

**Agreement Between**

**The Town of Danvers**

**And**

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

**Employees, AFL-CIO State Council #93, Local 1098**

**July 1, 2017– June 30, 2020 - Unit D**

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This Agreement entered into by the Town of Danvers, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, AFL-CIO, State Council 93, Local 1098, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment

#### **ARTICLE 1 - RECOGNITION**

The employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages hours and other conditions of employment for all employees in Unit D, Certification Number MCR-2423. The accounting clerk (employee benefits) position in the Human Resources Office is excluded from the Unit D.

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

#### **ARTICLE 2 - MANAGEMENT'S RIGHTS**

Except as otherwise expressly and specifically provided in the 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, the Union 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 the Union to represent the employees covered hereby in the grievance procedure provided in this Agreement and any other procedure dealing with employee representation rights.

#### **ARTICLE 3 - UNION DUES**

Employees who are members of the Union shall tender monthly membership dues by signing an Authorization of Dues Form, mutually satisfactory to the Employer and to the Union.

During the life of this Agreement, and in accordance with the terms of such form of authorization, the Employer agrees to deduct Union membership dues levied in accordance with the constitution of the Union from the pay of each employee who executes or has executed such a form, and remit the aggregate amount to the Treasurer of the Union along with a list of employees who have had dues deducted. The Employer will make every effort to make remittance of dues on a weekly basis. Dues may be revoked by a 60-day written notification by the employee to the Employer.

#### **ARTICLE 4 - DISCRIMINATION AND COERCION**

There shall be no discrimination, coercion or intimidation exercised by the Employer, its foremen, superintendents or other agents against any employee by virtue of his/her participation in Union affairs and, furthermore, the Employer agrees that there shall be no discrimination against any employee for his/her adherence to any provision of this Agreement.

The Union, its officers or members, shall not intimidate or coerce employees in exercising their legal right from joining or refraining from joining an employee organization.

The Union agrees that it will not coerce, intimidate or discriminate against any employee covered by this Agreement performing any authorized functions of a supervisory nature.

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

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

A grievance is a complaint of one or more employees or the Union 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.

Step 1. The aggrieved employee, with or without his Union representative, shall in writing present his/her grievance within seven (7) days of the occurrence giving rise to the grievance, or within seven (7) days of knowledge of said occurrence, to the employee's appropriate supervisor (not a member of the bargaining unit). Such supervisor will respond in writing within five (5) 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 shall 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 representative of the Union within five (5) full working days of the receipt of the grievance documents, or he/she or his/her 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 documents. Upon the conclusion of the hearing, the Department Head or his/her designee shall transmit to the representative of the Union his/her decision in writing within fifteen (15) full working days. Failure to respond within the time limits 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 response is received, or within three (3) full working days after the expiration of the time limit of Step 2, if no response is received. The Town Manager shall have the option of responding to the representative of the Union within five (5) full working days of the receipt of the grievance documents, or he or his designee shall convene a hearing as soon thereafter as is practicable to resolve the grievance, but such hearing shall not be convened more than twenty-one (21) full working days after the receipt of said documents. On the conclusion of the hearing the Town Manager or his designee shall transmit to the representative of the Union his decision in writing within fifteen (15) full working days. Failure to respond within the time limit(s) shall be understood to be 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 herein 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 his/her normal duty shall be added to any of the time limitations set forth.
- (c) The words "Union Representative" or "Representative of the Union" shall mean the President of the Union, or his/her 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 the Union within ten (10) days after notice has been given. If the parties fail to select an arbitrator, the State Board of Conciliation and Arbitration shall be requested by either or both parties to provide a panel of five (5) qualified persons. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike one name, the other party shall then strike one name. The process will be repeated, and the remaining person shall be the arbitrator.

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 in accordance with the Labor Arbitration rules of that association.

The award of an arbitrator so selected upon any grievance subject to arbitration as herein provided shall be final and binding upon all parties to this agreement, provided that no arbitrator shall have any authority or jurisdiction to add to, detract from, in any way alter the provisions of this Agreement, or determine the arbitrability of any issue. The expenses of his/her services shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

#### **ARTICLE 6 - SENIORITY**

Each current employee shall retain his/her existing seniority, Town-wide and Unit D seniority, subject to the explicit amendments herein relating to such employee seniority in Article 13, Vacations, and Article 12, Holidays, Day after Thanksgiving. If an employee leaves the employ of the Town and returns within a year to a position covered by this Agreement, the employee shall

recoup his/her accrued seniority, Town-wide and Unit D, although the employee shall not earn seniority during the period of non-employment.

#### **ARTICLE 7 - 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 the 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.

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 or from within the Town employ shall be subject to the grievance procedure by employees who applied from within the Unit but were not appointed.

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 the Union President in advance of the appointment and meet to discuss the 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 Acts of 1949 (Danvers Town Manager Act).

