

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
TOWN OF DANVERS AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, STATE COUNCIL #93, LOCAL 1098, UNIT E
July 1, 2017 – June 30, 2020

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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 certain civilian fire and police dispatchers and full-time supervisor regularly scheduled 20 hours or more in Unit E.

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 contained in this Agreement.

ARTICLE 2 – Management Rights

Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management and control of the Town's business, operations, working force and facilities are exclusively vested in the management of the Town. Without limiting the generality of the foregoing, 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 said dues deducted. The Employer shall 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 supervisors or other agents against any employee by virtue of his participation in Union affairs and, furthermore, the Employer agrees that there shall be no discrimination against any employee for his 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 functions of a supervisory nature that may be considered a part of his supervisory responsibilities.

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 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 service division commander or his designee (not a member of the bargaining unit). Such service division commander or designee will provide within five (5) working days a conference with the grievant and his or her steward and will respond in writing within three (3) full working days after said conference. The Town may utilize the services of its negotiator or other party to assist the service division commander or designee if requested. If the grievant does not wish a conference, then the service division commander or designee 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.

STEP 2. If the grievance is not settled, it shall be presented in writing to the chief or designee within three (3) full working days after the service division commander's or designee's response is received, or within three (3) full working days after the expiration of the time limits for Step 1, if no response is received. The Chief or designee 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 ten (10) full working days after the receipt of said documents. Upon the conclusion of the hearing, the Chief or his designee shall transmit to the representative of the Union his decision in writing within fifteen (15) 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 or designee within three (3) full working days after the Chief or designee's response is received, or within three (3) full working days after the expiration of the time limit of Step 2, if a response is not received or given. The

Town Manager or his designee 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) days after the receipt of said documents. On the conclusion of the hearing the Town Manager or designee shall transmit to the representative of the Union his decision in writing within fourteen (14) 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 meaningful reply, rather than to make a definitive decision.
- B. The time of absence of any of the parties from his normal duty shall be added to any of the time limitations set forth.
- C. The word "Union representative" or "representative of the Union" shall mean the president of the Union or his or her designee.

STEP 4. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of STEP 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 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 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

The length of continuous service of the employee as a dispatcher shall determine the seniority of the employee. Seniority shall prevail in the choice of vacation period.

ARTICLE 7 – Procedure for Filling a Vacancy

When the Employer elects to fill a supervisory or other shift 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) working days. Posting of the vacancy and interviewing of the applicants shall in no way require the Employer to fill that vacancy. The posting of vacancies shall contain a statement of pay rates established for the position, the class title, and the statement that there are and may be other related and assigned duties and responsibilities and that the employee assigned to the position is subject to reassignment. Seniority of a dispatcher shall be a major factor in the determination of the promotion and where such applications are relatively the same, the dispatcher with the greater seniority shall prevail. The determination of the Town in the promotion shall not be unreasonable, arbitrary or capricious. Dispatchers interested shall apply, in writing, within such seven-day period, and when the position is awarded, all qualified dispatchers of Unit E may request in writing a statement of the reasons why he/she was not appointed.

However, it is mutually agreed that:

- A. If no dispatcher-applicant is qualified in the discretion of the Chief or his designee, the employer may fill the position from outside the bargaining unit.
- 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 E

Dispatchers. The work schedule shall consist of the 4-2-1 method of scheduling, as approved by the Chief of Police. The work day shall consist of eight-hour (8) shifts, the first being the so-called “day shift”. Effective January 1, 2018 the first shift of each day shall be the so-called “overnight” shift.

It is agreed that the full-time employee who performs the administrative duties as part of his dispatcher-supervisory responsibilities shall continue to perform such duties while on duty during such one-year trial period work schedule.

It is further understood and agreed that the Town, within its power to appoint employees, may hire qualified E911 part-time dispatchers. All other required training of part-time employees (not covered by the terms of the Collective Bargaining Agreement) to be trained as E911 qualified dispatchers, will be conducted in accordance with established departmental policy and procedures. These part-time employees shall be scheduled by the Chief of the Department or his specific designee within the department. Such non-unit, part-time employees shall not work a permanent, regular schedule, twenty (20) hours or more, which schedule is reserved for unit employees.

