

**Agreement Between**

**The Town of Ipswich**

**&**

**Teamsters Local #42**

**Ipswich Communication Officers/Police and Fire Signal Operators**

*For The Period  
July 1, 2019 - June 30, 2022*

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**Preface: Purpose of Agreement**

THIS AGREEMENT entered into by the TOWN OF IPSWICH, hereinafter referred to as the “Town”, and Teamsters Local Union #42, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the “Union”, has as its purpose the promotion of harmonious relations between the Town 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. Whenever the male pronoun is used the female pronoun is also intended.

## **Article One: Recognition**

1.1. The Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours and other conditions of employment for all full-time and regular part-time Communications Officers/Police and Fire Signal Operators [MA L.R.C. Cert.# MCR-02-4944] employed by the Town of Ipswich, excluding all other employees of the Town. “Regular part-time” as used in this section shall mean an average of four (4) hours work per week over a six-month period.

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

## **Article Two: Union Dues and Initiation Fees – Agency Fees**

2.1. Each employee who desires membership in the Union shall tender the initiation fee (if any) and monthly membership dues by signing an appropriate form for the check-off of dues and initiation fees (Appendix B) attached hereto. During the life of this Agreement and in accordance with the form 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 Secretary Treasurer of the Union along with a list of employees who have had said dues deducted. Such remittance shall be made by the last business day of the month.

2.2. Pursuant to General Laws, Chapter 150E, Section 12, bargaining unit members 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 (30<sup>th</sup>) day after the start of employment or on or after the thirtieth (30<sup>th</sup>) 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.

Employees not using payroll check-off for payment, of agency fees shall make payment in some other manner. The refusal of 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 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.

## **Article Three: Non-Discrimination**

3.1. There shall be no discrimination by agents of the Employer against any employee because of his activity or membership in the Union. The Employer further agrees that there will 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.

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

3.3. The Parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex, handicap, sexual preference, veteran status, national origin, religion or age and that such persons shall receive the full protection of this Agreement.

3.4. 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 the 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. 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. The Town also agrees to bargain with the Union over the impact of the job descriptions which are to be prepared in accordance with ADA guidelines.

#### **Article Four: 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 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 which 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 Five: Grievance and Arbitration Procedure**

5.1. Any grievance or dispute which 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 Steward, with or without the aggrieved employee, shall take up the grievance in a meeting with the Chief of Police within twenty-one (21) calendar days after the employee knew or had reason to know of the factual basis for the grievance. The Chief of Police shall respond in writing to the Steward within three (3) management working days.

Step 2. If the grievance still remains unadjusted, it shall be presented to the Town Manager within seven (7) calendar days after the response of the Police Chief is due. The Union shall meet with the Town Manager to discuss the grievance. The Town

Manager shall respond in writing within seven (7) management days from the meeting.

Step 3. If the grievance is still unsettled, either party may, within twenty- one (21) calendar days after the reply of the Town Manager is due, by written notice to the other, submit the grievance to arbitration, pursuant the Rules and Regulations of the American Arbitration Association.

5.2. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall make every reasonable effort to 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 Town and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

5.4. The arbitrator shall not have any authority or power to award or determine any change in, modification, alteration of, addition to, or deduction from, any of the provisions of this Agreement.

5.5. The time limits for initially presenting a grievance and requesting arbitration are mandatory; any waiver or extension thereof shall not be binding unless such a waiver or extension is in writing, signed by an authorized representative of the party who is granting such a waiver or extension and is to be bound thereby. Other time limits may be extended by agreement of the parties at each step. The Employer will make every reasonable attempt 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. Any matter which is subject to the jurisdiction of any Retirement Board established by law, except as otherwise provided in this Agreement, shall not be the subject of arbitration hereunder, except as otherwise provided in General Laws, Chapter 150E, Section 8 in which event arbitration, if so elected by an employee, shall be the exclusive procedure for resolving any grievance involving suspension, dismissal, removal or termination, notwithstanding any contrary provisions of General Laws, Chapter 32, Section 16. In such matters, an employee shall make his election after whatever steps pursuant to Retirement Board law the employee obtains the right to appeal the Town's decision to the Retirement Board. If an employee elects arbitration, any action previously taken by the Town pursuant to Chapter 31 or Chapter 32 will be considered the equivalent of a Step 3 determination; and his election in writing will constitute the grievance hereunder.

5.7. During the six-month probationary period, employees shall have no right to initiate a grievance against a disciplinary action or a dismissal.