#### **ARTICLE 8 - HOURS OF WORK FOR UNIT D**

Except as otherwise provided in this Agreement the regular hours of work each day shall be consecutive, except for interruption for meal periods.

Except for employees in continued emergency or part-time operations, employees shall work thirty-seven and one-half (37½) hours per week as scheduled by the Department Head. Provided the Town posts the employee's work schedule two (2) weeks in advance, the Town may schedule the employee's one-half work day on any day of the employee's work week. Employee(s) in a single, full-time employee office shall work an average of thirty-seven and one-half (37½) hours per week, as scheduled by the Department Head where the attached schedule is not feasible for departmental operations.

Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for emergency situations or operational needs of the department as determined by the department head, normal work scheduled shall not be changed unless the Union is notified at least ten (10) working days in advance. Special work weeks and special work schedules, and shift schedules, not conforming to the provisions of this Article, will not be established unless the Union is notified ten (10) working days in advance.

Employees assigned to perform overtime work shall be eligible for overtime compensation at the rate of time and one-half his or her hourly rate of pay for each hour worked in excess of forty (40) hours per week. It is mutually agreed overtime will not be paid for the same hours more than once. Overtime must be approved, prior to its occurrence, by the Department Head.

The employee(s) who are out sick on a day during the work schedule set forth above shall be charged one sick leave day whether or not the employee is working an eight-hour scheduled day or less consistent with the present Town practice.

Regardless of the number of hours in a work day that the employee is scheduled to work, an employee who does not work during any day of his/her weekly work schedule will for paid for a full eight-hour day for eligible holiday pay purposes and shall be charged for a full eight-hour day, whether for sick leave, vacation leave, funeral leave, and personal day leave. One-half days for any leave purpose shall not be granted or allowed in any short day (i.e., a work day schedule less than seven and one-half hours). One-half day for any leave purpose shall be charged as four hours.

Where the department head or division head has established an employee alternate work week schedule for Thursday shifts, an employee may request of the department head, division head or authorized supervisor to secure a qualified Unit D replacement, working the alternate shift on that Thursday, to replace him or her, or vice versa, and swap shifts. It is agreed that the Town

representative shall approve a request, if requested with two (2) days advance notice, provided department operational needs and the Unit D minimum staffing need(s) are met, and no overtime or other additional compensation or economic benefit is required. It is agreed that this provision is designed and intended to meet unusual circumstances, and shall not be utilized by an employee(s) on a regular or routine basis. The Employer shall not unreasonably deny such a request.

#### **ARTICLE 9 - OVERTIME**

All work performed in excess forty (40) hours in one (1) week shall be paid for at the rate of one and one-half the employee's regular rate. With the approval of the Department Head, an employee may take compensatory time off in lieu of overtime pay at the rate of one and one-half hours off for each hour worked. Such compensatory time off shall be taken at a time mutually agreed to by the employee and his/her Department Head. Compensatory time must be taken within one (1) month of the overtime worked, unless expressly authorized to the contrary by the Department Head.

Overtime will not be paid for less than eight (8) hours in one day. It is understood that there will be no pyramiding of overtime. Pyramiding refers to the combination of daily and weekly overtime payments. It is mutually agreed overtime will not be paid for the same hours more than once. Overtime must be approved prior to its occurrence by the Department Head. Effective September 7, 1986, an employee working greater than 8 hours in a work day shall be paid at time and one-half. Employees who work five 8-hour days will not be paid overtime until greater than 40 hours.

Excluding call-back, call-in or holdover, should any employee(s) be assigned in advance to work planned overtime, the employee(s) shall be guaranteed a minimum of four (4) hours pay at time and one-half his/her regular hourly rate, provided the employee works the planned overtime and works during said work week more than 37.5 regular hours, including and limited to vacation leave, sick leave, personal leave and funeral leave taken by an employee.

#### **ARTICLE 10 - UNION REPRESENTATIVES**

A written list of Union representatives shall be furnished to the Employer immediately after their designation, and the Union shall promptly notify the Employer in writing of any changes.

The Union President or his designee shall be allowed to investigate and settle grievances between the hours of 1 p.m. and 4 p.m. on Thursday afternoons, after making arrangements with his or her immediate Division Head, and the Department Head where the grievant is employed, and after receiving approval. Such approval shall not be summarily or arbitrarily withheld by the Town. This restriction does not apply to disciplinary actions involving suspension or dismissal. Upon return to his or her normal place of work, such representative shall notify his or her immediate Division (Department) Head from whom approval was granted, if such Division (Department) Head is then available, otherwise the representative shall notify his or her immediate supervisor of his or her return.

During collective bargaining sessions conducted during the normal work day the Union shall have no more than two (2) Union members plus the President of the Unit or his or her designee.

The Employer agrees to permit a representative(s) of the American Federation of State, County and Municipal Employees, AFL-CIO, to enter the premises only for investigating or processing grievances or normal servicing, provided that such representative(s) do/does not interfere with the performance of the work group, and provided that the executive officer in charge of the activity is first contacted by such representative(s).