During the months of July and August no full shift shall be covered only by two (2) such part-time, qualified, non-Unit E dispatchers. Should such occur, the Chief, or his designee within the department, shall select for that shift, the next eligible listed, Unit E full-time employee for such shift, i.e., one (1) full-time Unit E employee and one (1) part-time, non-Unit E, employee shall work such shift.

Each full-time employee shall be scheduled to work a shift with regular starting and quitting times.

Any change in the posted work schedule shall be made only because of emergency situations, overtime costs, or when shift or staff coverage is needed to handle dispatching operational needs, as determined by the Chief or his designee. The Employer and the Union or employee may, by mutual agreement in writing, change the posted work schedule.

Should the Chief of Police or his designee decide to assign dispatchers to or establish different work shifts or work weeks, he shall notify the Union, by written communications of such to the local president, of this change and enclose a copy of the changes. Such changes or additions to work shifts/week schedules shall not go into effect for two (2) weeks except where an emergency situation or shift/staff coverage is so needed.

ARTICLE 9 – Overtime

Section 1. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of hourly pay for work in excess of eight (8) hours in one day or forty (40) hours in one week. Each fiscal year, employees may elect to bank up to a maximum of sixteen (16) hours of Administrative (“A”) time (10.66 hours worked) in lieu of payment to be used during that fiscal year. Any unused time will be paid out in the last pay period of the fiscal year. If a conflict arises between a member of the unit seeking to use vacation time and a member of the unit seeking to use A time, the vacation time request takes precedence. Seniority shall govern any other conflicts regarding the use of the A time.

Section 2. All employees called back to work the same day after having completed his original work and left his place of employment and before his next regularly scheduled starting time, shall be paid at time and one-half for all hours worked on recall. He will be guaranteed a minimum of three (3) hours pay at time and one-half for such calls.

The minimum guaranteed rate for call-ins on the employee’s day off and holidays shall be four (4) hours at the time and one-half rate. The overtime guarantee shall begin when the employee actually reports to work, with the exception of the supervisor, who shall continue to work according to past practice in the performance of his/her duties.

Section 3 – Court Time. Any employee(s) scheduled to appear in any District Court or Superior Court shall be guaranteed three (3) hours pay at time and one-half his/her regular base hourly rate, excluding any premium, differential, compensation, bonus of any kind and nature, etc. subject to the following.

Notification Procedure: If any dispatcher is scheduled, when not on duty, to be at the District Court or at the Superior Court, the dispatcher is obligated to contact the house officer after 6:00 P.M., the night before he/she is so scheduled in court, to determine if his/her scheduled court appearance has been cancelled/continued. If the dispatcher is not so informed that the court appearance has been cancelled/continued, then the dispatcher shall attend. If the dispatcher is not so informed at such time he/she calls, of a court cancellation/continuance but is later notified of the court cancellation/continuance, the dispatcher shall be entitled to the minimum guarantee of three (3) hours overtime compensation. The Town’s sole obligation is to notify the department of a cancellation/continuance on or before 6 P.M. on the day before the scheduled court date.

All court cancellations/continuances shall be conveyed by posting the cancellation/continuance notice on the Danvers Police daily roll call. All postings shall be handled by the department's court prosecutor or his designee. In the event that cancellation/continuance is received via fax or phone call and/or the court prosecutor is unavailable, the on-duty house officer shall be immediately notified of the cancellation/continuance. The house officer shall be responsible for promptly placing the court cancellation/continuance on the Danvers Police daily roll call.

The word "continuance" shall apply only to the actual change of the dispatcher's scheduled court calendar day appearance.

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 or designee where the grievant is employed, and after receiving approval. Such approval shall not be summarily or arbitrarily withheld by the Town. Upon return to his or her normal place of work, such representative shall notify his or her service division commander or such applicable supervisor who is then available otherwise the representative shall notify his or her immediate supervisor of his or her return. This restriction does not apply to disciplinary actions involving suspension or dismissal.

During collective bargaining sessions conducted during the normal work day the Union shall have no more than two Union members plus the president of the unit or his designee.

