

Agreement Between

Town of Ipswich

&

**American Federation of State, County and Municipal Employees,
AFL-CIO, State Council #93 – Local #2905**

**Ipswich Municipal Library Employees
Collective Bargaining Agreement**

Effective July 01, 2019 – June 30, 2022

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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.

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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 full-time and regular part-time employees in the Ipswich Public Library, excluding the Library Director, Assistant Library Director and Custodian, who are regularly scheduled to work more than twenty (20) hours per week.

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

Article Two: Union Dues & Initiation Fees – Agency Fees

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

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

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

C. 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.

D. The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision

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promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance. This deduction is authorized by MGL Ch 180 Section 17J.

Article Three: Management Rights

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

Without limiting the generality of the foregoing, among those management rights vested exclusively in the Town are the following: the right to plan, direct and control the Town's business, operations and working force; the right to promulgate and enforce all reasonable rules relating to operations, safety and working conditions; the right to hire, promote, assign, transfer and lay off employees; the right lawfully and for just and proper cause to demote, discipline, suspend or discharge employees; and the right to determine the hours, schedules and assignments of work, the work tasks and standards of employee performance.

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

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

Article Four: Discrimination & Coercion

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

4.2. The Union agrees that neither its officers, members, nor persons employed by the Union, shall discriminate against or coerce any employee for his/her 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, color, sex, sexual preference, handicap or age and that such persons shall receive the full protection of this Agreement.

4.4. 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 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. 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

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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 the ADA.

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 with the Library Director within six (6) working days after he/she knew or had reason to know of the factual basis of the grievance. If the grievance has not been settled, it shall be presented in writing to the Library director. The Library director or his/her designee shall hear the grievance within five (5) management working days of receipt of the grievance and shall respond to the steward in writing within five (5) management working days after the close of hearing.

Step 2. If the grievance still remains unadjusted, it should be presented to the Town Manager in writing within five (5) 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 3. 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/her 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 detraction 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

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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.

6.2. Seniority may be considered by the Town in cases of promotion or transfer.

6.3. Layoffs and Recall: In the event of a reduction in the work force or the elimination of positions, the Town will consider length of service and employee qualifications in determining whether employees are able to bump into another position. Employees who are unable to bump the least senior employee in the bargaining unit shall be laid off.

6.4. Choice of vacations for unit employees shall be subject to approval by the Library Director.

Article Seven: Job Posting & Bidding

7.1. The Town agrees that it shall post all vacancies for a period of seven days. In the filling of vacancies, the Town agrees to give preference to qualified employees prior to hiring from outside the bargaining unit. Qualifications shall be based on the determination of the Library Director whose decision shall not be arbitrary, capricious and unreasonable.

7.3. Probationary Period: 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/her original classification for failure to perform work to the required standard.

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If the employee finds the work standards, requirements or conditions of his/her 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/her 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/her own request, returns to his/her 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/she returned to work at his/her original position (or his/her "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 hours of work for employees in the bargaining unit shall be determined by the Library Director. In the event the Town decides to change schedules, it agrees to give the Union four weeks' notice and an opportunity to discuss the change prior to implementation.

8.2. Effective July 1, 2016, all new hires may be required to work weekend hours as part of their regular schedule, not subject to overtime. For employees hired before July 1, 2016, working on Sundays shall be voluntary.

8.3 Upon mutual agreement of an employee and the Library Director, the employee will be granted compensatory time and one-half off in lieu of a cash overtime payment for overtime hours actually worked. Compensatory time may be accumulated, to a maximum of three (3) days, but must be taken within six (6) months from the date which it was earned, and at times that do not interfere with the operation and needs of the department. Compensatory time may be used in increments of no less than one-half (1/2) hour.

For compensatory time not taken by June 1 of each year, the employee shall receive the accumulated overtime pay to which he/she is entitled. **Article Nine: Overtime**

9.1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 1/2) times his/her regular rate of pay for hours worked in excess of thirty-seven and one-half (37.5) hours in one week.

9.2. Employees who are covered by this contract but are regularly scheduled to work less the thirty-seven and one-half (37.5) hours may be required to work more than their regularly scheduled hours. These employees shall be paid on a straight time basis for all hours worked, except they will be compensated at the rate of one and one-half (1.5) hours for each hour worked in excess of thirty-seven and one-half (37.5) hours in a work week.

