

**THE TOWN OF DANVERS
AND
The Danvers Independent Employees Group
FY 2018-2020**

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The Agreement entered into by the Town of Danvers, hereinafter referred to as the “Employer”, and the Danvers Independent Employees Group, hereinafter referred to as “DIEG”, has as its purpose the promotion of harmonious relations between the Employer and DIEG; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Article 1 - Recognition

The Employer recognizes DIEG as the sole and exclusive agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees in the Danvers Independent Employees Group.

The Employer and DIEG further recognize that the present employees covered by this Unit consist of professional, technical and supervisory personnel who exercise independent judgment and contribute to the planning, coordination and organization of the applicable section/division/departments of the Town; directly supervise Town personnel and are accountable as such; continually exercise a high degree of judgment, initiative, leadership and cooperation, so as to further expand and develop special procedures, the performance and productivity of themselves and others; effectively establish their own work plan and priorities within Town policies; require upgrading of knowledge skills and training; exercise considerable analysis and make complex decisions where error may cause serious or extreme damage or loss of public confidence; anticipate and react to technical and administrative problems; work with data and/or programs or inter/intra-departments; and who continuously upgrade and develop their education, training, skills, procedures/techniques

and supervisory responsibilities as needed or required: and shall be deemed not to participate in the formulations or determination of policy, nor assist in the preparation for, or conduct bargaining on behalf of, the Employer, nor have responsibility involving the exercise of independent judgment of an appellate responsibility nor initially in effect, in the administration of a bargaining agreement or in personnel administration.

The positions within the group include, but may not be limited to, the following: Network Administrator; Tech Support Specialist; HSE& Maintenance Program Manager; Safety Analyst; Wire Inspector; Assistant Building Inspector; Plumbing/Gas Inspector; Civil Engineer II; Street Supervisor; Fleet Supervisor; Water and Sewer Superintendent; Civil Engineer III; Water Treatment Plant Supervisor; Electrical Engineering Technician; Electrical Engineer; Senior Electrical Engineering Technician; Systems Engineer; Electrical Distribution Engineer; Director of Engineering and Operations; Senior Electrical Distribution Engineer; EIS Technician; Power Supply Engineer; Public Works Program Coordinator; Information Systems Specialist; Materials Manager; Buildings, Grounds and Forestry Supervisor; Sanitarian/Public Health Inspector; Senior Planner; Assistant Planner and Assistant Director of Planning; and Energy Efficiency Engineer. This group also includes Recycling and Energy Conservation, System Engineer, Network Engineer, Integrated Power Resources Director, and AMI Data Manager.

Article 2 - Management's Rights

Except as otherwise expressly and specifically provided in this Agreement, DIEG 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, DIEG recognizes and agrees that the right to plan, direct and control the Town's business, operations and working force; to hire, promote, transfer and lay off employees and 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, classification and standards of performance for employees is vested exclusively in the management of the Town. The foregoing shall not be taken, however, as a limitation upon the rights of DIEG to represent the employees covered hereby in the grievance procedure provided in this Agreement and any other procedure dealing with employees' representation rights.

The Town policy and practice which provides that the Professional/Technical/Supervisory employees covered by this Agreement may be assigned, temporarily, to meet Town needs, to other departments, divisions or positions, within and without their classification, range and department, shall continue to be exercised, so as to meet workloads, work operation and production, staffing needs and Town services provided and rendered. Nothing in this Article is intended to abridge, in any manner, the existing Town policy and/or practice and implementation of management rights.

Article 2A - Procedure for Filling a Vacancy

When the Employer elects to fill a vacancy in a position covered by this Agreement, such vacancy shall be posted in a conspicuous place and shall remain posted for at least seven (7) consecutive work days. Posting of the vacancy and interviewing of applicants shall in no way require the Employer to fill the vacancy. The posting of vacancies shall contain a statement of pay rates established for the position, class/title, general description of assignment and prospective date of employment. Employees interested shall apply, in writing, within such seven (7) days of posting.

To the extent that the position may be filled from within the Unit, the Employer may consider as the governing criteria, in light of the department's needs, the employee's demonstrated performance, capability to perform well in the new position, qualifications for the vacant position, education, length of service, scope and degree of experience and the employee's technical skills and shall have the sole discretion in determining the weight to be given for each criterion.

Where employees are considered equal in meeting all of the criteria (apart from length of service), then length of service shall govern the Employer's selection. The appointment of an employee from within the Unit to the vacancy shall be subject to the grievance procedure.

However, it is mutually agreed that:

- (a) If no employee-applicant is sufficiently qualified to fill the position in the judgment of the Employer, the Employer may fill the position from without the bargaining Unit. If the Town intends to fill a vacancy from without the Unit, it will so notify DIEG in advance of the appointment and meet with a designated DIEG committee to discuss, in advance, such a decision. The exercise of this right of determination by the Employer shall not be subject to grievance.
- (b) Nothing in this article shall be construed as limiting, altering or in any way modifying any of the provisions of Chapter 13 of the Act of 1949 (Town Manager Act). The length of service of the employee with the Town of Danvers shall determine the seniority of the employee.

Article 3 - DIEG Dues

No dues at this time.

Article 4 - Grievance Procedure

A grievance is a complaint of one or more employees or DIEG which may arise concerning wages, hours and conditions of employment involving the application, meaning or interpretation of this Agreement and shall be settled in the following manner, except that grievances involving disciplinary action shall be started at Step 3.

Subject to applicable time limits, the aggrieved employee shall initially discuss the problem with the immediate supervisor (outside the bargaining unit) with the object of resolving the differences informally. A representative of DIEG may be present.

Step 1. The aggrieved employee, with or without the DIEG representative, shall, in writing, present the grievance within seven (7) days of the occurrence giving rise to the grievance or within seven (7) days of knowledge of said occurrence, with the employee's appropriate supervisor (not a member of the bargaining Unit). If the appropriate supervisor is a department head, the grievance shall begin at Step 2 with its appropriate and applicable response time limits. Such supervisor will respond, in writing, within three (3) full working days of the presentation of the grievance. The parties shall exert all efforts to settle the grievance at this step. Failure to respond within the time limit shall be understood to be a denial of the grievance, and said grievance may be taken to the next step.

Step 2. If the grievance is not settled, it may be presented in writing to the department head within three (3) full working days after the supervisor's response is received, or within three (3) full working days after the expiration of the time limit for Step 1, if no response is received. The department head shall have the option of responding to the Unit Steward or DIEG within five (5) full working days of the receipt of the grievance document(s), or the department head's designee shall convene a hearing as soon thereafter as is practicable to resolve the grievance, but such hearing shall not be convened more than ten (10) full working days after the receipt of said document(s). Upon the conclusion of the hearing, the department head or designee shall transmit to DIEG the decision in writing within fifteen (15) full working days. Failure to respond within the time limit shall be understood to be a denial of the grievance, and said grievance may be taken to the next step.

Step 3. If the grievance is not settled, it may be presented in writing to the Town Manager within three (3) full working days after the department head's or designee's response is received or within three (3) full working days after the expiration of the applicable time limit of

Step 2, if no response is received. The Town Manager or designee shall have the option of responding to DIEG within five (5) full working days of the receipt of the grievance document(s) or shall convene a hearing to resolve the grievance within twenty-one (21) full work days after the receipt of the document(s). Upon the conclusion of the hearing, the Town Manager or designee shall transmit to DIEG the decision in writing within twenty-one (21) full working days. Failure to respond within the time limit(s) shall be understood to be a denial of the grievance, and said grievance may be taken to the next step.

It is mutually agreed that in the interpretation of the provisions relating to Steps 1, 2 and 3:

- (a) The word "respond" shall mean to make a meaningful reply, rather than to make a definitive decision.
- (b) The time of absence of any of the parties from normal duty shall be added to any of the time limitations set forth.
- (c) The word "DIEG" shall mean the Executive Officer or his designee.

Step 4. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Steps 1, 2 and 3, and which involves either:

- (a) the interpretation or application of a provision of this Agreement, or
- (b) a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, shall be subject to arbitration within fifteen (15) full working days after the reply of the Town Manager.

The arbitration proceeding shall be conducted by a person qualified in labor relations, to be selected by the Employer and DIEG within ten (10) days after notice has been given. If the parties fail to select such an arbitrator, the State Board of Conciliation and Arbitration shall be

requested by either or both parties to provide, pursuant to its rules, regulations and process, a list or arbitrators.