No Town employee may conduct Union business during working hours.

#### **ARTICLE 11 - MEAL PERIODS**

All employees shall be granted a meal period of one (1) hour's duration during each work shift. When an employee works four (4) hours or more beyond his/her regular shift, the employee shall be granted time off to eat, but not to exceed thirty (30) minutes, with pay.

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

Should an employee covered by this Agreement, because of excessive work load, state, federal or local elections, understaffing and like emergency need, be assigned to, or called back, called in or held over, the employee shall be entitled to receive a meal reimbursement allowance of \$5.75 for each five (5) hour period worked consecutively prior to the commencement of his or her regular starting time or such period(s) worked after the employee's regular quitting time. Employees shall not be entitled to receive more than one \$5.75 reimbursement for any such five

(5) hour period so worked, but in no event shall it exceed three such reimbursements in any twenty-four (24) hour period.

If an employee is assigned to, held over or called back to such work on a holiday, Saturday or Sunday, or his or her non-regularly scheduled workday, then the employee shall receive a meal reimbursement allowance of \$5.75 for the initial consecutive eight hours of work and an additional meal reimbursement of \$5.75 for subsequent consecutive five (5) hour work periods, but in no event shall such reimbursement exceed three such reimbursements in any twenty-four (24) hour period.

#### **ARTICLE 12 - REST PERIODS**

All employees' work schedules shall provide for a fifteen (15) minute rest period during the morning shift. Employees during their rest period will remain in the building where he/she is working or will remain on the building site where he/she is working.

#### **ARTICLE 13 - 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
Washington's Birthday	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Christmas Day
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.

On the day after Thanksgiving, the Town agrees to establish a skeletal crew as determined by each Department Head. For those required to work the skeletal crew, straight time compensatory time off at a later date will be provided as scheduled by the Department Head. The determination of seniority to establish a skeleton crew as determined by each Department Head shall be determined by seniority in Unit D, not Town-wide seniority.

If a paid holiday occurs within an employee's vacation period, the day of the holiday shall not be charged against accrued vacation and he/she shall be paid for the holiday.

**ARTICLE 14 - LEAVE PERTAINING TO VACATION, SICK TIME & 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. Vacation Accrual

Every employee who works a regular schedule of twenty (20) hours or more per week shall accrue vacation benefits 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 approval for permanent classification and authorization from the immediate Supervisor or Department Head.

For employees hired after July 1, 2011 (this change is not intended to alter the current method by which employees become eligible for fifteen and twenty vacation days), the following applies:

Employees hired on or before the 15<sup>th</sup> of January of a given year, but no later than the 30<sup>th</sup> of June, shall be eligible for five vacation days to be used during the remainder of the first calendar year of employment.

Employees hired after June 30<sup>th</sup> 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:

	July	August	September	October	November	December
Vac. days:	4	3	2	1	0	0

On January 1<sup>st</sup> in each year following the employee's date of hire, such employee will be eligible for ten vacation days.

The parties agree that this language results in the Town advancing a new employee vacation time prior to it actually being earned under the usual accrual schedule. If a new employee resigns his/her position after having used unearned vacation time, the parties agree that the Town may deduct any advanced but not earned vacation time from that employee's final check.

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 follows:

-through the fifth (5<sup>th</sup>) year of employment, 5/6 of a work day per month (2 weeks);

- from the beginning of the sixth (6<sup>th</sup>) year through the tenth (10<sup>th</sup>) year of employment 1-1/4 work days per month (3 weeks);
- from the beginning of the eleventh (11<sup>th</sup>) year of employment, 1-2/3 work days per month (4 weeks)
- during the calendar year in which the employee completes his or her twentieth (20<sup>th</sup>) anniversary date of employment, he or she shall be eligible to receive a fifth week of vacation (25 work days).

Excepting employees hired on or after January 1, 1983, during the calendar year in which the employee completes his or her fifteenth (15<sup>th</sup>), sixteenth (16<sup>th</sup>), seventeenth (17<sup>th</sup>), eighteenth (18<sup>th</sup>), and nineteenth (19<sup>th</sup>) anniversary date of employment, he or she shall be entitled to receive an additional day of vacation for each such year so as to provide a maximum of five (5) work days in such nineteenth (19<sup>th</sup>) year and subsequent years of employment.

A permanent part-time employee who works a regular schedule of twenty (20) hours of more per week is entitled to a pro-rated, full-time vacation benefit based on the employee's scheduled hours. An employee who has qualified for vacation benefits but is currently working less than regular schedule of twenty (20) hours per week will be entitled to the benefits accrued.

Any employee who is injured and out of work on workmen's compensation, or who is on sick leave, who is confined to his/her home by a physician or hospitalized and continues disabled through December 31, so that his annual vacation time cannot be used, shall not lose such vacation time; however, he shall take the same as soon as possible after the first of the next year, after making arrangements with the Department Head so as not to interfere with department operations and manning.