During collective bargaining sessions that are held outside the normal work day such limits shall not exist but participation shall not exceed the present eight members of the executive board.

The Employer agrees to permit a representative (representatives) 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.

ARTICLE 11 – Holidays

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

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|---|------------------|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Columbus Day |
| Washington's Birthday (Presidents' Day) | Veterans' Day |
| Patriots' Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | |

Effective July 3, 1994, holiday pay for each of the eleven (11) holidays shall be computed on the basis of one-fifth of the full time employee's regular weekly compensation, unless the employee actually works this holiday (excluding Christmas Day, Thanksgiving Day and Independence Day), in which case holiday pay shall be computed on the basis of time and one-half of such employee's regular rate of pay for all hours worked. If the employee actually works Christmas Day, Thanksgiving Day or Independence Day, the employee's holiday hourly rate of pay shall be computed on the basis of double time for all hours worked between 1:00 A.M. of the holiday and 1:00 A.M. of the following day. If the employee actually works Christmas Day, Thanksgiving Day or Independence Day on an overtime basis when not regularly scheduled to work, he/she shall be paid at the double time rate for such overtime hours worked. Such employee may be allowed equal time off at the sole discretion of the Service Division commander or designee, in accordance with present practice, in lieu of compensation for a holiday, one day for one day. Such approval shall not be unreasonably withheld.

If a paid holiday occurs within such an employee's vacation period, the day of the holiday shall not be charged against accrued vacation, and he shall be paid for the holiday, or he may be allowed equal time off at the discretion of the Chief of Police or designee, as aforesaid.

There shall be one non-scheduled work day per year. The time when such day shall be taken by the employee will be determined in the discretion of the Chief of Police or designee.

ARTICLE 12 – 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

After first thirty (30) weeks prior to June 1, ten (10) work days.

During the calendar year of the fifth (5th) year of employment, an employee shall be entitled to fifteen (15) work days.

During the calendar year of the tenth (10th) year of employment, an employee shall be entitled to twenty (20) work days.

Employees hired after January 15, 1989, shall not be entitled to any vacation time in excess of four (4) weeks.

Excepting a full-time, permanent employee(s) hired after January 15, 1989, who has continuously been employed from date of hire, upon completion of the fifteenth (15th) year of employment and each completed subsequent year of employment up to the twentieth (20th), shall, during the calendar year in which his or her completed year anniversary date falls, receive one (1) additional day of vacation per year, up to a maximum of five (5) work days.

Any employee who is injured and out of work on workmen's compensation, or who is on sick leave, who is incapacitated 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.

The Department Head or designee 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.

Employees entitled to vacation shall request in writing to the Chief of Police his/her vacation requests on or before May 1, of a given year. Vacation requests shall be established by seniority of the dispatcher provided the employee make such request in writing on or before May 1.

All employees shall submit in writing his or her preference in available vacation dates to the Chief or his designee on or before May 1. The Chief or his designee 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 employee(s) with the greater seniority shall prevail in the choice of the vacation period.

No employee may take more than two (2) weeks of scheduled vacation during the months of June through September of a given year. Employee(s) may take an approved two-week vacation during such months, whether the weeks are scheduled separately or together, provided there is not more than two (2) scheduled employees off during any twenty-four (24) hour period, consistent with present practice.

No holiday, unscheduled work day, compensatory time off, or personal day time off may be taken by an employee(s) while there are more than two (2) scheduled employees off during any twenty-four-hour period, consistent with present practice.

An employee with approval of the Chief of Police or designee may request a single day vacation. Such approval to be in the sole discretion of the Chief of Police or designee.

2. **Sick Leave:** Employee(s) 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.

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.

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.

- a. **Sick Leave Accrual:** Full time employees shall accrue sick leave days at the rate of one and one-quarter (1 1/4) days per each full month of employment and shall accumulate sick leave days up to a maximum of one-hundred and seventy-five (175) days. Permanent part-time employees will accrue such sick leave benefits on a pro rata basis.
- b. A full-time employee who has used fewer than a total of five (5) sick leave days in the twelve (12) calendar months, may elect to redeem three (3) days of unused sick leave days for a lump sum bonus payment of \$300.00 payable the first full payroll week of December next. The employee shall elect to redeem in writing, given to the Chief of Police or his designee within three (3) work days of that November 1. Failure to so elect shall disentitle the employee to any redemption hereunder.