#### **Article Six: No Strike No Lockout**

6.1. No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction, or ratify any such strike, work stoppage, slowdown, or withholding of services.

6.2. Should any employee or group of Employees covered by this Agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the Town, the Union shall take all reasonable means to

induce the Employee or group of Employees to terminate the strike, work stoppage, slowdown, or withholding of services and return to work forthwith.

6.3. In consideration of the performance by the Union of its obligations under Section 1 and Section 2 of this Article, there shall be no liability on the part of the Union nor its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

6.4. The Town agrees not to lock out employees during the term of this Agreement.

### **Article Seven: Hours & Overtime**

7.1. For full-time employees, the work schedule for the department shall be the “Four and Two” schedule, i.e., eight and one-quarter (8.25) hour workdays scheduled in six (6) day cycles of four (4) days of work and two (2) days off.

7.2. The Chief of Police or his designee will attempt to provide at least five (5) working days’ notice to the Union and effected employee(s) should a change in shift assignment be necessary. Nothing herein will prevent the Chief of Police or employee(s) from arranging for mutually agreed to “flex-time”.

7.3. The impact shift employee may be assigned by the Chief of Police or his designee to fill shifts caused by leave of another employee only when another full-time employee takes, at minimum, a full rotation of work as leave. A full rotation consists of four (4) consecutive work days.

7.4. Time and one-half the employee’s straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in a week. If as a result of a shift change, an employee works seven (7) consecutive days (which occurs very rarely) the employee shall be compensated double time for the seventh (7<sup>th</sup>) day worked.

7.5. Payment for overtime shall be included in the regular weekly paycheck for the week on which the overtime was worked. There shall be no pyramiding of overtime.

7.6. Overtime shall be offered on a rotational basis, based on seniority, to ensure an equitable distribution amongst employees. One (1) regular part-time dispatcher will be included in the overtime rotational list. The one (1) regular part-time position on the rotational list shall alternate between the part-time dispatchers. Subject to the limitations stated herein, a refusal to work offered overtime shall count as a turn in a rotation; a refusal to work offered overtime shall not count as a turn in a rotation if the opportunity to work were to coincide with time an employee is working in a holdover status or would commence immediately upon the employee’s completion of having worked two shifts “back-to-back” in succession or would require the employee to work a triple shift in a short turnaround situation. A readily accessible record of overtime distribution shall be maintained and shall be made available for inspection by the Steward. If over a reasonable period of time an employee available to work overtime has not received his fair share of overtime as set forth above, the omission shall be remedied by giving such employee preference for overtime work. If an employee is on his short work day, he shall not be charged with refusal and shall remain in rotation for the next work opportunity. If no full-time employee is available for work, it shall be offered to part-time employees in the same manner as above.

7.7. An employee held over following his normal tour of duty, or called back (with a four-hour minimum), shall be paid at his overtime rate, subject to the limitations set forth in Section 7 of this Article. Part time employees shall be paid time and a half if held over following a normal eight (8) hour tour of duty.

7.8. Employees required in their line of duty to attend civil and criminal court sessions in any state, federal or municipal court, outside their regular work hours, shall be guaranteed a minimum of four (4) hours pay at the overtime rate.

7.9. Training shall be scheduled for personnel during their on- or off-duty shifts at the discretion of the Chief of Police. In the event of mandatory training during off-duty hours, the employee shall be paid at the overtime rate for said hours actually worked in training. All such training shall be approved in advance and scheduled by the Chief of Police. There shall be no minimum guarantee of hours for attendance at training; however, all fees associated with mandatory training and re-certification shall be borne by the Town.

7.10. An employee who is in the course of undertaking mandatory training at any designated academy as a condition of employment, shall, for the duration of that training, receive his basic weekly pay.

7.11. Working Out of Classification: The Police Chief/Director of Public Safety may assign the senior available full-time Communication Officer to serve as the Acting Chief of Communications when the Chief of Communications is or will be absent for a period of four consecutive days. The Acting Chief of Communications shall receive a stipend of \$40 per calendar week for such service.

7.12. All vacancies in the department will be posted within fourteen (14) days. The Town will post/advertise the vacancy within the organization and outside, concurrently, with preference given to qualified current employees.

7.13. Beginning on July 1, 2019, the Chief of Communications will be paid a stipend of \$75 per week for administrative work.

7.14. When an employee is using eight (8) hours of time off (vacation, sick, comp, etc.) the employee cover the shift shall be paid for the equal amount of time (eight (8) hours)

**Article Eight: Holidays**

8.1. The following days shall be considered paid holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Patriot's Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas
Employee's Birthday	

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.

