing in accordance with the department's established FR clothing policy. The employer agrees to provide an allowance \$700 annually to the employees to be used to purchase FR clothing from the employer chosen vendor. (See supplemental information regarding Tyndale allowance program). The allowance program 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. The Employer will supply one sweat item on a yearly basis, and the Employer will purchase one item from either the overall or jacket section.

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 steel toed safety shoes or boots at all times. Each employee will be allowed to purchase one pair of steel work 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. It is anticipated these purchases will be tied to the FR clothing contract.

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 23, Appendix A shall be controlling.

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 longevity stipend. Placement on the seniority scale for returning disability retirees will depend on the number of years absent on disability retirement. Step placement for such individuals shall be as follows:

- Return to work after 5 years or more - Step A;
- Return to work after 4 years - Step B;
- Return to work after 3 years - Step C;
- Return to work after 2 or fewer years - Step D; provided, however, that such individuals were at the highest step when they retired. If such individuals were at a step lower than Step D, then they shall be returned to that step.

24.2. Effective July 1, 1991, the shift differentials shall be as follows:

Shift	Differential
3:00 p.m. to 11:00 p.m.	\$.45 per hour
11:00 p.m. to 7:00 a.m.	\$.50 per hour
7:00 a.m. to 3:00 p.m. shift (Sat. /Sun. only)	\$.40 per hour

24.3. 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.

24.4. 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.

24.5. Severance Benefit: If an employee retires within the meaning of Chapter 32 of the Massachusetts General Laws, as amended, after ten (10) years of creditable service with the Town of Ipswich or 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 one thousand dollars (\$1,500.00).

24.6. 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. For the purpose of computation, an employee's service shall be measured from his/her civil service date of appointment as a permanent full-time bargaining employee. Payments shall be made annually in July. To qualify for this additional stipend for any fiscal year, an employee shall have achieved his/her requisite duration of service by July 01 of that year. 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 be entitled to receive only one stipend per year under the provisions of this subsection.

Effective July 1, 2017 employees shall be paid in accordance with the salary chart located in Appendix A and the annual longevity payment in July shall be eliminated. This section shall stay in the contract as reference. This chart outlines a nine (9) steps pay scale. The employee shall move through steps one (1) through four (4) in accordance with Appendix A. After completion of five (5) years the employee will be increased to step five (5). After the completion of 10 years the employee will be increased to step six (6). After the completion of 15

years the employee will be increased to step seven (7). After the completion of 20 years the employee will be increased to step eight (8). After the completion of 30 years the employee will be increased to pay step nine (9).

24.7. Electrician Differential: Effective June 4, 2001, there shall be a \$0.50 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.

24.8. Work Zone Safety Training: Each employee who satisfies the work zone safety training shall receive a payment of \$400.00 per year payable in October of each year. Payments shall be made retroactive to October of 2003.

24.9. 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. For purposes of this section, weather readings at the Ipswich High School weather station will be used.

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 sponsored by the International City Management Association. 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 Plan:

- 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 Plan (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. 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, 2018. Upon receipt of such notice, the parties shall make arrangements to commence negotiations not later than October 15, 2018.

26.4. The Town agrees to pay 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). Each employee who is required to hold a Commercial Driver's License (CDL) as a condition of holding his/her job classification shall receive an annual lump sum payment of six hundred (\$600.00) dollars, payable in November of each year.

26.5. 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.

26.6. Deregulation: The parties recognize that deregulation will result in changes in the methods and means by which the Employer provides services. Accordingly, the parties agree to establish a joint labor-management committee to discuss changes that may be necessary prior to the implementation of such changes.

26.7. Miscellaneous disbursements such as longevity, boot allowance, and meal allowances shall not be included as part of each employee's regular payroll check but shall be paid by separate check, subject to all applicable tax deductions.

26.8. 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.

26.9. 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

26.10. The parties agree to establish a committee of two representatives from the Group 4 Bargaining Unit and two representatives of the managerial staff of the Electrical Department. The purpose of this committee will be to examine the wage and benefit practices of comparable Electric Light Departments in the Ipswich area. This shall include, but not be limited to, the following communities: Danvers, Middleton and Marblehead.

This committee shall meet monthly during calendar year 2011 and file a joint written recommendation to the Town Manager at the end of the year. This recommendation shall assure that the Ipswich Electric Light Department is offering a competitive wage and benefit package in order to maintain qualified, licensed staff and the ability to recruit as needed in these competitive job classifications. In the event that the committee is unable to provide a mutually agreed set of recommendations, the committee may request the services of a mediator with the Massachusetts Division of Labor.

The Town Manager agrees to present the findings and recommendations of the committee to the Board of Selectmen for their consideration.

25.11. 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.

26.12. 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.

26.13. 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.

26.14. 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.