An employee shall be entitled to carry over up to five (5) calendar-year vacation days into the next calendar year, but such shall not be further cumulative. With the approval of the Department Head, a written request for such carry-over vacation time shall be provided, subject to scheduling and staffing needs and provided such vacation time will not require or result in overtime. Such carry-over vacation time shall not interfere with any other employee's right to utilize his/her first two (2) weeks of vacation leave. The Department Head, in the exercise of his judgment, shall not act unreasonably.

The vacation leave utilization of employees shall be based on a rotating schedule. Seniority status to determine eligibility for vacation leave shall be based on the employee's Town-wide seniority, with the seniority of employees in Unit D utilized to determine vacation leave for employees for calendar year 1995 and every alternate year thereafter. A newly hired or transferred employee's continuous length of service in Unit D shall determine his/her vacation seniority eligibility.

2. Vacation Scheduling

The Department Head shall approve the scheduling of an employee's vacation benefit, taking into consideration the work schedule and needs of the department, the request of the employee and the requests of other employees.

Effective January 1, 1981, all employees shall submit his or her preference in available vacation dates to the appropriate Department Head or supervisor by April 1. The Department Head or Supervisor shall, within ten (10) working days, compile and make available a written vacation schedule, and the employees shall have seven (7) days to resolve any conflicts. When there is a conflict between the vacation requests of two or more employees, the employees with the greater seniority shall prevail in the choice of the vacation period.

Any employee who submits a request after April 1<sup>st</sup> shall have his or her vacation scheduled without consideration of his or her seniority in case of conflict. Vacation requests submitted after April 1 shall require three (3) weeks' advance written notice to the Department Head and shall require the approval of the Department Head, as specified above.

With the approval of the Department Head or Supervisor, and upon forty-eight (48) hours' notice, the employee's request for single vacation days or dates less than one week may be granted. When there is a conflict between such vacation request by two or more employees, such employee with the greater seniority shall prevail in the choice of the vacation period.

Employees covered by this Agreement shall be entitled to utilize vacation leave in periods of one-half days provided such does not interfere with the operation of the Department operations and staffing and further provided that the Department Head approves. Employee(s) shall not be granted nor allowed one-half vacation day leaves on a short day (i.e., any workday schedule of less than seven and one-half hours). The one-half day shall be charged as four hours (i.e., one-half of a

full eight hours). When there is conflict between such vacation requests of two or more employees, such employees with the greater seniority shall prevail in the choice of the vacation period.

Subject to, and otherwise in conformity with, the Town Personnel Policy and practice: "vacation accrual is based upon the calendar year from January to December and vacation time accrued in one calendar year must be taken within the next calendar year.

An employee may not exceed his or her normal yearly vacation allowance during any calendar year.

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.

The parties agree to continue to bargain and discuss the Town demand involving shut down of part or all of Town plant as it affects vacation scheduling of employees affected who have accrued more than two weeks of vacation.

### 3. Sick Leave

Except as provided for hereinafter sick leave shall be credited January 1 of each calendar year as follows:

Fifteen (15) days per year until the maximum of two hundred (200) cumulative days are reached. Employees hired after June 17, 1991, shall only accumulate sick leave to a maximum of one hundred eighty-five (185) days.

Newly hired employees shall be entitled to one (1) sick leave day accrual for each full month of employment with the Town until the January 1 following the employee's anniversary date, at which time the employee will receive fifteen (15) sick leave days effective that January. Subject to the above provisions to the extent applicable, permanent part time employees will accrue sick leave benefits on a pro rata basis.

Employees who leave work due to illness will continue to be charged with a minimum of a full hour of work, but no more than eight (8) hours, but an employee may use, and will be charged, in one-half hour increments thereafter; i.e., 1.5 hours, 2 hours, 2.5 hours, 3 hours 3.5 hours, 4 hours.

The Town and the Union agree that the sick leave benefit afforded the employee should not be misused or abused. Sick leave misuse or abuse directly impacts on employee productivity and the effectiveness of the Town's Unit D operations. An employee's misuse or abuse of sick leave

is grounds for disciplinary action. Excessive use of sick leave directly impacts on employee productivity and the effectiveness' of the Town's Unit D operations. An employee's excessive use of sick leave is grounds for employer disciplinary action or administrative action, including termination.

The Town's procedure of monitoring and meeting with employees in a calendar year where the employee's sick leave reaches five (5) days, whether consecutive or not, will continue to be employed. The Town may or may not wish to interview an employee where the Town is aware of certain injuries sustained, serious illness, hospitalization, etc., of the employee.

The Town will continue to interview employees during his/her work hours, and reasonable notice will be given the employee of the impending interview. During the interview, the employee will continue to be entitled to a Union representative if he/she so requests.

The Town will carry out its standard of reviewing such employee's sick leave utilization in an equitable and non-discriminatory manner.

The Town continues to reserve its inherent rights in the investigation/review of an employee's sick leave; e.g., misuse, abuse or excessive use, including its rights consistent with the current collective bargaining Agreement.