However, if the parties mutually agree, in writing, after Step 3 of the grievance procedure, to submit the grievance to the American Arbitration Association, said grievance shall be submitted to that Association.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon the parties to this Agreement, provided, however, that the arbitrator shall make findings of fact and set forth his reasoning and conclusions, and that no arbitrator shall have any authority or jurisdiction to add to, detract from, or in any way alter, the provisions of this Agreement, nor to render an unlawful award.

The expenses of the arbitrator's services shall be borne equally by the Employer and DIEG. However, each party shall be responsible for compensating its own representatives and witnesses.

Article 5 - Hours of Work

Section 1. Hours of Work

Except as otherwise is the practice and assignment, the regular hours of work each day shall be consecutive, except for interruption for meal periods.

Except as otherwise is the practice and assignment, the normal work week shall consist of three (3) consecutive eight (8)-hour days, Monday through Wednesday, inclusive, a ten and one-half (10.5) hour Thursday and a five and one-half (5.5) hour Friday, except for employees in continuous, emergency or part-time operations. Each employee shall be scheduled to work a shift with regular and quitting times. Except for emergency situations or operational needs of the department as determined by the department head, normal work schedules shall not be changed unless DIEG is notified at least ten (10) working days in advance.

In the sole discretion of, and with the approval of the department head, an employee(s) covered by the terms of this Agreement may be scheduled to work, but in any event, not more than one (1) such week in a month, a flexible work week schedule, which week consists of four nine (9)-hour work days, with a core from 9:00 A.M. to 3:30 P.M., with a one-half hour for lunch period and one (1) four (4)-hour day. It is understood that such flexible time is not designed to provide for four (4)-hour days scheduled exclusively on Friday and Monday, but is designed to permit the department and the employees to modify the schedule when satisfying needs and department operations permit. Even where permitted, or if established on a trial basis, such scheduling may be changed, eliminated or modified by the appropriate division head or department head in his/her sole discretion. It is understood by DIEG that the Town has informed it that certain department heads and/or division heads have expressly stated that such scheduling is not acceptable and that other unit positions do not permit flex time scheduling in Danvers. Flex time hours requested by an employee, with the approval of the department head, shall be allowed to employees Monday, Tuesday and Wednesday, subject to operating and coverage staffing needs of the department and where no overtime will be required. The request of the employee shall not be unreasonably withheld.

It is understood and agreed that the department head and/or his division head will assign employees to the Thursday schedule to insure that the work of the department will be performed without interruption. The department head, in his/her judgment, will determine which employees may be excepted from the normal work schedule because of the operational needs and staffing needs of a department. The department head and/or designee may assign an excepted employee, temporarily or otherwise, to fill in for an absence (or as otherwise needed) of an employee, so that sufficient staffing may be met, or he may assign such employee when in his/her judgment staffing

needs or operational needs or the department require. In the event the normally-scheduled employee is out sick or on an approved emergency leave on a Thursday, assigned staffing of a replacement(s) will not unduly inconvenience the unscheduled employee(s), excepting emergency staffing needs.

The collective bargaining Agreement between the parties executed February 14, 1994, is amended to reflect that the provision providing for overtime for employees after eight (8) hours is inoperative as to employees working on Thursday of the work week, whether paid in monies or in compensatory time. Overtime compensation for employees who work over forty hours, including sick time, personal days in a given week, remains effective.

Employee(s) in Grade 11 and below shall be guaranteed a minimum of four (4) hours pay for planned (scheduled) overtime, provided the employee(s) planned (scheduled) overtime is for hours worked in excess of forty (40) hours work that payroll week.

Employee(s) in Grade 11 positions and below who work more than forty (40) hours in a week shall be entitled to overtime dollar compensation at a rate of time and one-half the employee's base hourly rate or the Town option of time and one-half compensatory time off, both as determined, approved and scheduled by the department head.

Subject to the provisions of the following paragraph, due to the supervisory responsibility title, work load assignments, exempt employees in Grade 12 and above and who work more than forty (40) hours in a week shall not be entitled to overtime dollar compensation, but the department head, in his/her discretion, may approve and schedule straight time compensatory time off. Should the department head exercise such discretion, such exercise shall not be arbitrary, discriminatory or capricious.

Exempt Unit employees in Grade 12 and 13 positions who work in excess of forty-five (45) hours in a work week shall be entitled to receive overtime compensation for hours worked in

a work week in excess of forty-five (45) hours at an overtime rate of one and one-half (1-1/2) the employee's regular base hourly rate of pay, provided that such involves emergency work.

Emergency work shall include, but not be limited to, the following illustrations; i.e., emergency staffing needs due to an unanticipated illness/injury, absence, resignation or termination of employment; emergency needs due to unanticipated breakdown in business/computer equipment, sewer and water systems, electrical equipment/operations; building collapse, water pollution, disease outbreak, unlawful activity, acts of God and other activities of a like nature or not reasonably foreseeable, work required to be performed immediately, which is of an unforeseen, unanticipated or unexpected nature. An extraordinary work load obligation, as determined by the department head, shall be treated as an emergency, but shall not include planned (scheduled) overtime or work traditionally performed by the employee in Grade 12 or 13.

Work traditionally required shall include, but not be limited to, the following illustrations; i.e., planned (scheduled) overtime, required attendance at Town Manager-called meetings, Board of Registration meetings, meetings held in advance of Town meetings, provide citizen required clearances, tax time fax collection work, necessary licenses, departmental meetings, accounting staff work needed to implement collective bargaining Agreement, payroll work involving new computer and parallel system, inspection/examination of food operation, house code required of unit employees traditionally. The department head or his authorized designee must expressly authorize the emergency overtime work.

Minimum Guaranteed Overtime for Inspectors

Effective on execution, except for an employee on standby, an employee in the following four (4) positions—Electric Inspector, Plumbing/Gas Inspector, Assistant Building Inspector and Local Inspector--who is called back and actually works the call back, as required, during the work week (Monday through Friday) to work on the same day after having completed his/her original

work shift and left his/her place of employment and is called back and returns before 7:00 A.M. on the day of his/her next regular shift, if his/her regularly-scheduled shift commences at 9:00 A.M. and before 6:00 A.M. on the day of his/her next regular shift, if the employee's regularly-scheduled shift commences at 8:00 A.M., shall be paid at time and one-half for all hours worked on recall. He/she will be guaranteed a minimum of three (3) hours pay at time and one-half for such calls, if so recalled after 5:00 P.M. (or whatever time his/her shift for the day is terminated) but before 6:00 A.M. or 7:00 A.M., whichever time is applicable the next day.

Weekday Monday through Friday, 3-hour minimum guarantee (Monday at 6:00 A.M. or 7:00 A.M. to Friday at 5:00 P.M. or whatever time his/her shift for the day is terminated). The overtime guarantee shall begin when the employee actually reports back to work.

Weekend/Holiday The minimum overtime guarantee rate for the weekend and holidays shall be four (4) hours. The weekend hours are defined as those hours after the employee's shift on Friday has terminated, and he/she has left his/her place of employment, until 6:00 A.M. to 7:00 A.M., whichever hour is applicable, of his/her next regular starting time on the Monday next, or until such times of his/her regular working day following the holiday. The overtime guarantee shall begin when the employee actually reports to work.

The employee shall be required to report his/her actual hours actually worked during the said guarantee period(s)--such report to be provided to the department head or his/her designee on the following regularly-scheduled work shift/day.

No employee shall be paid twice for any hours so worked under the minimum guarantee provisions above. The minimum guarantee provision is not to be interpreted otherwise.

Work traditionally required shall include, but not be limited to, the following illustrations; i.e. planned (scheduled) overtime; required attendance at Town Manager-called meetings; Board of Registration meetings; meetings held in advance of Town meetings; provide citizen required

clearances; tax time tax collective work; necessary licenses; departmental meetings; accounting staff work needed to implement collective bargaining Agreement; payroll work involving new computer and parallel system; inspection/examination of food operation; house code required of unit employees traditionally. The department head or his authorized designee must expressly authorize the emergency overtime work.

Employees, during regularly-scheduled work hours, may be required to attend seminars, training programs, educational programs and like activities which in the judgment of the Town the employee(s) should attend. The fee for such program(s) shall be borne by the Town.

Article 6 - DIEG Representatives

A current written listing of the Unit representatives shall be furnished to the Employer after their designation, and DIEG shall promptly notify the Employer, in writing, of any changes.