26.15. Security Cameras: The Town shall have the right to install security cameras at all locations. The Town and Union will established a mutually agreed to policy regarding the use of security cameras via a committee. The committee shall meet no later than January 23, 2017 for the first time and conclude their work by May 31, 2017.

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, 2016 through June 30, 2019.

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, 2018. Upon receipt of such notice, the parties shall make arrangements to commence negotiations not later than October 15, 2018.

Signature Page

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS 9th DAY OF November 2016.

TOWN OF IPSWICH

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

BY: _____
Robin Crosbie
Town Manager

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

Jennifer Breaker
Human Resources Director

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

Don Newell
Electric Light Manager

Scott Trask
Ipswich President
Local #2905

Dena Fleno
AFSCME, Council 93

Appendix A – Schedule of Payroll Rates

Effective July 1, 2016 2.5% general wage increase
 Effective July 1, 2017 2% general wage increase
 Effective July 1, 2018 2% general wage increase

		July 1, 2016 2.5%									
<u>Grade</u>	<u>Job Class Description</u>	<u>Location Description</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>					
SWOP	OILER	ELECTRIC OPER & MAINTENANCE	\$25.76	\$28.12	\$29.09	\$29.99					
MMB	MECHANICAL MAINTENCE B	ELECTRIC OPER & MAINTENANCE	\$27.30	\$29.83	\$30.78	\$32.01					
APPL	APPRENTICE LINEMAN	ELECTRIC OPER & MAINTENANCE	\$27.30	\$29.83	\$30.79	\$32.01					
CUST	CUSTOMER SERVICE ELECTRIC	ELECTRIC OPER & MAINTENANCE	\$30.54	\$33.38	\$34.51	\$35.63					
MMSO	MECHANICAL MAINTENCE A	ELECTRIC OPER & MAINTENANCE	\$30.54	\$33.38	\$34.51	\$35.63					
LIN2	SECOND CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$30.55	\$33.37	\$34.51	\$35.63					
LIN1	FIRST CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$35.26	\$39.21	\$40.38	\$41.60					
HLIN	HEAD LINEMAN	ELECTRIC OPER & MAINTENANCE	\$38.42	\$42.07	\$43.36	\$44.73					
ASUP	POWER PLANT ASST SUPERINTEND	ELECTRIC OPER & MAINTENANCE	\$38.42	\$42.07	\$43.36	\$44.73					
DFOR	DISTRIBUTION FOREMAN	ELECTRIC OPER & MAINTENANCE	\$41.32	\$45.21	\$46.78	\$48.25					
		July 1, 2017 2% and Longevity									
<u>Grade</u>	<u>Job Class Description</u>	<u>Location Description</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
SWOP	OILER	ELECTRIC OPER & MAINTENANCE	\$26.28	\$28.69	\$29.67	\$30.59	\$30.79	\$30.88	\$31.08	\$31.17	\$31.32
MMB	MECHANICAL MAINTENCE B	ELECTRIC OPER & MAINTENANCE	\$27.84	\$30.42	\$31.40	\$32.65	\$32.84	\$32.94	\$33.13	\$33.23	\$33.37
APPL	APPRENTICE LINEMAN	ELECTRIC OPER & MAINTENANCE	\$27.84	\$30.42	\$31.41	\$32.65	\$32.84	\$32.94	\$33.13	\$33.23	\$33.37
CUST	CUSTOMER SERVICE ELECTRIC	ELECTRIC OPER & MAINTENANCE	\$31.15	\$34.04	\$35.20	\$36.34	\$36.54	\$36.63	\$36.82	\$36.92	\$37.07
MMSO	MECHANICAL MAINTENCE A	ELECTRIC OPER & MAINTENANCE	\$31.15	\$34.04	\$35.20	\$36.34	\$36.54	\$36.63	\$36.82	\$36.92	\$37.07
LIN2	SECOND CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$31.16	\$34.04	\$35.21	\$36.34	\$36.53	\$36.63	\$36.82	\$36.92	\$37.06
LIN1	FIRST CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$35.97	\$39.99	\$41.19	\$42.43	\$42.62	\$42.72	\$42.91	\$43.01	\$43.15
HLIN	HEAD LINEMAN	ELECTRIC OPER & MAINTENANCE	\$39.19	\$42.91	\$44.22	\$45.63	\$45.82	\$45.92	\$46.11	\$46.21	\$46.35
ASUP	POWER PLANT ASST SUPERINTEND	ELECTRIC OPER & MAINTENANCE	\$39.19	\$42.91	\$44.22	\$45.63	\$45.82	\$45.92	\$46.11	\$46.21	\$46.35
DFOR	DISTRIBUTION FOREMAN	ELECTRIC OPER & MAINTENANCE	\$42.14	\$46.11	\$47.72	\$49.22	\$49.41	\$49.51	\$49.70	\$49.79	\$49.94
		July 1, 2018 2%									
<u>Grade</u>	<u>Job Class Description</u>	<u>Location Description</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>
SWOP	OILER	ELECTRIC OPER & MAINTENANCE	\$26.80	\$29.26	\$30.26	\$31.21	\$31.40	\$31.50	\$31.69	\$31.78	\$31.93
MMB	MECHANICAL MAINTENCE B	ELECTRIC OPER & MAINTENANCE	\$28.40	\$31.03	\$32.02	\$33.30	\$33.50	\$33.59	\$33.78	\$33.88	\$34.03
APPL	APPRENTICE LINEMAN	ELECTRIC OPER & MAINTENANCE	\$28.40	\$31.03	\$32.03	\$33.30	\$33.50	\$33.59	\$33.78	\$33.88	\$34.03
CUST	CUSTOMER SERVICE ELECTRIC	ELECTRIC OPER & MAINTENANCE	\$31.78	\$34.73	\$35.91	\$37.07	\$37.26	\$37.36	\$37.55	\$37.65	\$37.79
MMSO	MECHANICAL MAINTENCE A	ELECTRIC OPER & MAINTENANCE	\$31.78	\$34.73	\$35.91	\$37.07	\$37.26	\$37.36	\$37.55	\$37.65	\$37.79
LIN2	SECOND CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$31.78	\$34.72	\$35.91	\$37.07	\$37.26	\$37.36	\$37.55	\$37.65	\$37.79
LIN1	FIRST CLASS LINEMAN	ELECTRIC OPER & MAINTENANCE	\$36.69	\$40.79	\$42.01	\$43.28	\$43.47	\$43.57	\$43.76	\$43.86	\$44.00
HLIN	HEAD LINEMAN	ELECTRIC OPER & MAINTENANCE	\$39.97	\$43.77	\$45.11	\$46.54	\$46.73	\$46.83	\$47.02	\$47.12	\$47.26
ASUP	POWER PLANT ASST SUPERINTEND	ELECTRIC OPER & MAINTENANCE	\$39.97	\$43.77	\$45.11	\$46.54	\$46.73	\$46.83	\$47.02	\$47.12	\$47.26
DFOR	DISTRIBUTION FOREMAN	ELECTRIC OPER & MAINTENANCE	\$42.99	\$47.03	\$48.67	\$50.20	\$50.39	\$50.49	\$50.68	\$50.78	\$50.92