8.2. All employees shall receive a day's straight time pay (in addition to wages for hours actually worked) for each of the above twelve (12) holidays whether or not they are scheduled to work on such days.

All full time employees shall receive eight (8) hours' straight time pay (in addition to wages for hours actually worked) for six (6) holidays: The Day after Thanksgiving, Veteran's Day, Martin Luther King Day, Christmas

Eve, Patriot's Day, and the employee's birthday whether or not they are scheduled to work on such days.

An employee regularly scheduled to work on Thanksgiving Day, Christmas, New Year's Day, Memorial Day, Independence Day and Labor Day shall receive time and one half of the employee's regular rate.

8.3. If a holiday falls within an employee's vacation period which consists of four (4) or more work days in the seven (7) day week, the holiday will not be counted as a vacation day.

8.4. Part-time employees shall receive time and one-half the straight time hourly rate for all hours worked on a holiday.

**Article Nine: Vacations**

9.1. There shall be paid vacations according to the schedule listed below in this Section. For the purposes of this Article, service shall be calculated from the employee's date of hire to a full-time position in the bargaining unit; service shall be calculated from the first day of the month of the employee's date of hire to a full-time position in the bargaining unit. A part-time bargaining unit employee appointed to full-time status shall be entitled to vacation leave credits for one-half of his years' service in a part-time capacity, not to exceed vacation leave credits based on (5) five years' service.

Vacation Leave Credits:

<b>Years of Full-Time Service</b>	<b>Number of Vacation Hours</b>
First year of service	80 hours
Completion of five (5) years	180 hours
Completion of ten (10) years	240 hours
Completion of twenty (20) years	300 hours

The parties agree that any disability retiree who returns to service pursuant to c. 32, s. 8 shall not receive service credit for those years he was out on disability retirement for purposes of calculating the contractual vacation benefit. Such an employee shall receive whatever service credit he had before going out on a disability retirement.

9.2. Vacations shall be selected on the basis of seniority before January 01 of each year. Each employee shall have five (5) work days in which to select the first eighty (80) hours of vacation. When each employee has selected eighty (80) hours, employees shall repeat the process to select the next eighty (80) hours of vacation to which they are entitled. No more than one employee shall be on vacation at the same time.

9.3. For employees hired prior to July 1, 2019 vacation leave shall not be allowed to be accumulated from year to year, except with written approval of the Town Manager. In no case shall more than eighty (80) hours be carried forward. Employee may be required to provide written justification for carry over. Requests to carry over vacation leave must be submitted to the Town Manager at least two (2) weeks prior to anniversary date.

For employees hired after July 1, 2019 a maximum of forty (40) hours vacation leave shall be allowed to be carried forward. In no case shall more than forty (40) hours vacation leave be carried forward. Employee may be required to provide written justification for carry over. Requests to carry over vacation leave must be submitted to the Town Manager at least two (2) weeks prior to anniversary date.

9.4. Upon termination of employment the employee shall receive payment (pro-rated) of vacation leave earned.

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

9.6. Vacations shall not be taken in units of less than four (4) hours.

#### **Article Ten: Seniority**

10.1. Seniority for employees governed by this agreement shall be defined as the period of employment with the Town in the work covered by this Agreement. It shall be deemed to include any seniority presently held by an employee prior to this Agreement. Full-time employees have seniority over part-time employees. Prior Town service which is immediately prior to the employee's service in the bargaining unit shall be included for non-competitive purposes of accrual of benefits.

10.2. Employees shall serve an eight (8) month probationary period during which time they may be dismissed without protest by the Local Union. After their probationary period they shall be placed on the seniority list in accordance with their date of hire. Part-time employees attaining full-time status shall be placed on the seniority list in accordance with their full-time seniority date.

10.3. Full-time employees, in order of their seniority, shall have preference:

- (a) In selection of shifts and vacancies from the working schedule. Each October 1<sup>st</sup> the Chief of Communications/Chief Signal Operator shall post on the station board a tour of duty list, which shall remain posted until November 1<sup>st</sup>. Shift selection shall be made by seniority, by rank. Beginning September 1<sup>st</sup>, the senior employee by rank shall have two (2) on-duty days to select his preferred shift; thereafter, every two days the on-duty officer shall notify the next senior employee by rank, until all employees have selected their desired shift assignment. An employee bidding to change his shift may bid to change the actual hours worked but shall not be permitted to bid a change of shift within the same time frame. If an employee does not select his shift within the time allowed, he shall be passed by the next succeeding employee by rank on the seniority list, following which he shall re-enter the list for shift selection. The Chief of Police reserves the right reasonably to reassign personnel for the good of the department and for the protection of the citizens of the Town.
- (b) In layoffs and recall. Recall shall be by certified mail, return receipt requested. The employee must respond within seventy-two (72) hours from receipt of notice. All layoff and recall notices shall be copied to the Union.
- (c) In selection of all contractual days off.
- (d) The Chief of Communications/Chief Signal Operator shall be appointed by the Town; all other aspects of seniority shall apply.