During collective bargaining sessions conducted during the normal work day, the Unit shall have no more than three (3) representatives. With prior approval between the two parties, an additional representative from DIEG may be present during negotiations to discuss any issues related specifically to their department, group or interest.

The Unit further agrees that it will not conduct business during working hours without the permission of the Employer.

DIEG may enter the premises to investigate, process grievance(s) or visit for normal servicing, provided that such conduct shall not interfere with the performance of the work group. It is expected that DIEG will make itself known on arrival. No group member may leave the work area without the approval of the applicable department heads.

Article 7 - Meal Periods

Subject to flex time where applicable, all employees shall be granted a meal period of one (1) hour's duration during each work shift. When an employee is to work four (4) hours or more

beyond his or her regular shift, the employee shall be granted time off with pay to eat, but not to exceed thirty (30) minutes.

During emergency operation or the periodic additional peak work load operational demands or when understaffed, this meal period shall be taken when practicable.

Article 8 - Holidays

The following eleven (11) days shall be considered to be paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr., Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas
Independence Day	

Should any holiday fall on an employee's normal day off, the working day immediately preceding or succeeding the holiday, but during the same pay week, will be considered to be the holiday.

If a paid holiday occurs within an employee's vacation period, the day of the holiday shall not be charged against the accrued vacation, and the employee will be given another vacation day at such time as is convenient for the Town and the employee.

An employee Grade 12 or above works a holiday, he/she shall receive at the discretion of the department head in addition to regular holiday pay, either eight (8) hours of pay at straight time or compensatory time equal to the number of hours worked. An employee below Grade 12 who works a holiday shall receive, at the discretion of the department head, either eight (8) hours pay at time and one-half or compensatory time off equal to time and one-half for hours worked, in addition to the regular holiday pay. The exercise of discretion by the town shall not be arbitrary,

discriminatory or capricious. If a holiday falls during a period within which an employee is out of work due to illness and has exhausted his/her sick leave entitlement, no holiday pay shall be provided.

If a holiday falls during a period within which an employee is out of work due to injury, and the employee is receiving worker's compensation benefits, no holiday pay shall be provided.

If a holiday falls during a period within which an employee is out of work due to injury, and such employee is receiving worker's compensation supplemented with sick leave entitlement, the employee's supplement for the day on which the holiday falls shall not be charged against accrued sick leave.

Day After Thanksgiving

The day after Thanksgiving shall be termed a skeletal crew day. Except for emergencies and necessary operational staff needs, the department head shall determine the number of personnel on duty for that day as a skeleton crew so as to provide sufficient staffing, operational needs and services. Employees required to work the day after Thanksgiving shall be entitled to straight time compensatory time off, scheduled as determined by the department head.

Article 9 - Leave Pertaining to Vacation, Sick Time and Emergencies

Inherent in this Agreement shall be the Town of Danvers Personnel Policy with reference to leave of all kinds and is intended to include the following:

1. Vacations

Every employee who works a regular schedule of twenty (20) hours or more per week shall accrue vacation on a consecutive monthly basis after the completion of the first full calendar month and will be able to take vacation time after completing six (6) full months of employment, provided the employee has received permanent status and further provided that the department head has authorized the vacation period. The scheduling for an employee's vacation leave shall be made

with consideration given to the date requested by the employee, the vacation requests of other employees and the work schedule of the department. Subject to the new employee benefit above, during any calendar year, employees may take only vacation benefits as accrued in the previous calendar year.

Vacation benefits will accrue as follows¹:

On January 1 of the calendar year in which the employee completes his or her first (1st) anniversary day of employment, he or she shall be eligible to receive two (2) weeks of vacation.

On January 1 of the calendar year in which the employee completes his or her fifth (5th) anniversary date of employment, he or she shall be eligible to receive a third (3rd) week of vacation (5 additional work days).

On January 1 of the calendar year in which the employee completes his or her tenth (10th) anniversary date of employment, he or she shall be eligible to receive a fourth (4th) week of vacation (5 additional work days).

On January 1 of the calendar year in which the employee completes his or her fifteenth (15th), sixteenth (16th) seventeenth (17th), eighteenth (18th) and nineteenth (19th) anniversary date of employment, he or she shall be eligible to receive an additional day of vacation for each year so as to provide a maximum of five (5) additional work days in such nineteenth (19th) year and subsequent years of employment.

Employees hired after June 2, 2003, shall not be entitled to any vacation time in excess of four (4) weeks.

New Hires:

¹ For example, the employee who completes their 5th year of employment on March 1st would be credited the 3rd week as of January 1st of that same calendar year. This example applies to subsequent intervals as described above. It is further understood that should the employee leave the employ of the town before the 5th year of service is completed that the final check would reflect an adjustment based upon the actual time used and that which was earned.

Employees hired on or before the 15th of January of a given year, but no later than the 30th of June, shall be eligible for five (5) vacation days, to be used during the remainder of the first calendar year of employment. Employees hired after June 30th of a given year shall be eligible for vacation days on a pro-rata basis for the balance of the calendar year according to the following schedule:

Month employed: (employed by the 15th of the month):

July	Aug.	Sept.	Oct.	Nov.	Dec.
4	3	2	1	0	0

Vacation Days

The vacation accrual method presently established by the Town Accountant's office shall continue to be used. A part-time employee who works a regular schedule of twenty (20) hours or more per week is entitled to a pro-rated, full-time, vacation benefit based on the employee's scheduled hours. An employee who had qualified for vacation benefits but is currently working less than a regular schedule of twenty (20) hours per week, will be entitled to the benefits accrued prior to the reduction in hours below twenty (20).

Vacation leave accrued may be taken in periods of 1/2 days, but not less than such period. Request(s) for approval of 1/2-day vacation or a single day vacation shall be submitted, in writing, to the department head for approval forty-eight (48) hours in advance. Approval of such request(s) shall not unreasonably be withheld.

An employee may receive his or her pay prior to the beginning of the employee's vacation leave, provided prior notice is given on the time card of the week before the beginning of vacation leave to the Accounting Department on the relevant time slips.

Shift premiums, overtime, on-call and other such payments will not be included in vacation payments.

Vacation accrual is based upon the calendar year from January to December, and vacation time accrued in one (1) calendar year, subject to the new employee benefit described earlier, must be taken within the next calendar year, consistent with the disability provision below.

As provided in ARTICLE 8, HOLIDAYS, when a paid holiday occurs within an employee's vacation, the employee will be given another vacation day at such time as is convenient for the Town and the employee(s).

The Town agrees that should the Town Manager decide during the term of the Agreement to close, temporarily, its plant, part of its plant or a department thereof in which Unit employees work to provide pre-determined period where the majority of employees involved will take vacation, the Town will initiate and present to DIEG a bargained demand to deal with the impact of such a closing on the vacation scheduling of employees.

Disability During Vacation

When an employee, during a vacation, becomes ill or injured, requiring hospitalization or medical confinement for a period of three (3) days or more, with treatment by a physician, he or she may, on request, be placed on sick leave. The period of confinement may be taken as sick leave, providing the employee has the accrued sick time, and rescheduled as vacation at a later date at the convenience of the Town and the employee.

An employee who is injured and out of work on worker's compensation, or who is on sick leave, who is incapacitated and continues disabled through December 31, So that his or her annual vacation time cannot be used, shall not lose such vacation time; however, he or she shall take the same as soon as possible after the first of the next year, after consulting with the department head in regard to department scheduling.

A permanent employee who is laid off, resigns or retires from the Town employment shall be entitled to receive payment for all unused vacation benefits as accrued.

Vacation benefits are determined on scheduled hours and are credited on the first of each month after working the previous full calendar month.

If an employee's hours are changed after the first of the month, the employee will accrue vacation hours on whatever the employee's scheduled hours were as of the first of the month and will start the new accumulation of vacation accrual as of the first of the next month.

When an employee has changed from part-time to full-time, or full-time to part-time, the following vacation conversion formula will determine the third (3rd) week of vacation for which the employee is eligible after completing his or her fifth (5th) year of employment:

The first two (2) weeks will be the employee's accrual of vacation for the previous year.

The third (3rd) week will be the average of the total vacation hours for the five (5) years of employment:

The first three (3) weeks will be the employee's accrual of vacation for the previous year.

The fourth (4th) week will be the average of the total vacation hours for the ten (10) years of employment.

The fifth (5th) week, will be the average of the total vacation hours for the nineteen (19) years of employment.