In consideration of the AFSCME Unit E work schedule which precludes certain early closing day benefits, effective on execution, the determination of an employee's sick leave benefit (i.e. five (5) sick leave days), sick leave days taken by an employee due to extended illness and directly attributed thereto or actual hospitalization of days in excess of three (3) consecutive work days shall be considered a single day incident of sick leave use by the employee. The Town's determination in this regard shall not be unreasonable.

- c. **Sick Leave Annual Incentive:** An employee who satisfies the following sick leave utilization schedule shall be entitled to receive a lump sum bonus payment according to said schedule. Should an employee in a twelve (12) month calendar period, from November 1 to October 31, and each November 1 to October 31 calendar period in a year thereafter, satisfy the following sick leave utilization schedule, he shall be entitled to the applicable lump sum payment, payable the first full payroll week of the December next.

| <u>Sick Leave Utilization Schedule</u> | FY 18-20 |
|--|-----------------|
| Zero sick days | \$700 |
| Fewer than 2 sick days | \$675 |
| Fewer than 3 sick days | \$650 |
| Fewer than 4 sick days | \$625 |

The employee may, with written notice on or before November 7 to the employee’s department head or designee, opt to take the lump-sum bonus monies that year or have the entire incentive payment contributed by the Town directly into the Town’s deferred compensation program, i.e., ICMA (RC) Retirement Program.

- d. **Maximum Sick Leave Utilization Schedule Lump Sum Bonus:** An employee who has accumulated sick leave days to reach his/her maximum of 175 days and who satisfies the following maximum accumulation sick leave schedule, shall be entitled to receive a lump sum bonus payment according to said schedule. Should an employee from November 1 to October 31, and each November 1 to October 31 calendar period in a year thereafter, satisfy the following sick leave utilization schedule, he/she shall be entitled to the applicable lump-sum payment, payable the first full payroll week of the December next.

Sick Leave Maximum Accumulation of 175 days, Lump Sum Bonus

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|----------------|-------|
| Zero Sick Days | \$500 |
| One Sick Day | \$325 |
| Two Sick Days | \$250 |

- 3. **Maternity Leave:** If an employee provides to the Town satisfactory medical evidence and a doctor’s certificate 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.
- 4. **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, may 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.

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

5. 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.

6. **Personal Leave:** With the approval of the Chief of Police, an employee shall be entitled to receive three (3) personal days with pay once each calendar year provided the employee gives notice to the department head forty-eight hours in advance and the adequate staffing needs of the Communications Unit are met in the judgment of the department head. The department head shall not be unreasonable in reaching a decision and the three (3) days (twenty-four hours) shall not be charged against sick leave.

Employees in the first year of employment shall have his/her personal day(s) pro-rated consistent with present practice.

An employee may request the personal day off in time periods not less than four (4) hours and not more than eight (8) hours.

This 48-hour notice shall be waived in the event of an emergency, but the employee shall notify of 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.

7. **Reduction in Force/Layoff:** Should the Town determine to layoff dispatcher(s) it shall give the Union President three weeks' advance notice of such implementation date. Employee(s) to be

laid off will be determined by the needs of the department, the qualifications of dispatchers, permanent status, work experience, performance on the job and the dispatcher's capability, attendance, responsibility and seniority each as a major factor. Where such factors are relatively the same, then the employee with the least seniority as a dispatcher with the Town will be laid off.

The employee(s) laid off shall be placed on a recall list for one (1) year and will be notified when a vacancy arises during such period. Notification will be to the President of the Union and mailing to the employee's last address on record with the Town. Should there be more than one former dispatcher on the recall list, he/she will be recalled in accordance with the factors established in the preceding paragraph and the former dispatcher with the most seniority, where the applicants are determined to be relatively the same, shall be recalled first.

ARTICLE 13 – 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.

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 14 – Cleaning Allowance

Employees covered by this Agreement shall be paid an annual lump sum cleaning allowance of \$30, which payment shall be made the last pay period of September.