Effective on execution of this Agreement, for use in calendar year 1998, if an employee utilizes three (3) or less sick-leave days in calendar year 1997, and thereafter in a calendar year, then the employee shall be granted an additional day of vacation, to be take in the applicable following year. If such employee, during such period, utilizes zero sick leave days in a calendar year, then the employee shall be granted an additional two days of vacation, to be taken in the following year. The taking of such vacation days shall be requested in writing by the employee, and the Department Head or his designee shall grant such vacation subject to scheduling and staffing needs and provided that such vacation time will not require or result in overtime. Such vacation time shall not interfere with any employee's right to utilize his/her first two (2) weeks of vacation leave. The Department Head or his designee, in the exercise of his judgment, shall not act unreasonably.

Effective on execution of this Agreement, for use in calendar year 1998, if an employee who has accumulated 185 sick-leave days utilizes three (3) or less sick-leave days in calendar year 1997, and thereafter, in a calendar year, then the employee shall be granted an

additional two (2) days' vacation, to be taken in the applicable following year. If an employee uses zero sick-leave days in a calendar year, then the employee shall be granted an additional three days of vacation to be taken in the following year. The taking of such vacation days shall be requested in writing by the employee, and the Department Head shall grant such vacation, subject to scheduling and staffing needs, and provided that such will not require or result in overtime. Such vacation time shall not interfere with any other employee's right to utilize his/her first two (2) weeks of vacation leave. The Department Head or his designed, in the exercise of judgment, shall not act unreasonably.

No employee shall be eligible to accrue or receive more than a total of three (3) additional vacation days, whether or not he or she satisfies both of the paragraphs above.

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.

4. Sick Leave Annual Incentive Program

A full-time employee who has used fewer than four days of sick leave in any twelve (12) calendar month period from November 1 through October 31 of the preceding twelve months, may elect to redeem three (3) days of unused sick leave days for a lump-sum bonus payment, pursuant to the following schedule:

	7/1/15	7/1/16
Zero Days	\$550.00	\$575.00
One Day	\$450.00	\$475.00
Two Days	\$400.00	\$425.00

Three Days	\$375.00	\$400.00
Less than Four Days	\$350.00	\$375.00

The employee shall each year elect to redeem the incentive payment or may opt to have the incentive lump-sum payment contributed directly into the Town's Deferred Compensation program; i.e., ICMA (RC) Retirement Corporation, in writing, given to the department head on or before November 7th of the given year. Failure to do so shall disentitle the employee to any redemption hereunder. The employee is not required to opt to redeem his/her sick leave, but may instead continue to accumulate the sick leave days.

5. Parental Leave

If an employee provides to the Town satisfactory medical evidence and a doctor's certificate which demonstrates that the employee is unable to work due to a pregnancy illness or other disability attributed to maternity, then the employee shall be entitled to utilize her sick leave benefits concurrently with the Family Medical Leave Act (FMLA), if eligible. The Town does not waive its right to contest the sufficiency of the medical evidence submitted as is the practice in any sickness situation. Maternity Leave without pay shall be granted for a period of up to twelve (12) weeks after delivery as covered through FMLA, if eligible, or up to eight (8) weeks after delivery through the Massachusetts Parental Leave Act, if eligible.

6. Doctor's Certificate

If an employee is out of work for sickness for three (3) consecutive work days, then such employee, prior to the employee's return to work, shall/will be required to submit a doctor's certificate, which certificate shall state in detail the type of illness, the treatment and certifying that the employee is then able to fully perform his or her work duties. The Town in its discretion may waive this requirement in any given case.

7. Bereavement Leave

Each employee shall be entitled, in connection with a death in the immediate family, three paid (3) bereavement days, plus one (1) additional paid day if unusual travel conditions exist. Immediate family includes, spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, step-parents, step-children, or a person residing within the employee's household at the time of the death.

Each employee shall be entitled, in connection with a death of other relatives, one (1) paid bereavement day. Other relatives include, siblings-in-law, aunt, uncle, niece, nephew, spouse's grandparents, or foster children living with the employee at the time of death.

Bereavement days are not to be charged against an employee's accumulated sick, vacation or personal time.

#### 8. Personal Leave

With the approval of the Department Head, an employee shall be entitled to receive three personal days (twenty-four hours) with pay once each calendar year provided the employee gives notice to the Department Head forty-eight hours in advance and the minimal staffing needs of the division are met in the judgment of the Department Head. The Department Head shall not be unreasonable in reaching a decision, and the personal time shall not be charged against sick leave. This 48-hour notice shall be waived in the event of an emergency, but the employee shall notify or cause the Department Head to be notified as soon as possible of the taking of the personal day. An absentee report form noting the time off as "personal day" signed by the employee and the Department Head will be forwarded with the employee's time card.