2. Military Leave

An employee who enters the military service should be deemed to be on leave of absence, and the employee's status of re-employment will be accorded the rights under the applicable provisions of the Selective Service Act.

3. Sick Leave

Employees will accrue sick leave benefits at the rate of one and one-fourth (1-1/4) days per each month in the employ of the Town. Employees shall accrue sick leave until the maximum of two hundred and fifty (250) days are reached.

Employees who leave work due to illness will be paid for each full hour the employee worked prior to leaving his/her shift. An eligible employee who receives sick leave compensation for the balance of the unworked shift time shall be charged sick time for such in full hours. Any employee of the Town of Danvers that is eligible for sick time may use such sick time when the employee or the employee's child, spouse, parent, or parent of spouse is sick, has a medical appointment, or has to address the effects of domestic violence. Sick time cannot be used as an excuse to be late for work without advanced notice of proper use. Use of sick time for other purposes is not allowed and may result in an employee discipline. It is the expectation that employees must notify their managers or supervisors before they use sick time, except in an emergency. If any employee is out of work for three (3) consecutive days or uses sick time within two (2) weeks prior to leaving a job with the Town on Danvers, we reserve the right to require documentation from a medical provider.

An employee working the normal schedule who is out sick for Thursday or Friday shall be charged eleven (11) hours for the Thursday and six hours for Friday. If such employee is out sick for both days, he/she shall be charged sixteen (16) hours. An employee who is on vacation or on a personal day Friday (other than for a full week's vacation) shall be charged eight (8) hours of vacation. Consistent with the current collective bargaining Agreement between the parties, a department head shall not unreasonably deny an employee's request for vacation time or personal time on Friday of the normal week.

Group I: Employees Who Have Not Reached Maximum Accumulation of Sick Leave

Effective January 1, 2001, and thereafter, if an employee utilizes three (3) or less sick-leave days in a calendar year, then the employee shall be provided an additional day vacation to be taken in the following year. If an employee utilizes "zero" sick days in a calendar year, then the employee shall be provided two (2) additional vacation days to be taken in the following year. The taking of such day(s) shall be requested in writing by the employee, and the department manager or his designee shall grant such vacation subject to scheduling and staffing needs and provided that such will not require or result in overtime. The department manager or his designee, in the exercise of his judgment, shall not act unreasonably.

Group II: Employees Who Have Reached Maximum Accumulation of Sick Leave

Effective January 1, 2001, and thereafter, if an employee who has accumulated 250 sick leave days utilizes three (3) or less sick leave days in a calendar year, then the employee shall be granted an additional two (2) days of vacation to be taken in the following year. If an employee who accumulated 250 sick leave days utilizes "zero" sick leave days in a calendar year, then the employee shall be granted three (3) additional vacation days to be taken in the following year. The taking of such days shall be requested in writing by the employee, and the department manager or his designee shall grant such vacation, subject to scheduling and staffing needs and provided that such will not require or result in overtime. The department manager or his designee, in the exercise of his judgment, shall not act unreasonably.

No employee in either group will be entitled to receive more than a total of three (3) additional vacation days under the above program(s).

An employee shall either be eligible for the above-defined sick leave/vacation benefit under Group I or Group II, but shall not be eligible for both groups.

4. Sick Leave Annual Incentive

Effective July 1, 2011, eligible employees shall redeem two (2) sick leave days to receive the following sick leave incentive:

Sick Leave Use

Zero days, less than one (1) day used	\$625
One day, less than two (2) days used	\$525
Two days, less than three (3) days used	\$475
Three days, less than four (4) days used	\$425

Payable the first full payroll week of December.

In the determination of sick leave use utilization (i.e., 3 days), sick leave days taken due to extended illness and directly attributed thereto or actual hospitalization of days in excess of three shall not be considered.

Failure to elect to redeem such sick leave days shall disentitle the eligible employee to any redemption. Unredeemed sick leave shall continue to accumulate to the same extent as is provided by this contract.

Employees eligible for the annual sick leave redemption shall forward, in writing, to the department head, their election to redeem such within three (3) days of December 1.

Employees eligible to redeem his/her sick leave days for the sick leave annual incentive payments may instead redeem such sick days for the compensation specified and have such monies put into the Town's deferred compensation plan, i.e., International City Manager's Association program. Notice of such option must be provided the Town in writing at the time the employee elects to so redeem, and the employee must execute all papers, documents and agreements required for participation in such deferred compensation plan.

5. **Funeral Leave** (Not to be charged against accumulated sick leave)

In connection with each death in the immediate family, an employee shall be entitled to receive, with pay, up to three (3) working days within the four (4) days beginning with the death as funeral leave, plus one (1) additional day if unusual travel conditions exist. The phrase "immediate family" means death of a spouse, the employee's children, grandchildren, step-children, the employee's parents, step-parents, grandparents or parents-in-law, the employee's brothers or sisters or a person residing in the household at the time of death or hospitalization.

An employee shall be granted, with pay, one day for the purpose of attending the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew. An additional day, with pay, will be granted if unusual travel conditions exist.

6. **Leave for Other Personal Necessity** (Not to be charged against accumulated sick leave)

With the approval of the department head, an employee shall be allowed to be absent up to three (3) days in any calendar year when the employee is forced, by reason of moral, legal or other obligation, to be absent. Such absences need not constitute emergencies. An absentee report form will be transmitted with the payroll slip indicating absence for personal necessity and the specific reason for the absence. Such approval shall not be unreasonably withheld. Leave for personal time maybe used in two-hour increments.

Article 10 - Jury Pay

The Employer agrees to make up the difference in an employee's wages between the normal week's wages and compensation received for actual time sitting as a juror or required to be away from his duty station due to juror obligations. The employee must report back to work when not so obligated for the remainder of the shift.

Article 11 - Health and Welfare

Section 1. Upon expiration of any contracts presently in effect and all future contracts between carriers and the Employer dealing with medical coverage, DIEG will be fully informed by any negotiations dealing with coverage that effects its members and may make inquiries and advise the Employer of desires of the employees.

The Town agrees that should the Town accept G.L. (Ter. Ed.) c.32B, s. 7A, and should the Town agree to provide a greater sharing of premium cost to any unit of employees, then the employees covered by this Unit will be afforded such premium.

The Town agrees that should the Town agree to increase medical and hospital benefits for any Unit employees, this increased benefit will be afforded the employees covered by this Unit.

The Town agrees that should any changes occur in the Town through bargaining with any unit of employees dealing with life insurance coverage, then it shall, upon written request of DIEG, reopen all negotiations on said subject.

Effective December 1, 2000, the life insurance death benefit for eligible employees is \$10,000. Optional life insurance death benefit coverage available to permanent employees shall continue, at the employee's cost, for the duration of this Agreement, unless re-opened for negotiation by the Town.

The parties hereto are involved in coalition collective bargaining under C.150E concerning health insurance benefits for Fiscal 1993, which bargaining is on-going. It is understood and agreed between the parties that the parties hereto shall continue the ongoing process of collective bargaining concerning health insurance benefits, pursuant to and subject to C.150E.

Section 2. An employee who signs up with a Town-approved health club, who pays his/her membership and fully participates in the health fitness program at the club for the period of a year,

shall be eligible for reimbursement by the Town of a sum up to two hundred and fifty dollars (\$250) of his/her membership payment, reimbursable as follows:

After the employee's thirty-eight visits and participation is confirmed, the employee shall be reimbursed one hundred and twenty-five dollars (\$125) within thirty (30) days.

After the employee's seventy-five (75) visits and participation, if confirmed, the balance of the monies, up to one hundred and twenty-five (\$125) (or less) of the amount paid by the employee shall be reimbursed within thirty (30) days.

Provided:

1. The employee has completed a minimum total of seventy-five (75) visits to the health club, has fully participated in the fitness health program and has satisfactorily demonstrated his/her fitness condition improvement from the date of his/her entry into the program at the beginning of the year and his/her fitness condition at the end of the year.

2. The employee will be tested at the beginning of the program by the club to determine weight, body fat content, fitness, flexibility, life cycle (bike), sit ups, push-ups, and pulse rate and will be so retested at the end of the yearly program to demonstrate his/her improvement.

3. The employee will confirm at each reimbursement event, in writing to the Town, through the Department Head, that he/she has so fully participated in the program, has so attended the required minimum of reimbursement event visits during the year, has paid out-of-pocket the sum of money requested for reimbursement and has at the time continued to satisfy the physical fitness improvement standards.