It is agreed that a working group of both dispatchers and supervisors (Police Chief or designee) would meet to agree to a policy related to a working "uniform" for the dispatchers. It is agreed that the "uniform" policy would be at no cost to the members of the unit.

ARTICLE 15 – Health and Welfare

Section 1: Should any changes occur in the statutes affecting health and welfare insurance policies, this Agreement may 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 that Employer of desires of the employee.

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 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) within thirty (30) days.

After the employee's seventy-five (75) visits and participation is confirmed, the balance of the monies, up to one hundred and twenty-five dollars (\$125) (or less) 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 tested 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 Chief or 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 16 – Classification Plan and Pay Rates

In this Agreement and made a part of it, as appendix E, shall be listed the class title by this Agreement along with the pay rate and range for such class title.

Compensation for members of Unit E will be in accordance with the pay table in Appendix E and the assignment of class titles of positions to pay ranges will be in accordance therewith.

Step increases shall be provided an employee for satisfactory performance.

- Effective 7/1/17, 2.25% increase to bargaining unit members' base rate;
- Effective 7/1/18, 2.25% increase to bargaining unit members' base rate;
- Effective 7/1/19, 2.25% increase to bargaining unit members' base rate;

Employees, excluding employees who retire voluntarily or involuntarily, who do not remain on the payroll of the Town of Danvers as of the date of the execution of the Collective Bargaining Agreement shall not be entitled to receive any retroactive economic benefits or monies payable from June 28, 1987, and thereafter.

EMD QUALITY REVIEW

Two (2) dispatchers, in addition to their regular duties, shall be assigned to randomly review and report the quality and effectiveness of the Emergency Medical Dispatch System with the assistance, if needed, from the Supervisor of Dispatchers. The Supervisor of Dispatchers, in addition to his regular duties, shall supervise and monitor the quality and effectiveness of the overall administration of such EMD operations in Danvers. Each of the assigned dispatchers and the Supervisors shall be trained in a two (2)-day Medical Priorities EMD-Q Course. The purpose of the review will be to identify areas for future training needs and any remedial training that is found to be necessary based on EMD protocols. Such dollar compensation is, and shall be treated as, and shall be included in, the Town's determination of the employees' retirement/pension benefit.

The two (2) dispatchers will receive an annual stipend of \$450, and the Supervisor of Dispatchers will receive an annual stipend of \$650. That stipend shall be paid during the first pay period in December.

ARTICLE 17 - Longevity

Employees in a calendar year who complete his or her fifth, tenth, fifteen, twentieth, twenty-fifth or thirtieth year prior to December of each calendar year shall be entitled to receive a longevity payment as follows:

- A. During the calendar year in which the employee has been continuously employed who has completed five (5) full years prior to December 1, the employee shall be entitled to a lump-sum longevity payment of \$350, payable the second full payroll week in December of that year, to those employees who so reach his/her fifth year of employment.
- B. During the calendar year in which the employee has been continuously employed, who completed ten (10) full years prior to December 1, but less than fifteen (15) years, shall be entitled to a lump sum longevity payment of \$475 payable the second full payroll week in December of that year.
- C. During the calendar year in which the employee who has been continuously employed, who completed fifteen (15) full years prior to December 1, but less than twenty (20), shall be entitled to a lump sum longevity payment of \$550 payable the second full payroll week in December of that year.
- D. During the calendar year in which the employee who has been continuously employed, who completed twenty (20) full years prior to December 1, shall be entitled to a lump sum longevity payment of \$600 payable the second full payroll week in December of that year.
- E. During the calendar year in which the employee who has been continuously employed, who completed twenty-five (25) but less than thirty (30) full years prior to December 1, shall be entitled to a lump sum longevity payment of \$625 payable the second full payroll week in December of that year.

Sick Leave Longevity Benefit

An employee who utilizes fewer than three (3) sick leave days in the twelve (12) month calendar period from November 1 to and including October 31 of each year, shall be entitled to a \$250 lump sum payment, payable the second full payroll week of December, and thereafter, to those employees who so qualify in subsequent years.

ARTICLE 18 – Reporting for work and Contracting Out

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 or she normally performs, he or she will be assigned to other duties for which he or she is qualified at his or her normal rate of pay.