9.3. 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/her turn. In case of extreme emergencies when it is

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necessary to call in personnel from areas other than the area that 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.

9.4. Employees who are required to attend staff meetings outside the framework of the work day shall be given compensation time.

9.5. Use of Substitutes – language forth coming

9.6. The Employer shall keep records of overtime worked. 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 keeping of the records involved.

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

9.8. Notwithstanding any apparent inconsistency between language in this agreement, there shall be neither duplication nor pyramiding of overtime premium payments.

Article Ten: Holidays

10.1. 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	Day before or Day After Christmas
Independence Day	Christmas Day
Labor Day	

The thirteen (13) 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. Any amendments made to the holiday schedule by the Town Manager, will be completed prior to March of the applicable holiday year.

10.2. The Library will close at 5:00 PM on New Year's Eve and 5:00 PM the day before Thanksgiving. On the day of the Town Employee Recognition Dinner the Library will close at 4:00 PM. Employees are not required to make up this lost time.

10.3. Employees will receive holiday pay at the rate equal to the number of hours they are scheduled to work on the holiday.

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10.4. If an employee is not scheduled to work on the holiday, such employee will receive holiday time in an amount equal to one-fifth (1/5) of the employee's regularly scheduled workweek, rounded to the nearest half hour. Such time must be used within the pay period in which the holiday falls. Time off taken pursuant to the provisions of this section is subject to approval by the Library Director.

10.5. If the holiday is celebrated on a day other than the actual holiday, employees scheduled to work that day will receive pay. Employees not scheduled to work that day will receive holiday time as set forth in Section 4.

10.6. Employees hired before July 1, 2016, who work a Sunday shall receive a ten dollar (\$10) shift differential per hour worked.

10.7. The Library will be closed on Sundays prior to a legal holiday celebrated on a Monday or following a legal holiday celebrated on a Saturday.

Article Eleven: Vacations

11.1. For the purposes of vacation leave the term full-time shall mean any employee regularly scheduled thirty-seven and a half (37.5) hours per week. Full-time employees shall earn vacation as outlined below. Employees who are regularly scheduled less than thirty-seven and a half (37.5) hours but more than twenty (20) hours per week shall earn vacation as outlined below but pro-rated based on hours actually scheduled per week.

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

11.2. During the first six months of employment employees do not accrue vacation leave but are awarded vacation leave after six months of employment. After the completion of six months of service, vacation leave shall accrue monthly awarded on the first day of the month, but not available for use until actual accrual of vacation time is earned.

11.3. All vacation will be charged and taken by the hour, and shall be based on the employee's scheduled hourly workweek.

11.4. Scheduling and use of vacation time shall be subject to approval of the Library Director.

11.5. For employees hired prior to July 1, 2019 a maximum of two (2) weeks' vacation leave shall be allowed to be carried forward. In no case shall more than two (2) weeks' plus the amount of time allowed under section 10.1 be accumulated. For example, an employee who earns four (4) weeks' vacation on their anniversary date could carry an additional two (2) weeks' vacation for a total of six (6) weeks.

11.6. For employees hired after July 1, 2019 a maximum of one (1) week vacation leave shall be allowed to be carried forward. In no case shall more than one (1) week plus the amount of time allowed under section 10.1 be

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accumulated. For example, an employee who earns four (4) weeks' vacation on their anniversary date could carry an additional one (1) week vacation for a total of five (5) weeks.

11.7. Vacation shall be taken in full-day increments, unless otherwise arranged with the Library Director.

11.8. Former employees of the Library who are reinstated or re-employed, either by decision of the Town or pursuant to M.G.L. c. 32 shall not be entitled to their computed vacation status at the time of termination or separation from service; provided, however, that employees temporarily separated from service due to injury or illness shall have their former computed vacation status restored upon return to work.

Article Twelve: Sick Leave

12.1. 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 or a mental or physical therapy programs or under the guidance of a practitioner.
- (f) To attend to the medical needs of a spouse, dependent, parent or member of the household.

12.2. For the purposes of medical leave the term full-time shall mean any employee regularly scheduled thirty-seven and a half (37.5) hours per week. Full-time employees shall accumulate medical leave at the rate of one and quarter (1 ¼) days per month commencing at the completion of the first full month of employment. Employees who are regularly scheduled less than thirty-seven and a half (37.5) but more than twenty (20) hours per week shall earn medical leave pro-rated based on hours actually scheduled per week. Medical leave may accumulate to a maximum of one hundred seventy-seven (177) days.