A substantially comparable form and content should be developed and designed by the Town-approved health club to assist in the employee's development.

Article 12 - Classification Plan and Pay Rate

In this Agreement, and made a part of it as Appendix A, shall be listed the class titles and FLSA status for D.I.E.G. employees who are employed in the Electric Division of the Department of Public Works covered by this Agreement, along with the pay rate and range for each class title.

In this Agreement, and made a part of it as Appendix B, shall be listed the class titles and FLSA status for D.I.E.G. employees who are not part of the Electric Division of the Department of Public Works covered by this Agreement, along with the pay rate and range for each class title.

Subject to the following paragraphs, each employee employed in class titles below Range 9 who provides satisfactory performance shall receive the contractually defined salary step increase at six (6) month intervals,

Step rate increases may be provided to an employee prior to the expiration of the applicable twelve (12) month intervals for exceptional performance, as determined by the department head and reviewed and approved by the Town Manager.

The attached Performance Evaluation is applicable to all employees covered by this Agreement.

It is agreed and understood between the parties hereto that such adjusted pay scale(s) (wage increase across the board) shall not reflect any existing merit compensation wages now paid to certain employees. However, these employees will continue to receive their previously earned merit compensation annually. Effective July 1, 1989, and thereafter, future negotiated across-the-board increases, only, shall be applied to the pay scale.

Delete the Merit Compensation provisions and paragraphs contained in the FY 1996 collective bargaining Agreement between the parties.

The annual, weekly and hourly salaries of employees shall reflect the following across-the-board increases in base pay:

Effective July 1, 2017	2.25%
Effective July 1, 2018	2.25%
Effective July 1, 2019	2.25%

High Voltage

Provided the employee in the following positions or positions which may exist or may be created, is fully qualified to perform his/her duties on High Voltage as determined by the Electric Utility Director or designee, all such qualified Electrical Engineering employees, including but not limited to the positions Director of Engineering and Operations, Systems Engineer, Senior Electrical Engineering Technician, Electrical Engineering Technician, Electrical Distribution Engineer, Senior Electrical Distribution Engineer and Electrical Engineer shall perform and/or continue to perform High Voltage work duties.

No D.I.E.G. Electric Division positions shall be eligible for High Voltage compensation; which compensation has been incorporated in the annual wage

Red Tag

All fully-qualified Electrical Engineering employees, as determined by the Electric Utility Director or designee, or position which may now exist or may be created, who will be qualified for Switchman (Red Tag, Authorized Persons) duties and assignments, such qualifications, as determined by the Danvers Electric Switching and Red Tag Rules and who continue to be so qualified, including but not limited to, the positions of Director of Engineering and Operations, Systems Engineer, Electrical Distribution Engineer, Distribution Engineer, Senior Electrical Engineering Technician, and Electrical Engineer shall perform and/or continue to perform Red Tag work duties.

No D.I.E.G. Electric Division positions shall be eligible for Red Tag compensation; which compensation has been incorporated in the annual wage.

(A) License Stipends

Effective July 1, 2014, License Stipends for Licenses, Certifications or Qualifications for specific positions which may or may not be required under the employees' job title:

	Class 1	Class 2	Class 3	Class4
Wastewater	\$400	\$600	\$800	\$1,000
Distribution	\$400	\$600	\$800	\$1,000
Master Electrician	\$350 annually			
Journeyman Electrician	\$200 annually			
Master Plumber	\$350 annually			
Professional Engineer	\$350 annually			
Certified Law Enforcement Analyst	\$250 annually			
Hazardous Material Certification	\$1,000 annually			
Purchasing designation (MCPPO):	\$200 annually			
Computer A ⁺ certification:	\$200 annually.			

Employees above may be assigned duties involving or relating to his/her above qualifications.

Annual Compensation Pay

Annual Compensation Pay for the first one hundred (100) hours actually worked in excess of forty (40) hours per week shall be paid for the following positions: Street Supervisor, Fleet Supervisor, Buildings Supervisor, Trees & Grounds Supervisor, Distribution & Collection Supervisor, Director of Engineering Operations, Systems Engineer, Senior Distribution Engineer, HSE Maintenance & Project Manager Distribution Engineer, and Electrical Engineer. The annual compensation will be divided by twelve to determine the monthly rate of compensation and paid for each full month of such service.

The employee affected is eligible to receive such annual compensation if, in the given year, he/she works such one hundred (100) hours or less, but he/she is expected to work all required hours in the course of his/her position. These employees will receive, consistent with, and subject to, Town policy, for hours worked in excess of one hundred (100) hours compensatory time off at straight time.

Going forward, the rate is to be calculated on current hourly rate of each person for the 100 hours for each position. Rate to be adjusted in each year of the contract to reflect any agreed COLA increase.

Annual Compensation Pay for the first forty (40) hours actually worked in excess of forty (40) hours per week shall be paid for the following positions: DPW Information Systems Specialist, Network Administrator, Technical Support Specialist and Network Engineer. Rate to be calculated on current hourly rate of each person for the 40 hours for each position. Rate to be adjusted in each year of the contract to reflect any agreed COLA increase.

The annual compensation for each employee will be divided by twelve (12) to determine the rate of compensation per month and paid for each full month of such service. The affected employee may actually work the hours in excess of forty (40) hours or lesser hours to receive compensation, but he/she is expected to work all required hours in the course of his/her position.

Article 13 - No Strike Clause

DIEG hereby agrees and affirms that during the terms of this Agreement, or renewal or extension thereof, neither it nor any of its agents will engage in, incite or participate in, either directly or indirectly, any strike, sit-down, stay-in, slow-down work stoppage, withholding of services, concerted sick call-in or leave taking or intentionally unauthorized absences or any unlawful interferences with work.

Article 14 - Miscellaneous Provisions

1. **Bulletin Board** -- Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement may use the bulletin boards for notices of routine nature.
2. Should any provision of this Agreement be found to be in violation of any federal or state law by a court or competent jurisdiction, all other provisions of this Agreement will remain in full force and effect for the duration of this Agreement.
3. **Notice Language** -- In addition to actual notice directly given to DIEG, notices and/or writings mailed to and addressed to the DIEG President shall satisfy the requirements of notification or receipt whenever such is required or provided for by any Article herein.
4. **Access to Personnel Folder** -- Upon written request, an employee will have the opportunity to review his/her personnel folder, excluding material of a confidential nature, during the

regularly-scheduled daytime working hours, Monday through Friday, at a time and appointment convenient to both parties. The review must take place in the office of the department head or his/her designee's office and in the presence of the department head or designee and shall occur not more than twice per year without the approval of the department head. At the employee's expense, she or he will be offered a copy of any material not of a confidential nature held in said folder.

No material pertaining to an employee's personal conduct, personal service or personal character will be placed in his/her personnel folder, unless the employee has had an opportunity to review the material and affix his/her signature, mark or initial to such material. The employee's signature, initial or mark does not necessarily indicate concurrence with the contents thereof. The employee will also have the right to submit promptly a written answer to such material.

After notification or knowledge of such material, any neglect, refusal or failure for any reason of an employee to review, sign or provide such written response shall have no effect on the Town's right to place such material in the employee's personnel folder, nor effect the Town's right to use such material in its evaluations.

5. Tuition Reimbursement—Subject to funding, under the following provisions, the Town shall continue, as is its policy, to provide tuition reimbursement (including required course book(s)) to employees who, with advance department head approval, take courses in an approved program, at an accredited education institution, which course, in the judgment of the department head is related to the employee's work. It is understood that if the department head does offer prior approval for a requested course, that it is understood that funds are/will be available to reimburse the applicant under the provisions of this

section. The employee shall receive the following tuition reimbursement as determined by his/her grade achievement level:

1. Grade A or its numerical equivalent, seventy (70%) percent of reimbursement of tuition and required course book(s).
2. Grade B or its numerical equivalent, sixty (60%) percent of reimbursement of tuition and required course book(s).
3. Grade C or its numerical equivalent, fifty (50%) percent of reimbursement of tuition and required course book(s).
4. Such employee, so approved, must not be reimbursed by any other source and must pay out-of-pocket costs in advance of reimbursement and proof thereof
5. The Town will administer this program. The Town shall not discriminate or be capricious.