10.4. The Town will submit an up to date seniority list to the Union and post the same on January 1<sup>st</sup> of each year. If the Union objects to the placement of anyone on the list, it shall notify the Town within ten days (10) of the date the list is sent by the Town.

#### **Article Eleven: Personal Leave**

11.1. An employee shall be granted time off from 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 (1) year of continuous full-time

service. Personal leave shall not exceed three (3) days in the time period from an employee's anniversary date of hire to full-time service to the next succeeding anniversary date of said hire.

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

11.3. The granting of personal leave shall be at the discretion of the Police Chief. The reason(s) for personal leave request shall be clearly stated in writing. Except in the case of an emergency, a request for personal leave requires seventy-two (72) hours' advance notice to the Police Chief.

## **Article Twelve: Sick Leave**

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

- (a) Medical appointments in blocks of four (4) or eight (8) hours respective to 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) Sick 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.
- (f) To attend to the medical needs of a spouse, dependent or member of the household.

12.2. To be eligible for paid sick/medical leave, the employee must properly notify the Department that he will not report to work prior to his start time and provide the reason for the absence. Notice should be given as soon as possible to allow time to make necessary adjustments in the schedule.

12.3.

- (a) Approved sick/medical leave shall be earned at the rate of ten (10) hours per month commencing at the completion of the first full month of employment. Regular part time employees shall accumulate sick/medical time two hours per month at the completion of the first full month of employment. Sick/medical leave may accumulate to a maximum of one thousand four hundred and sixteen (1416) hours.
- (b) An employee who is employed by the Town for the entirety of the most recent calendar quarter, as established by the Chief of Police, and who uses no sick/medical leave shall be entitled to receive a \$75 productivity payment. An additional such payment shall be made for an employee who earns four (4) such payments consecutively. Employees who are out on workers compensation leave shall not receive a productivity payment during that period.

12.4.

(a) Medical leave is not an entitlement but is to be used in conformance with agreed upon guidelines. The Town and 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 thirty-two (32) hours or more.

(c) In the event an employee uses in excess of eighty (80) hours' medical leave in a calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>), the Department Director or the Town Manager may, at either's discretion, require documentation of reported sickness which included use of medical leave of less than thirty-two (32) hours.

12.5. On death or retirement, within in the purview of Chapter 32 of the General Laws of the Commonwealth of Massachusetts, with 15 years or more of service in Ipswich, an employee will be paid \$50 for each attendance bonus day he/she has to his/her credit, up to a maximum of 100 days. The number of attendance bonus days shall be the result of accumulated and unused sick/medical days minus the number of days paid for under Workers Compensation leave. Payment shall be made after a reasonable time for purposes of appropriation.

### **Article Thirteen: Bereavement Leave**

13.1. In the event of death of an employee's mother, father, spouse or child, he/she shall be granted leave with pay in the amount of five (5) working days from death through funeral and such leave shall not be charged to sick leave or vacation leave.

13.2. In the event of death of an employee's grandparent, grandchild, brother, sister, fatherinlaw or motherinlaw, or a relative living in the employee's household, he/she shall be granted leave with pay in the amount of three (3) working days from death through funeral; and such leave shall not be charged to sick leave or vacation leave. One (1) day with pay shall be granted to an employee to attend the funeral of a brother-in-law or sister-in-law.

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

13.4. 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 from death through funeral and such leave shall not be charged to sick or vacation leave.

### **Article Fourteen: Clothing & Equipment Allowance**

14.1 The Chief of Police shall establish a uniform policy for employees and shall reimburse employees for their out-of-pocket uniform costs. Full-time employees shall be given a maximum clothing allowance of \$600 per year and part-time employees shall be given a maximum clothing allowance of \$300 per year. There shall be no cash payout for unused balances at the end of the fiscal year.

14.2. The Town will notify all Communications Officers/Police and Fire Signal Operators by means of a posted notice in the Police Department of any uniform changes three (3) months in advance of such change.