Appendix B – Authorization for Payroll Deduction of Union Dues

American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective (Date), I hereby request and authorize you to deduct from my

earnings each (Payroll Period) the amount of \$..... This amount shall be paid to the
treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.

UNION COPY

Date Signature
Street Home Tel. # (.....)
City State Zip
Dept/Div/Facility
Work Location
Job Title
Social Security #..... Job Code #.....
Unit #..... Employee Payroll #.....

F-100



American Federation of State, County & Municipal Employees, Council 93, AFL-CIO
8 Beacon Street, Boston, Massachusetts 02108 • Telephone 617 - 367-6000
AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

BY:
(Name of Employee - Please Print)

TO:
(Name of Employer - Please Print)

Effective (Date), I hereby request and authorize you to deduct from my

earnings each (Payroll Period) the amount of \$..... This amount shall be paid to the
treasurer of AFSCME Local Union No. and represents payment of my Union Dues.
I further authorize any change in the amount to be deducted which is certified by the
above-named employee organization as a uniform change in its Union Dues structure.

EMPLOYER'S COPY

Date Signature
Street Home Tel. # (.....)
City State Zip
Dept/Div/Facility
Work Location
Job Title
Social Security #..... Job Code #.....
Unit #..... Employee Payroll #.....

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Appendix C – Authorization for Payroll Deduction

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

To _____
NAME OF EMPLOYER DEPARTMENT

Effective _____ I hereby request and authorize you to deduct from my earnings
DATE


each _____ an amount sufficient to provide for the regular payment of the current rate of
PAYROLL PERIOD

monthly union dues established by AFSCME Local Union No. _____, Council No. _____. The amount shall be certified by Local Union No. _____, Council No. _____ and any change in such amount shall be so certified. The amount deducted shall be paid to the treasurer of Local Union No. _____, Council No. _____ AFSCME. This authorization shall remain in effect unless terminated by me during the two week period _____ to _____ of any year.

SOCIAL SECURITY NUMBER STREET ADDRESS

EMPLOYEE'S SIGNATURE CITY, STATE, ZIP CODE

Dues, contributions or gifts to AFSCME are not deductible as charitable contributions for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

FORM F46  21

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:

Last Name	First Name	Hours of Sick Time	Dollar Amount
LEVESQUE	DAVID	1416	\$13,517.14
SZYDLO	MICHAEL	945	\$10,529.19
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

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