6. **Management Programs** -- The Town agrees that should a program in stress management or other like management/executive course/programs be offered for department heads and/or division heads, the opportunity, subject to funding and subject to department/division work coverage needs, shall be afforded full time employees in Grade 12 and above, if appropriate. Kinds of courses intended to include stress management courses and the like,

7. **Travel Allowance**

(A) Mileage Reimbursement: Consistent with, and subject to the current practice, the approved base mileage reimbursement shall be the Town Manager's published rate or the IRS published rate, whichever is greater.

(B) Mileage Monthly Stipends for specific positions in lieu of base mileage reimbursement rate:

The mileage monthly stipends are as follows:

T/P MGR/Chemist	275
Elect Inspector	575
Plumbing/Gas	575
Building Insp	575
Local Building	575
DPW Program Coordinator	220

Article 15 - Longevity

Employees shall be entitled to longevity payments pursuant to the following:

<u>Years of Employment</u>	<u>Compensation</u>
	FY18
5 years	350
10 years	625
15 years	700
20 years	750
25 years	800
30 years	850
35 years	900

In addition, employees shall be eligible to receive an additional \$250, provided that the eligible employee has used four or less sick leave days during each applicable twelve (12)-month calendar period from December 1 of any given year through November 30 of the succeeding year.

In the determination of sick leave utilization (i.e., 4 sick leave days), sick leave days taken due to extended illness, and directly attributed thereto, or actual hospitalization of days in excess of three, shall not be considered.

Article 16 - Service Fee

Indemnification/Reimbursement

DIEG agrees to indemnify the Town, make whole and save harmless the Town against all claims, suits, actions or other forms of liability of whatever nature, for all damages and financial loss which the Town may be required by any administrative agency, arbitrator, court or tribunal of competent jurisdiction to expend, incur, pay or suffer caused or occasioned by the deduction of such service fee from any employee(s) or out of the application (including defense of prosecution) of the terms of this service fee provision.

Article 17 - Standby Agreement

In order to provide twenty-four (24) hour coverage of Electric engineering, all fully qualified Electrical Engineering employee's positions now existing or as may be created, as determined by the Electric Utility Director or designee, including, but not limited to the positions of Director of Engineering and Operations, Systems Engineer, Senior Electrical Engineering Technician, Electrical Distribution Engineer and Senior Electrical Distribution Engineer shall be scheduled for standby shift coverage. A minimum of three (3) shall be scheduled to rotate standby shift coverage. In the event an employee scheduled for standby is not available because of sickness or injury, the most qualified employee, excluding the Director of Engineering and Operations, shall be assigned by the Electric Utility Director or designee.

Employees scheduled for standby coverage will be on-duty employees while actually working a regular workweek. The standby coverage work schedule will consist of all hours off duty during a twenty-four (24) hour period, seven (7) consecutive days and would commence Wednesday at 7:00 A.M. and end on the following Wednesday at 7:00 A.M. The seven (7) day standby coverage period would be rotated among each of the above positions to the extent feasible and to

provide an opportunity for such coverage to be afforded to each. Subject to the approval of the Electric Utility Director, the employee may, by mutual agreement, establish the work schedules and his/her backup work schedule. The schedule shall be established in writing and posted by the Electric Utility Director four (4) weeks in advance and shall be provided to the Public Works Director. The employee or his/her backup shall notify, as soon as possible, the Public Works Director if he/she is unable to work due to illness or injury. In the event an employee and his/her backup so scheduled is not available, due to illness or injury, the Town may assign another employee in the four (4) positions to fill in.

Effective on execution, the compensation for qualified and eligible employee(s) for standby coverage of the seven (7) day schedule shall include the regular beeper (pager), the MMWEC beeper and/or their successor, the stipend shall be as follows:

Effective July 1, 2016:

Monday through Friday	\$78.53
Weekends and Holidays	\$122.04

The employee on duty during the seven (7) day standby coverage schedule shall remain available so that he/she will always, during such duty shift(s), remain locally within such a distance so as to be reached by the beeper systems and to respond on-site within a maximum of thirty (30) minutes after receiving the call. The paging systems equipment shall be checked and monitored daily by the employee(s) to ensure its operational status. If inoperative, the employee shall immediately return the equipment to the local designated 24-hour service location for the replacement of the equipment.

If no replacement is available, the employee shall remain in the area and leave a phone number where he/she can be reached promptly by telephone. The employee shall not be required

to stay at home under such circumstances, but as above, shall be expected to be reached and available and to respond on-site within the maximum of thirty (30) minutes upon being reached.

Article 18 - Clothing Allowance

Effective Fiscal 2012, payable the last payroll week of September and in each year thereafter, an annual reimbursement of \$425 shall be paid to full-time employees in the positions designated in Appendix C, job descriptions, attached hereto and made a part hereof. Effective FY 2013 the clothing allowance shall be \$450.

Each employee in the bargaining unit is required, and shall report for work duty at all times, properly attired in work clothes and other work apparel appropriate for the safe and effective performance and completion of all assigned tasks and duties.

Employees in those current positions covered, which positions presently receive the total of \$50.00 for a clothing/cleaning allowance, shall be grandfathered and the \$50 shall be increased to \$75 effective Fiscal Year 2009, and \$125 effective in FY 2012. New employees employed hereafter in such positions, after execution of this Agreement are not eligible for the said \$125.00 clothing/cleaning allowance.

Article 19- Work Rest Period

In any twenty-four (24) hour period involving any normal work day (Monday through Friday), any employee who has worked continuously sixteen (16) hours or more shall, except in case of interruption of service, be entitled to be on standby duty for a period of eight (8) consecutive hours, and said employee shall be available for further duty that may be considered to be of any emergency nature. The compensation for such duty shall be a sum equal to the number of normal hours he would have worked at his regular rate.

Article 20

The parties' Alcohol and Controlled Substance Use and Testing Agreement is hereby attached hereto, incorporated herein and made a part hereof.

Article 21 - The Applicable Side Letters Between the Parties Remain Effective

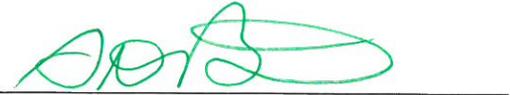
Relevant Side Letters, though not part of the collective bargaining Agreement or Memoranda of Agreements between the parties, remain effective. For information purposes, only, the parties have established Appendix D, which lists current relevant Side Letters.

Article 22 - Duration

Except as otherwise provided, this Agreement shall be effective for three (3) years commencing July 1, 2017 and shall continue to and including June 30, 2020. Either party intending to modify the Agreement shall give notice of such intent no later than January 2020. This Agreement shall remain in full force and effect until a new Agreement is executed.

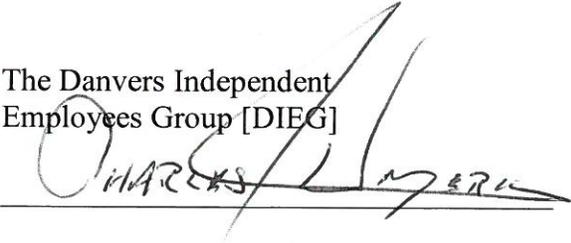
Signed this 6th day of DECEMBER 2017.

Town of Danvers

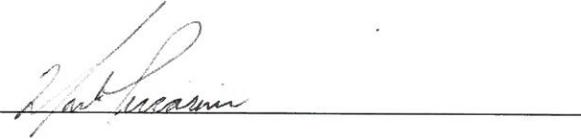


Steve Bartha, Town Manager

The Danvers Independent
Employees Group [DIEG]







Appendix A

Class titles, pay rates and ranges for D.I.E.G. employees in the Electric Division

<u>Description</u>	<u>Grade</u>	<u>Schedule</u>
ELEC ENGINEERING TECHNICIAN	22	DIEG
ELECTRICAL DISTRIBUTION ENGINEER	25	DIEG
SR. ELEC DIST ENGINEER	26	DIEG
INTEGRATED POWER RESOURCE DIR	27	DIEG
DIR. OF ENG. & OPER.	28	DIEG
HSE & MAINTENANCE PROGRAM MANAGER	25	DIEG
UTILITY ACCOUNTANT	13	DIEG
RECYCLING&ENERGY CONSERV COORD*	14	DIEG
MATERIALS MANAGER	16	DIEG
AMI DATA MANAGER	17	DIEG
INFORMATION SYSTEMS SPECIALIST	18	DIEG
SYSTEMS ENGINEER	27X	DIEG

* Indicates position is non-exempt under the Fair Labor Standards Act- all other positions are exempt.