12.3.

- (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.

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12.4. To be eligible for medical leave, employees must notify the Director of the Library or Town Manager as soon as practicable but no later than the commencement of his/her work shift.

12.5. In the event an employee who is eligible to receive compensation under this Article is also eligible to receive Worker's Compensation payments, compensation granted under the provisions of this article shall be limited to the difference between the amount paid in Worker's Compensation and the employee's regular rate of pay.

12.6. Medical Leave Buy-Back: On resignation, retirement or death, within 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 fifty dollars (\$50) for each medical day he/she has to his/her credit, up to a maximum of 100 days. Payment shall be made after a reasonable time for purpose of appropriation. Employees are required to provide six (6) months advance written notice of their intent to retire, unless extenuating circumstance exists where written notice cannot be provided.

Article Thirteen: Workers' Compensation – Light Duty

13.1. 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.

13.2. 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.

13.3. 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/her recovery. If an employee is working at another job while on workers' compensation, he/she must notify the Town Manager in writing.

13.4. Whenever an employee is incapacitated for duty because of injury sustained in the performance of his/her duty without fault of his/her 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.

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

- (a) pay to the injured employee his/her wages in full until any overtime or vacation which said employee has to his/her credit have been used; and

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- (b) pay wages in part until any sick leave allowance which the employee has to his/her credit has been used; but in no event shall the sum of said employee's partial sick leave wage payments, when added to his/her 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/her 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).

13. 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/her 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/her 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/she 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

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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, and the operation of office equipment including typewriters and computer terminals.

13.7. Any other provision of this Agreement to the contrary notwithstanding, an employee on workers' compensation leave shall not receive holiday pay 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.

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

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

13.10. 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 twelve (12) months 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 Fourteen: Jury Pay

14.1. 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 Fifteen: Bereavement Leave

15.1. In the event of death of an employee's mother, father, spouse or child (including step and foster), he/she 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.

15.2. In the event of death of an employee's grandparent (including 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/she 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.

15.3. 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 days of funeral leave.

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15.4. 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.

15.5. 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 Sixteen: Personal Leave

16.1. An employee shall be granted time off for which he/she will be paid at his/her normal rate to conduct personal business. Personal leave shall be available to employees upon the successful completion of the probationary period as outlined in Article Seven. 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 one-half (1/2) hour.

16.2. The granting of personal leave shall be at the discretion of the Library Director. The request for personal leave shall be made in writing to the Library Director.

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

16.4. Unpaid Leave An employee may be authorized up to four (4) days of unpaid leave, to be used in conjunction with one (1) day of paid personal leave, with the prior approval of the Library Director, for training purposes. All requests for unpaid leave shall be made in writing to the Library Director.

Article Seventeen: Interruption of Work

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

17.2. 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.

17.3. The Town shall conduct no lockouts of employees.

Article Eighteen: Safety Committee

18.1. A safety committee composed of two (2) representatives of the Union and a representative(s) of the Library 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.

**Town of Ipswich and Local #2905 AFSCME Collective Bargaining Agreement (Library Employees)
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Article Nineteen: Union Representatives

19.1. 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.

19.2. The above-designated stewards and other representatives shall be granted 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 immediate supervisor, to investigate and settle grievances, post union notices, or to conduct other authorized activities as set forth in this Agreement.

19.3. 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. In this case a substitute may be named.

19.4. 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 care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Article Twenty: Wages & Differential

20.1. The Employer's Wage and Classification Plan 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 19, Appendix A shall be controlling.

20.2. Employees will move up annually to the next step, for steps one (1) through four (4) on the anniversary of this agreement and on the anniversary date of hire for all employees hired after the date of this agreement.

20.3. 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 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 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.

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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 section 20.2. 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).

Article Twenty-One: Health & Welfare

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

21.2. 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/her 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.

21.3. The union agrees to a switch HMO/PPO plans to the MIIA HMO Blue Options plans. The Town agrees to create a Health Reimbursement Account to cover the cost of employee co-payments for hospital in-patient services.

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

21.5. 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 is 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.

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- (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.

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

Article Twenty-Two: Miscellaneous Provisions

22.1. 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.

22.2. 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.

22.3. Upgrading of positions covered by this Agreement shall be implemented in accordance with Chapter 150E.

22.4. The Employer agrees to provide all materials, equipment and tools required to perform the duties assigned to the employees covered by this Agreement.