Except as provided herein, no employee may be allowed in any year to use a personal day during the month of December. An employee may request the Department Head in writing one week in advance for a personal day in December. The Department Head's approval shall not be unreasonably withheld. The Department Head approval may take into consideration factors including overtime costs, staffing coverage and departmental needs.

Should an employee take a personal day on his/her short day, the employee will be charged the actual hours of the short day. An employee who takes personal necessity leave will be charged with a minimum of one and one-half (1 1/2) hours of work, but an employee may use, and be charged in, one-half hour increments thereafter; i.e., 2, 2.5, 3, 3.5, 4, 4.5 hours. Such personal necessity leave may be used on a Friday workday.

#### 9. Leaves of Absences

a) Personal Illness - Upon written request, with a letter from the employee's physician setting out the nature of the disability with accompanying medical reasons, the treatment and estimated time for recovery and certification that the employee is disabled and unable to work, a leave of absence without pay shall be granted the employee for personal illness after the

employee's accumulated sick time has been exhausted. The leave of absence for personal illness will not exceed a one-year period of time. The Town will return the employee to the employee's former position if it is feasible to do so, and upon certification by the employee's physician thereafter that he or she is able, physically and mentally, to return and fully perform his or her workload and responsibilities.

If this is not feasible, the employee will be placed in a position at the same rate of pay and on the same shift as determined by the Department Manager. The employee will be given the first opportunity to return to a position for which he or she is fully qualified, and will, provided he or she is fully qualified, be given the first opportunity to return to his or her former position, if and when the position is open.

b) An absence because of an industrial accident will be governed by General Law C. 152. It is agreed that an employee who is receiving worker's compensation who has accumulated sick leave or vacation shall be allowed to supplement the workers' compensation monies with sick leave or vacation leave to the extent required to provide the employee with the difference between his/her workers compensation and the employee's regular base weekly rate.

c) Military - An employee who enters the military service shall be deemed to be on leave of absence, and the employee's status of re-employment will be according to Section 9 of the Military Selective Service Act of 1967. An employee who is called for summer military service or National Guard training shall be paid the difference between the employee's regular earnings and military pay.

d) Educational - The Town may allow a leave of absence without pay up to twelve (12) months for educational purposes. The Town will return the employee to the employee's former position if it is feasible to do so. If this is not feasible, the employee will be placed in a position at the same rate of pay and on the same shift as determined by the Department Manager. The employee will be given the first opportunity to return to a position for which the employee is fully qualified and will be given the first opportunity to return to the employee's former position, provided he or she is fully qualified, if and when the position is open.

Subject to funding, the Town shall provide seventy percent tuition reimbursement to employees who earn a grade of A, sixty percent tuition reimbursement to employees who earn a grade of B and fifty percent tuition reimbursement to employees who earn a grade of C to

employees who, with Department Head advance approval, take courses in an approved program, at an accredited educational institution, which course in the judgment of the Department Head is required or related to the employee's work. The Town shall reimburse one hundred percent of the cost of books so long as the employee receives at least a grade of C. Should the Town require or request that an employee take such a course, the Town shall reimburse the employee one hundred percent tuition reimbursement (including required course book). In each situation, the employee must take the course in an approved program at an accredited educational institution and obtain a satisfactory grade of C or its equivalent.

e) Other Leaves of Absence - Leaves of absences without pay for reasons other than the above may be granted for good and sufficient cause within the present Town policy on leaves of absences provided such written request is provided with sufficient time for the Town to investigate and determine good and sufficient cause. Upon certification by the employee's physician that he or she is able, physically and mentally to return and fully perform his or her workload and responsibilities, the employee will return. The Town will return the employee to the employee's former position if it is feasible to do so. If this is not feasible, the employee will be placed in a position at the same rate of pay and on the same shift as determined by the Division Manager. The employee will be given the first opportunity to return to a position for which the employee is fully qualified and will be given the first opportunity to return to the employee's former position, provided that he or she is fully qualified, if and when the position is open and upon certification by the employee's physician that he or she is able, physically and mentally, to return and fully perform his or her workload and responsibilities.

#### **ARTICLE 15 - JURY PAY WITNESS SUBPOENA**

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 or her duty station due to prior obligations or when subpoenaed as a witness in a legal proceeding where the employee is not a party to the litigation. The employee must report back to work when not so obligated for the remainder of the shift

#### **ARTICLE 16 - HEALTH AND WELFARE**

It is agreed that should any changes occur in the statutes affecting health and welfare insurance policies, this agreement will be immediately reopened for negotiations on this subject.

Upon expiration of any contracts presently in effect and all future contracts between insurance carriers and the Employer dealing with medical coverage, the Union will 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.

The Town life insurance benefits provided to permanent full-time employees is \$5,000.

#### **ARTICLE 17 - CLASSIFICATION PLAN AND PAY RATES**

Compensation for employees in Unit D will be in accordance with the Pay Table in Appendix A, attached, and the assignment of classes of positions to pay ranges will be in accordance therewith. Employees covered by the terms of the Agreement will receive their step increases for satisfactory performance. For employees hired on or before January 1, 2017 those step increases shall be on July 1. For employees hired after January 1, 2017 those step increases shall be paid annually on their actual anniversary date.