Appendix B

Class titles, pay rates and ranges for D.I.E.G. employees not in the Electric Division

<u>Description</u>	<u>Sched- ule</u>	<u>Grade</u>
TECHNICAL SUPPORT SPECIALIST*	DIEG	14
NETWORK ADMINISTRATOR	DIEG	17
NETWORK ENGINEER	DIEGX	17
SAFETY ANALYST	DIEG	14
ALT. WIRING INSPECTOR*	DIEG	14
ALT. PLUMBING/GAS INSP*	DIEG	14
PLUMBING/GAS INSPECTOR	DIEG	14
WIRING INSPECTOR	DIEG	14
ASST. BLDG. INSPECTOR	DIEG	15
CIVIL ENGINEER III	DIEG	18
STREET SUPERVISOR	DIEGX	17
FLEET SUPERVISOR	DIEGX	17
CIVIL ENGINEER II	DIEG	17
CIVIL ENGINEER III	DIEG	18
WATER/SEWER SUPERVISOR	DIEG	19
WATER TREATMENT PLANT MANAGER	DIEG	18
BUILDINGS SUPERVISOR	DIEG	18
GROUNDS & FOREST SUPERVISOR	DIEG	17
PUBLIC HEALTH INSPECTOR	DIEG	15
STAFF PLANNER	DIEG	13
PRINCIPAL PLANNER	DIEG	16
ASST. DIRECTOR PLANNING	DIEGX	16

* Indicates position is non-exempt under the Fair Labor Standards Act- all other positions are exempt.

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 9 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.0000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	37,130.91	714.06	142.81	17.8514	142.81	1
2	39,027.25	750.52	150.10	18.7631	150.10	1
3	40,847.87	785.54	157.11	19.6384	157.11	1
4	42,971.55	826.38	165.28	20.6594	165.28	1
5	45,019.94	865.77	173.15	21.6442	173.15	1
6	47,712.91	917.56	183.51	22.9389	183.51	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 13 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.0000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	49,078.02	943.81	188.76	23.5952	188.76	1
2	51,770.37	995.58	199.12	24.8896	199.12	1
3	54,538.64	1,048.82	209.76	26.2205	209.76	1
4	57,497.86	1,105.73	221.15	27.6432	221.15	1
5	60,569.81	1,164.80	232.96	29.1201	232.96	1
6	64,248.91	1,235.56	247.11	30.8889	247.11	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 14 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.0000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	52,984.26	1,018.93	203.79	25.4732	203.79	1
2	55,905.20	1,075.10	215.02	26.8775	215.02	1
3	58,864.00	1,132.00	226.40	28.3000	226.40	1
4	62,049.31	1,193.26	238.65	29.8314	238.65	1
5	65,349.23	1,256.72	251.34	31.4179	251.34	1
6	69,216.78	1,331.09	266.22	33.2773	266.22	1

Town of Danvers
Bargaining Unit Salary Listing

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 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 15 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	57,223.09	1,100.44	220.09	27.5111	220.09	1
2	60,083.92	1,155.46	231.09	28.8865	231.09	1
3	63,088.48	1,213.24	242.65	30.3310	242.65	1
4	66,242.59	1,273.90	254.78	31.8474	254.78	1
5	69,555.20	1,337.60	267.52	33.4400	267.52	1
6	73,032.75	1,404.48	280.90	35.1119	280.90	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 16 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	59,014.38	1,134.89	226.98	28.3723	226.98	1
2	62,239.22	1,196.91	239.38	29.9227	239.38	1
3	65,614.43	1,261.82	252.36	31.5454	252.36	1
4	69,104.05	1,328.92	265.78	33.2231	265.78	1
5	72,820.59	1,400.40	280.08	35.0099	280.08	1
6	77,106.02	1,482.81	296.56	37.0702	296.56	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 17 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	62,352.37	1,199.08	239.82	29.9771	239.82	1
2	65,728.00	1,264.00	252.80	31.6000	252.80	1
3	69,216.78	1,331.09	266.22	33.2773	266.22	1
4	72,896.93	1,401.86	280.37	35.0466	280.37	1
5	76,802.96	1,476.98	295.40	36.9245	295.40	1
6	81,353.79	1,564.50	312.90	39.1124	312.90	1

Town of Danvers
Bargaining Unit Salary Listing

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 18 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	69,368.83	1,334.02	266.80	33.3504	266.80	1
2	73,085.79	1,405.50	281.10	35.1374	281.10	1
3	76,992.24	1,480.62	296.12	37.0155	296.12	1
4	81,126.86	1,560.13	312.03	39.0033	312.03	1
5	85,488.42	1,644.01	328.80	41.1002	328.80	1
6	90,456.91	1,739.56	347.91	43.4889	347.91	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 19 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	75,072.40	1,443.70	288.74	36.0925	288.74	1
2	79,209.31	1,523.26	304.65	38.0814	304.65	1
3	83,585.84	1,607.42	321.48	40.1855	321.48	1
4	88,165.79	1,695.50	339.10	42.3874	339.10	1
5	93,020.30	1,788.85	357.77	44.7213	357.77	1
6	98,135.86	1,887.23	377.45	47.1807	377.45	1

=====
 Bargaining Unit: DIEG -1 Danvers Ind Emp Grp Salary Base: H User Defined #1 .00
 Schedule: DIEG Pay Type: Hourly User Defined #2 .00
 Grade: 21 Hours in Year: 2,080.00 User Defined #3 .00
 Effective Date: 02-Jul-2017 Days in Period: 5.00 User Defined #4 .00
 COLA 2.25% Periods in Year: 52.000000 User Defined #5 .00
 Per Diem Days/Year: 260.000000
 =====

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	58,437.81	1,123.80	224.76	28.0951	224.76	1
2	60,164.00	1,157.00	231.40	28.9250	231.40	1
3	61,890.40	1,190.20	238.04	29.7550	238.04	1
4	63,616.38	1,223.39	244.68	30.5848	244.68	1
5	65,342.99	1,256.60	251.32	31.4149	251.32	1
6	67,070.85	1,289.82	257.96	32.2456	257.96	1
7	69,082.83	1,328.52	265.70	33.2129	265.70	1
8	71,155.14	1,368.37	273.67	34.2092	273.67	1
9	72,578.06	1,395.73	279.15	34.8933	279.15	1