### **Article Fifteen: Salary / Longevity**

15.1. The salary schedule for full-time employees under this Agreement shall be set forth in the Appendix A to this Agreement.

15.2. Part-time employee under this Agreement shall be paid \$23.00 per hour.

15.3. Full-time employees will move up annually to the next step on the anniversary date of this agreement and

on the anniversary date of hire for all employees hired after the date of this agreement.

**15.4. Chief of Communication Differential:** The Chief of Communications shall be paid a seventeen percent (17%) base pay differential from the highest paid employee on the scale.

**15.5.** 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 as a Communications Officer/Police and Fire Signal Operators. For the purpose of computation, an employee's service shall be measured from his date of hire as a full-time Communications Officer. Payments shall be made annually in July. To qualify for this additional stipend for any fiscal year, an employee shall have achieved his requisite duration of service by July 1 of that year. Subject to the foregoing provisions of this sub-section, payments shall be made in accordance with the following schedule, effective July 1, 2011

Effective July 01, 2011	
<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 hiring rate (step one) shall be in effect no longer than six (6) months. Any employee not moved to step two (2) prior to six (6) months shall automatically move to step two (2) at the end of the six (6) months period and movement from step two (2) to step three (3) to step four (4) shall be made to happen no more than twelve (12) months after movement to prior step. Nothing in this Agreement shall prevent the Town Manager in his/her discretion, upon recommendation of a Department Head, from giving step increases sooner than required by the Pay Plan for steps one (1) through (4).

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).

**15.6. Academic Credits & Special Qualifications:** It is the purpose of the Town as a matter of public policy to attempt to recruit better educated and qualified personnel with degrees in the fields of Fire Sciences, Criminal Justice, Emergency Management and Communications. In line with the forgoing policy, there is thereby established an educational pay program offering increases to Town of Ipswich Communication Officers/Police and Fire Signal Operators, as an incentive for their education, as follows:

- Associate Degree \$400
- Bachelor Degree \$600
- Graduate Degree \$800

The stipend is only applicable for a completed degree, awarded from an accredited college or university. No portion of the stipend may be pro-rated for partial completion of the degree. Proof of the degree, in the form of a diploma, must be presented to the Human Resources department for inclusion in the employee's personnel file.

Employees taking courses towards a graduate's degree should seek prior approval of the Chief of Police to ensure stipend compliance.\_

15.7. Payment for Miscellaneous Disbursements and Stipends: With the exception of vacation benefits as prescribed in Article 9, Section 4, miscellaneous disbursements and stipends which are paid on a lump sum basis shall not be paid prior to their normal due date (by pro ration or otherwise) on the occasion of separation from employment or retirement.

15.8. Bi-weekly Pay: The Town shall have the right to implement bi-weekly payment of wages when all other Town-side unions so agree.

#### **Article Sixteen: Union Business**

16.1. A written list of Stewards shall be furnished to the Town and the Union shall notify the Town of any changes.

16.2. Subject to the availability of a replacement, the Chief of Communications/Chief Signal Operator or his designee shall be permitted leave without loss of pay to attend a Labor Convention or APCO/NENA or EMD/Navigator conferences for up to three (3) days per year. The Town agrees to pay fees in an amount not to exceed \$750.00. If a member of the negotiating team is assigned to a shift and is required to meet with Town representatives for negotiations during the work period, he/she shall not lose pay.

#### **Article Seventeen: Employee Files**

17.1. No material originating from the employer relating to an employee's conduct, service, character, or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

17.2. The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

17.3. Any employee shall have the right, on request at reasonable times, at the discretion of the Town Manager, to examine all material in his personnel file. A copy of such material shall be furnished to the employee at his request.

17.4. An employee may have information removed from his file by use of the grievance procedure provisions provided the grievance is filed within ten (10) calendar days of the introduction of material pursuant to Section 1 on the grounds that information in his file is improper, incorrect or irrelevant to the employment relationship.

#### **Article Eighteen: Health & Safety**

18.1. Any actions with respect to health insurance shall be made in accordance with the provisions of Massachusetts General Laws, Chapter 32B. Any dispute concerning eligibility for payment of benefits under any group health insurance plan maintained by the Town shall be settled in accordance with the terms thereof with the carrier and shall not be subject to arbitration hereunder.

18.2. 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. Effective January 1, 2011, the Town will implement the MIA HMO Blue Option v.3 plan and the PPO Option v.3 plan for all bargaining unit employees. The Town will implement a Health Savings Account program to cover the cost of co-payments for all in-patient hospital admissions.