It is agreed that the Employer may contract work, but in the exercise of this right, no employee will be laid off and replaced within 18 months of the date of layoff by contractors who would perform the actual work or part of his or her actual work.

It is agreed that the Employer may contract work, but in the exercise of this right, no employee will suffer loss of his or her regular pay, and be replaced by contractors who would then perform the employee's actual work or part of his or her actual work for which the employee earns his or her regular pay.

ARTICLE 19 – Night Differential

Full time employees on regular night/evening duty, excluding those in overtime or call back work, shall receive a night differential equal to nine (9%) percent of his/her regular weekly base salary.

It is understood that such an employee working a fraction of the minimum work week shall receive a proportion of the night/evening shift differential equal to the fractional proportion of the work week said employee has worked on night/evening shift.

Night/evening shifts are defined as work performed on the first or third shift or any assigned shift falling fully within the hours of the first and third shifts as established by the Chief of Police or his designee.

Employees who are regularly scheduled to work the evening shift or night shift who are receiving night shift differential compensation on a regular basis shall be entitled to receive the night shift differential compensation while out on his/her regularly scheduled vacation and when using sick and personal time

ARTICLE 20 – Physical Examinations

Should the Chief of Police 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.

ARTICLE 21 – No Strike Clause

The Union agrees not to engage in, advise or encourage any strike, work stoppage, slowdown or withholding of services by employees of the Town of Danvers.

ARTICLE 22 - Miscellaneous

1. The Town will not discriminate against any employee because of race, sex, color, religion, ancestry, national origin, handicap or age.
2. **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.
3. **Severability** - 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, and any benefit, as set forth in the Town of Danvers Personnel Policy, but not specifically covered by this Agreement, shall remain in full force and effect.
4. Except for in extraordinary circumstances, any employee shall give a minimum of three (3) weeks' notice in writing to the Chief of Police or designee prior to his/her leaving the employ of the Town. The employee may take up to one (1) week of time off with pay during this period if he/she is eligible for vacation day, personal day or like compensated days.
5. **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.
6. A dispatcher while on probation may be discharged within said (6) six-month probationary period without recourse to the grievance procedure. The Town has the right to extend the probationary period of an employee up to an additional three (3) months rather than terminate the employee. Discharge of the employee during said probationary period or any extension thereof is not subject to the grievance procedure by the Union or the employee discharged.
7. **Weekend Differential:** A full time Unit E employee who is regularly scheduled to work the weekend (i.e., 1:00 A.M. Saturday to 1:00 A.M. Monday), and who actually does work the weekend, shall receive seventy-five (.75) cents added to his/her base hourly rate for each hour so worked.

8. **Emergency Medical Technician:** Should an employee be a certified emergency medical technician and certified by the appropriate national or state registry, the employee, while he continues to be so certified for the twelve calendar months from November 1 of a given year to October 31 of the following year, shall be paid the stipend sum of \$600 per annum, commencing and payable the first full pay period in December. If an employee fails to so certify or re-certify during the Twelve (12) month calendar period, the employee shall not be eligible for this annual stipend. No employee is required to certify as an Emergency Medical Technician.

9. **In-Service Education/Training Program**

a. The department's in-service education/training program, to be scheduled outside the employees' regularly-scheduled shift hours, including, but not limited to, law, medical and administrative up-date(s), shall consist of, but not exceed, four (4) hours per month (with 2, two-hour sessions) for up to ten (10) months, with topics, subjects and the scheduled time to be scheduled with the uniformed Police Department employees or independently, to be determined at the discretion of the Chief of Police or his Designee. The department will provide employees with a fourteen-day advance notice of the scheduled training session(s). For such training program session(s) worked outside of and in excess of the employee's regular work schedule, the employee shall be paid at time and one-half his/her regular hourly base rate of pay.

b. Should an employee be assigned to an approved training session/program, by the Chief of Police or his designee, in another community which requires he/she use his/her vehicle to travel to the other community, such employee shall be paid for the use of his/her motor vehicle at the then Town policy prevailing and current personal vehicle mileage rate for Town employees, if the border of the Town of Danvers to the border of the community in which the program is held exceeds five (5) miles. The Town Manager from time to time may amend such established Town policy per mileage rate, which may include increases or reductions.