Town of Danvers
Bargaining Unit Salary Listing

```

=====
Bargaining Unit: DIEG -1 Danvers Ind Emp Grp          Salary Base: H
Schedule:        DIEG                                     Pay Type: Hourly
Grade:          22                                     Hours in Year: 2,080.00
Effective Date: 02-Jul-2017                            Days in Period: 5.00
COLA 2.25%                                             Periods in Year: 52.000000
Per Diem Days/Year: 260.000000
=====
Step Annual Period Daily Hourly PerDiem Tier#
-----
1 69,871.36 1,343.68 268.74 33.5920 268.74 1
2 72,032.90 1,385.25 277.05 34.6312 277.05 1
3 74,259.74 1,428.07 285.61 35.7018 285.61 1
4 76,557.31 1,472.26 294.45 36.8064 294.45 1
5 78,924.56 1,517.78 303.56 37.9445 303.56 1
6 81,366.06 1,564.73 312.95 39.1183 312.95 1
7 83,807.36 1,611.68 322.34 40.2920 322.34 1
8 86,321.25 1,660.02 332.00 41.5006 332.00 1
9 88,047.65 1,693.22 338.64 42.3306 338.64 1
=====
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00
=====

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=====
Bargaining Unit: DIEG -1 Danvers Ind Emp Grp          Salary Base: H
Schedule:        DIEG                                     Pay Type: Hourly
Grade:          23                                     Hours in Year: 2,080.00
Effective Date: 02-Jul-2017                            Days in Period: 5.00
COLA 2.25%                                             Periods in Year: 52.000000
Per Diem Days/Year: 260.000000
=====
Step Annual Period Daily Hourly PerDiem Tier#
-----
1 74,708.82 1,436.71 287.34 35.9177 287.34 1
2 77,019.90 1,481.15 296.23 37.0288 296.23 1
3 79,401.71 1,526.96 305.39 38.1739 305.39 1
4 81,857.36 1,574.18 314.84 39.3545 314.84 1
5 84,389.97 1,622.88 324.58 40.5721 324.58 1
6 87,000.16 1,673.08 334.62 41.8270 334.62 1
7 89,610.35 1,723.28 344.66 43.0819 344.66 1
8 92,298.75 1,774.98 355.00 44.3744 355.00 1
9 94,144.54 1,810.47 362.09 45.2618 362.09 1
=====
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00
=====

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=====
Bargaining Unit: DIEG -1 Danvers Ind Emp Grp          Salary Base: H
Schedule:        DIEG                                     Pay Type: Hourly
Grade:          25                                     Hours in Year: 2,080.00
Effective Date: 02-Jul-2017                            Days in Period: 5.00
COLA 2.25%                                             Periods in Year: 52.000000
Per Diem Days/Year: 260.000000
=====
Step Annual Period Daily Hourly PerDiem Tier#
-----
1 83,814.02 1,611.81 322.36 40.2952 322.36 1
2 86,405.90 1,661.65 332.33 41.5413 332.33 1
3 89,077.87 1,713.04 342.61 42.8259 342.61 1
4 91,834.08 1,766.04 353.21 44.1510 353.21 1
5 94,673.28 1,820.64 364.13 45.5160 364.13 1
6 97,602.34 1,876.97 375.39 46.9242 375.39 1
7 100,530.35 1,933.28 386.66 48.3319 386.66 1
8 102,541.09 1,971.94 394.39 49.2986 394.39 1
=====
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00
=====

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Town of Danvers
Bargaining Unit Salary Listing

Bargaining Unit: DIEG -1 Danvers Ind Emp Grp
 Schedule: DIEG
 Grade: 26
 Effective Date: 02-Jul-2017
 COLA 2.25%

Salary Base: H
 Pay Type: Hourly
 Hours in Year: 2,080.00
 Days in Period: 5.00
 Periods in Year: 52.000000
 Per Diem Days/Year: 260.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	87,139.73	1,675.76	335.15	41.8941	335.15	1
2	89,834.58	1,727.59	345.52	43.1897	345.52	1
3	92,613.04	1,781.02	356.20	44.5255	356.20	1
4	95,477.41	1,836.10	367.22	45.9026	367.22	1
5	98,429.97	1,892.88	378.58	47.3221	378.58	1
6	101,475.30	1,951.45	390.29	48.7862	390.29	1
7	105,534.62	2,029.51	405.90	50.7378	405.90	1
8	108,700.59	2,090.40	418.08	52.2599	418.08	1
9	110,874.61	2,132.20	426.44	53.3051	426.44	1

Bargaining Unit: DIEG -1 Danvers Ind Emp Grp
 Schedule: DIEG
 Grade: 27
 Effective Date: 02-Jul-2017
 COLA 2.25%

Salary Base: H
 Pay Type: Hourly
 Hours in Year: 2,080.00
 Days in Period: 5.00
 Periods in Year: 52.000000
 Per Diem Days/Year: 260.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	94,270.80	1,812.90	362.58	45.3225	362.58	1
2	97,186.13	1,868.96	373.79	46.7241	373.79	1
3	100,191.52	1,926.76	385.35	48.1690	385.35	1
4	103,196.50	1,984.55	396.91	49.6137	396.91	1
5	106,484.77	2,047.78	409.56	51.1946	409.56	1
6	109,779.07	2,111.14	422.23	52.7784	422.23	1
7	113,072.34	2,174.47	434.89	54.3617	434.89	1
8	115,333.71	2,217.96	443.59	55.4489	443.59	1

Bargaining Unit: DIEG -1 Danvers Ind Emp Grp
 Schedule: DIEG
 Grade: 28
 Effective Date: 02-Jul-2017
 COLA 2.25%

Salary Base: H
 Pay Type: Hourly
 Hours in Year: 2,080.00
 Days in Period: 5.00
 Periods in Year: 52.000000
 Per Diem Days/Year: 260.000000

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	109,643.87	2,108.54	421.71	52.7134	421.71	1
2	113,034.27	2,173.74	434.75	54.3434	434.75	1
3	116,530.13	2,240.96	448.19	56.0241	448.19	1
4	120,135.39	2,310.30	462.06	57.7574	462.06	1
5	123,850.48	2,381.74	476.35	59.5435	476.35	1
6	127,683.09	2,455.44	491.09	61.3861	491.09	1
7	132,789.70	2,553.65	510.73	63.8412	510.73	1
8	136,773.52	2,630.26	526.05	65.7565	526.05	1
9	142,191.71	2,734.46	546.89	68.3614	546.89	1

Town of Danvers
Bargaining Unit Salary Listing

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=====
Bargaining Unit: DIEG      -1  Danvers Ind Emp Grp      Salary Base: H
Schedule:       DIEGX
Grade:          16
Effective Date: 02-Jul-2017
COLA 2.25%
=====

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=====
Step Annual Period Daily Hourly PerDiem Tier#
=====

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Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	60,645.73	1,166.26	233.25	29.1566	233.25	1
2	63,983.50	1,230.45	246.09	30.7613	246.09	1
3	67,358.72	1,295.36	259.07	32.3840	259.07	1
4	70,962.32	1,364.66	272.93	34.1165	272.93	1
5	74,792.64	1,438.32	287.66	35.9580	287.66	1
6	79,268.59	1,524.40	304.88	38.1099	304.88	1

```

=====
Bargaining Unit: DIEG      -1  Danvers Ind Emp Grp      Salary Base: H
Schedule:       DIEGX
Grade:          17
Effective Date: 02-Jul-2017
COLA 2.25%
=====

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=====
Step Annual Period Daily Hourly PerDiem Tier#
=====

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Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	64,097.28	1,232.64	246.53	30.8160	246.53	1
2	67,852.10	1,304.85	260.97	32.6212	260.97	1
3	71,910.59	1,382.90	276.58	34.5724	276.58	1
4	76,120.30	1,463.85	292.77	36.5963	292.77	1
5	80,633.49	1,550.64	310.13	38.7661	310.13	1
6	85,829.54	1,650.57	330.11	41.2642	330.11	1

```

=====
Bargaining Unit: DIEG      -1  Danvers Ind Emp Grp      Salary Base: H
Schedule:       DIEGX
Grade:          27
Effective Date: 02-Jul-2017
COLA 2.25%
=====

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=====
Step Annual Period Daily Hourly PerDiem Tier#
=====

```

Step	Annual	Period	Daily	Hourly	PerDiem	Tier#
1	98,079.28	1,886.14	377.23	47.1535	377.23	1
2	101,112.34	1,944.47	388.89	48.6117	388.89	1
3	104,238.99	2,004.60	400.92	50.1149	400.92	1
4	107,365.65	2,064.72	412.94	51.6181	412.94	1
5	110,786.62	2,130.51	426.10	53.2628	426.10	1
6	114,214.05	2,196.42	439.28	54.9106	439.28	1
7	118,782.56	2,284.28	456.86	57.1070	456.86	1
8	122,346.22	2,352.81	470.56	58.8203	470.56	1
9	127,239.84	2,446.92	489.38	61.1730	489.38	1

```

=====
Hours in Year: 2,080.00
Days in Period: 5.00
Periods in Year: 52.000000
Per Diem Days/Year: 260.000000
=====

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=====
Hours in Year: 2,080.00
Days in Period: 5.00
Periods in Year: 52.000000
Per Diem Days/Year: 260.000000
=====

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=====
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00
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=====
User Defined #1 .00
User Defined #2 .00
User Defined #3 .00
User Defined #4 .00
User Defined #5 .00
=====

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Town of Danvers
Bargaining Unit Salary Listing

Selection Legend:

Bargaining Unit: 'DIEG 1'

Effective Date: '07022017'

Appendix C

Positions Receiving Cleaning Allowance

Integrated Power Resources Director
Materials Manager
Energy Conservation Coordinator/Recycling Coordinator
Assistant Director of Planning

Positions Receiving Clothing Allowance

Electrical Inspector
Asst. Building Inspector
Plumbing Inspector
Water Treatment Plant Manager
Water/Sewer Distribution Supervisor
Street Supervisor
Fleet Supervisor
Buildings Supervisor
Tree & Grounds Supervisor
Sr. Electric Engineer Tech
Electrical Engineer
Director of Engineering and Operations
Electric Distribution Engineer
Sr Electric Distribution Engineer
Civil Engineer II
Civil Engineer III
Sr. Civil Engineer
Sanitarian
Staff Planner
Senior Planner
EIS Technician
HSE & Maintenance Program Manager
Systems Engineer

Appendix D

Side Letters

None