18.3. There shall be a \$1,500.00 payment made to an employee (or his designated beneficiary or his estate in the case of death) who retires on superannuation from the Department pursuant to the provisions of Massachusetts General Laws, Chapter 32 or who dies while employed by the Department.

18.4. Employee Assistance Plan:

- (a) The Town and the Union recognize that the employees are the greatest asset to and key to the success of the Town. The Town and the Union 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 (3) 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 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 by the EAP Coordinator or the outside agency. No information shall be given to the Employer.
- (d) In the event the Chief of Police or second in command determines that an employee's performance might be improved through counseling with the EAP, he may recommend consultation with the EAP Coordinator. In such circumstances the EAP Coordinator shall not share any information, arising from the referral, with the Chief of Police or second in command. Referral to the EAP will not prevent the Town from taking disciplinary action in accordance with the provisions of this Agreement.
- (e) In the event previous efforts to encourage an employee to improve his work performance have been unsuccessful, the Chief of Police or second in command 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 should be considered a last resort prior to termination; however, such referral shall not be a bar to termination or other disciplinary action under appropriate circumstances in accordance with the provisions of this Agreement. In such circumstances, the EAP Coordinator shall share with the Chief of Police or second in command 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.

18.5. The Town shall provide a voluntary inoculation program for Hepatitis-B for all employees, and shall utilize the services of the Town's group health insurance carrier for this program. In the event an employee does not participate in the Town's group health program and is unable to secure inoculation for Hepatitis-B under the same terms and conditions as under the Town's health insurance plan(s), then the Town will agree to pay for such inoculation (or for the difference in costs for such inoculation in the event there is a difference in deductibles between the Town's plan and the other plan of which the employee is a member.)

### **Article Nineteen: Workers Compensation; Light Duty**

19.1. An employee who suffers an alleged work-related illness or injury shall notify, in writing including a complete report of the injury or illness including description of the injury or illness and shall identify all persons who were involved and/ or witness the occurrence, his/her supervisor of the illness or injury no later twenty-four (24) hours from when the illness or injury occurred. Failure to report an illness or injury, in writing, within twenty-four (24) hours, may be considered as evidence that a later reported injury actually took place off duty.

19.2. 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.

19.3. 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 that might jeopardize or 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.

19.4. 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. No such leave shall be granted for any period after such employee has been retired or pensioned in accordance with law. During the first twenty-four 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.

19.5. An employee on worker's compensation leave status shall continue to accrue seniority and he/she shall receive full pay, including longevity pay and other benefits of this Agreement. Provided, however, that after thirty (30) days on Worker's Compensation leave the employee will no longer accrue or be eligible for any additional vacation, sick or other paid leave. On return to work, or retirement under the state retirement law, the employee shall be entitled to the vacation and other accrued benefits he/she had at the time the accruals ceased.

19.6. 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).

The terms of this Section 5 shall apply for a maximum of twelve calendar months from the date of compensable injury.

19.7. 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.

19.8. 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.

19.9. Employment rights for employee on Workers' Compensation shall be in accordance with G.L. C. 152, s. 75A.

19.10. Employment rights for employees who receive lump sum payments shall be in accordance with G.L. C. 152, s. 48.

19.11. An employee on worker's compensation leave status shall continue to accrue seniority and he/she shall receive full pay, including longevity pay and other benefits of this Agreement. Provided, however, that after thirty (30) days on Worker's Compensation leave the employee will no longer accrue or be eligible for any additional vacation, sick or other paid leave. On return to work, or retirement under the state retirement law, the employee shall be entitled to the vacation and other accrued benefits he/she had at the time the accruals ceased.

## **Article Twenty: Indemnification**

20.1. The Town shall defend all civil actions brought against an employee, subject to the additional provisions of this Article. The Town shall indemnify employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed \$1,000,000 arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee at the time of such intentional tort or such act or omission was acting within the scope of his official duties. No such employee shall be defended or indemnified if he acted in a grossly negligent, willful, or malicious manner.

20.2. In the event that any employee is charged with committing a criminal offense in the course of his work performance and while on duty, the Town may, in its sole discretion, provide legal counsel to and defend such employee in the District and Superior Courts, at its expense. If the Town elects not to provide legal counsel to and defend such employee, and such employee is subsequently found not guilty of such accusations in a court or by an authorized clerk of such court, the Town will reimburse such employee for reasonable attorneys' fees and witness fees, if any, incurred by such employee in defending himself against such charges. Such payment will be made after review by the Town Counsel of the Town. Prevailing area legal rates shall apply.