10. Attached hereto for reference is the Town application requiring the employee to supply qualification information when he/she seeks to fill a vacancy, transfer, promotion, assignment or the like.

11. **Citation Data:** Dispatchers who are scheduled to work the 1:00 a.m. to 9:00 a.m. night shift may be assigned to assist in entering ticket citation data in the police department house computers. One or more dispatchers on such shift may be expressly assigned by the Chief of Police or his designee, when needed in the discretion of the Chief, to perform such work. When so assigned the work is to be performed during the dispatcher's so-called "slow time" and is not to be considered a regular long-term dispatch function. A dispatcher so scheduled and assigned who performs the work shall during such shift, receive an hourly base rate stipend of twenty-five (.25) cents for each hour of the shift worked, i.e., .25 cents per hour worked of the eight-hour shift.

12. The dispatchers may be assigned by the Chief of Police or his designee to monitor the R.U. OK system and make necessary notifications and contacts with persons participating in the program, who fail to verbally answer the telephone. In the event the Senior Center staff members or designee is unavailable so as to make contact notifications to such participants, the on-duty dispatch employees will assume the responsibilities and/or duties to make such contact notifications.

13. 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.
14. **Accreditation Stipend:** There shall be an Accreditation Stipend of \$300 for each full-time Dispatcher. Payment of the Stipend will be made the first payroll of each new fiscal year in July. It is agreed that should national accreditation be achieved during the life of this 2014-2017 agreement the following would replace the above accreditation stipend language: "Each full time member of the unit would receive an annual accreditation stipend equal to 1.25% of their base, effective at the date of the official accreditation to be paid in the last paycheck of the calendar year."
15. **CIT (Crisis Intervention Training) Trained Dispatchers:** There shall be a stipend of \$250 for dispatchers who have been successfully trained in the CIT program. That stipend shall be paid during the first pay period each December.
16. **Arrest or Charged with a Crime:** If a Unit E employee (Dispatcher) is arrested or charged with a crime he/she shall notify the Chief of Police forthwith and in no case later than the following day, so the Chief of Police can make proper notification to the Criminal Justice Information System Administrator. The Chief may provide any necessary feedback, as required by said agency. This section is not related to any discipline that the Department may take based on any violation by the employee of Danvers Police Department policy, procedures, rules or regulations.
17. **At Risk Customer Database:** It is agreed that a member of the unit shall be designated as the coordinator of the at risk customer database. The coordinator shall receive a stipend of \$250. The coordinator shall assist in creating and maintaining an at-risk customer database and outreach program for mental health, autism, and other high risk populations.
18. **Weekly Paystub Tracking:** It is agreed that this unit would participate in a pilot program to determine whether or not holiday, sick, and vacation time can somehow be standardized so that it can appear on the individual's weekly pay stub. It is also agreed that no member shall suffer any loss of benefit and that if the experiment cannot be successfully implemented it will be abandoned.
19. When a female prisoner is being held in custody and the Town cannot obtain a matron in a timely manner, an appropriately certified female dispatcher may be assigned to search the prisoner. That dispatcher shall be paid a twenty-five (\$25) dollar stipend. The Police Department will provide instruction, advice and the necessary safety protection as required to any such dispatcher.
20. 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 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 23 – Alcohol and Controlled Substance Use and Testing Agreement

The Alcohol and Controlled Substance Use and Testing Agreement executed on January 12, 2009, between the parties is incorporated herein, made a part hereof and is attached hereto, as Appendix A.

ARTICLE 24 – Duration Clause

This Agreement shall be effective for three (3) fiscal years commencing July 1, 2017 and shall continue to June 30, 2020. The wages, economic benefits, and provisions shall be effective as of the dates and times referred to herein, and the parties agree that on or about November 15, 2019, they will confer on any proposed changes or amendments to this Collective Bargaining Agreement. The parties agree that during negotiations by the parties for a successor Agreement, this Agreement shall continue.

Signed and executed the 14th day of September 2017.