- a. Effective 7/1/17 (first payroll of July), 2.0% increase to bargaining unit members' base rate;
- b. Effective 7/1/18 (first payroll of July), 2.0% increase to bargaining unit members' base rate and
- c. Effective 7/1/19 (first payroll of July), 2.0% increase to bargaining unit members' base rate.

Excepting employees who retire voluntarily or involuntarily, all economic benefits or raises shall be paid only to employees who were on the payroll as of the execution of this Agreement.

Should an employee be promoted one grade, such employee will be compensated at an hourly rate no less than \$.50 per hour higher than the employee's hourly rate in the employee's previous range, provided, however, that no such increase may exceed the maximum step in the new grade to which the employee is promoted. The fifty (\$.50) cent increase may fall on or within a step in the new grade.

#### **ARTICLE 18 - REPORTING FOR WORK**

In the event an employee reports to his or her place of work at his or her regularly scheduled time and there is a lack of work of the type he normally performed, he or she will be assigned to other duties for which he or she is qualified at his or her normal rate of pay.

#### **ARTICLE 19 - NO STRIKE CLAUSE**

The Union hereby agrees and affirms that during the terms of this Agreement, or renewal or extension thereof, neither it or 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 20 - 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. Any employee shall be offered the one-time opportunity, if requested, to obtain from his/her Department Head or his/her designee, the employee's sick leave balance on January 1 of the calendar year.

3. Should any provision of this Agreement be found to be in violation of any federal or state law by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

4. Access to Personnel Folder:

Upon written request, an employee will have the opportunity to review his or her personnel folder, excepting material lawfully excludable as confidential or privileged, 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 Division Manager in his/her or designee's presence and shall occur not more than three times per year without the approval of the Division Manager. At the employee's expense, he or she will be afforded a copy of any material not lawfully excludable as confidential or privileged, held in said folder.

After notification of 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 affect the Town's right to use such material in its evaluations.

5. Except for extra-ordinary circumstances, an employee intending to leave the employ of the Town of Danvers shall give a minimum of three (3) weeks advance written notice of such action to

his/her manager or express designee. Except for extra-ordinary circumstances, an employee intending to retire from Town employment shall provide his/her manager or express designee a minimum of a three (3) month advance written notice of the employee's intent to retire and the intended and estimated date of retirement.

6. The Town will not discriminate against any employee because of race, sex, color, religion, ancestry, national origin, handicap or age.

7. 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, which authorization may only be made and presented to the employer one time during each year of the contract. Attached hereto is a sample of the authorization form for the AFSCME PEOPLE program. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to the employer with a courtesy copy of such notice to the Union. The employer agrees to remit any deductions made pursuant to this provision at the same time it submits dues 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. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold harmless the Employer from any claim, actions or proceedings by any employee arising from deductions or actions taken by the Employer under this Article. Once deductions are remitted to the Union, it is understood and agreed that their disposition thereafter shall be the sole and exclusive obligation of the Union.

#### **ARTICLE 21 - PHYSICAL EXAMINATION**

Section 1 - Should the Department Head or his designee have reason to believe that an employee is not physically or mentally able to perform his or her assigned duties and responsibilities, then at Town expense, the employee may be required to be examined by a physician selected by the Town and the employee. The examination shall be conducted as soon as possible, and the physician shall forward in writing a statement detailing the medical findings, treatment required, if any and certifying to the Town that the employee is not able to return to work or if certified to return to work, is able to fully perform all of his or her duties and

responsibilities. The Town does not waive its right to utilize its own physician when necessary or as otherwise consistent with Town policy and practice.

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 (\$250.00) of his/her membership payments reimbursable as follows:

After the employee's thirty-eight (38) visits and participation is confirmed, the employee shall be reimbursed one hundred and twenty-five dollars (\$125.00) 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 dollars (\$125.00) (or less) amount paid by the employee shall be reimbursed within thirty (30) days.

Provided:

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.

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 tested at the end of the yearly program to demonstrate his/her improvement.

The employee will confirm at each reimbursement event, in writing to the Town through the appropriate Division 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 shall be developed and designed by the approved health club to assist in the employee's development.