20.3. The preceding sections will not apply to any legal actions where a complainant or an adverse party is an employee of the Ipswich Police Department. In the event of such an action, the Town shall exercise sole and

exclusive discretion concerning whether or not to defend and/or indemnify such employee. This section shall not be subject to the grievance procedure of this Agreement. All employees retain all rights under Massachusetts General Laws, Chapter 258A, as amended.

### **Article Twenty-One: Other Leaves**

21.1. Unpaid Leave: Employees will be eligible for unpaid leave only after all of their paid leave available under this 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 Chief of Police.

21.2. 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.

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

22.1. The Town and the Union agree to memorialize job descriptions in writing for existing positions, based upon presently assigned duties, to be approved by both the Town and the Union Representatives. The Town and the Union agree to develop a mutually agreeable instrument for performance evaluations of employees concurrently with the job description process.

22.3. 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.

#### 22.4. Drug and Alcohol Testing:

Random testing of employees shall be permitted on an annual basis. The Town and Union shall establish a mutually agreed upon policy regarding drug and alcohol testing. The committee shall meet no later than March 31, 2019 and conclude their work by April 30, 2019.

When there is both reason to suspect drug or alcohol use and evidence that this suspected use is affecting job performance the union accepts the Town’s right to immediate testing based upon reasonable suspicion.

22.5. The Town shall have the right to install security cameras at all locations. The Town and the Union will establish a mutually agreed to policy regarding the use of security cameras.

#### 22.6 Performance Evaluations

22.6.1. There shall be established a Performance Evaluation System for all employees covered by this Agreement. The evaluation period shall be from July 1 to June 30. Upon completion of all evaluations, they

shall be forwarded to the Human Resource's Office for review and then filed in the official personnel file.

22.6.2. The standard evaluation tool must meet the following criteria:

22.6.2.1. All employee evaluations shall be in writing and shall be included in the employee's official personnel file.

22.6.2.2. Evaluations shall be completed by the employee's immediate supervisor and be approved by the Department Director (which in some instances may be the same individual).

22.6.2.3. Formal evaluations shall be completed at least once per year for each employee, but no more than twice a year except for cause.

22.6.2.4. Prior to each evaluation period, the supervisor shall meet with the employee and shall inform the employee of the general performance dimensions and procedures to be utilized in evaluating the employee's performance.

22.6.2.5. The performance evaluations shall be as objective and job-related as is practical.

22.6.2.6. At least once during the evaluation period, at or near its mid-point, the employee's supervisor shall meet with the employee to review the employee's progress.

22.6.2.7. At or near the end of the evaluation period, the supervisors shall meet with the employee and inform the employee of the results of the evaluation. The employee shall sign the evaluation and indicate whether she/he agrees or disagrees with the content hereof.

22.6.2.8. Following the employee's review and signature, the form shall be submitted to the Department Director for final determination of ratings. The employee shall be given a copy of the completed form and shall have the right to file a written rebuttal which shall be affixed to the form.

22.6.2.9. There shall be established a labor/management committee consisting of not more than two (2) representatives of each party which shall meet at a reasonable time to discuss any problems or issues surrounding the implementation of the Performance Evaluation System.

22.6.3. Performance Evaluations can be used for purposes of promotion.

### **Article Twenty-Three: Savings Clause**

23.1. Should any provisions of this Agreement be found to be in violation of any Federal or State law or civil service rule, not superseded pursuant to General Laws Chapter 150E, Section 7, by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and any benefit, privilege or working conditions existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect. The terms of this contract shall take precedence over any conflicting rule or regulations or by-law of the Town.

### **Article Twenty-Four: Stability of Agreement**

24.1. No amendment, alteration or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties.

24.2. The failure of the Town or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or provision and the obligations of the Union and the Town to such future performance shall continue in full force and effect.

#### **Article Twenty-Five: Duration**

25.1. This Agreement shall take effect and shall remain in full force and effect from the date of execution of this Agreement, set forth below on the signature page, until midnight June 30, 2022, and shall then remain in force and effect until replaced by an operable successor Agreement.

25.2. In accordance with applicable laws the Town Manager and the Board of Selectmen shall submit an appropriation request to the Town Meeting necessary to fund the cost items contained in this Agreement. In the event that the Town Meeting of the Town fails or refuses to make any appropriation necessary to fund the cost items in this Agreement, such cost items shall be subject to further collective bargaining by the Town and the Union.