FOR THE TOWN OF DANVERS



Steve Bartha, Town Manager

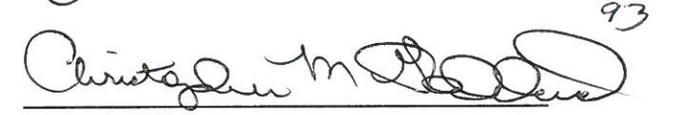
**FOR AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
STATE COUNCIL #93 - LOCAL 1098**



J. C. Goff President



Carol Martone AFSCME Council #93



Christopher M. Deane

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Bargaining Unit: E -1 UNIT E - AFSCME (COM) Salary Base: H User Defined #1 .00
Schedule: E Pay Type: Hourly User Defined #2 .00
Grade: 8 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% Per Diem Days/Year: 260.000000 User Defined #5 .00
=====

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| Step | Annual | Period | Daily | Hourly | PerDiem | Tier# |
|------|-----------|----------|--------|---------|---------|-------|
| 1 | 42,793.71 | 822.96 | 164.59 | 20.5739 | 164.59 | 1 |
| 2 | 44,425.68 | 854.34 | 170.87 | 21.3585 | 170.87 | 1 |
| 3 | 45,791.20 | 880.60 | 176.12 | 22.0150 | 176.12 | 1 |
| 4 | 47,650.72 | 916.36 | 183.27 | 22.9090 | 183.27 | 1 |
| 5 | 48,978.80 | 941.90 | 188.38 | 23.5475 | 188.38 | 1 |
| 6 | 52,545.58 | 1,010.49 | 202.10 | 25.2623 | 202.10 | 1 |

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Bargaining Unit: E -1 UNIT E - AFSCME (COM) Salary Base: H User Defined #1 .00
Schedule: E 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% Per Diem Days/Year: 260.000000 User Defined #5 .00
=====

```

| Step | Annual | Period | Daily | Hourly | PerDiem | Tier# |
|------|-----------|--------|--------|---------|---------|-------|
| 1 | 40,375.92 | 776.46 | 155.29 | 19.4115 | 155.29 | 1 |
| 2 | 41,780.13 | 803.46 | 160.69 | 20.0866 | 160.69 | 1 |
| 3 | 43,526.08 | 837.04 | 167.41 | 20.9260 | 167.41 | 1 |
| 4 | 44,815.47 | 861.84 | 172.37 | 21.5459 | 172.37 | 1 |
| 5 | 46,902.75 | 901.98 | 180.40 | 22.5494 | 180.40 | 1 |
| 6 | 50,658.61 | 974.20 | 194.84 | 24.3551 | 194.84 | 1 |

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=====
Bargaining Unit: E -1 UNIT E - AFSCME (COM) Salary Base: H User Defined #1 .00
Schedule: E Pay Type: Hourly User Defined #2 .00
Grade: 10 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% Per Diem Days/Year: 260.000000 User Defined #5 .00
=====

```

| Step | Annual | Period | Daily | Hourly | PerDiem | Tier# |
|------|-----------|----------|--------|---------|---------|-------|
| 1 | 48,758.94 | 937.67 | 187.53 | 23.4418 | 187.53 | 1 |
| 2 | 50,352.43 | 968.32 | 193.66 | 24.2079 | 193.66 | 1 |
| 3 | 51,984.19 | 999.70 | 199.94 | 24.9924 | 199.94 | 1 |
| 4 | 53,766.96 | 1,033.98 | 206.80 | 25.8495 | 206.80 | 1 |
| 5 | 55,627.10 | 1,069.75 | 213.95 | 26.7438 | 213.95 | 1 |
| 6 | 59,881.74 | 1,151.57 | 230.31 | 28.7893 | 230.31 | 1 |

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Selection Legend:
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Bargaining Unit: 'E 1'
Effective Date: '07022017'
-----

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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 65534, 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 <input type="checkbox"/> \$5 <input type="checkbox"/> \$10 <input type="checkbox"/> \$15 <input type="checkbox"/> Other \$ _____ each pp Circle jacket size: S M L XL 2XL Other _____ |
| For Office Use Only <input type="checkbox"/> CHECK 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 | M.I. |
| 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.

Personal E-mail Address _____