Town of Ipswich and Local #2905 AFSCME Collective Bargaining Agreement (Library Employees)
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22.5. 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 or if an employee dies while still on the payroll of the Town after five (5) years of creditable service with the Town, said employee or his/her estate, as applicable, shall receive a one-time-only severance payment of one thousand five hundred dollars (\$1,500.00).

22.6. Snow/Inclement Weather/Declared Emergency Day: When the Town Manager closes the Library due to snow, other inclement weather, or a declared emergency, those employees who were on duty at the time of the closing, or who were scheduled to be on duty if the closure occurs prior the employee's shift, shall be paid as if they had worked and completed their scheduled shift. Town Hall and the Library run independently of each other, the Town Manager has the authority to close both, or either one.

22.7. Books and Tuition: If the successful passage of a course is essential to an employee's licensure for his/her job, or essential to his/her continued performance in his/her 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 submitted in to the department in a serviceable condition.

22.8. Effective July 1, 2019, in addition to the base salary employees receive on an annual basis, an additional \$1,000 stipend shall be paid to employees who hold a graduate's degree in Library Science, or a related Library field.

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 Library Director to ensure stipend compliance.

22.8. Job Descriptions & Performance Evaluations: The Town shall have the right to implement job descriptions & performance evaluations after a process and tool has been agreed to by the Town and the Union. The Town and the Union shall establish a committee to review the process and tool. The committee shall meet no later than September 20, 2016 for the first time and conclude their work by December 31, 2016.

22.9. 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

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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.

22.10. Bi-Weekly Pay: The Town shall have the right to implement bi-weekly payment of wages.

22.11. 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

22.12. 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.

22.13. Security Cameras: The Town shall have the right to install security cameras at all locations. The Town and Union will establish a mutually agreed to policy regarding the use of security cameras via a committee. The committee shall meet no later than September 20, 2016 for the first time and conclude their work by December 31, 2016.

Article Twenty-Two: Total Agreement

22.1. 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-Three: Operation & Duration

23.1. This Agreement shall be effective from July 1, 2019 through June 30, 2022, and shall then remain in full force and effect until replaced by an operable successor agreement.

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

**Town of Ipswich and Local #2905 AFSCME Collective Bargaining Agreement (Library Employees)
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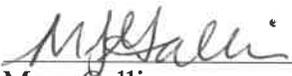
Signature Page

AGREEMENT SIGNED THIS 30 DAY OF January, 2019.

TOWN OF IPSWICH

BY: 

Anthony Marino
Town Manager

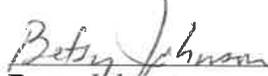
BY: 

Mary Gallivan
Human Resource Director

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

BY: 

Scott Trask
Ipswich President #2905



Betsy Johnson
Negotiating Committee
Local #2905 – Library Employees



Ernie Castle
Staff Representative
AFSCME 93

**Town of Ipswich and Local #2905 AFSCME Collective Bargaining Agreement (Library Employees)
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Appendix A

Schedule of Payroll Rates

Effective July 1, 2019 (FY 2020)1.25% general wage increase
 Effective January 1, 2020 (FY 2020) 1.25% general wage increase
 Effective July 1, 2020 (FY 2021) 2% general wage increase
 Effective July 1, 2021 (FY 2022) 2% general wage increase