25.3. Should the Union desire to negotiate a new collective bargaining agreement to succeed this Agreement upon its expiration, it will notify the Town by written notice to the Town Manager on or after February 15, 2021. Upon receipt of such notice, the parties shall make arrangements to commence negotiations.

**Signature Page**

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS \_\_\_\_ Day of April, 2019 by the TOWN OF IPSWICH and TEAMSTERS LOCAL UNION #42, affiliated with the International Brotherhood of Teamsters.

TOWN OF IPSWICH

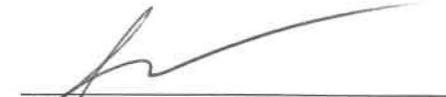
Ipswich Communications Officers/Police and Fire Signal Operators -TEAMSTERS LOCAL UNION #42, affiliated with the International Brotherhood of Teamsters

BY:   
Anthony Marino  
Town Manager

BY:   
Paul Polonsky  
Negotiating Committee

BY:   
Mary Gällivan  
Human Resource Director

  
David Irvine  
Negotiating Committee

  
Joseph Benevento  
President & Business Agent

Appendix A: Wages and Shift Differential

Effective July 1, 2019 (FY 2020) .....1% general wage increase  
 Effective January 1, 2020 (FY 2020) ..... 1% general wage increase  
 Effective July 1, 2020 (FY 2021) ..... 2% general wage increase  
 Effective July 1, 2021 (FY 2022)..... 2.5% general wage increase

Paul Polonsky and David Irvine will be grandfathered into this contract at their current rate and will not have their rate decreased to compensate for the wage error in the previous contract.

FY2020 - 52.2857 weeks = 52 weeks and 2 days of 7 day week  
 Effective July 1, 2019 - 1% wage increase

	5	10	15	20	30
	years	years	years	years	years
	\$400	\$600	\$1,000	\$1,200	\$1,500

Grade	Job Class Description	Location Description	1	2	3	4	5	6	7	8	9
19	Dispatcher	Public Safety	\$23.86	\$24.79	\$25.64	\$26.43	\$26.62	\$26.72	\$26.91	\$27.01	\$27.15

FY2020 - 52.2857 weeks = 52 weeks and 2 days of 7 day week  
 Effective January 1, 2020- 1% wage increase

	5	10	15	20	30
	years	years	years	years	years
	\$400	\$600	\$1,000	\$1,200	\$1,500

Grade	Job Class Description	Location Description	1	2	3	4	5	6	7	8	9
19	Dispatcher	Public Safety	\$24.09	\$25.03	\$25.90	\$26.70	\$26.89	\$26.98	\$27.17	\$27.27	\$27.41

FY2021 - 52.1429 weeks = 52 weeks and 1 day of 7 day week  
 Effective July 1, 2020- 2% wage increase

	5	10	15	20	30
	years	years	years	years	years
	\$400	\$600	\$1,000	\$1,200	\$1,500

Grade	Job Class Description	Location Description	1	2	3	4	5	6	7	8	9
19	Dispatcher	Public Safety	\$24.58	\$25.53	\$26.42	\$27.23	\$27.42	\$27.52	\$27.71	\$27.81	\$27.95

FY2022 - 52.1429 weeks = 52 weeks and 1 day of 7 day week  
 Effective July 1, 2021- 2.5% wage increase

	5	10	15	20	30
	years	years	years	years	years
	\$400	\$600	\$1,000	\$1,200	\$1,500

Grade	Job Class Description	Location Description	1	2	3	4	5	6	7	8	9
19	Dispatcher	Public Safety	\$25.19	\$26.17	\$27.08	\$27.91	\$28.10	\$28.20	\$28.39	\$28.49	\$28.63

**Shift Differential \*for all hours actually worked:**

Evening Shift	(1600-2400)	July 1, 2019 \$1.50/hour* July 1, 2020 \$1.60/hour* July 1, 2021 \$1.70/hour*
Midnight Shift	(0000-0800)	July 1, 2019 \$1.60/hour* July 1, 2020 \$1.70/hour* July 1, 2021 \$1.80/hour*

Appendix B

The following employees shall be granted the following dollar amounts for sick leave buy back at resignation, retirement or death. The amounts are based on calculations of hours accumulated as of December 31, 2018:

<u>Last Name</u>	<u>First Name</u>	<u>Hours of Sick Time</u>	<u>Dollar Amount</u>
POLONSKY	PAUL	1396	\$13,594.25
IRVINE	DAVID	1416	\$11,783.95