#### **ARTICLE 22 - LONGEVITY**

Employees in a calendar year who complete his or her, fifth, tenth, fifteenth, twentieth, twenty-fifth or thirtieth year prior to December 1 of each calendar year shall be entitled to receive a lump sum longevity payment payable the second full payroll week in December as follows:

<u>Continuous Employment</u>	<u>FY 18</u>	<u>FY 19</u>	<u>FY 20</u>
5 Years but less than 10	\$500.00	\$525.00	\$550.00
10 Years but less than 15	\$675.00	\$700.00	\$725.00
15 Years but less than 20	\$750.00	\$775.00	\$800.00
20 Years but less than 25	\$800.00	\$825.00	\$850.00
25 Years but less than 30	\$825.00	\$850.00	\$875.00
30 Years	\$900.00	\$925.00	\$950.00

**ARTICLE 23 - LIMITED SERVICE FEE**

A. Subject to the terms and provisions of G.L. (Ter. Ed.) c 150E, s. 12 and regulations promulgated thereunder, the Town agrees to require as a condition of employment that all bargaining unit employees pay a service fee to the Union on or after the thirtieth (30<sup>th</sup>) day following the beginning of employment or the date of the signing of the Collective Bargaining Agreement, whichever is later. The amount of the service fee shall be equal to the amount required to become a member and remain a member in good standing in the Union. Resignation from the Union or failure to maintain good standing as a Union member shall require the employee to pay the service fee.

B. If an employee does not pay a valid service fee after the bargaining agent has made a written demand to the employee for payment of such fee, the Town shall be required to, subject to the statute and its regulations promulgated thereunder: suspend the employee without pay for a period not to exceed five (5) working days. If the fee is paid within the five (5) working day period, the employee will return to work the next day. Such action may be exercised once per fiscal year.

C. Indemnification/Reimbursement

1. The Union agrees to indemnify the Town, make whole and save harmless the Town against all claims, suits, actions or other forms of liability whatever nature, for all damages and financial loss which the Town may be required by an 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 an employee(s) or out of the application (including defense or prosecution) of the terms of this service fee provision.

2. The Union shall reimburse the Town for any expenses incurred as a result of being ordered to reinstate any employee suspended at the request of the Union for not paying the

service fee. The Union will intervene in and defend any administrative or court litigation concerning the propriety of such suspension for failure to pay the service fee. In such litigation, the Town shall have no obligation to defend the suspension.

3. Should the Town defend any such action(s) taken against the Town (and/or others) by an employee so suspended, the Union shall not be required, provided the service fee is properly implemented and lawful, to reimburse the Town for the Town's legal costs, fees, and expenses if the Town has failed in good faith to enforce the five (5) work day suspension provision of this service fee clause.

D. Service fee(s) shall be deducted as provided in Article 3 and so remitted.

E. This Article shall not become operative as to employees in the AFSCME Unit D bargaining unit until this Agreement has been formally executed, pursuant to a vote of a majority of all employees in that bargaining unit present and voting.

F. Disputes between the parties concerning this Article shall be resolved in accordance with the grievance procedure contained in this Agreement. In the event such a dispute is submitted to arbitration, the arbitrator shall have no power or authority to order the Town to pay such service fee on behalf of any employee.

#### **ARTICLE 24 -UPGRADED WORK**

Any employee who is expressly assigned by the department head to perform upgraded work shall, when she/he so substitutes and performs such upgraded work for a minimum period of three (3) consecutive days and substantially assume the responsibility and workload of the employee for whom she/he substitutes, be paid the hourly rate of the first step of the next position range above the employee's range. Such compensation paid shall be retroactive to the first day of such working out of grade.

#### **ARTICLE 25 - DURATION CLAUSE**

This Agreement shall be effective for three (3) years commencing July 1, 2017, and shall continue to June 30, 2020. The wages, economic benefits and provisions herein shall be effective as of the dates specified herein, and the parties agree that on or about November 15, 2019, if not done earlier by agreement of the parties, they will confer on any proposed changes or amendments to the Collective Bargaining Agreement, including any Memoranda of Agreements. Appendix A reflects wage rates for each fiscal year.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this day and year as written.

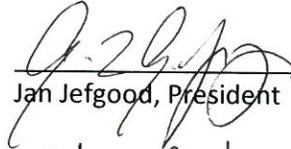
Signed this 28<sup>th</sup> day of June, 2017

**For the Town of Danvers:**

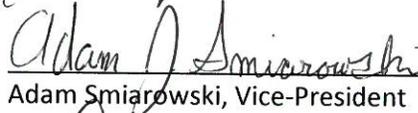


\_\_\_\_\_  
Steve Bartha, Town Manager

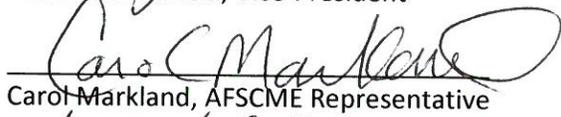
**For Local 1098 – Unit D:**



\_\_\_\_\_  
Jan Jefgood, President



\_\_\_\_\_  
Adam Smiarowski, Vice-President



\_\_\_\_\_  
Carol Markland, AFSCME Representative



\_\_\_\_\_  
Sally Creeden, Unit D Steward

# Contribution Form

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



**PLEASE PRINT LEGIBLY.**

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

**Deduction Per Pay Period**  
 \$5    \$10    \$15  
 Other \$ \_\_\_\_\_ each pp  
 Circle jacket size:  
 S M L XL 2XL Other \_\_\_\_\_

**For Office Use Only**  
 JACKET RECEIVED

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

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

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

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