						5 years	10 years	15 years	20 years	25 years
FY2019 - 2%						\$400	\$600	\$1,000	\$1,200	\$1,500
Grade	Job Class Description	<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>
18		\$23.29	\$23.87	\$24.78	\$25.65	\$25.85	\$25.95	\$26.16	\$26.26	\$26.42
19		\$23.86	\$24.78	\$25.65	\$26.43	\$26.63	\$26.73	\$26.94	\$27.04	\$27.19
21		\$25.30	\$26.29	\$27.19	\$28.05	\$28.25	\$28.35	\$28.56	\$28.66	\$28.82
23		\$26.88	\$27.90	\$28.84	\$29.83	\$30.03	\$30.14	\$30.34	\$30.44	\$30.60
						Based on 37.5 Hour work week & 52.2857 weeks / year				
FY2020 - 52.2857 weeks = 52 weeks and 2 days of 7 day week						5 years	10 years	15 years	20 years	25 years
Effective July 1, 2019 - 1.25% increase						\$400	\$600	\$1,000	\$1,200	\$1,500
Grade	Job Class Description	<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>
18		\$23.58	\$24.16	\$25.09	\$25.97	\$26.17	\$26.27	\$26.48	\$26.58	\$26.73
19		\$24.15	\$25.09	\$25.97	\$26.76	\$26.96	\$27.06	\$27.27	\$27.37	\$27.52
21		\$25.61	\$26.62	\$27.53	\$28.40	\$28.60	\$28.70	\$28.91	\$29.01	\$29.16
23		\$27.22	\$28.25	\$29.20	\$30.20	\$30.40	\$30.51	\$30.71	\$30.81	\$30.97
						Based on 37.5 Hour work week & 52.2857 weeks / year				
FY2020 - 52.2857 weeks = 52 weeks and 2 days of 7 day week						5 years	10 years	15 years	20 years	25 years
Effective January 1, 2020 - 1.25% increase						\$400	\$600	\$1,000	\$1,200	\$1,500
Grade	Job Class Description	<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>
18		\$23.88	\$24.47	\$25.41	\$26.29	\$26.50	\$26.60	\$26.80	\$26.90	\$27.06
19		\$24.46	\$25.41	\$26.29	\$27.09	\$27.29	\$27.40	\$27.60	\$27.70	\$27.86
21		\$25.93	\$26.95	\$27.88	\$28.75	\$28.96	\$29.06	\$29.26	\$29.36	\$29.52
23		\$27.56	\$28.60	\$29.56	\$30.58	\$30.78	\$30.88	\$31.09	\$31.19	\$31.34
						Based on 37.5 Hour work week & 52.1429 weeks / year				

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FY2021 - 52.1429 weeks = 52 weeks and 1 day of 7 day week						5 years	10 years	15 years	20 years	25 years
Effective July 1, 2020- 2% wage increase						\$400	\$600	\$1,000	\$1,200	\$1,500
<u>Grade</u>	<u>Job Class 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>
18		\$24.35	\$24.96	\$25.91	\$26.82	\$27.02	\$27.13	\$27.33	\$27.43	\$27.59
19		\$24.94	\$25.91	\$26.82	\$27.63	\$27.84	\$27.94	\$28.14	\$28.25	\$28.40
21		\$26.45	\$27.49	\$28.44	\$29.33	\$29.53	\$29.63	\$29.84	\$29.94	\$30.09
23		\$28.11	\$29.17	\$30.15	\$31.19	\$31.39	\$31.50	\$31.70	\$31.80	\$31.96
						Based on 37.5 Hour work week & 52.1429 weeks / year				
FY2022 - 52.1429 weeks = 52 weeks and 1 day of 7 day week						5 years	10 years	15 years	20 years	25 years
Effective July 1, 2021- 2% wage increase						\$400	\$600	\$1,000	\$1,200	\$1,500
<u>Grade</u>	<u>Job Class 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>
18		\$24.84	\$25.46	\$26.43	\$27.35	\$27.56	\$27.66	\$27.87	\$27.97	\$28.12
19		\$25.44	\$26.43	\$27.35	\$28.18	\$28.39	\$28.49	\$28.70	\$28.80	\$28.95
21		\$26.98	\$28.04	\$29.00	\$29.91	\$30.12	\$30.22	\$30.43	\$30.53	\$30.68
23		\$28.67	\$29.75	\$30.76	\$31.81	\$32.02	\$32.12	\$32.32	\$32.43	\$32.58

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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

UNION COPY

BY:
(Name of Employee - Please Print)
 TO:
(Name of Employer - Please Print)
 Effective I hereby request and authorize you to deduct from my
(Date)
 earnings each the amount of \$..... This amount shall be paid to the
(Payroll Period)
 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.

Date Signature
 Street Home Tel. # (.....)
 City State Zip
 Dept/Div/Facility
 Work Location
 Job Title
 Social Security # Job Code #
 Unit # Employee Payroll #
F-150 73

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

EMPLOYER'S COPY

BY:
(Name of Employee - Please Print)
 TO:
(Name of Employer - Please Print)
 Effective I hereby request and authorize you to deduct from my
(Date)
 earnings each the amount of \$..... This amount shall be paid to the
(Payroll Period)
 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.

Date Signature
 Street Home Tel. # (.....)
 City State Zip
 Dept/Div/Facility
 Work Location
 Job Title
 Social Security # Job Code #
 Unit # Employee Payroll #
F-150 73

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